



**City of New Buffalo  
224 W. Buffalo Street  
New Buffalo MI 49117  
REGULAR COUNCIL MEETING AGENDA  
December 21, 2020 at 6:30 p.m.**

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Consent Agenda
  - a. City Council Minutes: November 16, November 23 and December 7, 2020
  - b. Receive Monthly Reports: Police, Fire, Water, Park, Building Dept., Streets, Treasurer
  - c. Receive Monthly Minutes: Library Bd. Min.
  - d. Pay Bills for the Month
5. Public Comment
6. Old Business
7. New Business
  - a. Unused Employee Leave Time
  - b. 2021 Board Meeting Calendar
  - c. Police Policy Purchase
  - d. Extension of Resolution 2020-16 to Extend the Moratorium on the Registration of short-term rental units in the City of New Buffalo
  - e. Extension of Fire Service Agreement with the Township
  - f. Emergency Resolution OMA
  - g. Furnace for Public Works Garage
  - h. Garage Door Replacement for Public Works Garage
  - i. Third Coast Kayak Agreement
8. Appointments of Boards and Commissions
  - a. Short-Term Rental Appeal Board- Talia Edwards
8. Updates
9. Correspondence
10. Council Comments
11. Adjournment

**Call to Order at 6:32 pm**

City Clerk, Amy Fidler read the November 3, 2020 Election results for the City Council term ending November 2024.

Newly elected council members are as follows, Roger Lijewski, John Humphrey, and Brian Flanagan.

City Clerk, Amy Fidler gave the oath of office to the new councilmembers.

**Roll Call. Present:** Flanagan, New Buffalo, MI, Berrien County; Humphrey, New Buffalo, MI, Berrien County; Lijewski, New Buffalo, MI, Berrien County; Mayor O'Donnell, New Buffalo, MI, Berrien County; Robertson, New Buffalo, MI, Berrien County.

**Approval of Agenda.** Motion by O'Donnell seconded by Flanagan to approve the agenda: roll call vote, motion carried, 5-0.

Motion by O'Donnell seconded by Robertson to appoint John Humphrey as Mayor: roll call vote, motion carried, 5-0.

Motion by Robertson seconded by O'Donnell to appoint Lijewski as Mayor Pro-tem: roll call vote, motion carried, 5-0.

**Consent Agenda.** Motion by Robertson seconded by Lijewski to approve the Consent agenda without the minutes of October 19, 2020: roll call vote, motion carried, 5-0.

Motion by O'Donnell, seconded by Robertson to approve the October 19, 2020: roll call vote, motion carried, 2-0.

**Public Comment:** None

**Presentation:** Joe Verlin, Audit-Gabridge & Company  
Joe Verlin, reported that the City of New Buffalo was issued a clean opinion.

Motion by Robertson, seconded by O'Donnell to move item 10 a and 10 b before item 9 Code Enforcement Discussion.

**New Business**

**Policy for Remote Attendance under New OMA legislation.** Motion by Robertson seconded by, Humphrey to approve the policy for remote attendance under New OMA legislation: roll call vote, motion carried, 5-0

City Attorney to bring the resolution to the next regular City Council Meeting.

**Introduction of Proposed Pleasure Isle Marina Purchase:** No motion taken. Scheduled a special meeting in regards to the proposed Pleasure Isle Marina Purchase at 6:30 p.m. on Monday, November 23, 2020.

**Old Business: Code Enforcement Program Discussion:** Motion by Flanagan, seconded by, Lijewski to expand this current position and re-advertise under new guidelines provided by the City Council; roll call vote, 5-0  
**Resolution #20.29 Defined Benefit plan Adoption Agreement Addendum.** Motion by Robertson, seconded by O'Donnell to approve resolution #20.29 defined benefit plan adoption agreement addendum: roll call vote, motion carried, 5-0

**Annual Salary Adjustment:** Motion by Robertson seconded by, Flanagan to approve the annual salary adjustment roll call vote, motion carried, 5-0

**Appointments & Re-Appointments:** Motion by Robertson, seconded by, Lijewski to approve appointments and re-appointments: roll call vote, motion carried, 5-0

**Pokagon Fund Representative and Alternate:** Appointed Flanagan as Pokagon Representative and Mayor Humphrey as the alternate.

**LRSB Representative and Alternate:** Appointed Mayor Humphrey as the LRSB Representative and Robertson as the alternate.

**Cemetery Board Representatives:** Appointed Robertson and Lijewski to the Cemetery Board.

**DDA Appointments:** Appointed Mayor Humphrey to the DDA: Motion by Flanagan, seconded by Lijewski to table the re-appointment of Pete Rahm to the DDA: roll call vote, 3-2

Yeas- Mayor Humphrey, Flanagan, Lijewski

Nays-O'Donnell, Robertson

**Zoning Bd. Of Appeals term ending May 2022-** Still have a vacant opening on the Zoning Board of Appeals

Council Comments: Mayor Humphrey stated that the voters of the City of New Buffalo are the will of plurality of the public and looks forward to serving them.

Robertson congratulated the new members of the City Council

O'Donnell congratulated the new members and looks forward to working together.

Motion by Robertson, seconded by, Flanagan to adjourn the meeting at 7:59 p.m. roll call vote, motion carried, 5-0

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**John Humphrey, Mayor**

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**Ann M. Fidler, City Clerk**

**Call to Order at 6:31 pm**

**Roll Call. Present:** Flanagan, New Buffalo, MI, Berrien County; Mayor Humphrey, New Buffalo, MI, Berrien County; Lijewski, New Buffalo, MI, Berrien County; O'Donnell, New Buffalo, MI, Berrien County; Robertson, New Buffalo, MI, Berrien County.

**Approval of Agenda.** Motion by Mayor Humphrey, seconded by, Flanagan to approve the agenda with the addition of the reappointment of DDA member Pete Rahm: roll call vote, motion carried, 5-0.

**Public Comment:** None

**Old Business:**

**Proposed Pleasure Isle Marina Purchase Agreement:** City Attorney, Nick Curcio gave a presentation of the proposed Pleasure Isle Marina Purchase Agreement.

Motion by Robertson, seconded by, O'Donnell to approve the Proposed Pleasure Isle Marina Purchase Agreement: roll call vote, motion failed, 2-3.

**Yeas:** O'Donnell, Robertson

**Nays:** Mayor Humphrey, Flanagan, Lijewski

Motion by to table the Pleasure Isle Marina Purchase Agreement for twenty-four hours to re-vote on Tuesday, November 24, 2020 at 6:30 p.m. at a Special City Council Meeting: roll call vote, motion carried, 3-2.

**Yeas:** Mayor Humphrey, Flanagan, Lijewski

**Nays:** O'Donnell, Robertson

**Re-Appointment of Pete Rahm to the DDA:** Motion by O'Donnell, seconded by, Robertson to approve the re-appointment of Pete Rahm to the DDA: roll call vote, motion carried, 5-0.

**New Business:****Proposed Hardware Store 3<sup>rd</sup> Addendum**

**Motion** by O'Donnell, seconded by, Mayor Humphrey to approve Proposed Hardware Store 3<sup>rd</sup> Addendum as presented except in the third paragraph to strike from the word plus to the end of the sentence ending in the grantees: roll call vote, motion carried, 5-0.

**Council Comments:** Mayor Humphrey apologized to the Deputy Foundation if they were offended.

Motion by Mayor Humphrey, seconded by Robertson to adjourn the meeting at 8:10 p.m. roll call vote, motion carried 5-0.

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**John Humphrey, Mayor**

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**Ann M. Fidler, City Clerk**

**Call to Order at 6:30 pm**

**Roll Call. Present:** Flanagan, New Buffalo, MI, Berrien County; Mayor Humphrey, New Buffalo, MI, Berrien County; Lijewski, New Buffalo, MI, Berrien County; O'Donnell, New Buffalo, MI, Berrien County; Robertson, New Buffalo, MI, Berrien County.

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

**Public Comment:** None

**Old Business:**

**Resolution 20.30 Authorizing the City of New Buffalo to Apply for ACT Recovery Assistance Program for the Municipal Marina Expansion Project.** Motion by Robertson, seconded by O'Donnell, to approve Resolution 20.30 application for the grant roll call vote, motion carried, 5-0.

**New Business:**

**Discussion of Appointing Police Chief, Rich Killips as Acting City Manager:** Motion by Humphrey, seconded by, Flanagan to approve the appointment of Police Chief Rich Killips as Acting City Manager: roll call vote, motion carried, 5-0.

**Appointments to Boards:** Mark Robertson resigned from the Cemetery Board and Mayor Humphrey will replace him on the Cemetery Board.

Mayor Humphrey will be appointed to the GRSD Board and Mark Robertson will be the alternate on the GRSD Board.

Mayor Humphrey is resigning form the LRSB Board and Mark Robertson will be appointed to the LRSB Board

Motion by Humphrey seconded by, Robertson to approve the changes of appointments to the boards: roll call vote, motion carried, 5-0.

**Council Comments:** Mark Robertson stated that thoughts and prayers go to Dave and his family.

Flanagan and Lijewski stated that Chief Killips is a good fit as the Acting City Manager.

Motion by Humphrey seconded by Robertson to adjourn the meeting at 6:45 p.m. roll call vote, motion carried 5-0.

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**John Humphrey, Mayor**

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**Ann M. Fidler, City Clerk**



City Council,

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 71 complaints. Those include 2 accidents, 1 traffic arrests, 2 theft/larceny/fraud, 1 assault, and 9 abandoned vehicles.
- One complaint of interest; coin operated machines at Details Cleaning were broken into, coins and cash were taken. We are working with Michigan City PD on developing suspects because the Details location in Michigan City was also targeted in the same time frame. We have a good video of the suspect vehicle from the security cameras on City Hall.
- As you know, I will be serving in a dual role for a bit. While I am in that capacity, Jason Grimmert will be handling the majority of the administration of the Police Department. Jason has served in this role in the past and has done a rock solid job. Jason has also been promoted to the rank of Lieutenant, a position that NBPD has not had for quite some time. Jason has been with the department for nearly 15 years, please congratulate him when you see him next.

Sincerely,

*Rich Killips*

Richard L Killips

Chief of Police

# MEMORANDUM

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To: City Manager, Mayor & Council Members

From: Fire Chief Chris Huston

Date: December 17, 2020

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Last month the Fire Department did not hold the monthly Training meeting or the business meeting due to COVID-19. The Department had a total of 9 fire calls.

December 4, 2020



#### MONTHLY WATER REPORT FOR NOVEMBER 2020

Total amount of water treated in month	13,450,000 gals
Average daily pumpage in month	448,000 gals.
Maximum treated for one day	588,000 gals.
Minimum treated for one day	338,000 gals.
Backwash water used in month	339,000 gals.

#### COMPARISON BY MONTH AND YEAR

November	2020 (this year) consumption	13,450,000 gals.
November	2019 (last year) consumption	14,921,000 gals.

#### CHEMICAL COSTS AND DATA

Chlorine used in month: 351 lbs. @ 0.925 /lb.	\$ 324.68
Fluoride used in month: 454 lbs. @ 0.467/lb.	\$ 212.02
Aluminum sulfate used in month: 4,641 lbs @ \$0.1615. lb.	\$ 749.52
Total amount spent on chemicals	\$ 1,286.22
Total amount per million gallons	\$ 95.63

#### MAINTENANCE REPORT

1. Exercised generators under load & checked Cathodic Protection.
2. Maintenance Department servicing #1 Flocculation Drive at Water Treatment Plant.
3. Removed leaves @ Water Treatment Plant.
4. Had warranty work completed at Elevated Water Tower during month.
5. Maintenance Department helped worked on screen removal process for Elevated Water Tower warranty work completed by L.C. United.

#### DISTRIBUTION REPORT

1. Drained fire hydrants preparing for upcoming winter season.
2. Read water meters.
3. Did staking for Miss Dig Systems.
4. Did ons/offs and checked high reading complaints.
5. Did bacteriologic testing for neighboring communities.
6. Repaired damaged meter yoke assembly during month.
7. Finished Annual Fire Hydrant Flushing Program.
8. Pro Predators opened up Lighthouse Creek at spillway.
9. Performed required EGLE testing & quarterly QC for Water System Compliance.



10. Handled numerous requests by Engineers on ongoing projects.
11. Handled water quality complaints during month.
12. Preparing for Clearwell Painting Project @ Water Plant during month.
13. Had operator training during month.

**FUEL REPORT**

1. Gasoline consumed	102.1 gals.
2. Diesel fuel consumed	0.0 gals.
3. Total fuel consumed	102.1 gals.
4. Average per day	3.4 gals.

**EQUIPMENT USAGE**

Water Department backhoe	0.0 hrs.
Street Department backhoe	0.0 hrs.
Water Department Dump Truck	0.0 hrs.
Other	0.0 hrs.

**BENEFIT MAN HOURS USED DURING MONTH**

	*	<u>vacation</u>	<u>personal</u>	<u>sick</u>	<u>total hrs.</u>
Ken Anderson		40.0 T.M.	0.0 T.M.	0.0 T.M.	40.0 T.M.
		151.0 YTD	40.0 YTD	22.0 YTD	213.0 YTD
Chris Huston		0.0 T.M.	2.0 T.M.	0.0 T.M.	2.0 T.M.
		144.0 YTD	2.0 YTD	56.5 YTD	202.5 YTD
Robert Gruener		0.0 T.M.	8.0 T.M.	0.0 T.M.	8.0 T.M.
		144.0 YTD	8.0 YTD	16.0 YTD	168.0 YTD
Jeff Johnson		0.0 T.M.	8.0 T.M.	0.0 T.M.	8.0 T.M.
		136.0 YTD	23.5 YTD	24.0 YTD	183.5 YTD

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

**Proposed Work For Month of December 2020**

1. Installing new meter pit assemblies.
2. Continuing COVID-19 Governor Mandates.
3. Preparing facilities for upcoming winter season.

**Merry Christmas And Happy New Year!**

Respectfully submitted,



Kenneth A. Anderson  
City of New Buffalo  
Water Superintendent



December 11, 2020

To: Mayor and City Council:

Winter is upon us! Which means the parks department can get busy doing some projects and planning for spring.

The design work necessary to restore and expand the dune walk has begun. Topographic survey and preliminary design work have been completed for the project as well as a geotechnical evaluation of the soils. This information will be used to complete a final design and bid package for the city to review before the project is bid this winter. Work is planned to be completed on the structure in the Spring of 2021. I am beyond excited about this project!

As far as the repairs on the marina, we are still dealing with some insurance red tape, but are hoping to have those issues resolved soon. Once we have those resolved we can send the repairs out for bid. I am hoping to be able to make some considerable upgrades to the marina. The building is in need of an HVAC system as we currently have no heat or AC in the bathrooms. I'd also like to see new sinks and counter tops, and new flooring in both bathrooms. The current tile is old, holds water and looks moldy all the time.

The ice rink is up and the fence has been installed around it. We are making a few changes this year due to COVID. We will not be opening the bathrooms or using the donated ice skates. Due to the fact that the rink is outside we felt it should be fine and it would give the kids something to do this winter.

Other projects we will be working on this winter are, getting the bathrooms at Oselka Park repainted, getting new trash barrels for the beach and having them painted, getting bids on having the concession stand repaired and painted, as well as a few other routine maintenance projects.

Routine maintenance continues at the rest of the city parks. It's hard to believe winter is upon us.

Respectfully submitted,

Kristen D'Amico  
Parks Director

## Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
PB20-0104	215 Buffalo LLC	215 E Buffalo ST	\$315.00	\$0
<b>Work Description:</b> Interior alterations to add structural support to existing framing members				
PB20-0110	Jason Dohner & Lori Maitland	127 N Eagle ST	\$525.00	\$0
<b>Work Description:</b> New all season room added to existing house 16x20'				
PB20-0102	JKR Holdings LLC	402 N Berrien ST	\$315.00	\$0
<b>Work Description:</b> RE-Roof				
PB20-0103	McCullough James & Kathy	412 S Harrison ST	\$315.00	\$0
<b>Work Description:</b> Re-Roof				
PB20-0108	Lewis Derona R	618 W Indiana ST	\$315.00	\$0
<b>Work Description:</b> Re-Roof				
PB20-0109	CONWAY, WILLIAM & REBECCA	208 clay E	\$315.00	\$0
<b>Work Description:</b> RE-Roof existing house.				
PB20-0106	Pamela J Whitehead	309 Willard S	\$315.00	\$0
<b>Work Description:</b> New Inground Pool				
PB20-0107	Neil Parekh Revocable Trust	805 W Water ST	\$315.00	\$0
<b>Work Description:</b> New Inground Pool				
PB20-0111	BARTO, LYNN	127 S Chicago ST	\$315.00	\$0
<b>Work Description:</b> Re-Roof				
PB20-0098	Sims John Randall & Kara Cline	301 W Mechanic	\$315.00	\$0
<b>Work Description:</b> New Inground pool maturity				

<b>Total Permits For Type:</b>	<b>10</b>
<b>Total Fees For Type:</b>	<b>\$3,360.00</b>
<b>Total Const. Value For Type:</b>	<b>\$0</b>

## Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PE20-0046	Cheryl Mandel	32 Walden WAY	\$639.70	\$0

**Work Description:** New Single Family Home

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PE20-0065	MENDOZA, THOMAS & LYNN M	222 S Norton ST	\$324.45	\$0
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**Work Description:** Electrical work for addition to existing house

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PE20-0037	N Barton LLC	114 N Barton ST Unit A	\$247.50	\$0
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**Work Description:** Electric for New 2 Unit Building

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PE20-0038	N Barton LLC	114 N Barton ST Unit B	\$247.50	\$0
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**Work Description:** New 2 Unit Apartment Building

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PE20-0062	O'Shea William P & Bridget M Trust	1210 W Water ST	\$339.50	\$0
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**Work Description:** Adding sun room

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PE20-0064	CAMPBELL, PROP LLC	715 Whittaker S	\$430.50	\$0
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**Work Description:** Alteration for a new Food take out in existing building

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PE20-0068	MURPHY, BARRETT & LOCKWC	620 Marquette DR	\$173.50	\$0
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**Work Description:** Adding 3 Circuits

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PE20-0067	Neil Parekh Revocable Trust	805 W Water ST	\$247.80	\$0
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**Work Description:** Electrical for new rear porch area

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<b>Total Permits For Type:</b>	<b>8</b>
<b>Total Fees For Type:</b>	<b>\$2,650.45</b>
<b>Total Const. Value For Type:</b>	<b>\$0</b>

## Mechanical

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Permit #	Contractor	Job Address	Fee Total	Const. Value
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PM20-0090	KNOLL BROTHERS, OF MI INC	127 Buffalo W	\$189.00	\$0
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**Work Description:** A/C Unit Replacement

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PM20-0092	Cheryl Mandel	32 Walden WAY	\$367.50	\$0
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**Work Description:** New Single Family Home

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PM20-0096	Neil Parekh Revocable Trust	805 W Water ST	\$215.25	\$0
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**Work Description:** Gas Burning Fire Place

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PM20-0091	SCHULTZ, TIMOTHY	1216 W Water ST	\$189.00	\$0
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**Work Description:** Gas Burning Equipment

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PM20-0094	Bloom Lisa J Trust	9 Preserve WAY	\$189.00	\$0
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**Work Description:** New Furnace

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PM20-0093	JOHNSON, STEVEN & JOAN	7 Preserve WAY	\$530.25	\$0
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**Work Description:** New Single Family Home

<b>Total Permits For Type:</b>	<b>6</b>
<b>Total Fees For Type:</b>	<b>\$1,680.00</b>
<b>Total Const. Value For Type:</b>	<b>\$0</b>

## Plumbing

Permit #	Contractor	Job Address	Fee Total	Const. Value
PP20-0022	Cheryl Mandel	32 Walden WAY	\$400.05	\$0
<b>Work Description:</b> Plumbing system for new single family home				
PP20-0030	CAMPBELL, PROP LLC	715 Whittaker S	\$396.90	\$0
<b>Work Description:</b> Alteration to existing building for new BBQ take out.				
PP20-0029	Sari Hart	109 N Smith ST	\$350.70	\$0
<b>Work Description:</b> Major Remodel to existing Home				

<b>Total Permits For Type:</b>	<b>3</b>
<b>Total Fees For Type:</b>	<b>\$1,147.65</b>
<b>Total Const. Value For Type:</b>	<b>\$0</b>

## Report Summary

Population: All Records

Permit.AmountBalanceDue <= 700,000,000

AND

TransactionItem.DateTimeCreated

Between 11/01/2020 AND

11/30/2020

<b>Grand Total Fees:</b>	<b>\$8,838.10</b>
<b>Grand Total Permits:</b>	<b>27</b>
<b>Grand Total Const. Value:</b>	<b>\$0</b>

To: City Manager, Mayor, City council

Date: 12-17-2020

- Patching pot holes
- Brush pick up weekly
- Yard waste bag picked up
- Repaired police vehicles 4701 and 4713
- Serviced police vehicles 4710,4713 and installed new tires on 4713
- Repaired water plant flocculator
- Cleaning storm drains
- Shorting street signs in shop for repair throughout town
- Replaced tires on hot patcher
- Regrade Stromer RD
- Repaired multiple leaks in plumbing at fire station
- Repaired axle leak on dump truck 102
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From

City of new buffalo street dept



To: Mayor Humphrey and Council  
Re: Treasurer's Monthly Report  
Date: December 17, 2020

Please find attached the following items for your review:

- A. Summary of Payables as of today.
- B. Statements from:
  - The Curcio Law Firm
  - Gabridge & Company, PLC
  - NIES Engineering
- 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: 12/15/2020 INVOICE PAY DATE FROM 12/08/2020 TO 12/08/2020

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
12/15/2020	POOL	00000040935	1001	ADAMS REMCO INC	331.85	1
12/15/2020	POOL	00000040936	1004	ALEXANDER CHEMICAL CORP	3,558.65	2
12/15/2020	POOL	00000040937	3490	AMERICAN SAFETY & FIRST AID	33.27	2
12/15/2020	POOL	00000040938	2038	ANDERSON, KENNETH	50.00	1
12/15/2020	POOL	00000040939	1083	AT&T	526.05	4
12/15/2020	POOL	00000040940	4120	BERRIEN CO DRAIN COMMISSION	76,594.14	1
12/15/2020	POOL	00000040941	4042	BLUE CROSS BLUE SHIELD OF MICH	2,390.44	1
12/15/2020	POOL	00000040942	4042	BLUE CROSS BLUE SHIELD OF MICH	24,029.85	1
12/15/2020	POOL	00000040943	4298	BOLTON, JOSHUA	50.00	1
12/15/2020	POOL	00000040944	3848	BREATHING AIR SYSTEMS	1,041.72	1
12/15/2020	POOL	00000040945	4534	CDW GOVERNMENT	2,336.07	5
12/15/2020	POOL	00000040946	4712	CHARLES NICHOLAS CURCIO	5,010.50	1
12/15/2020	POOL	00000040947	2029	CITY OF NEW BUFFALO	2,084.61	1
12/15/2020	POOL	00000040948	3469	CLUSTER, MICHAEL	50.00	1
12/15/2020	POOL	00000040949	3552	COMCAST	1,227.31	2
12/15/2020	POOL	00000040950	4462	D'AMICO KRISTEN	50.00	1
12/15/2020	POOL	00000040951	4782	DOMESTIC UNIFORM RENTALS	1,017.95	13
12/15/2020	POOL	00000040952	4782	DOMESTIC UNIFORM RENTALS	217.95	3
12/15/2020	POOL	00000040953	4068	ELAN CORP. PAYMENT SYSTEMS	1,589.86	1
12/15/2020	POOL	00000040954	3822	ELECTION SOURCE	440.00	1
12/15/2020	POOL	00000040955	4640	EMC-ELECTRICAL MAINTENANCE & CONST	693.39	2
12/15/2020	POOL	00000040956	1047	ETNA SUPPLY COMPANY	42.88	1
12/15/2020	POOL	00000040957	4429	FERGUSON WATER WORKS	5,857.16	2
12/15/2020	POOL	00000040958	4711	GABRIDGE & COMPANY, PLC	5,960.00	1
12/15/2020	POOL	00000040959	1058	GRSD SEWER AUTHORITY	60,385.40	8
12/15/2020	POOL	00000040960	3529	GRUENER, ROBERT	50.00	1
12/15/2020	POOL	00000040961	1059	HACH COMPANY	822.56	2
12/15/2020	POOL	00000040962	MISC	HARMON, JOANNE	117.22	1
12/15/2020	POOL	00000040963	1065	HERALD PALLADIUM	431.32	1
12/15/2020	POOL	00000040964	4682	HERITAGE NATIONAL MARKETING	641.84	1
12/15/2020	POOL	00000040965	3678	HUSTON, CHRISTOPHER	50.00	1
12/15/2020	POOL	00000040966	3737	ID NETWORKS	495.00	1
12/15/2020	POOL	00000040967	1073	INDIANA MICHIGAN POWER	1,116.48	4
12/15/2020	POOL	00000040968	4173	INTEGRA CERT. DOCUMENT DESTRUCTION	46.36	1
12/15/2020	POOL	00000040969	4693	J. P. GILLEN & ASSOCIATES/EDGE IT	2,825.00	2
12/15/2020	POOL	00000040970	3531	JOHNSON, JEFFREY	50.00	1
12/15/2020	POOL	00000040971	1076	KABELIN ACE HARDWARE	247.50	1
12/15/2020	POOL	00000040972	4487	KATE VYSKOCIL	83.71	2
12/15/2020	POOL	00000040973	4930	L&M FAB TECH	4,400.00	1
12/15/2020	POOL	00000040974	4206	LAKESHORE RECYCLING & DISPOSAL LLC	21,701.60	2
12/15/2020	POOL	00000040975	3382	MEDIC 1	9,013.00	1
12/15/2020	POOL	00000040976	3524	MENARDS	159.33	3
12/15/2020	POOL	00000040977	2142	MICHIGAN ASSN CHIEFS OF POLICE	100.00	1
12/15/2020	POOL	00000040978	3439	MICHIGAN MUNICIPAL LEAGUE	195.00	1
12/15/2020	POOL	00000040979	4062	MICHIGAN STATE POLICE	43.25	1
12/15/2020	POOL	00000040980	2139	MISS DIG SYSTEM	1,549.16	1
12/15/2020	POOL	00000040981	1113	NEW BUFFALO AREA SCHOOLS	733.16	1
12/15/2020	POOL	00000040982	4498	NEW BUFFALO HARDWARE	188.25	13
12/15/2020	POOL	00000040983	4402	NEW BUFFALO ROD & GUN CLUB	100.00	1
12/15/2020	POOL	00000040984	2032	NEW BUFFALO TOWNSHIP	37.46	1
12/15/2020	POOL	00000040985	2032	NEW BUFFALO TOWNSHIP	2,000.00	1
12/15/2020	POOL	00000040986	2820	NIES ENGINEERING	6,550.00	1
12/15/2020	POOL	00000040987	2037	OVERHEAD DOOR	482.46	1
12/15/2020	POOL	00000040988	1100	PARRETT COMPANY	73.24	1
12/15/2020	POOL	00000040989	2085	PINE GROVE CEMETERY AUTHORITY	2,500.00	1
12/15/2020	POOL	00000040990	MISC	POKORNY, STEPHEN	107.03	1
12/15/2020	POOL	00000040991	3739	PRAXAIR DISTRIBUTION INC	91.63	1
12/15/2020	POOL	00000040992	4684	PRIDE THE PORTABLE TOILET COMPANY	635.00	4

BANK CODE: POOL CHECK DATE: 12/15/2020 INVOICE PAY DATE FROM 12/08/2020 TO 12/08/2020

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
12/15/2020	POOL	00000040993	2065	RIDGE AUTO PARTS	232.49	8
12/15/2020	POOL	00000040994	4953	RIGGS OUTDOOR POWER-LAPORTE	358.00	1
12/15/2020	POOL	00000040995	3501	RUNKLE ELECTRIC	1,010.00	1
12/15/2020	POOL	00000040996	4703	SAFEBUILT LLC	18,076.80	5
12/15/2020	POOL	00000040997	MISC	SCHMIEDELER, CARLA	24.09	1
12/15/2020	POOL	00000040998	2374	SEIFERT'S FARM SUPPLY	33.00	1
12/15/2020	POOL	00000040999	4721	SHI INTERNATIONAL CORP	4,436.42	4
12/15/2020	POOL	00000041000	3199	SITTIG ASSESSMENT SERVICES LLC	4,285.00	1
12/15/2020	POOL	00000041001	3156	STAPLES	305.08	1
12/15/2020	POOL	00000041002	4186	STAR UNIFORMS	932.81	4
12/15/2020	POOL	00000041003	3497	STATE OF MICHIGAN DEQ	1,581.05	2
12/15/2020	POOL	00000041004	3497	STATE OF MICHIGAN DEQ	150.00	1
12/15/2020	POOL	00000041005	2467	TELE-RAD INC	577.20	2
12/15/2020	POOL	00000041006	2844	THREE OAKS FORD	341.23	2
12/15/2020	POOL	00000041007	4698	US BANK EQUIPMENT FINANCE	479.36	2
12/15/2020	POOL	00000041008	2969	USA BLUEBOOK	353.16	1
12/15/2020	POOL	00000041009	4941	VILLWOCKS OUTDOOR LIVING, INC.	99.00	1
12/15/2020	POOL	00000041010	4505	WELLS FARGO VENDOR FIN SERV	1,191.58	1
12/15/2020	POOL	00000041011	4947	WEST MARINE	1,563.95	1
12/15/2020	POOL	00000041012	3614	WORKING WELL	3,420.00	1

Num Checks: 78

Num Stubs: 0

Num Invoices: 156

Total Amount: 292,655.83



THE CURCIO LAW FIRM

710 Liberty Street, Suite C  
Spring Lake, Michigan 49456

# INVOICE

Invoice # 265  
Date: 12/01/2020  
Due Upon Receipt

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

7-00001-NB - General

Invoice Number	Services Commencing	Services Through	Service Fee
265	11/1/20	11/30/20	\$2,443.50
		<b>Amount Applied From Trust:</b>	\$56.50
		<b>Amount Remaining in Trust After Payment:</b>	\$0.00
		<b>Amount Owed:</b>	\$5,010.50

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
265	12/01/2020	\$5,067.00	\$0.00	\$5,067.00
			<b>Amount Applied From Trust</b>	<b>\$56.50</b>
			<b>Outstanding</b>	<b>\$5,010.50</b>

Please make all amounts payable to: Curcio Law Firm PLC

Payment is due upon receipt.

# Gabridge & Company, PLC

3940 Peninsular Dr SE Ste 200

Grand Rapids, MI 49546



Phone: (616) 538-7100

www.gabridgeco.com

## CITY OF NEW BUFFALO

LORI VANDER CLAY

224 W BUFFALO ST

NEW BUFFALO, MI 49117

Invoice: 7332578

Date: 11/10/2020

Due Date: 11/25/2020

For professional service rendered as follows:

Final billing for June 30, 2020 financial statement audit report. 6,960.00

Billed Time & Expenses \$6,960.00

Invoice Total \$6,960.00

<u>11/10/2020</u>	<u>10/31/2020</u>	<u>09/30/2020</u>	<u>08/31/2020</u>	<u>07/31/2020+</u>	<u>Total</u>
6,960.00	0.00	6,960.00	0.00	0.00	\$13,920.00

Please return this portion with payment.

Invoice: 7332578

ID: NEWBUF001

CITY OF NEW BUFFALO

Date: 11/10/2020

Due Date: 11/25/2020

Card Type: \_\_\_\_\_ C V V: \_\_\_\_\_

Amount Due: **\$13,920.00**

Card #: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Amount Enclosed: \$ \_\_\_\_\_

Signature: \_\_\_\_\_

Payments are due 15 days beyond stated invoice date. If we have not received your payment within 30 days, a service charge will be assessed at an annual rate of 20% on all balances past the specified due date.



✓ Invoice No.: 20-549-00-2

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

20-549 Service Period Through: Nov 27 2020  
2020 General Plan Updates Printed: Dec 04 2020

20-549-01 Design			
Staff	Rate	Hours	Amount
Howard Jones	Basic: \$146.000	7	\$1,022.00
	Overtime: \$146.000		\$0.00
Derek Snyder	Basic: \$142.000	16	\$2,272.00
	Overtime: \$142.000		\$0.00
Howard Jones	Basic: \$146.000	21	\$3,066.00
	Overtime: \$146.000		\$0.00
Sub Con. Berrien County, MI	Basic:		\$0.00
	Overtime:		\$0.00
10145			
Deeds/Plats	1	0	\$190.00
Summary for : 20-549-01: Hourly:		\$6,360.00	Expenses: \$190.00
		Sub-Total:	\$6,550.00

Summary for Job Group: 20-549

Please remit payment of:  
Six Thousand Five Hundred Fifty Dollars And No Cents

To: NIES Engineering, Inc.  
2421 173rd Street,  
Hammond, IN 46323

Payment Terms: Net 30 Days

Basic: \$6,360.00  
Overtime: \$0.00  
Sub-Total: \$6,360.00  
Total Expenses: \$190.00

Invoice Grand Total: \$6,550.00

Thank You for your Business

591-536-818-2

INVOICE GL DISTRIBUTION REPORT  
 POST DATES 11/11/2020 - 12/08/2020  
 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 101 LEGISLATIVE							
101-101-801.000	12/08/20	MICHIGAN MUNICIPAL LEAGUE	EDUCATION AND TRAINING FOR MAYOR/CO	12/08/20	12/08/20	195.00	40978
			Total For Dept 101 LEGISLATIVE			195.00	
Dept 215 CLERK							
101-215-716.000	11/19/20	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 DEC 2020	111920 PPO 500	12/08/20	1,480.02	40926
			Total For Dept 215 CLERK			1,480.02	
Dept 253 TREASURER							
101-253-716.000	11/19/20	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 DEC 2020	111920 PPO 500	12/08/20	1,290.04	40926
101-253-751.000	12/07/20	KATE VYSKOCIL	MILEAGE REIMB TO COUNTY- PICK UP TA	120720	12/08/20	33.71	40972
101-253-853.000	12/01/20	KATE VYSKOCIL	PHONE STIPEND/VYSKOCIL/12/01/20	12/01/20	12/08/20	50.00	40972
			Total For Dept 253 TREASURER			1,373.75	
Dept 262 ELECTIONS							
101-262-818.000	12/03/20	ELECTION SOURCE	ON SITE TESTING/ELECTIONS	20-57129	12/08/20	440.00	40954
			Total For Dept 262 ELECTIONS			440.00	
Dept 266 ATTORNEY							
101-266-826.400	12/02/20	CHARLES NICHOLAS CURCIO	GENERAL LEGAL SERVICES THRU NOVEMBE	265	12/08/20	5,010.50	40946
			Total For Dept 266 ATTORNEY			5,010.50	
Dept 276 CEMETERY							
101-276-969.000	12/01/20	PINE GROVE CEMETERY AUTHORITY	CEMETARY/12/01/20	12/01/20	12/08/20	2,500.00	40989
			Total For Dept 276 CEMETERY			2,500.00	
Dept 298 GENERAL GOVERNMENT							
101-298-716.000	11/19/20	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 DEC 2020	111920 PPO 500	12/08/20	2,924.70	40926
101-298-728.000	11/19/20	CDW GOVERNMENT	COMPUTER/FRONT OFFICE/GEN GOV	4435277	12/08/20	779.88	40945
101-298-728.000	11/18/20	STAPLES	OFFICE SUPPLIES/GEN GOV	6035517820074317	12/08/20	305.08	41001
101-298-751.000	11/01/20	NEW BUFFALO AREA SCHOOLS	GASOLINE/11/01/20-12/07/20	11/01/20	12/08/20	3.34	40981
101-298-756.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	430.25	40923
101-298-818.000	10/31/20	INTEGRA CERT. DOCUMENT DESTRUC	DOCUMENT DESTRUCTION/GEN GOV	0026150439	12/08/20	46.36	40968
101-298-818.000	12/03/20	WORKING WELL	COVID TESTING/STREET/POLICE/WATER/G	00344591-00	12/08/20	600.00	41012
101-298-854.000	12/07/20	J. P. GILLEN & ASSOCIATES/EDGE	OCTOBER 2020 IT SERVICES	1459	12/08/20	1,250.00	40969
101-298-854.200	11/18/20	SHI INTERNATIONAL CORP	SOFTWARE EXPENSE/GEN GOV	B12609556	12/08/20	296.42	40999
101-298-854.200	11/30/20	SHI INTERNATIONAL CORP	SOFTWARE EXPENSE/GEN GOV	B12663399	12/08/20	444.64	40999
101-298-903.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	246.24	40923
101-298-903.000	11/01/20	HERALD PALLADIUM	CCODE ENFORCEMENT EMPLOYMENT ADVERT	60000481	12/08/20	431.32	40963
101-298-903.000	11/19/20	SBF ENTERPRISES	PRINTING AND POSTAGE WINTER TAX BI	12405072	12/08/20	603.54	40929
101-298-920.000	10/02/20	CITY OF NEW BUFFALO	WATER/10/02/20-11/30/20	10/02/20	12/08/20	268.49	40947
101-298-931.000	11/04/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/CITY HALL/11/04/2	1104209505	12/08/20	147.75	40951
101-298-931.000	11/18/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/CITY HALL/11/18/2	1118209505	12/08/20	147.75	40951
101-298-932.000	10/14/20	VILLWOCKS OUTDOOR LIVING, INC.	IRRIGATION WINTERIZATION/GEN GOV	34745	12/08/20	99.00	41009
101-298-943.000	11/01/20	US BANK EQUIPMENT FINANCE	PRINTER RENTAL/GEN GOV/11/01/20-11/	428142947	12/08/20	239.68	41007
			Total For Dept 298 GENERAL GOVERNMENT			9,264.44	
Dept 305 POLICE							
101-305-716.000	11/19/20	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE--PPO 1000 PLAN DEC	111910	12/08/20	2,390.44	40925
101-305-716.000	11/19/20	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 DEC 2020	111920 PPO 500	12/08/20	7,198.57	40926
101-305-728.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	158.72	40923
101-305-751.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	30.46	40923
101-305-751.000	11/01/20	NEW BUFFALO AREA SCHOOLS	GASOLINE/11/01/20-12/07/20	11/01/20	12/08/20	432.34	40981
101-305-756.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	33.65	40923
101-305-801.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	193.59	40923

INVOICE GL DISTRIBUTION REPORT  
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Fund 101 GENERAL FUND							
Dept 305 POLICE							
101-305-818.000	12/03/20	WORKING WELL	COVID TESTING/STREET/POLICE/WATER/G:	00344591-00	12/08/20	270.00	41012
101-305-818.000	10/06/20	MICHIGAN STATE POLICE	LIVE SCAN/POLICE/12/6/20	551571180	12/08/20	43.25	40979
101-305-831.000	08/07/20	MICHIGAN ASSN CHIEFS OF POLICE	MEMBERSHIP/GRIMMETT/POLICE	300005560	12/08/20	100.00	40977
101-305-831.000	12/03/20	NEW BUFFALO ROD & GUN CLUB	MEMBERSHIP DUES/2021/POLICE	NBRG2021	12/08/20	100.00	40983
101-305-851.000	11/30/20	TELE-RAD INC	RADIO MAINTENANCE/JULY/AUG/SEPT/OCT	899341	12/08/20	343.80	41005
101-305-853.000	12/01/20	CLUSTER, MICHAEL	PHONE STIPEND/12/01/20/CLUSTER	12/01/20	12/08/20	50.00	40948
101-305-853.000	10/24/20	VERIZON WIRELESS	VERIZON/POLICE/PARK/STREET/10/24/20	9867645359	12/08/20	336.85	40934
101-305-920.000	10/02/20	CITY OF NEW BUFFALO	WATER/10/02/20-11/30/20	10/02/20	12/08/20	160.19	40947
101-305-931.000	11/04/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/POLICE/11/4/20	1104209705	12/08/20	111.95	40951
101-305-931.000	11/18/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/POLICE/11/18/20	1118209705	12/08/20	111.95	40952
101-305-939.000	11/25/20	THREE OAKS FORD	VEHICLE REPAIR/POLICE	145267	12/08/20	60.72	41006
101-305-939.000	11/05/20	RIDGE AUTO PARTS	VEHICLE REPAIR/POLICE	425682	12/08/20	134.17	40993
101-305-943.000	11/15/20	PARRETT COMPANY	EQUIPMENT RENTAL/POLICE	55673	12/08/20	73.24	40988
101-305-979.000	11/11/20	CDW GOVERNMENT	COMPUTER FOR FRONT OFFICE/POLICE	4434931	12/08/20	779.88	40945
Total For Dept 305 POLICE						13,113.77	
Dept 336 FIRE							
101-336-751.000	11/01/20	NEW BUFFALO AREA SCHOOLS	GASOLINE/11/01/20-12/07/20	11/01/20	12/08/20	35.16	40981
101-336-818.000	12/03/20	WORKING WELL	COVID TESTING/STREET/POLICE/WATER/G:	00344591-00	12/08/20	600.00	41012
101-336-818.000	12/01/20	NEW BUFFALO TOWNSHIP	CONTRACTED FIRE SERVICES/DECEMBER 2	12/03/20	12/08/20	2,000.00	40985
101-336-853.000	12/01/20	HUSTON, CHRISTOPHER	PHONE STIPEND/12/01/20	12/01/20	12/08/20	50.00	40965
101-336-920.000	10/02/20	CITY OF NEW BUFFALO	WATER/10/02/20-11/30/20	10/02/20	12/08/20	311.01	40947
101-336-920.000	10/23/20	SEMCO ENERGY GAS CO.	SEMCO/10/23/20-11/23/20	10/23/20	12/08/20	119.35	40933
101-336-979.000	11/19/20	TELE-RAD INC	BATTERIES/FIRE	89991	12/08/20	233.40	41005
Total For Dept 336 FIRE						3,348.92	
Dept 371 INSPECTION SERVICES							
101-371-819.000	11/01/20	SAFEBUILT LLC	SAFEBUILT INSPECTIONS/11/01/20	4091	12/08/20	7,132.50	40996
101-371-819.000	12/01/20	SAFEBUILT LLC	SAFEBUILT PERMITS/12/1/20	4135	12/08/20	3,330.00	40996
101-371-819.000	12/01/20	SAFEBUILT LLC	BUILDING INSPECTION/12/01/20	4159	12/08/20	150.00	40996
101-371-819.100	11/01/20	SAFEBUILT LLC	SAFEBUILT INSPECTIONS/11/01/20	4091	12/08/20	1,890.00	40996
101-371-819.100	12/01/20	SAFEBUILT LLC	SAFEBUILT PERMITS/12/1/20	4135	12/08/20	1,282.50	40996
101-371-819.200	11/01/20	SAFEBUILT LLC	SAFEBUILT INSPECTIONS/11/01/20	4091	12/08/20	1,447.20	40996
101-371-819.200	12/01/20	SAFEBUILT LLC	SAFEBUILT PERMITS/12/1/20	4135	12/08/20	659.70	40996
101-371-819.300	11/01/20	SAFEBUILT LLC	SAFEBUILT INSPECTIONS/11/01/20	4091	12/08/20	684.90	40996
101-371-819.400	11/01/20	SAFEBUILT LLC	SHORT TERM RENTAL INSPECTIONS/11/01	4116 11/01/20	12/08/20	1,200.00	40996
101-371-819.400	12/01/20	SAFEBUILT LLC	RENTAL INSPECTION/12/1/20	4155	12/08/20	300.00	40996
Total For Dept 371 INSPECTION SERVICES						18,076.80	
Dept 442 STREET OPERATING							
101-442-716.000	11/19/20	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 DEC 2020	111920 PPO 500	12/08/20	3,889.86	40926
101-442-751.000	11/01/20	NEW BUFFALO AREA SCHOOLS	GASOLINE/11/01/20-12/07/20	11/01/20	12/08/20	77.55	40981
101-442-756.000	11/25/20	RIDGE AUTO PARTS	OPERATING SUPPLIES/STREET	426654	12/08/20	42.75	40993
101-442-756.000	11/05/20	RIDGE AUTO PARTS	OPERATING SUPPLIES/STREET	425683	12/08/20	4.10	40993
101-442-756.000	11/22/20	PRAXAIR DISTRIBUTION INC	OPERATING SUPPLIES/STREET	60261174	12/08/20	91.63	40991
101-442-767.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	372.04	40923
101-442-767.000	11/05/20	NEW BUFFALO HARDWARE	EQUIPMENT/STREET	A167784	12/08/20	8.97	40982
101-442-767.000	11/02/20	NEW BUFFALO HARDWARE	EQUIPMENT/STREET	B63359	12/08/20	15.99	40982
101-442-767.000	11/23/20	NEW BUFFALO HARDWARE	EQUIPMENT/STREET	A170291	12/08/20	15.78	40982
101-442-767.000	11/23/20	RIDGE AUTO PARTS	EQUIPMENT/STREET	426555	12/08/20	7.32	40993
101-442-767.000	11/05/20	RIDGE AUTO PARTS	EQUIPMENT/STREET	425684	12/08/20	6.15	40993
101-442-818.000	12/03/20	WORKING WELL	COVID TESTING/STREET/POLICE/WATER/G:	00344591-00	12/08/20	1,050.00	41012
101-442-818.000	11/18/20	KABELIN ACE HARDWARE	SCISSOR LIFT RENTAL/CHRISTMAS LIGHT	47812-2	12/08/20	247.50	40971



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Fund 101 GENERAL FUND							
Dept 442 STREET OPERATING							
101-442-818.000	12/01/20	LAKESHORE RECYCLING & DISPOSAL	DUMPSTER SERVICE/JAN/2020	114867JAN	12/08/20	116.00	40974
101-442-831.000	11/16/20	MISS DIG SYSTEM	MEMBERSHIP & DUES/WATER/STREET	20210634	12/08/20	774.58	40980
101-442-853.000	12/01/20	BOLTON, JOSHUA	PHONE STIPEND/12/01/20/BOLTON	12/01/20	12/08/20	50.00	40943
101-442-853.000	10/24/20	VERIZON WIRELESS	VERIZON/POLICE/PARK/STREET/10/24/20	9867645359	12/08/20	40.01	40934
101-442-903.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	201.00	40923
101-442-920.000	11/01/20	INDIANA MICHIGAN POWER	ELECTRIC/STREETS/	04706607555-23	12/08/20	328.62	40928
101-442-920.000	11/23/20	COMCAST	COMCAST/STREET/11/23/20-12/22/20	8771402550009748	12/08/20	174.03	40930
101-442-920.000	10/02/20	CITY OF NEW BUFFALO	WATER/10/02/20-11/30/20	10/02/20	12/08/20	688.69	40947
101-442-920.000	10/23/20	SEMCO ENERGY GAS CO.	SEMCO/10/23/20-11/23/20	10/23/20	12/08/20	297.48	40933
101-442-931.000	11/04/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/STREET/11/04/20	1104200105	12/08/20	63.50	40951
101-442-931.000	11/18/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/GARAGE/11/18/20	1118200105	12/08/20	63.50	40952
101-442-933.000	11/25/20	RIGGS OUTDOOR POWER-LAPORTE	EQUIPMENT/STREET	1175646	12/08/20	358.00	40994
101-442-933.000	11/11/20	RIDGE AUTO PARTS	EQUIPMENT/STREET	426020	12/08/20	14.99	40993
101-442-962.000	11/30/20	RIDGE AUTO PARTS	SERVICE CHARGE/STREET/11/30.20	11320	12/08/20	3.02	40993
Total For Dept 442 STREET OPERATING						9,003.06	
Dept 448 STREET LIGHTING							
101-448-926.000	11/01/20	INDIANA MICHIGAN POWER	ELECTRIC /STREET LIGHTING	04459418614-23	12/08/20	218.63	40928
101-448-926.000	10/01/20	INDIANA MICHIGAN POWER	ELECTRIC/STREET LIGHTING/11/01/20-1	04023785704-12	12/14/20	1,726.69	40932
101-448-926.000	12/03/20	EMC-ELECTRICAL MAINTENANCE & C	STREET LIGHT RECEPTACLE POWER REPAIR	7817	12/08/20	100.00	40955
Total For Dept 448 STREET LIGHTING						2,045.32	
Dept 523 SOLID WASTE COLLECTION							
101-523-818.000	12/01/20	LAKESHORE RECYCLING & DISPOSAL	WEEKLY CURBSIDE GARBAGE/JAN/2020	114868 JAN	12/08/20	20,674.60	40974
101-523-818.000	12/01/20	LAKESHORE RECYCLING & DISPOSAL	DUMPSTER SERVICE/JAN/2020	114867JAN	12/08/20	188.00	40974
Total For Dept 523 SOLID WASTE COLLECTION						20,862.60	
Dept 651 AMBULANCE SERVICE							
101-651-818.000	11/01/20	MEDIC 1	AMBULANCE/11/01/20	11/01/20	12/08/20	9,013.00	40975
Total For Dept 651 AMBULANCE SERVICE						9,013.00	
Dept 872 OTHER FUNCTIONS							
101-872-807.000	12/07/20	GABRIDGE & COMPANY, PLC	AUDIT 2019-20 2ND HALF OF PAYMENT	7332578	12/08/20	1,500.00	40958
Total For Dept 872 OTHER FUNCTIONS						1,500.00	
Total For Fund 101 GENERAL FUND						97,227.18	
Fund 105 PNBALRSB							
Dept 000							
105-000-807.000	12/07/20	GABRIDGE & COMPANY, PLC	AUDIT 2019-20 2ND HALF OF PAYMENT	7332578	12/08/20	1,960.00	40958
Total For Dept 000						1,960.00	
Total For Fund 105 PNBALRSB						1,960.00	
Fund 202 MAJOR STREET FUND							
Dept 463 ROUTINE MAINTENANCE							
202-463-751.000	11/01/20	NEW BUFFALO AREA SCHOOLS	GASOLINE/11/01/20-11/30/20	11/02/20-2	12/08/20	556.64	
Total For Dept 463 ROUTINE MAINTENANCE						556.64	
Dept 482 ADMINISTRATIVE							
202-482-807.000	12/07/20	GABRIDGE & COMPANY, PLC	AUDIT 2019-20 --MAJOR/LOCAL PORTION	7332578 MAJ/LOC	12/08/20	500.00	
Total For Dept 482 ADMINISTRATIVE						500.00	

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Fund 202 MAJOR STREET FUND							
Total For Fund 202 MAJOR STREET FUND						1,056.64	
Fund 203 LOCAL STREET FUND							
Dept 463 ROUTINE MAINTENANCE							
203-463-751.000	11/01/20	NEW BUFFALO AREA SCHOOLS	GASOLINE/11/01/20-11/30/20	11/02/20-2	12/08/20	111.33	
Total For Dept 463 ROUTINE MAINTENANCE						111.33	
Dept 482 ADMINISTRATIVE							
203-482-807.000	12/07/20	GABRIDGE & COMPANY, PLC	AUDIT 2019-20 --MAJOR/LOCAL PORTION	7332578 MAJ/LOC	12/08/20	500.00	
Total For Dept 482 ADMINISTRATIVE						500.00	
Total For Fund 203 LOCAL STREET FUND						611.33	
Fund 208 PARK FUND							
Dept 691 PARK							
208-691-716.000	11/19/20	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 DEC 2020	111920 PPO 500	12/08/20	715.10	40926
208-691-728.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	7.35	40923
208-691-728.000	11/06/20	NEW BUFFALO HARDWARE	OFFICE SUPPLIES/PARK	A167887	12/08/20	10.99	40982
208-691-728.000	12/16/20	NEW BUFFALO HARDWARE	OFFICE SUPPLIES/BOAT RAMP/PARK	A169342	12/08/20	11.48	40982
208-691-751.000	11/01/20	NEW BUFFALO AREA SCHOOLS	GASOLINE/11/01/20-12/07/20	11/01/20	12/08/20	58.59	40981
208-691-756.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	479.82	40923
208-691-756.000	11/24/20	MENARDS	OPERATING SUPPLIES/PARK	65383	12/08/20	30.33	40976
208-691-756.000	11/23/20	MENARDS	OPERATING SUPPLIES/PARK	65324	12/08/20	39.60	40976
208-691-756.000	11/11/20	MENARDS	OPERATING SUPPLIES/PARK	64943	12/08/20	89.40	40976
208-691-756.000	11/18/20	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/PARK	A169621	12/08/20	8.49	40982
208-691-756.000	11/19/20	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/PARK	A169815	12/08/20	28.95	40982
208-691-756.000	11/23/20	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/PARK	A170331	12/08/20	36.19	40982
208-691-756.000	11/25/20	NEW BUFFALO HARDWARE	EQUIPMENT/STREET	B64593	12/08/20	5.79	40982
208-691-767.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	14.83	40923
208-691-767.000	11/18/20	NEW BUFFALO HARDWARE	EQUIPMENT/PARK	A169717	12/08/20	3.08	40982
208-691-768.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	143.48	40923
208-691-807.000	12/07/20	GABRIDGE & COMPANY, PLC	AUDIT 2019-20 2ND HALF OF PAYMENT	7332578	12/08/20	500.00	40958
208-691-818.000	11/01/20	PRIDE THE PORTABLE TOILET COM	TOILET RENTAL/PARK/10/29/29/20-11/2	21959	12/08/20	250.00	40992
208-691-818.000	12/03/20	WORKING WELL	COVID TESTING/STREET/POLICE/WATER/G	00344591-00	12/08/20	600.00	41012
208-691-818.000	12/01/20	LAKESHORE RECYCLING & DISPOSAL	DUMPSTER SERVICE/JAN/2020	114867JAN	12/08/20	629.00	40974
208-691-818.000	11/13/20	PRIDE THE PORTABLE TOILET COM	TOILET RENTAL/DOG PARK/11/13/20-12/	22112	12/08/20	90.00	40992
208-691-818.000	11/13/20	PRIDE THE PORTABLE TOILET COM	TOILET RENTAL/OSELKA PARK/11/13/20-	22113	12/08/20	90.00	40992
208-691-853.000	12/01/20	D'AMICO KRISTEN	PHONE STIPEND/12/01/20 D'AMICO	12/01/20	12/08/20	50.00	40950
208-691-853.000	10/24/20	VERIZON WIRELESS	VERIZON/POLICE/PARK/STREET/10/24/20	9867645359	12/08/20	130.33	40934
208-691-920.000	11/01/20	INDIANA MICHIGAN POWER	ELECTRIC/PARKS	04546766223-23	12/08/20	158.19	40928
208-691-920.000	12/02/20	COMCAST	8771 40 255 0106726 BOAT RAMP	12220	12/08/20	331.35	40930
208-691-920.000	10/02/20	CITY OF NEW BUFFALO	WATER/10/02/20-11/30/20	10/02/20	12/08/20	656.23	40947
208-691-931.000	11/04/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BOAT RAMP/PARK/11	1104200535	12/08/20	42.95	40951
208-691-931.000	11/04/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BEACH/PARK/11/04/	1104200505	12/08/20	65.90	40951
208-691-931.000	11/04/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/MARINA/PARK/11/04	1104200515	12/08/20	70.95	40951
208-691-931.000	11/04/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/OSELKA/PARK/11/04	1104200525	12/08/20	72.95	40951
208-691-931.000	11/18/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BEACH/PARK/11/18/	1118200505	12/08/20	65.90	40951
208-691-931.000	11/18/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/OSELKA/PARK/11/18	1118200525	12/08/20	72.95	40951
208-691-931.000	11/18/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/MARINA/PARK/11/18	1118200515	12/08/20	70.95	40951
208-691-931.000	11/18/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BOAT RAMP/PARK/11	1118200535	12/08/20	42.95	40951
208-691-932.000	11/01/20	EMC-ELECTRICAL MAINTENANCE & C	REPAIR OUTSIDE LIGHTS/OSELKA PARK	7781	12/08/20	593.39	40955
208-691-933.200	11/22/20	JOHN DEERE FINANCIAL	JD LOADER/PARK/11/22/20	2421946	12/08/20	142.94	40931
208-691-933.200	11/22/20	JOHN DEERE FINANCIAL	JD UTILITY/PARK/11/22/20	2421945	12/08/20	940.66	40931
208-691-939.000	11/09/20	THREE OAKS FORD	VEHICLE REPAIR/PARK	66712	12/08/20	280.51	41006
208-691-967.000	11/23/20	WEST MARINE	KASCO DE-ICER (BUBBLERS) FOR MARINA	1000740	12/08/20	1,563.95	41011

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Fund 208 PARK FUND							
Dept 691 PARK							
			Total For Dept 691 PARK			9,195.52	
			Total For Fund 208 PARK FUND			9,195.52	
Fund 402 EQUIPMENT PURCHASE FUND							
Dept 902 CAPITAL							
402-902-981.200	11/17/20	WELLS FARGO VENDOR FIN SERV	EQUIPMENT PAYMENT/STREET/PARK/11/17	5012758764	12/08/20	714.95	41010
402-902-981.300	11/17/20	WELLS FARGO VENDOR FIN SERV	EQUIPMENT PAYMENT/STREET/PARK/11/17	5012758764	12/08/20	476.63	41010
			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							
590-537-807.000	12/07/20	GABRIDGE & COMPANY, PLC	AUDIT 2019-20 2ND HALF OF PAYMENT	7332578	12/08/20	1,000.00	40958
590-537-836.000	12/07/20	GRSD SEWER AUTHORITY	OPERATING RESERVE JULY 2020	0000011668	12/08/20	57,957.40	40959
590-537-836.100	12/07/20	GRSD SEWER AUTHORITY	SERVICE LIFT ST. 74 REPLACE PUMP	0000011776	12/08/20	212.00	40959
590-537-836.100	12/07/20	GRSD SEWER AUTHORITY	FLUSHED MANHOLE SAND ROAD	0000011777	12/08/20	422.00	40959
590-537-836.100	12/07/20	GRSD SEWER AUTHORITY	CLEAN OUT MAIN NEAR DOLLAR GENERAL	0000011778	12/08/20	316.00	40959
590-537-836.100	12/07/20	GRSD SEWER AUTHORITY	JET 30" FOOT OF LINE DETROIT STR	0000011779	12/08/20	369.00	40959
590-537-836.100	12/07/20	GRSD SEWER AUTHORITY	LIFT ST. 77 ROD CLEAN OUT	0000011780	12/08/20	528.00	40959
590-537-836.100	12/07/20	GRSD SEWER AUTHORITY	SMITH STREET VAC ROD	0000011781	12/08/20	422.00	40959
590-537-836.100	12/07/20	GRSD SEWER AUTHORITY	EMERG. MISS DIG 127 N. BERRIEN	0000011782	12/08/20	159.00	40959
590-537-920.000	11/01/20	INDIANA MICHIGAN POWER	ELECTRIC/SEWER	04598645309-23	12/08/20	356.57	40928
			Total For Dept 537 SEWER			61,741.97	
			Total For Fund 590 SEWER FUND			61,741.97	
Fund 591 WATER FUND							
Dept 536 WATER							
591-536-716.000	11/19/20	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 DEC 2020	111920 PPO 500	12/08/20	6,531.56	40926
591-536-728.000	11/02/20	NEW BUFFALO HARDWARE	OFFICE SUPPLIES/WATER	A167362	12/08/20	9.99	40982
591-536-751.000	11/01/20	NEW BUFFALO AREA SCHOOLS	GASOLINE/11/01/20-12/07/20	11/01/20	12/08/20	126.18	40981
591-536-753.000	11/16/20	ALEXANDER CHEMICAL CORP	BLANKET WATER CHEMICAL PURCHASES	32458	12/08/20	3,527.65	40936
591-536-753.000	11/30/20	ALEXANDER CHEMICAL CORP	BLANKET WATER CHEMICAL PURCHASES	32935	12/08/20	31.00	40936
591-536-756.000	11/01/20	AMERICAN SAFETY & FIRST AID	BUILDING SUPPLIES/11/17/20/WATER	710556-IN	12/08/20	14.39	40937
591-536-756.000	11/17/20	FERGUSON WATER WORKS	WATER PARTS NEEDED FOR INVENTORY	0218968	12/08/20	4,890.00	40957
591-536-756.000	11/10/20	RIDGE AUTO PARTS	OPERATING SUPPLIES/WATER	425963	12/08/20	19.99	40993
591-536-756.000	11/16/20	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/WATER	A169343	12/08/20	6.29	40982
591-536-756.000	11/15/20	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/WATER	A169263	12/08/20	26.26	40982
591-536-756.100	11/17/20	FERGUSON WATER WORKS	WATER TAP SUPPLIES/WATER	0218969	12/08/20	967.16	40957
591-536-756.200	11/09/20	ETNA SUPPLY COMPANY	METER REPLACEMENT/WATER	S103751155.001	12/08/20	42.88	40956
591-536-756.300	11/16/20	STATE OF MICHIGAN DEQ	SUPPLIES AND TESTING/WATER/11/16/20	761-10594428	12/08/20	281.00	41003
591-536-756.400	11/16/20	USA BLUEBOOK	LAB SUPPLIES/WATER	419891	12/08/20	353.16	41008
591-536-801.000	11/13/20	ELAN CORP. PAYMENT SYSTEMS	CREDIT CARD PURCHASES OCTOBER 2020	111320	11/13/20	220.00	40923
591-536-807.000	12/07/20	GABRIDGE & COMPANY, PLC	AUDIT 2019-20 2ND HALF OF PAYMENT	7332578	12/08/20	1,000.00	40958
591-536-818.000	06/28/20	L&M FAB TECH	INSPECTION AND REPAIR INTAKE PIPELI	554-2020	12/08/20	4,400.00	40973
591-536-818.000	12/03/20	WORKING WELL	COVID TESTING/STREET/POLICE/WATER/G	00344591-00	12/08/20	300.00	41012
591-536-818.000	12/01/20	LAKESHORE RECYCLING & DISPOSAL	DUMPSTER SERVICE/JAN/2020	114867JAN	12/08/20	94.00	40974
591-536-819.500	12/01/20	STATE OF MICHIGAN DEQ	PERMIT ANNUAL PERMIT FEE/WATER/12/0	761-10591729	12/08/20	150.00	41004
591-536-824.000	10/30/20	STATE OF MICHIGAN DEQ	LAB CERTIFICATION FEE/WATER	761-10591077	12/08/20	1,300.05	41003
591-536-831.000	11/16/20	MISS DIG SYSTEM	MEMBERSHIP & DUES/WATER/STREET	20210634	12/08/20	774.58	40980
591-536-853.000	12/01/20	ANDERSON, KENNETH	PHONE STIPEND/12/01/20/ANDERSON	12/01/20	12/08/20	50.00	40938

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Fund 591 WATER FUND							
Dept 536 WATER							
591-536-853.000	12/01/20	JOHNSON, JEFFREY	PHONE STIPEND/12/01/20	12/01/20	12/08/20	50.00	40970
591-536-853.000	10/05/20	AT&T	PHONE/WATER/10/5/20-11/4/20	269469853111	12/08/20	104.14	40924
591-536-853.000	12/01/20	GRUENER, ROBERT	PHONE STIPEND/12/01/20/GRUENER	12/01/20	12/08/20	50.00	40960
591-536-920.000	11/01/20	INDIANA MICHIGAN POWER	ELECTRIC/WATER	04354696801-23	12/08/20	2,321.46	40928
591-536-920.000	11/24/20	COMCAST	COMCAST/WATER/11/24/20-12/23/20	8771402550011900	12/08/20	234.44	40930
591-536-920.000	10/23/20	SEMCO ENERGY GAS CO.	SEMCO/10/23/20-11/23/20	10/23/20	12/08/20	1,011.52	40933
591-536-931.000	11/04/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/WATER/11/04/2020	1104200005	12/08/20	41.50	40951
591-536-931.000	11/18/20	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/WATER/11/18/20	1118200005	12/08/20	42.50	40952
591-536-974.700	12/03/20	RUNKLE ELECTRIC	PLANT SECURITY/WATER	201201	12/08/20	1,010.00	40995
591-536-991.700	12/07/20	BERRIEN CO DRAIN COMMISSION	LIGHTHOUSE CREEK ASSESSMENT	120720	12/08/20	76,594.14	40940
Total For Dept 536 WATER						106,575.84	
Total For Fund 591 WATER FUND						106,575.84	
Fund 703 CURRENT TAX FUND							
Dept 000							
703-000-230.100	11/17/20	BERRIEN COUNTY TREASURER	COUNTY OP 10/25 THRU 11/17	111720 OP	11/17/20	12,489.83	2196
703-000-230.100	11/17/20	BERRIEN COUNTY TREASURER	COUNTY SET 10/25 THRU 11/17	111720CO SET	11/17/20	15,703.11	2196
703-000-230.100	12/02/20	BERRIEN COUNTY TREASURER	COUNTY OP 11/18 THRU 12/01	120120 OP	12/02/20	1,929.86	2198
703-000-230.100	12/02/20	BERRIEN COUNTY TREASURER	COUNTY SET 11/18 THRU 12/01	120120 SET	12/02/20	2,426.33	2198
703-000-230.200	11/17/20	NEW BUFFALO AREA SCHOOLS	SUMMER: SCHOOL OP PLUS PENALTY 10/2	111720	11/17/20	13,007.54	2197
703-000-230.200	12/02/20	NEW BUFFALO AREA SCHOOLS	SUMMER: SCHOOL OP PLUS PENALTY 11/1	120120	12/02/20	3,639.52	2199
Total For Dept 000						49,196.19	
Total For Fund 703 CURRENT TAX FUND						49,196.19	

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Fund Totals:							
			Fund 101 GENERAL FUND			97,227.18	
			Fund 105 PNBALRSB			1,960.00	
			Fund 202 MAJOR STREET FUND			1,056.64	
			Fund 203 LOCAL STREET FUND			611.33	
			Fund 208 PARK FUND			9,195.52	
			Fund 402 EQUIPMENT PURCHASE FUND			1,191.58	
			Fund 590 SEWER FUND			61,741.97	
			Fund 591 WATER FUND			106,575.84	
			Fund 703 CURRENT TAX FUND			49,196.19	
Total For All Funds:						<u>328,756.25</u>	



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

## **Board Minutes November 10, 2020**

### **1. Call to Order-Roll Call**

President Sandra Sporleder called the meeting to order at 4:15.

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

Absent: None

### **2. Approval of the Agenda**

Motion made by Becky Borglin and seconded by Kathie Butler to approve the November agenda. All ayes, motion carried.

### **3. Approval of the October Minutes**

Motion made by Janie Campbell to approve corrected September minutes, seconded by Becky Borglin.

All ayes, motion carried.

### **4. Treasurer's Report**

Kathie Butler reported the balances for the end of October. We ended the month with \$264,563.54 in the general fund, and \$842,434.22 in the capital fund.

The Board decided to roll over the CD's that were maturing at TCF for another 6 months. Julie will also check on the Fifth Third CD maturing in November. Since the CDARS program at TCU will end in April, Julie will investigate another solution by asking municipal bankers what programs are available.

We usually receive a check from the city in December, which is really the first payment for 2021. Julie will check with the auditor to see if we can cash this check after the first of the year to be used in the 2021 budget, instead of cashing it in 2020.

Janie asked what the budget item transportation involved, and Julie explained it was for mileage, used during trips for meetings.

Donna Salerno made a motion to accept the October treasurer's report, Janie Campbell seconded. All ayes, motion passed.

### **5. Privilege of the Audience:**

### **6. Business**

- Julie told the board that she would like to add more cameras to the video security system and will get quotes on this for next year.
- The Board briefly talked about what the criteria would be to roll back the library to a previous stage of the reopening plan, if needed. At this point, the only two things that would be considered for a roll back are exposure of COVID and a shutdown order.



- Julie told the board that while getting a quote for a separate issue the repair person looked at issues we were having with the main doors and the staff doors. She is getting a quote to replace the staff door and repair the main entrance doors.
- The committee to evaluate the director gave their report. Julie accepted the review and will submit her contract at the December meeting. She also told that board that she was able to stay on her insurance plan, and it would cost less than last year.
- Becky told the Board she would like to see the library open earlier in the morning. The board briefly discussed various times but decided to revisit library hours in the spring.
- The Board discussed the auditor proposal by Kruggel Lawton. Janie Campbell made a motion to hire Kruggel Lawton for the 2020 audit, seconded by Nancy Mrozek. All ayes, motion passed. Julie will contact Alex Schaeffer to begin the process. Donna said she felt that the completed audit should be sent to the Board and not to Julie. Julie will let the auditors know this information. Julie will ask for a copy to file after the audit is reviewed by the board.
- Julie presented the year to date 2020 budget. We are at 93% of our income for the year and 76% of our expenses. We have three, probably 4 areas that will need to be amended in December. As of November 6<sup>th</sup>, we have a surplus of \$96,686 in the budget. The General Fund has a balance of \$264,563.54. Although we do not have the exact total for the end of the year, we expect to have a surplus in the budget.
- Julie gave the Board a preview of the 2021 budget. This budget will be submitted for approval at the December meeting.

**Library update:**

**7. Director Report:** Julie gave the Board a statistics report of patron visits, including curbside and online attendance.

**8. Board Comments:** Sandy would like the display case to be available for community collections.

Janie mentioned that she did not get reimbursed for the cost of the flowers/plants for the planters. She will continue to submit her receipts, and would also like help from the FOL.

**9. Adjournment:** Kathie Butler made a motion to adjourn, Janie Campbell supported. All ayes; motion passed. The meeting ended at 6:01 pm.

Respectfully submitted,  
Nancy Mrozek, Secretary



## **Manager's Report**

### **12/21/20 Agenda Item A Unused Employee Leave Time**

**Summary:** Needless to say the year 2020 created some never before seen challenges for city staff. Covid-19, multiple elections, and a work load that greatly increased because of a record number of visitors to our city. All of this has caused a situation where some employees were not able to use their benefit time which they were more than entitled to. I am asking that one-time-only, the city pay out employees that have remaining personal and or vacation time on the last pay check of 2020. Even though this is not specifically budgeted, the city has recognized increased revenue this year from the large amount of additional visitors which outweigh this dollar amount.

Approximate total cost: \$25,000

Budgeted: No

Recommendation: Approve the payout of all unused personal and vacation time to employees for the calendar year 2020.

Respectfully submitted,

Rich Killips, Interim City Manager





## **Manager's Report**

### **12/21/20 Agenda Item B 2021 Board Meeting Calendar**

**Summary:** Attached you will see the board calendar for 2021. This calendar outlines all of the regularly scheduled meetings for the year ahead.

Approximate total cost: N/A

Budgeted: N/A

Recommendation: Approve the 2021 board calendar.

Respectfully submitted,

Rich Killips, Interim City Manager



# City of New Buffalo

224 W. Buffalo, New Buffalo, MI 49117

Phone: 269-469-1500 Fax: 269-469-7917

Web site: [www.cityofnewbuffalo.org](http://www.cityofnewbuffalo.org) e-mail: [afidler@cityofnewbuffalo.org](mailto:afidler@cityofnewbuffalo.org)

Office Hours: Monday - Friday 8:00 am – 4:00 pm

Manager

David Richards – 469-1500 x114

Clerk:

Amy Fidler – 469-1500 x111

Treasurer:

Kate Vyskocil – 469-1500 x133

## Council Members

Mayor John Humphrey

Roger Lijewski

Brian Flanagan

Mark Robertson

Lou O'Donnell IV

## 2021 BOARD MEETING DATES, ELECTION DATES AND OFFICE CLOSINGS

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
City Council Meetings	19**	16**	15	19	17	21	19	16	20	18	15	20	3 <sup>rd</sup> Monday., Monthly 6:30pm
Planning Commission Meetings	5			6			6			5			1 <sup>st</sup> Tues., Quarterly 7:00 pm
Zoning Board of Appeals					20						18		3 <sup>rd</sup> Thurs., May/Nov. 5:00pm
Parks/Harbor Commission	7	4	4	1	6	3	1	5	2	7	4	2	1 <sup>st</sup> Thurs., Monthly 6:30 pm
DDA - Downtown Development Authority			11		13				9		10**		2 <sup>nd</sup> Thurs., Quarterly 8:00 am March, May, Sept., Nov.
Board of Review													Meets as Needed
Cemetery Authority		9			11	8			14			14	2 <sup>nd</sup> Tues., of Feb, May, Jun, Sep, Dec, 2:00 pm at NB Twp. Hall
*GRSD-Sewer Authority	20**	24	24	28	26	23	28	25	22	27	17**	15**	4 <sup>th</sup> Wed. Monthly 10:00 am
*Library Board (meets at Library)	12	9	9	13	11	8	13	10	14	12	9	14	2 <sup>nd</sup> Tues., Monthly 4:00 pm
*LRSD (Local Rev. Sharing Board)	12			13			13			12			2 <sup>nd</sup> Tues., Quarterly 8:30 am at NB Twp. Hall
*Medic 1	28	25	25	22	27	24	22	26	23	28	24**	23	4 <sup>th</sup> Thurs., Monthly 8:30 am
Election Dates													City Hall Community Room
City Hall Office Holiday Closings	1,18	15		2	31		5		6		11,25,26	23,24,30, 31	

\*Joint Meeting Locations (Township & other units): GRSD – Chikaming Public Safety Bldg. Red Arrow Hwy., Harbert Medic 1 – 635 E. Napier Ave., Benton Harbor, New Buffalo Township Public Library

\*\*Meeting dates other than regularly scheduled, or to accommodate legal holiday or election.

To be notified of these meetings or special meetings of any boards that meet on a regular basis, make your requests known to the City Clerk. Meetings are posted in compliance with Open Meeting Act, Public Act 267 of 1976 and the Americans with Disabilities Individuals with disabilities requiring auxiliary aids should contact the City Clerk by writing or calling: Amy Fidler, Clerk (269) 469-1500, 224 W. Buffalo St., New Buffalo, MI 49117.



## **Manager's Report**

### **12/21/20 Agenda Item C Police Policy Purchase**

**Summary:** The existing policy manual of the police department is long overdue for updates and additions. Since I have become the Chief of Police, we have been working to update policies as we could, but this has proven to be a monumental undertaking to do in-house. President Trump has passed legislation requiring certain policies be in place in all police departments in the United States who wish to ever receive federal funds. There are multiple ways for us to go about this update/upgrade which include retaining the services of an attorney that specializes in police policy, or engage a nationally recognized firm that specifically handles police policy. The best option for the City of New Buffalo is to purchase an agency specific policy from Lexipol. Lexipol is a national firm that not only creates the agency specific policy, but constantly handles updates, and provides training for the department staff on the policies and any changes. This is by far the most comprehensive and best option for the city to reduce any liability exposures. Lexipol is recognized by the Michigan Association of Police chiefs and is the choice of many accredited police agencies throughout the country. The initial pro-rated cost is \$1667.25 with a yearly fee of \$3334.50 thereafter. These funds are available within the police budget.

Approximate total cost: \$1667.25 with a yearly fee of \$3334.50 thereafter.

Budgeted: Yes

Recommendation: Approve the proposed contract purchase with Lexipol to reduce the liability exposure to the City.

Respectfully submitted,

Rich Killips, Interim City Manager



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: New Buffalo Police Department  
Agency's Address: 224 W Buffalo St  
New Buffalo, Michigan 49117

Attention: Chief Rich Killips

Lexipol's Address: 2611 Internet Boulevard, Suite 100  
Frisco, Texas 75034

Prepared By: Karen James

Effective Date: \_\_\_\_\_  
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

New Buffalo Police Department

Lexipol

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Van Holland

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

Title: Chief Financial Officer

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**EXHIBIT A**

**SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES**

**Agency is purchasing the following:**

Subscription Pro-rated 6-months  
(Jan 2021 thru June 2021)

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 1/1/2021 End: 6/30/2021)	USD 2,223.00	25%	USD 555.75	USD 1,667.25
	<b>Subscription Line Items Total</b>			<b>USD 555.75</b>	<b>USD 1,667.25</b>
				<b>USD 555.75</b>	<b>USD 1,667.25</b>
	<b>Subscription Pro-rated 6-months (Jan 2021 thru June 2021) Discount:</b>				USD 555.75
	<b>Subscription Pro-rated 6-months (Jan 2021 thru June 2021) TOTAL:</b>				USD 1,667.25

Annual Subscription Renewal -  
July 2021

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 4,446.00	25%	USD 1,111.50	USD 3,334.50
	<b>Subscription Line Items Total</b>			<b>USD 1,111.50</b>	<b>USD 3,334.50</b>
				<b>USD 1,111.50</b>	<b>USD 3,334.50</b>
	<b>Annual Subscription Renewal - July 2021 Discount:</b>				USD 1,111.50
	<b>Annual Subscription Renewal - July 2021 TOTAL:</b>				USD 3,334.50

\*Law Enforcement pricing is based on 7 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

\*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

**Notes**

Pricing based on 7 FT + 8 PT sworn (7 FTE)

**Discount Notes**

Michigan 2020 Promo Discount. Year 1: 25% subscription discount. Subsequent year subscription discounts: Year 2: 20%; Year 3: 15%, Year 4: 10%. Valid only if agency starts with Lexipol on or before 12/31/2020. Note: Beginning Year 5: 5% annual MACP member annual subscription discount.

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "***Initial Term***" means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

#### 2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

**5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.** Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

**6. Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

**7. Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

**8. Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

**9. Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

**10. Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.



**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked “confidential” or the like, or that is of such a type that the confidentiality thereof is reasonably apparent (“Confidential Information”). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party’s directors, officers, employees, agents and other representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party’s Representatives.

### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 Attorneys’ Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys’ fees and expenses of litigation.

**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

## Scope of Services

### Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

### Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

### Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

### Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

### Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion



# SOLUTIONS PROPOSAL



**PREPARED FOR:**

New Buffalo Police Department  
Chief Rich Killips  
rkillips@cityofnewbuffalo.org  
(269) 469-1593

**PREPARED BY:**

Karen James  
kjames@lexipol.com  
(949) 325-1230

2611 Internet Blvd, Ste 100  
Frisco, Texas 75034  
(844) 312-9500  
www.lexipol.com

## Executive Summary

Public safety agencies today face challenges of keeping personnel safe, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, training and grants. We continually monitor changes and trends in legislation, case law and best practices to create policies, training and funding services that minimize risk and help you effectively serve your community.

### **THE LEXIPOL ADVANTAGE**

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 8,100 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, online training, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Ungamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is bracked by the expertise of 320 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, develop training content or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with New Buffalo Police Department to address your unique challenges.

## Scope of Services

### **Policy Manual**

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

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- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

### **Policy Updates**

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

### **Web-Based Delivery Platform and Mobile App (Knowledge Management System)**

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

### **Reports**

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

# Proposal

Prepared By: Karen James  
 Phone: (949) 325-1230  
 Email: kjames@lexipol.com

Quote #: Q-12201-5  
 Date: 9/29/2020  
 Valid Through: 12/31/2020

## Overview

Lexipol is the nation's leading content, policy and training platform for public safety and local government, with a suite of online services dedicated to reducing risk and improving safety. Our solutions encompass policies, training, funding assistance, and news and analysis. The services proposed below are designed to meet your agency's specific goals and needs.

### Subscription Pro-rated 6-months (Jan 2021 thru June 2021)

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (Start: 1/1/2021 End: 6/30/2021)	USD 2,223.00	25%	USD 555.75	USD 1,667.25
	<b>Subscription Line Items Total</b>			<b>USD 555.75</b>	<b>USD 1,667.25</b>
				<b>USD 555.75</b>	<b>USD 1,667.25</b>
<b>Subscription Pro-rated 6-months (Jan 2021 thru June 2021) Discount:</b>					USD 555.75
<b>Subscription Pro-rated 6-months (Jan 2021 thru June 2021) TOTAL:</b>					USD 1,667.25

### Annual Subscription Renewal - July 2021

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 4,446.00	25%	USD 1,111.50	USD 3,334.50
	<b>Subscription Line Items Total</b>			<b>USD 1,111.50</b>	<b>USD 3,334.50</b>
				<b>USD 1,111.50</b>	<b>USD 3,334.50</b>
<b>Annual Subscription Renewal - July 2021 Discount:</b>					USD 1,111.50
<b>Annual Subscription Renewal - July 2021 TOTAL:</b>					USD 3,334.50

\*Law Enforcement Policy pricing is based on 7 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

#### Notes

Pricing based on 7 FT + 8 PT sworn (7 FTE)

**Discount Notes**

Michigan 2020 Promo Discount. Year 1: 25% subscription discount. Subsequent year subscription discounts: Year 2: 20%; Year 3: 15%, Year 4: 10%. Valid only if agency starts with Lexipol on or before 12/31/2020. Note: Beginning Year 5: 5% annual MACP member annual subscription discount.





## **Manager's Report**

### **12/21/20 Agenda Item E Extension of STR Moratorium**

**Summary:** The City Council has recently placed a moratorium on new short term rental licenses within the city. Additional research needs to be done on this topic and enforcement of the ordinance needs addressed.

Budgeted: N/A

Recommendation: Resolve to extend resolution 2020-16 an additional 8 months.

Respectfully submitted,

Rich Killips, Interim City Manager

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

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

**RESOLUTION 2020- 16**

**A RESOLUTION TO MODIFY THE EXISTING MORATORIUM ON THE  
REGISTRATION OF SHORT-TERM RENTAL UNITS IN THE CITY OF NEW  
BUFFALO**

WHEREAS, on May 18, 2020, the City Council adopted a resolution imposing an 8-month moratorium on the acceptance of new short-term rental registrations in certain areas of the City, in order to allow further study and development of possible ordinance amendments; and

WHEREAS, since that time, the City has received inquiries from several property owners who had made substantial investments in prospective rental properties prior to the date of the resolution; and

WHEREAS, in order to protect the investment-backed expectations of these owners and others similarly situated, the City Council wishes to modify and clarify the scope of the moratorium based on the information received.

NOW, THEREFORE, the City Council resolves as follows:

- A. The moratorium imposed on May 18, 2020, is hereby modified to allow City staff to accept and process short-term rental registrations for applications received on or before July 15, 2020, in any of the following circumstances:
  1. The property was previously registered as a short-term rental pursuant to Chapter 11 of the City Code, and was then conveyed to a new owner either before or after the date of this resolution.
  2. The City Manager, with the assistance of the City Attorney, determines based on evidence presented that the applicant:
    - a. Took title to the property between March 1, 2020 and May 18, 2020, with the intent to use the property as a short-term rental;
    - b. Recently completed construction or renovations on the property with the intent to use it as a short-term rental, and was issued a certificate of occupancy after March 1, 2020;
    - c. Entered into a contract, on or before May 18, 2020, to purchase the property with the intent to use it for short-term rentals, but had not yet closed it as of that date; or
    - d. As of May 18, 2020, had a valid building permit for the construction of a new dwelling or renovation of an existing dwelling, where the construction or renovations were intended to render the property suitable for short-term rentals.
- B. To establish a prior intent to use a property for short-term rentals, an applicant may submit evidence such as: (1) receipts or invoices for expenditures designed to make the property suitable for short-term rentals (structural repairs, appliance repairs or replacements, etc.); (2) evidence of other short-term rentals owned or operated by the applicant; (3) emails or other correspondence sent prior to the City Council meeting held May 18, 2020, indicating an intent use the property for short-term rental; or (4) other similar evidence.
- C. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Yeas: Council member: Mayor O'Donnell, Council Members Ennis, Kroll, Robertson, Spirito

Nays: Council member: \_\_\_\_\_

Abstain: Council member: \_\_\_\_\_

Absent: Council member: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

CERTIFICATION

As its 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 regularly scheduled meeting held on June 15, 2020.

Date: June 15, 2020

Ann M. Fidler  
Ann M. Fidler, City Clerk



## **Manager's Report**

### **12/21/20 Agenda Item F**

#### **Extension of Fire Service Agmt.**

**Summary:** Recently the City and Township have entered into an agreement to which the Township supplies fire services to the city for a specific cost. This was done to address our critically low numbers of City Firemen. This arrangement has worked well and we wish to continue with the arrangement until a long term solution can be adopted. The contract is almost identical to the one originally signed with the simple deletion of fire inspections from the agreement. Attached is a year-long contract to extend those fire services for the yearly cost of \$24,000.

Budgeted: Yes

Recommendation: Agree to the contact with New Buffalo Township to provide supplemental fire services for 2021.

Respectfully submitted,

Rich Killips, Interim City Manager

## **AGREEMENT FOR EXTRATERRITORIAL FIRE SERVICE**

This Agreement for Supplemental Extraterritorial Fire Service (“Agreement”) is made this 21<sup>st</sup> day of December, 2020, by and between the NEW BUFFALO TOWNSHIP (the “Township”), a Michigan municipal corporation whose address is 17425 Red Arrow Highway, New Buffalo, Michigan 49117, and the CITY OF NEW BUFFALO (the “City”), a Michigan municipal corporation whose address is 224 W. Buffalo St., New Buffalo, Michigan 49117.

### **Recitals**

A. The Township is a general law township organized and existing under Chapter 16 of the Revised Statutes of 1846, MCL 41.1 *et seq.*, and the City is a home rule city organized and existing under the Home Rule City Act, Act 79 of 1909, MCL 117.1 *et seq.*

B. The Township and the City are local governmental units under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.* (the “Urban Cooperation Act”).

C. The Act provides that local governmental units may enter into interlocal agreements providing for the joint exercise of any power, privilege, or authority that the local governmental units share in common and that each might exercise separately.

D. Both the City and Township operate their own fire departments (“City Fire Department” and “Township Fire Department” respectively), comprised of facilities, apparatus, and equipment and which are each staffed by a Fire Chief, an Assistant Fire Chief, and paid on call fire fighters.

E. The Township and the City wish to enter into an interlocal agreement to govern the provision of Supplemental Fire Service provided by the Township at the request of the City within the territorial limits of the City.

### **Agreement**

In exchange for the consideration identified in this Agreement, the parties agree as follows:

1. Supplemental Fire Service. The City agrees to purchase from the Township and the Township agrees to respond to the City to provide the following supplemental fire services (“Supplemental Fire Service”):

- a) External and Interior structural fires and firefighting
- b) Grass/Forest firefighting
- c) General firefighting including the necessary equipment and apparatus
- d) Rescue operations including vehicle and equipment extrication, general search and rescue, confined space rescue, high level rescue, water rescue and diving and recovery.

- e) Hazardous Materials Response
- f) Disaster response

2. Service Area. The Township Fire Department shall provide Supplemental Fire Service as indicated in this Agreement to the City within the jurisdictional limits of the City existing on the date of this Agreement for the Term of this Agreement. Should additional territory be annexed from the Township to the City, or detached from the City to the Township, monthly payment for Supplemental Fire Service pursuant to paragraph 5 herein shall be increased or decreased proportionally by area added or subtracted immediately upon the annexation or detachment. City and Township shall immediately notify the other party upon the filing of any such petition for annexation and/or detachment.

3. Allocation of Resources. The parties understand that on scene at calls within the City's jurisdiction, the City Fire Department Chief or Assistant Chief shall be in control and command of the Supplemental Fire Service provided by the Township Fire Department. If neither the City Fire Department Chief or Assistant Chief is on scene at calls within the City's jurisdiction, then the highest ranking officer of the Township Fire Department shall be in control and command until the City Fire Department Chief or Assistant Chief arrives on scene. Any officer in charge of the particular scene shall exercise his or her reasonable judgment to determine, in consideration of established policies, guidelines, procedures, and practices, how to best allocate the available resources of the City Fire Department and the Township Fire Department under the circumstances. Failure to provide Supplemental Fire Service because of poor weather conditions or other conditions beyond the control of the Township Fire Department shall not be deemed a breach of this contract. Further, nothing in this Agreement shall be construed as requiring the Township Fire Department to acquire any specialized equipment to provide Supplemental Fire Service and the City acknowledges and agrees the Township Fire Department has the necessary equipment and personnel required to provide Supplemental Fire Service to the City under this Agreement.

4. No Guarantee. The Township will provide Supplemental Fire Service within the jurisdictional limits of the City in the same manner and under the same priority as it provides within the jurisdictional limits of the Township. Notwithstanding, the parties understand and agree that the Township makes no guarantee that the Supplemental Fire Service it actually provides in a given situation will meet any particular criteria or standard.

5. Payment. The City agrees to pay the Township a flat monthly rate, due upon the first day of every month, in the amount of \$2000.00, in exchange for Supplemental Fire Service provided under this Agreement by the Township Fire Department.

6. Ownership. The Township shall retain ownership of any and all assets, equipment and apparatus of the Township Fire Department and this Agreement does not vest any interest in any of the Township Fire Department's assets, equipment and/or apparatus in the City. The City shall retain ownership of any and all assets, equipment and apparatus of the City Fire Department and this Agreement does not vest any interest in any of the City Fire Department's assets, equipment and/or apparatus in the Township.

7. Employees. It is understood and agreed that neither party shall have any responsibility whatsoever toward the employees of the other party, including any employment related issues. Township employees shall not be deemed to be employees of the City and City employees shall not be deemed employees of the Township. No employees, contractors and/or fire fighters of the City are transferred to the Township by way of this Agreement and no employees, contractors and/or fire fighters of the Township are transferred to the City. Nothing in this Agreement shall be construed to create a contract for employment under any circumstance.

8. Insurance. The parties shall maintain general liability insurance for the term of this Agreement and any extensions thereof.

9. Indemnification. To the fullest extent permitted by law, the parties agree to hold each other harmless against any claims brought or actions filed against either party for injury to, death of, or damage to the property of any persons arising from the Supplemental Fire Services provided under this Agreement.

10. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Act 170 of 1964, the Urban Cooperation Act or otherwise.

11. Service Agreement. This is an agreement for services. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint authority, joint venture, or joint enterprise between the parties outside of their authority to contract for services pursuant to the Urban Cooperation Act.

12. Term. This Agreement shall commence on the effective date given above and shall expire at 11:59 pm on December 31, 2021. This Agreement may be terminated at any time upon the written mutual agreement by the parties. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

13. Notice. Notice shall be provided in writing, by personal service and/or certified mail, return receipt requested. Notice shall be provided as follows:

If to Township:

Township Supervisor  
New Buffalo Township  
17425 Red Arrow Highway  
New Buffalo, MI 49117

If to City:

City Manager  
City of New Buffalo  
224 W. Buffalo Street  
New Buffalo, MI 49177

14. Default. Upon default, including nonpayment of any payments due under this Agreement, the non-defaulting party may pursue any and all remedies provided by law or equity. The prevailing party in any action to enforce this Agreement or to obtain legal or equitable relief for a default under this Agreement shall be entitled to recover its attorney fees and costs from the other party.

15. Governing Law. This Agreement shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.

16. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written consent of both parties.

17. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

18. Severability. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.

19. Amendments. This Agreement may be amended or supplemented only by a written instrument signed by the parties.

20. Entire Agreement. This Agreement, as it may be amended or supplemented from time to time, constitutes the complete agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral and written.

21. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

22. Successors. This Agreement shall bind the Township and the City, as well as their respective officers, agents, and successors in interest.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above by authority of the respective Township Board and City Council.

**NEW BUFFALO TOWNSHIP**

By: \_\_\_\_\_  
Michelle Heit, Supervisor

By: \_\_\_\_\_  
Judy Zabicki, Clerk

**CITY OF NEW BUFFALO**

By: \_\_\_\_\_  
John Humphrey, Mayor

By: \_\_\_\_\_  
Amy Fidler, Clerk

81845:00002:4223006-5



## **Manager's Report**

### **12/21/20 Agenda Item G Emergency OMA Resolution**

**Summary:** In the year of Covid-19 changes to the way Government operates, we must have an emergency resolution to address local declarations of emergencies to comply with the Open Meetings Act. We must continue to have virtual meetings so that we can comply with Health Department laws on social distancing and occupancy limits, keeping everyone safe. This is a formality so that we continue to operate within state and federal guidelines.

Budgeted: N/a

Recommendation: Approve the attached resolution.

Respectfully submitted,

Rich Killips, Interim City Manager

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

Council Member \_\_\_\_\_, supported by Council Member \_\_\_\_\_, moved adoption of the following resolution:

**RESOLUTION NO. 20.30**

**RESOLUTION APPOINTING AN EMERGENCY MANAGEMENT  
COORDINATOR AND DECLARING A LOCAL STATE OF EMERGENCY  
PURSUANT TO SECTIONS 9 AND 10 OF THE EMERGENCY MANAGEMENT  
ACT**

WHEREAS, sections 9 and 10 of the Emergency Management Act (the “EMA”), 1976 PA 390, as amended, MCL 30.401 *et seq.*, authorize a municipality having a population of less than 10,000 to appoint an emergency management coordinator who may, pursuant to section 10(b), declare local states of emergency.

WHEREAS, pursuant to section 10(b) of the EMA, once a local state of emergency has been declared by the emergency management coordinator, it may be extended for a specified period of time by resolution of governing body of the municipality.

WHEREAS, in response to the ongoing COVID-19 pandemic, the Michigan Open Meetings Act, 1978 PA 267, as amended, MCL 15.261 *et seq.*, was recently amended to allow public bodies to conduct public meetings via telephone or video conferencing during local states of emergency declared pursuant to the EMA.

WHEREAS, as of mid-December, over 421,137 Michigan residents and over 7,528 Berrien County residents have tested positive for COVID-19 and over 10,395 Michigan residents and 127 Berrien County residents have succumbed to the disease which has spread worldwide to become a pandemic.

WHEREAS, The Michigan Department of Health and Human Services (“MDHHS”), as recently as in an order issued December 7, 2020, has recognized that the COVID-19 pandemic requires restrictions on public gatherings, use of personal protection equipment such as masks, and other measures to reduce the spread of the disease and by that order imposed such restrictions and requirements.

WHEREAS, the MDHHS December 7, 2020 and other prior orders impose restrictions and requirements on indoor gatherings, including meetings of the City’s public bodies (e.g., public bodies that are part of and/or created by the City) which can make it difficult or unlawful to conduct in-person public meetings.

WHEREAS, the United States Center for Disease Control and Prevention (“CDC”) has issued guidelines for protecting persons during the pandemic, MIOSHA has issued strict guidelines and requirements for protecting workers during the pandemic, and county health departments throughout the state have reiterated the need to follow those guidelines and requirements.

WHEREAS, based on MDHHS, CDC, MIOSHA, and other orders, requirements, guidelines and advice, the City Council is of the opinion that the COVID-19 pandemic continues to constitute a local state of emergency as defined in the EMA.

Now, it is therefore resolved that:

1. The City's Police Chief is hereby designated as the emergency management coordinator for the City of New Buffalo.
2. By signing this resolution below, Police Chief Rich Killips hereby declares the COVID-19 pandemic as a local state of emergency that allows City boards and commissions to conduct public meetings via video or teleconference, in accordance with the Open Meetings Act and the applicable City policies relating to remote meeting participation.
3. The City Council ratifies and affirms the Police Chief's emergency declaration and resolves that it shall remain effect until rescinded by the City Council or until the MDHHS issues an order ending all restrictions on the capacity of indoor gatherings, whichever comes first.
4. The City Clerk is hereby authorized and directed to file a copy of this resolution with the Emergency Management and Homeland Security Division of the Office of the State Police, as required by section 10(b) of the EMA.
4. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

YEAS: Council Members \_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

ABSTAIN: Council Members \_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

**CERTIFICATION**

As its 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Ann M. Fidler, City Clerk

By signing below, I acknowledge and confirm that I, acting in my newly appointed capacity as emergency management coordinator for the City, am declaring the COVID-19 pandemic as a state of local emergency.

\_\_\_\_\_  
Rich Killips, Police Chief



## **Manager's Report**

### **12/21/20 Agenda Item H Furnace for Public Works**

**Summary:** A few years ago, an addition was added onto the DPW garage to move the storage of expensive equipment indoors that once was stored outside in the elements. This addition proved to be useful and was a good purchase. The addition is being used to store some snow removal equipment and other equipment that would be better served if this space was lightly heated in the winter. This would allow heavily used snow removal equipment to thaw out between uses and prolong its life. The attached space is heated and heating this area would provide additional energy efficiency to the already conditioned space. DPW has requested to heat this space to better serve their needs. Pricing has been obtained and the cost to install radiant heat in this portion of the building is \$4570.00.

Budgeted: Yes

Recommendation: Approve to install radiant heat in the DPW garage extension at a cost not to exceed \$4570.00

Respectfully submitted,

Rich Killips, Interim City Manager

# CITY OF NEW BUFFALO PURCHASE ORDER / REQUEST

224 West Buffalo  
 New Buffalo, Michigan 49117  
 269-469-1500

NUMBER: 20-035  
 DATE: 10/26/20

**TO:**

Name all seasons  
 Address 913 boyd boulevard  
 City / State / Zip laporte in 46350

VENDOR NO: \_\_\_\_\_  
 ORDER DATE: \_\_\_\_\_  
 Phone / Fax \_\_\_\_\_

Quantity	Part / Unit	Description	Appropriation Account	Unit Price	Amount
1		superior radiant 125,000 btu heater for shop	101-442-931.000		\$2,285.00
1		" "	208-691-931.000		\$2,285.00
					\$4,570.00

**REASON FOR PURCHASE :**  
Shop radiant heater for new addition

streets Park's  
 Department

josh bolton                      Kristen Dam  
 Supervisor Approval

Edte bypleal  
 City Treasurer  
[Signature]  
 City Manager

**SHIP TO:**                      CITY OF NEW BUFFALO  
 224 W BUFFALO STREET  
 NEW BUFFALO, MI 49117

# All Seasons

HEATING & AIR CONDITIONING

913 Boyd Boulevard, La Porte, IN 46350  
Phone 219.324.7376 Fax 219.324.7110  
Allseasons.inc@asha.comcastbiz.net

PROPOSAL #11731  
DATE-10/23/2020

TO: Town of New Buffalo Garage  
204 E Jefferson Street  
New Buffalo, MI 49117  
269-612-0259

DESCRIPTION

We will furnish and install:

- Superior Radiant 125,000 BTU, 50" long tube heater in the new addition
- Extend existing gas line from main shop to new heater location
- New 4" B-vent for exhaust through the roof

• 1 year labor warranty  
\*\*With properly maintained equipment

Complete, includes materials, labor and tax-----\$4,570.00

-We Propose hereby to furnish material & labor - complete in accordance with above specifications, for the sum of

Four thousand five hundred seventy \_\_\_\_\_ dollars (\$ 4570.00 \_\_\_\_\_).

Payment to be made as follows: Upon satisfactory completion of work

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This is a proposal on the goods & services named, subject to the conditions noted below: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation insurance. If payment is not rendered within 30 days of completion of work, we will file a lien against the property. This serves as intent to file. Note: This proposal may be withdrawn by us within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_



## Manager's Report

### 12/21/20 Agenda Item I Garage Door Replacement

**Summary:** The overhead garage doors at the DPW garage have exceeded their useful life and are starting to deteriorate and fail. The rollers that guide the doors have started to fall out needing moved and patched back together. New doors will be MUCH more energy efficient and we cannot afford a garage door failure during the busy winter season. Multiple quotes have been obtained by our DPW and the cost of replacing both doors is \$6150.00.

Budgeted: Yes

Recommendation: Approve to replace both old overhead doors at the DPW garage for a total cost not to exceed \$6150.00

Respectfully submitted,

Rich Killips, Interim City Manager



# CITY OF NEW BUFFALO PURCHASE ORDER / REQUEST



224 West Buffalo  
 New Buffalo, Michigan 49117  
 269-469-1500

NUMBER: \_\_\_\_\_

DATE: 11/02/20

**TO:**

Name mc doors

Address 2450 In-212

City / State / Zip michigan city in 46380

VENDOR NO: \_\_\_\_\_

ORDER DATE: \_\_\_\_\_

Phone / Fax \_\_\_\_\_

Quantity	Part / Unit	Description	Appropriation Account	Unit Price	Amount
1		shop garage door	101-442-931.000		\$3,075.00
1		shop garage door	208-691-931.000		\$3,075.00
					\$ 6,150.00

**REASON FOR PURCHASE :**

replace both shop main doors due to them rotting out and the hinges falling out

*[Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_

streets and parks

Department  
*[Signature]* *[Signature]*  
 Josh bolon kristen damico  
 Supervisor Approval

NOTE: \_\_\_\_\_

**SHIP TO:** CITY OF NEW BUFFALO  
 224 W BUFFALO STREET  
 NEW BUFFALO, MI 49117

\_\_\_\_\_  
 City Treasurer

\_\_\_\_\_  
 City Manager



ESTIMATE  
ESTIMATE DATE  
TOTAL

#678  
Oct 29 2020

City of New Buffalo

CONTACT US  
2450 IN-212  
Michigan City, IN 46360

(708) 243-2927  
parks@cityofnewbuffalo.org

(219) 874-6485  
info@mcdoors.com

ESTIMATE

**OPTION #1 - 600 SERIES**

REPLACE BOTH DOORS \*\*PRICING INCLUDES ALL LABOR FOR INSTALLATION\*\*  
INCLUDES REMOVE & HAUL OF EXISTING DOORS - INCLUDES RECONNECTING EXISTING OPENERS

12' x 14' HAAS COMMERCIAL 600 SERIES \*Includes all track, hardware, torsion spring(s), and vinyl weather stripping 2.0 \$2,675.00 \$5,350.00

1-3/8" THICK - TRIPLE LAYER CONSTRUCTION STEEL + POLYURETHANE INJECTED FOAM INSULATION + STEEL (R-13.45) - A FULL THERMAL BREAK IS USED IN THE TONGUE & GROOVE CONSTRUCTION - 10-BALL STEEL ROLLERS - 14 GA HINGES

\*INCLUDES STANDARD RADIUS 2" TRACK BRACKET MOUNT TO WOOD - 1" TUBE SHAFT - INCLUDES MINIMUM OF (1) STRUT

\*MODEL: 610 - FLUSH PANEL  
\*COLOR: POLAR WHITE

\*INCLUDES (2) ROWS OF WINDOWS - 25"x12" T.L. LITES - 1/2" INSULATED TEMPERED CLEAR GLASS (Section placement will need to be verified)

ESTIMATE TERMS - \*\*AN APPROVED OR SIGNED ESTIMATE & 50% DEPOSIT IS REQUIRED TO ORDER - BALANCE WILL BE DUE UPON COMPLETION OF INSTALL\*\*

\*\*WE ARE CURRENTLY EXPERIENCING LONGER THAN NORMAL LEAD TIMES - AT THIS TIME PLEASE ALLOW ANYWHERE FROM 4 - 12 WEEKS FROM ORDER TO INSTALL\*\*

PRICES ARE SUBJECT TO CHANGE BASED ON SITE INSPECTION MEASUREMENTS WHICH WILL BE REQUIRED PRIOR TO PLACING ORDER

CUSTOMER IS TAX EXEMPT

Subtotal	\$5,350.00
Tax (IN-Sales Tax 7%)	\$0.00
<b>Total</b>	<b>\$5,350.00</b>

**OPTION #2 - 700 SERIES**

Part No.	Qty	Unit Price	Amount
----------	-----	------------	--------

REPLACE BOTH DOORS \*\*PRICING INCLUDES ALL LABOR FOR INSTALLATION\*\*  
 INCLUDES REMOVE & HAUL OF EXISTING DOORS - INCLUDES RECONNECTING EXISTING OPENERS

Part No.	Qty	Unit Price	Amount
----------	-----	------------	--------

12' x 14' HAAS COMMERCIAL 700 SERIES *Includes all track, hardware, torsion spring(s), and vinyl weather stripping	2.0	\$2,890.00	\$5,780.00
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1-3/4" THICK - TRIPLE LAYER CONSTRUCTION: STEEL + POLYURETHANE INJECTED FOAM INSULATION + STEEL (R-16.18) - A FULL THERMAL BREAK IS USED IN THE TONGUE & GROOVE CONSTRUCTION - 10-BALL STEEL ROLLERS - 14 GA HINGES

\*INCLUDES STANDARD RADIUS 2" TRACK; BRACKET MOUNT TO WOOD - 1" TUBE SHAFT - INCLUDES MINIMUM OF (1) STRUT

\*MODEL: 710 - FLUSH PANEL

\*COLOR: POLAR WHITE

\*INCLUDES (2) ROWS OF WINDOWS - 25"x12" T.L. LITES - 1/2" INSULATED TEMPERED CLEAR GLASS (Section placement will need to be verified)

ESTIMATE TERMS - \*\*AN APPROVED OR SIGNED ESTIMATE & 50% DEPOSIT IS REQUIRED TO ORDER - BALANCE WILL BE DUE UPON COMPLETION OF INSTALL\*\*

\*\*WE ARE CURRENTLY EXPERIENCING LONGER THAN NORMAL LEAD TIMES - AT THIS TIME PLEASE ALLOW ANYWHERE FROM 4 - 12 WEEKS FROM ORDER TO INSTALL\*\*

PRICES ARE SUBJECT TO CHANGE BASED ON SITE INSPECTION / MEASUREMENTS WHICH WILL BE REQUIRED PRIOR TO PLACING ORDER

CUSTOMER IS TAX EXEMPT

Subtotal	\$5,780.00
Tax (IN-Sales Tax 7%)	\$0.00
<b>Total</b>	<b>\$5,780.00</b>

**OPTION #3 - 2000 SERIES**

Part No.	Qty	Unit Price	Amount
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REPLACE BOTH DOORS \*\*PRICING INCLUDES ALL LABOR FOR INSTALLATION\*\*  
 INCLUDES REMOVE & HAUL OF EXISTING DOORS - INCLUDES RECONNECTING EXISTING OPENERS

Part No.	Qty	Unit Price	Amount
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12' x 14' HAAS COMMERCIAL 2000 SERIES *Includes all track, hardware, torsion spring(s), and vinyl weather stripping	2.0	\$3,075.00	\$6,150.00
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2" THICK - TRIPLE LAYER CONSTRUCTION: STEEL + POLYURETHANE INJECTED FOAM INSULATION + STEEL (R-17.66) - A FULL THERMAL BREAK IS USED IN THE TONGUE & GROOVE CONSTRUCTION & AIRE FILTRATION SEALS - 10-BALL STEEL ROLLERS - 14 GA HINGES

\*INCLUDES STANDARD RADIUS 2" TRACK; BRACKET MOUNT TO WOOD - 1" TUBE SHAFT - INCLUDES MINIMUM OF (1) STRUT

\*MODEL: 2010 - FLUSH PANEL

\*COLOR: POLAR WHITE

\*INCLUDES (2) ROWS OF WINDOWS - 25"x12" T,L LITES - 1/2" INSULATED TEMPERED CLEAR GLASS (Section placement will need to be verified)

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ESTIMATE TERMS - \*\*AN APPROVED OR SIGNED ESTIMATE & 50% DEPOSIT IS REQUIRED TO ORDER - BALANCE WILL BE DUE UPON COMPLETION OF INSTALL\*\*

\*\*WE ARE CURRENTLY EXPERIENCING LONGER THAN NORMAL LEAD TIMES - AT THIS TIME PLEASE ALLOW ANYWHERE FROM 4 - 12 WEEKS FROM ORDER TO INSTALL\*\*

PRICES ARE SUBJECT TO CHANGE BASED ON SITE INSPECTION / MEASUREMENTS WHICH WILL BE REQUIRED PRIOR TO PLACING ORDER

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CUSTOMER IS TAX EXEMPT

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Subtotal	\$6,150.00
Tax (IN-Sales Tax 7%)	\$0.00
<b>Total</b>	<b>\$6,150.00</b>

Thanks for supporting small business !

## TL SERIES

1/2" Insulated - Clear/Clear



Large TL Lite - 25" x 12"



Small TL Lite - 24" x 8"



# New overhead doors

Prepared on October 13, 2020 - Reference: 20201013-161853923

For City of New Buffalo - Josh Bolton [Show details](#)

## Products & Services

### New overhead doors

1 x \$10,999.00

LABOR, MATERIALS AND EQUIPMENT AS NEEDED TO ARRIVE ON SITE AND REMOVE AND HAUL AWAY 2- DOORS. REMOVE ALL SECTIONS, VERTICAL AND HORIZONTAL DOOR TRACKS, TORSION SPRING COUNTER BALANCE SYSTEMS AND ALL RELATED MATERIALS LEAVING THE OPERATORS FOR RECONNECTING TO THE NEW OVERHEAD DOORS.

NEW DOORS TO INCLUDE THE FOLLOWING -

3" HEAVY DUTY STEEL JAMB TRACK SET UP FOR STANDARD HEADROOM TRACK CLEARANCE WITH CONTINUOUS BASE ANGLE UP THE BACK SIDES OF THE 3" VERTICAL DOOR TRACKS NOT BRACKET MOUNTED SET UP TO BE INSTALLED ON STEEL JAMBS.

THE THIRD AND FOURTH SECTION ON EACH DOOR WILL INCLUDE 4- 25" X 12" DTA WINDOWS SPACED EVENLY ACROSS EACH SECTION. INSTALL ALL NEW SIDE TOP AND BOTTOM WEATHERSEALS, 100,000 CYCLE HIGH USAGE TORSION SPRING COUNTER-BALANCE SYSTEMS WITH 1" SOLID DOOR SHAFTS NOT HOLLOW TUBES, 3" HEAVY DUTY COMMERCIAL GRADE DOOR MOUNTING HARDWARE INCLUDING CENTER HINGES.

EACH NEW SECTION ALSO INCLUDES BAKED ON INTERIOR AND EXTERIOR WHITE COLOR, LEAF TYPE REAR SPRING BUMPERS BACK END OF EACH HORIZONTAL TRACK, POLYURETHANE INSULATION WITH ONE PIECE STEEL FRONT AND BACK NOT VINYL INSIDE COVERS, AND INSIDE SLIDE LOCK.

PROVIDE AND INSTALL ON THE TOP SECTION OF EACH NEW DOOR 1- 24" GALVANIZED STEEL OPERATOR MOUNTING PLATE FOR THE RECONNECTION OF EACH OPERATOR. SERVICE AND ADJUST EACH OPERATOR AS NEEDED.

YOUR COST FOR ABOVE AS LISTED \$ 10,999.00

THANK YOU FOR ALLOWING US TO QUOTE YOUR DOOR AND/OR DOCK EQUIPMENT NEEDS. IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT ME AT 574-259-2822 EXT # 213 AT THE OFFICE OR MY CELL PHONE 574-876-8488

One-time subtotal

\$10,999.00

**Total**

**\$10,999.00**

**This quote expires on January 11, 2021.**

**Purchase Terms**

See our [Proposal Terms](#). By signing this document you acknowledged that you have clicked this link, read, and agree to all proposal terms as listed.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed name**



## **Manager's Report**

### **12/21/20 Agenda Item J Third Coast Kayak Agreement**

**Summary:** The City has previously been in a contractual agreement with Third Coast Surf Shop to provide a kayak and paddle board rental service at our boat ramp. This arrangement proved to be very successful both to the city image and financially. There were some initial issues with traffic flow and congestion, those are being addressed by city staff to improve the experience at the boat ramp. A three-year contract was requested by the vendor with the terms essentially the same as in the year past. This received support from the Parks and Harbor Board.

Budgeted: N/A

Recommendation: Approve the contract with third Coast Surf Shop to provide kayak and paddle board service at the City Boat Ramp.

Respectfully submitted,

Rich Killips, Interim City Manager



## BOAT LAUNCH LICENSE RENEWAL AGREEMENT

This Boat Launch License Agreement (the "Agreement") is made as of \_\_\_\_\_, 2020, between the City of New Buffalo, a Michigan municipal corporation the principal business address of which is 224 W. Buffalo Street, New Buffalo, Michigan 49117 (the "City"), and Third Coast Surf Shop, Inc., a Michigan corporation with a registered address of St. Joseph, MI 49085 ("Licensee") (City and Licensee together referred to as the "Parties").

### RECITALS

A. The City wishes to renew Licensee's license to use the area shown on the attached Exhibit A (the "Concession Area") and the adjacent launch ramp # 8 (the "Ramp") to operate a kayaking and paddleboarding rental service for an additional 3-year term.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. **License.** The grants to Licensee an exclusive license to use the Concession Area and a non-exclusive license to use the Ramp to operate a kayaking and baddleboarding rental service (the "Concession"), and for no other purpose. Lessee may install temporary structures as needed in the Concession Area but shall not install permanent structures or fixtures without the written consent of the City. Licensee expressly acknowledges that its right to use the Ramp is non-exclusive, and that members of the general public and other businesses (including other kayaking and/or paddleboarding businesses) may have similar rights. Licensee agrees to cooperate and not interfere with such persons and and businesses.

2. **Term and Termination.** This Agreement shall expire on December 31, 2023, unless extended by mutual written agreement of the parties. This Agreement may be terminated by either party for breach pursuant to paragraph 8 below or by the City pursuant to paragraph 9 below. Upon the termination of this Agreement, Licensee shall restore the Concession Area to the condition it was in: (i) prior to the date of this Agreement. The Licensee's obligation to restore the Concession Area pursuant to this paragraph may be waived by resolution of the City Council, at the City Council's sole discretion.

3. **License Fee.** In addition to its other obligations under this Agreement, Licensee shall pay to the City a license fee in an amount equal to 20% of its gross income from the Concession. The license fee shall be paid in two installments as follows:

- a. On or before August 15, 2020, the Licensee shall pay to the City an amount equal to 20% of its gross income from the Concession through August 1.
- b. On or before November 15, 2020, the Licensee shall pay to the City an amount equal to 20% of its gross income from the Concession from August 1 to the end of the Concession Season (as defined below).

For purposes of this paragraph, "gross income" shall mean the total amount of all receipts in cash, credits, property or interest of whatever kind received by Licensee from all business done in the Concession Area during the Concession Season (as defined below), excepting internal sales, sales tax receipts or other taxes). Licensee shall keep or cause to be kept accurate books, records and accounts of its operations under this License separate and apart from other operations. Licensee shall make all reports concerning the operation available to the City at such times as the City may require. The Licensee shall provide a report at each payment period showing rentals during that period and the amount owed for each rental under the provisions of the agreement.

3. **Property Rights.** This Agreement does not grant or convey to Licensee any rights, title, or interest in the Concession Area or the Ramp.

4. **Rights and Responsibilities.** The Licensee shall have the following rights and responsibilities:

- a. **Contact Person.** As part of its responsibilities under this Agreement, Licensee shall provide

the City with the name, address, and telephone number of a contact person residing within 15 minutes of the Concession who will be available to respond to issues and emergencies regarding the Concession.

**b. Property Maintenance.** Licensee shall be responsible for properly disposing of its own trash during the Concession Season, in accordance with any applicable City ordinances. Licensee shall also clean the Concession area all trash, including paper, cans, bottles, and other refuse, within 25 feet of the Concession Area.

**c. Hours of Operation.**

**i. Concession Season.** Licensee may open the Concession on or at any time after April 15 and may continue operation through October 31, weather permitting. The time in which the Concession is open is referred to in this Agreement as the “Concession Season.”

**ii. Daily hours.** Once Licensee begins operation, Licensee shall operate the Concessions at least 8 hours per day, whether permitting. The Concession shall close no later than 10:00 p.m. each day. Deviations from this schedule shall require written approval by the City Manager, except as provided in subparagraph (iii) below.

**iii. Option to close.** Licensee may close the Concessions at times on days when the temperature, wind conditions, undertows or rip currents, or other conditions make use of the water hazardous or substantially reduce the number of potential patrons.

**iv. Schedule posted.** The operating schedule of the Concession shall be posted in a highly visible location in the Concession Area.

**d. Sales and Rental Activity.** The Concession granted under the provisions of this License is as follows: The Concession will offer the general public an opportunity to rent kayaks and paddleboards at a reasonable price approved by the City. The sale, rental, or offering of any other product or service shall require the written approval of the City Manager.

**e. Rates, Charges, and Prices.** Licensee shall submit a list of prices, rates, and charges proposed to be used in the operation of the Concession. All prices charged are subject to the approval of the City. Licensee shall maintain on public display a neat and legible sign showing the approved prices, rates and charges located on the rental racks.

**f. Signage.** In addition to the signs required in the subparagraphs above, Licensee may post a single advertising sign with dimensions no greater than 24” by 36” in the location(s) shown on the attached **Exhibit B**. This shall be the exclusive advertising signage for the Concession within the City.

**g. Quality of Service.** Licensee, by continuous personal supervision, shall provide for the establishment, operation and maintenance of the business so as to make available quality services for the public. All standards and rules for sanitation and safety must be followed.

**h. Safety Plan.** Licensee shall submit and follow a safety plan approved by the City. An approved safety plan is required prior to the beginning of the License. The purpose of the safety plan is to establish a plan of action to promote the highest level of public safety possible with respect to the Licensee’s operations. Licensee shall not operate when Red Flags are posted by the City.

**i. Equipment & Site Furnishings.** Licensee shall equip the Concession with all needed equipment. All equipment and site furnishings to be kept in the Concession Area in connection with the Concession and shall be supplied at Licensee’s cost and expense.

**j. Parking.** Licensee shall be permitted to allow employees to park in the designated seasonal employee parking area which is located in the boat launch parking area. Employees will be required to have a decal indicating this so as to not be ticketed or towed.

**k. Conduct of Employees.** Licensee shall prohibit gambling, drinking, discourtesy to guests and other immoral or unethical acts by employees. Employees of Licensee coming in contact with the public

shall be identifiable by the public. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating an agency relationship, or a partnership or joint venture between the City and the Licensee.

**l. Utilities.** During the term of this Agreement, Licensee shall be responsible for any and all utilities needed to conduct the Concession.

**m. Taxes.** Licensee shall pay any federal, state and local taxes, assessments, or fees which are or which may become legally chargeable to the business operated under the terms of this License.

**5. Insurance.** Licensee shall carry General Liability Insurance as required by the City liability insurance carrier in the amount of \$1,000,000.00 and list the City (defined for purposes of this paragraph to include the City's officers and employees) as an additional insured and certificate holder. Licensee shall provide the City a copy of a certificate of insurance showing the insurance to be fully in effect and stating that the insurance may not be terminated or modified without providing the City at least 30 days prior to written notice. Upon request, Licensee shall provide the City a copy of the complete policy, including all endorsements. The policy shall provide coverage for all occurrences during the term of this Agreement.

**6. Indemnification.** Licensee shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demands, claims, or causes of action arising from the negligent acts or wrongdoing of Licensee or Licensee's members, employees, or agents in the operation of the Concession, except to the extent such loss is caused solely by the negligence or wrongdoing of the City.

**7. Compliance with Laws.** Licensee shall operate in accordance with generally accepted operating practices and maintain compliance with applicable laws, rules, regulations, ordinances, orders, permits, and licenses required by any governmental agency of competent jurisdiction. In addition, Licensee shall obtain and maintain all required permits, licenses, and other approvals.

**8. Breach and Remedy.**

**a. Written notice.** If a party fails to comply with any of the terms and conditions of this Agreement, a written notice of failure to comply, stating the specific breach shall be delivered to the allegedly breaching party. The recipient of any such written notice shall have 10 days to take any corrective actions required to cure the breach so as to be in compliance with this license. In the event it is impossible to remedy the breach within 10 days due to inclement weather, fire or other act of God, the recipient of a written notice shall be given a reasonable time to comply with the terms and conditions of this license. During the 10-day cure period the notice recipient shall inform the notice sending party in writing of the actions taken to remedy the breach. If the breach is not corrected within the 10-day cure period, the non-breaching party shall have the right to terminate this Agreement.

**b. Suspension.** In addition or in the alternative to the remedies in subparagraph (a), the City Manager may, upon a reasonable belief that a breach of this Agreement has occurred and has not been corrected after 24 hour's written notice, suspend the license granted by this Agreement, effective immediately.

**c. Perform the notice-recipient's obligations.** In addition or in the alternative to terminating this Agreement, if the notice-recipient fails to take reasonable steps to remedy the breach within 10 days of receiving notice of the same, the notice-sending party may perform the notice-recipient's obligations so as to remedy the breach and recover from the notice recipient all of the costs, including, without limitation, costs paid to those providing services or materials and its own wages if performing the work itself.

**d. Prevailing Party.** To the extent not prohibited by law, the prevailing party in any action brought pursuant to or to enforce any provision of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, its actual reasonable attorney fees, filing fees, expert fees, and other expenses incurred to bring, maintain, or defend any such action from its first accrual or first notice thereof through any appellate and collection proceedings. A party is a prevailing party if it improves its position from any offer made by the other party prior to filing the lawsuit. This provision shall

not alter or affect any remedies under applicable court rules governing sanctions for rejected offers of judgment or case evaluation awards.

**9. Early Termination Upon 60 Days' Notice.** Either party may terminate this Agreement upon 60 days' written notice to the other upon determining that, in such party's sole discretion, that changed conditions in the vicinity of the boat launch (e.g., construction) make the operation of Licensee's business impractical or incompatible with surrounding conditions. Upon termination pursuant to this paragraph, Licensee shall restore the Premises as provided under paragraph 2 and shall pay any amounts owed as of the date of the termination pursuant to the license fee payment schedule in paragraph 3. The license fee shall not be pro-rated.

**10. Assignment Prohibited.** Licensee may not assign this Agreement or its rights, privileges, duties, or obligations without the City's prior written approval, which shall not be unreasonably denied.

**11. Interpretation.** This is the entire agreement between the parties as to its subject matter. This Agreement shall supersede and void any existing lease or other agreement between the parties. This agreement may not be modified except in writing signed by the Parties (in the case of the City, such modification shall require City Council approval). Its interpretation shall not be affected by any course of dealing. The captions are for convenience and form no part of this Agreement, but the recitals are an integral part of this Agreement. This Agreement shall be construed as if it were mutually drafted.

**12. Miscellaneous.**

**a. Addresses.** Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

**b. Waiver.** The waiver of or failure to enforce any part of this Agreement shall not prevent its subsequent enforcement. To be effective any waiver must be in writing signed by the waiving party.

**13. Binding Effect.** This Agreement shall be binding upon the parties to this Agreement as well as their successors, heirs, executors, administrators, personal representatives, and permitted assigns.

The Parties have signed this Agreement as of the date first above written.

CITY OF NEW BUFFALO,

LICENSEE

By: \_\_\_\_\_  
John Humphrey, Mayor

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

By: \_\_\_\_\_  
Ann M. Fidler, Clerk

Its: \_\_\_\_\_

**Exhibit A  
Concession Area**



**Exhibit B**  
**Advertisizing Sign Location**





Application for Appointment  
City of New Buffalo Boards and Commissions

Name: Talia Edwards  
Home Address: [Redacted] New Buffalo  
Home Phone: [Redacted] Cell Phone: [Redacted]  
Email: [Redacted]  
Education: New Buffalo Area Schools  
St. Man's College, Notre Dame, IN, BA.  
Occupation: Housekeeper / manager

Board or Commission for which you are applying:  
Short Term Rental Board

Are you re-applying for a position that you currently hold? YES  NO

If yes, when does your term expire? \_\_\_\_\_

Why would you like to be appointed or re-appointed to this board or commission?

I feel I could bring a decent perspective of short term rentals. I grew up here, am a city resident, yet I have a background in the short term rental industry. I can see both sides.

What skills could you bring to this position? (i.e., education, certifications, life skills)

I worked for Yellow Bird Vacations for 9 years. I worked with homeowners and know how to tell them yes or no in a tactful way. Not all situations are easy.

List membership, participation, or other governmental committees, boards, or community organizations on which you have served.

New Buffalo Sports Board, Baseball coach, Softball coach, Girl Scout Troop New Buffalo co-leader.

Signature Talia Edwards Date 12/09/2020

By signing this application, you acknowledge that most of this information will be public information and subject to the Freedom of Information Act 442 of 1976.

Please complete this form in its entirety and return to the City of New Buffalo, 224 W. Buffalo St., New Buffalo, MI 49117, Fax: (269)469-7917, or email: clerk@cityofnewbuffalo.org. If additional space is necessary, please attach additional sheets. If you have any questions, please call (269)469-1500.