



City of New Buffalo
224 W. Buffalo Street
New Buffalo MI 49117
REGULAR COUNCIL MEETING AGENDA
February 16, 2021 at 6:30 p.m.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Consent Agenda
 - a. City Council Minutes: January 19, 2021, January 27, 2021, and January 28, 2021
 - b. Receive Monthly Reports: Police, Fire, Water, Park, Building Dept., Streets, Treasurer
 - c. Receive Monthly Minutes:
 - d. Pay Bills for the Month
5. Public Comment
6. Presentation-
 - a) 1 N. Whittaker Street, Presenter- Bill McCollum
 - b) Waterfront Master Plan- Abonmarche
7. New Business
 - a. Resolution 21.02 to Set an Alternate Date for the December Board of Review 2021
 - b. Resolution 21.03 to Set an Alternate Date for the July Board of Review 2021
 - c. Resolution 21.04 to Allow Local Residents to Protest in Writing to Board of Review
 - d. Resolution 21.05 Poverty Exemption Income Guidelines and Asset Level Test
 - e. Mayhew Street Storm Drain Project
 - f. USDA Grant Application
 - g. Enterprise Managed Fleet Services
 - h. Dredge Fund
 - i. Parks and Recreation Authority
 - j. CESF Grant Acceptance
 - k. STR Update
8. Correspondence
9. Council Comments
10. Adjournment

Call to Order at 6:31 p.m.

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

Motion by Mayor Humphrey, seconded by Flanagan to excuse O'Donnell due to a family emergency: roll call vote, motion carried, 4-0.

Approval of Agenda: Motion by Mayor Humphrey, seconded by, Flanagan to approve the agenda with the removal of Item E; Beach Rake Project: roll call vote, motion carried, 4-0.

Approval of Consent Agenda: Motion by Lijewski, seconded by, Flanagan to approve the consent agenda: roll call vote, motion carried, 4-0.

Public Comment: None

Presentation: Enterprise Fleet Management, Christopher Tyner

Christopher Tyner went into detail as of how Enterprise could help the City of New Buffalo manage their fleet of vehicles.

Old Business:

Dune Walk Grant- Tony McGhee gave an update on the status of the Dune Walk Grant. The Grant application award should be at the city council meeting in February.

Waterfront Master Plan- Mike Huber from Abonmarche gave an update on the waterfront master plan. He stated that the full plan would be ready for the City Council at their February Meeting.

New Business

Awarding Bid for Painting Ground Storage Tank/ Rehab at Water Treatment Plant: Motion by Robertson, seconded by, Flanagan to approve the contract with L & T Painting in the amount of \$151,800.00: roll call vote, motion carried, 4-0.

Contract Renewal of Gabridge & Company financial Services: Motion by Flanagan, seconded by, Robertson to approve the contract renewal with Gabridge & Company Financial Services for three years in the amount of \$14,600.00: roll call vote, motion carried, 4-0.

Water Department Control Purchase: Motion by Flanagan, seconded by, Robertson to approve the purchase of the replacement control board with programming in the amount of \$6954.00: roll call vote, motion carried, 4-0.

City Manager Search: Motion by Robertson, seconded by, Mayor Humphrey to approve the city manager search with option "C" in house: roll call vote, motion carried, 4-0.

Motion by Flanagan, seconded by, Lijewski to name Mayor Humphrey, Interim City Manager, Rich Killips and Council Member Robertson to City Manager Committee: roll call vote, motion carried, 4-0.

Resolution #21.01 to Adopt the Annual 80/20 Option set Forth in 2011 Public Act 152, The Publicly Funded Health Insurance Contribution act: Motion by Robertson, seconded by, Lijewski to approve Resolution 21.01 to continue with the 80/20 health care split with employees: roll call vote, motion carried, 4-0.

Discussion on Ciardelli Property: Council Member Flanagan would like the city to draft a letter to Mr. Ciardelli to invite him to engage with the City Council to see what his intentions are with his property downtown.

Motion by Mayor Humphrey, seconded by, Flanagan to approve drafting a letter to Mr. Ciardelli from the City Council to invite him to engage with the City to see what his intent is for his property downtown. The whole council would need to approve the letter before it is sent to Mr. Ciardelli: roll call vote, motion carried, 4-0.

Edwards Settlement: Motion by Flanagan, seconded by Lijewski to approve the Edwards Settlement with the City's insurer, Michigan Municipal League regarding the flooding of the lower level of a residence 905 W. Michigan Street in the amount of \$9,100.00. City's Insurance will pay the \$9,100.00: roll call vote, motion carried, 4-0.

Proposal for Professional Services Repairs to Transient Marina Facility: Motion by Mayor Humphrey, seconded by, Flanagan to approve the contract with Abonmarche for service repairs to the Transient Mariana Facility in the amount of \$ 8,850.00 roll call vote, motion carried, 4-0.

Appointments of Boards and Commissions: Motion by Robertson, seconded by, Flanagan to approve the appointment of Jack Kennedy, Juli Westergren and Vanessa Thun to the Board of Review roll call vote, motion carried, 4-0.

Correspondence: Recognition and Thank you to Water Donation Donors.

Council Comments: Council Member Robertson set up a conference call Wednesday, January 20, 2021 with Mayor Humphrey and Interim City Manager, Rich Killips regarding City Manager Search.

Flanagan and Lijewski agreed that the meeting was very productive and the council can all work together.

Mayor Humphrey stated the City will be taking the Short-term rental ordinance and enforcing violations very seriously.

Motion by Humphrey, seconded by, Flanagan to adjourn the meeting at 8:05 p.m. roll call vote, motion carried, 4-0.

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John Humphrey, Mayor

Ann M. Fidler, City Clerk

Call to Order at 6:31 p.m.

Roll Call. Present: Flanagan, New Buffalo, MI, Berrien County; Lijewski, New Buffalo, MI, Berrien County; Mayor Humphrey, New Buffalo, MI, Berrien County.

Approval of Agenda: Motion by Flanagan seconded by, Lijewski to approve the agenda: roll call vote, motion carried, 3-0.

Public Comment:

None

Presentation: City Attorney, New Council Member Training, Presenter- Nick Curcio

Nick Curcio gave a presentation to our new City Council Members. The presentation covered these four main topics.

- Context of City Government
- Roles and Responsibilities of City Officials
- OMA & FOIA
- Practical Applications and Hypotheticals

Adjournment: Motion by Flanagan seconded by, Lijewski to adjourn the meeting at 7:24 p.m.: roll call vote, motion carried,

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John Humphrey, Mayor

Ann M. Fidler, City Clerk

Call to Order at 6:30 p.m.

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

Approval of Agenda: Motion by Robertson, seconded by, Lijewski to approve the agenda with the stipulation to change the title to Item A, to Discussion of amendment of Ordinance 237 Chapter 11 regulating the short-term rental of residential dwellings: roll call vote, motion carried, 5-0.

Public Comment:

Dan Coffey
John Natsis
Jason and Erika Milovich
Henry and Tonya Arana
Heather Gradowski
Dan Hatch
Dan Saunders
Talia Edwards
William Lenga
Joanne Moskovic
John Stygles
Augie Hernandez
David Whitehead
Michael & Nicholas Holevas
Laura Murray
Jorge Alberez
Traci Lauricella
Jolie Yonker
Jeff Miller
Bart Goldberg

Presentation: Beach-Tech, Subject- Beach Rake, Presenter- Evan Huckaby

Evan Huckaby presented the Beach-Tech beach rake to the council. The video showed a side-by-side comparison of our current equipment and Beach-Tech's beach rake.

New Business**Discussion of amendment of Ordinance 237 Chapter 11 Regulating the Short-Term Rental of**

Residential Dwellings: Motion by Robertson, seconded by Flanagan to table the discussion until all members of the council can send in their comments to interim City Manager, Rich Killips: roll call vote, motion carried, 5-0.

Beach Rake and Tractor Sale: Motion by O'Donnell seconded by Flanagan to approve taking the beach rake and tractor to auction: roll call vote, motion carried, 5-0.

Crack/Sealing Boat Ramp: Motion by Robertson, seconded by Lijewski to approve the crack/sealing of the Boat Ramp not to exceed the amount of \$25,000.00: roll call vote, motion carried, 5-0.

Discussion on Building Code Changes:

No Discussion, topic was not covered.

Discussion on Future Long-Term Rental Ordinance

Mayor Humphrey stated that we need an ordinance to clean up long-term rentals. It is a public safety concern.

Council Comments:

Council Member Robertson stated meeting packets need to be distributed earlier to the Council Members, and a deadline should be set for the Agenda items.

Council Member Flanagan stated that the quality of life and money are both important regarding short-term rentals.

Mayor Humphrey apologized for the misunderstanding of the meeting.

Adjournment: Motion by Flanagan seconded by, Robertson to adjourn the meeting at 8:43 p.m. roll call vote, motion carried, 5-0.

amf

John Humphrey, Mayor

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 New Buffalo Police Department has taken 55 complaints. Those include 1 assault, 1 larceny from a motor vehicle, 5 traffic accidents, 2 OWI's (operating while intoxicated), 1 abandoned vehicle, and 1 short term rental related complaint.
- A complaint of interest; Officer Nathan Voytovick's 2 OWI arrests. Both of the drivers in question were lodged at the Berrien County Jail. Officer Voytovick works hard on night shift to ensure the citizens of New Buffalo, and any visitors, are safe on our roads by conducting traffic stops and making contact with drivers. Officer Voytovick does a great job for us, and is an asset to the City of New Buffalo.
- Officer Mike Cluster was out for a week and Officer's Dave Hockenhull and Russell Tillery stepped up and became the School Resource Officer at the high school/middle school until Mike Cluster's return. I heard many people from within the school system give very good feedback on how great of a job they both did while filling in for School Resource Officer Mike Cluster.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Grimmett".

Jason Grimmett
Lieutenant, NBPD

NEW BUFFALO POLICE DEPARTMENT
CITY HALL, 224 WEST BUFFALO STREET
NEW BUFFALO, MICHIGAN 49117



MEMORANDUM

To: City Manager, Mayor & Council Members

From: Fire Chief Chris Huston

Date: February 11, 2021

Last month the Fire Department held a business meeting on February 4, 2021. The Department had a total of 5 fire calls.

February 5, 2021



MONTHLY WATER REPORT FOR JANUARY 2021

Total amount of water treated in month	12,745,000 gals
Average daily pumpage in month	411,000 gals.
Maximum treated for one day	570,000 gals.
Minimum treated for one day	345,000 gals.
Backwash water used in month	182,000 gals.

COMPARISON BY MONTH AND YEAR

January	2021 (this year) consumption	12,745,000 gals.
January	2020 (last year) consumption	11,644,000 gals.

CHEMICAL COSTS AND DATA

Chlorine used in month: 310 lbs. @ 0.925 /lb.	\$ 286.75
Fluoride used in month: 393 lbs. @ 0.467/lb.	\$ 183.53
Aluminum sulfate used in month: 4,639 lbs @ \$0.1615. lb.	\$ 749.20
Total amount spent on chemicals	\$ 1,219.48
Total amount per million gallons	\$ 95.68

MAINTENANCE REPORT

1. Exercised generators and checked cathodic protection systems.
2. Maintenance Department repaired heaters at Water Treatment Plant.
3. Cummings Bridgeway performed annual maintenance on generators.
4. Burkholer Excavating cleaned catch basins with vector truck at Water Treatment Plant.

DISTRIBUTION REPORT

1. Removed and replaced fire hydrant at 214 Whidbey Lane.
2. Read water meters.
3. Did staking for Miss Dig Systems.
4. Did ons/offers and checked high reading complaints.
5. Did bacteriologic testing for neighboring communities.
6. Replaced leaking 3/4" copper water service line @ 133 South Marshall Street.
7. Worked with Nies Engineering on HNA & Reliability Study for EGLE.
8. Set new 1" meter pit assembly at lot 7 Preserve.
9. Performed required EGLE end of year reporting & quarterly QC for Water System Compliance.

10. Performed P.T. 294 Study for laboratory Certification.
11. Handled water quality complaints during month.
12. Awarded contract to L&T Painting for low bid on Clearwell Painting Project.
13. Had operator training on chemical spills that would impact our Water System.
14. Set new 3/4" meter pit assembly over exiting water service line @ 226 South Clinton Street.
15. Raised meter pit assembly to proper grade @ 30 Walden Way.
16. AECOM did voluntary EGLE PFAS Testing for our source water during month.
17. Filled CSX tanker for railroad track repair work during month.

FUEL REPORT

1. Gasoline consumed	137.1 gals.
2. Diesel fuel consumed	43.0 gals.
3. Total fuel consumed	180.1 gals.
4. Average per day	5.8 gals.

EQUIPMENT USAGE

Water Department backhoe	11.0 hrs.
Street Department backhoe	0.0 hrs.
Water Department Dump Truck	5.0 hrs.
Other	0.0 hrs.

BENEFIT MAN HOURS USED DURING MONTH

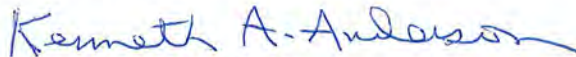
	*	<u>vacation</u>	<u>personal</u>	<u>sick</u>	<u>total hrs.</u>
Ken Anderson		0.0 T.M.	12.0 T.M.	0.0 T.M.	12.0 T.M.
		0.0 YTD	12.0 YTD	0.0 YTD	12.0 YTD
Chris Huston		0.0 T.M.	0.0 T.M.	0.0 T.M.	0.0 T.M.
		0.0 YTD	0.0 YTD	0.0 YTD	0.0 YTD
Robert Gruener		0.0 T.M.	8.0 T.M.	0.0 T.M.	8.0 T.M.
		0.0 YTD	8.0 YTD	0.0 YTD	8.0 YTD
Jeff Johnson		8.0 T.M.	0.0 T.M.	5.5 T.M.	13.5 T.M.
		8.0 YTD	0.0 YTD	5.5 YTD	13.5 YTD

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

Proposed Work For Month of February 2021

1. Installing new meter pit assemblies.
2. Continuing COVID-19 Governor Mandates.
3. Preparing & checking facilities during winter season.
4. Started water let runs during the month to help prevent frozen meter pit assemblies and water service lines.

Respectfully submitted,



Kenneth A. Anderson
City of New Buffalo
Water Superintendent



February 9, 2021

To: Parks/Harbor members

Winter is here. The parks department has been busy getting projects done.

We have replaced many of the rusted out trash cans with new, both at the city's beach and at Oselka Park. The beach cans got a nice new bright blue, which I have named Papa Smurf blue. Not to worry, we still have the lime green cans as well. Oselka Park cans have been painted the same color as the doors on the pavilion, what can I say I like things to match.

The bathrooms at Oselka Park are receiving a fresh coat of paint, as they haven't been painted in some time. The ice rink is open! Due to COVID the bathrooms will remain closed, but the rental skates are still being put out for all to use.

Ranger Bid was out to take pictures of the tractor and beach rake on 2/3/21. Both items are on site and the auction will take place on 3/16/21. Hoping we can get a good price on both items, and move forward with then new beach rake.

I have just ordered another ADA shower for down at the beach this summer, because the one we installed last year was a hit. I also ordered some new trash cans and a picnic table for the dog park. Our dog park has been getting a lot of use now that more people are here full-time and they are working from home.

I have begun the process of getting our lifeguard staff together. As of today, the ad is up in Indeed, Facebook and Handshake. I have reached out to the guards from last season and so far I have three that are returning. Hopefully I will hear back from more of them sooner than later.

Routine trash pick-up and snow removal continues at the rest of the city's parks.

Respectfully submitted,

Kristen D'Amico
Parks Director

Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
PB21-0008	Elich Tony & Lydia	1151 Shore E DR	\$420.00	\$0
Work Description: Interior alterations including kitchen and baths				
PB21-0009	Jason Dohner & Lori Maitland	127 N Eagle ST	\$450.00	\$0
Work Description: Renovation of existing house				
PB21-0010	Warwick Shores Unit 24 LLC	1501 Water W Unit 24	\$315.00	\$0
Work Description: RE-Roof				
Total Permits For Type:				3
Total Fees For Type:				\$1,185.00
Total Const. Value For Type:				\$0

Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PE21-0003	Richard & JoEllyn Gotlund	336 N Chicago ST	\$322.35	\$0
Work Description: Electrical upgrades and alterations to existing house				
PE21-0004	TSAMIS, ANDREW & FRANCES	21 E Indiana ST	\$279.30	\$0
Work Description: Addition to existing house.				
Total Permits For Type:				2
Total Fees For Type:				\$601.65
Total Const. Value For Type:				\$0

Mechanical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PM20-0098	CAMPBELL, PROP LLC	715 Whittaker S	\$183.75	\$0
Work Description: 5 Fire Suppression Heads				
Total Permits For Type:				1
Total Fees For Type:				\$183.75
Total Const. Value For Type:				\$0

Plumbing

Permit #	Contractor	Job Address	Fee Total	Const. Value
PP21-0006	Richard & JoEllyn Gotlund	336 N Chicago ST	\$268.80	\$0
Work Description: Interior Alterations to existing house				

Total Permits For Type:	1
Total Fees For Type:	\$268.80
Total Const. Value For Type:	\$0

Report Summary

Population: All Records

Permit.DateIssued Between
1/25/2021 12:00:00 AM AND
1/29/2021 11:59:59 PM AND
Permit.AmountBalanceDue <=
700,000,000

AND

TransactionItem.DateTimeCreated
Between 01/01/2021 AND
01/29/2021

Grand Total Fees: **\$2,239.20**

Grand Total Permits: **7**

Grand Total Const. Value: **\$0**



Street Department Monthly Report For January 2021

Mayor Humphrey and
City Council Members,

January was a month of rain, wind, storms, and snow. Some days were safe for working in the elements and on other days we had plenty of cleaning and maintenance to keep us busy.

- ✓ As part of the ongoing efforts to reduce the City's utility expenses, approximately 8 more street lights were converted to the more energy efficient LED style.
- ✓ Pick up of brush and branches from the streets continued when weather dictated or permitted. Days were also spent picking up and shredding discarded Christmas trees from City residents.
- ✓ When time allowed, renovations were continued in the office dedicated to the City Manager (or, for now, Interim City Manager) that will improve communication abilities and meeting accessibility and hopefully appeal to an outstanding applicant as an environment in which he or she would enjoy working.
- ✓ Plowing and salting were only required 6 times during January, including once on a holiday. When possible, plowing starts around 3:00 or 4:00 in the morning in an attempt to have the streets cleared in time for the morning traffic. The trucks and equipment are cleaned and refueled after each use so they are ready for the next occasion.
- ✓ In the month of January, the Street Department worked with Miss Dig in marking 6 locations per formal requests and requirements.
- ✓ Vehicles, equipment, and tools were cleaned and maintained regularly after each use, as this time of year requires more upkeep.
- ✓ Residential garbage cans were monitored for possible ordinance violations.



- ✓ In the continued efforts to save money for the City of New Buffalo, “in-house” repairs were performed as summarized:
 - Water Department – repaired 2 building heaters; repaired truck headlights
 - Parks Department – repaired plow lights on department truck; “winterized” ATV with plow, salt spreader, and strobe lights
 - Fire Department – repaired 2 vehicles and 2 large fans used at fire calls to dissipate smoke
 - Police Department – repaired 1 vehicle tire; scheduled and delivered vehicle for recall repairs at dealership
 - Streets Department – the salt loading ramp was rebuilt; Truck 102 was repaired, prepped, and painted

- ✓ Administrative time was spent working with the City Clerk in placing an advertisement for a DPW employee, reviewing the applications, scheduling interviews, and then meeting with and interviewing selected candidates. Time was also spent writing reports and reviewing the budget in order to evaluate the current status and plan for next year’s budget. Department Head meetings were attended as well as informal meetings with GRSD, Abonmarche, and City employees.

Respectfully Submitted,

X

Josh Bolton
Crew Leader

Prepared February 2021



To: Mayor Humphrey and Council
Re: Treasurer's Monthly Report
Date: February 11, 2021

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
- 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: 02/09/2021 INVOICE PAY DATE FROM 02/09/2021 TO 02/09/2021

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
02/09/2021	POOL	00000041115	2862	ABONMARCHE CONSULTANTS INC	11,150.00	1
02/09/2021	POOL	00000041116	1004	ALEXANDER CHEMICAL CORP	52.50	1
02/09/2021	POOL	00000041117	2038	ANDERSON, KENNETH	344.44	2
02/09/2021	POOL	00000041118	1083	AT&T	474.51	3
02/09/2021	POOL	00000041119	2162	BERRIEN COUNTY CLERKS ASSN	1,930.58	1
02/09/2021	POOL	00000041120	4298	BOLTON, JOSHUA	50.00	1
02/09/2021	POOL	00000041121	3904	BRADEN PLUMBING	3,205.00	1
02/09/2021	POOL	00000041122	3848	BREATHING AIR SYSTEMS	158.43	1
02/09/2021	POOL	00000041123	3905	BS & A SOFTWARE	4,863.00	1
02/09/2021	POOL	00000041124	4534	CDW GOVERNMENT	350.62	1
02/09/2021	POOL	00000041125	4712	CHARLES NICHOLAS CURCIO	4,710.00	1
02/09/2021	POOL	00000041126	2029	CITY OF NEW BUFFALO	2,255.27	1
02/09/2021	POOL	00000041127	3469	CLUSTER, MICHAEL	50.00	1
02/09/2021	POOL	00000041128	3552	COMCAST	516.02	1
02/09/2021	POOL	00000041129	4077	CUMMINS BRIDGEWAY	1,899.89	2
02/09/2021	POOL	00000041130	4462	D'AMICO KRISTEN	191.54	2
02/09/2021	POOL	00000041131	4782	DOMESTIC UNIFORM RENTALS	2,809.83	13
02/09/2021	POOL	00000041132	4782	DOMESTIC UNIFORM RENTALS	656.03	8
02/09/2021	POOL	00000041133	3595	DON HATFIELD HEATING & COOLING	1,059.00	1
02/09/2021	POOL	00000041134	4640	EMC-ELECTRICAL MAINTENANCE & CONST	580.00	1
02/09/2021	POOL	00000041135	1047	ETNA SUPPLY COMPANY	1,900.12	2
02/09/2021	POOL	00000041136	1058	GRSD SEWER AUTHORITY	72,862.42	2
02/09/2021	POOL	00000041137	3529	GRUENER, ROBERT	50.00	1
02/09/2021	POOL	00000041138	2089	HEI WIRELESS	22.50	1
02/09/2021	POOL	00000041139	3678	HUSTON, CHRISTOPHER	50.00	1
02/09/2021	POOL	00000041140	4962	ICMA	650.00	1
02/09/2021	POOL	00000041141	2963	IDEXX DISTRIBUTION CORP	540.77	1
02/09/2021	POOL	00000041142	1073	INDIANA MICHIGAN POWER	2,080.76	2
02/09/2021	POOL	00000041143	4693	J. P. GILLEN & ASSOCIATES/EDGE IT	3,000.00	1
02/09/2021	POOL	00000041144	2951	JACK KENNEDY	60.00	1
02/09/2021	POOL	00000041145	3531	JOHNSON, JEFFREY	50.00	1
02/09/2021	POOL	00000041146	4487	KATE VYSKOCIL	50.00	1
02/09/2021	POOL	00000041147	4206	LAKESHORE RECYCLING & DISPOSAL LLC	22,147.28	2
02/09/2021	POOL	00000041148	3806	LAND INFORMATION ACCESS ASSN	435.00	2
02/09/2021	POOL	00000041149	4961	LEXIPOL LLC	1,667.25	1
02/09/2021	POOL	00000041150	3382	MEDIC 1	9,013.00	1
02/09/2021	POOL	00000041151	3524	MENARDS	72.58	1
02/09/2021	POOL	00000041152	4736	MICHAEL TODD & COMPANY INC	290.12	1
02/09/2021	POOL	00000041153	4062	MICHIGAN STATE POLICE	43.25	1
02/09/2021	POOL	00000041154	3495	MID CITY SUPPLY CO INC	66.19	1
02/09/2021	POOL	00000041155	1113	NEW BUFFALO AREA SCHOOLS	1,261.34	1
02/09/2021	POOL	00000041156	2634	NEW BUFFALO BUSINESS ASSN	400.00	2
02/09/2021	POOL	00000041157	4498	NEW BUFFALO HARDWARE	430.09	13
02/09/2021	POOL	00000041158	4498	NEW BUFFALO HARDWARE	264.39	13
02/09/2021	POOL	00000041159	4498	NEW BUFFALO HARDWARE	267.07	5
02/09/2021	POOL	00000041160	2032	NEW BUFFALO TOWNSHIP	2,000.00	1
02/09/2021	POOL	00000041161	4642	OLNEY, SCOT	29.67	1
02/09/2021	POOL	00000041162	1100	PARRETT COMPANY	73.98	1
02/09/2021	POOL	00000041163	2085	PINE GROVE CEMETERY AUTHORITY	2,500.00	1
02/09/2021	POOL	00000041164	3739	PRAXAIR DISTRIBUTION INC	91.63	1
02/09/2021	POOL	00000041165	4684	PRIDE THE PORTABLE TOILET COMPANY	270.00	3
02/09/2021	POOL	00000041166	4799	PROUDCITY	1,800.00	1
02/09/2021	POOL	00000041167	2065	RIDGE AUTO PARTS	470.45	13
02/09/2021	POOL	00000041168	2065	RIDGE AUTO PARTS	215.65	3
02/09/2021	POOL	00000041169	4960	ROB COOKS MARINE SERVICES	1,697.00	1
02/09/2021	POOL	00000041170	4703	SAFEBUILT LLC	12,097.35	1
02/09/2021	POOL	00000041171	3868	SBF ENTERPRISES	441.56	1
02/09/2021	POOL	00000041172	1084	SEMCO ENERGY GAS CO.	2,463.00	2

CHECK PROOF

Page: 2/2

BANK CODE: POOL CHECK DATE: 02/09/2021 INVOICE PAY DATE FROM 02/09/2021 TO 02/09/2021

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
02/09/2021	POOL	00000041173	3302	SHAFFNER TIRE	69.98	1
02/09/2021	POOL	00000041174	2846	SHERWIN WILLIAMS	285.06	2
02/09/2021	POOL	00000041175	3199	SITTIG ASSESSMENT SERVICES LLC	2,142.50	1
02/09/2021	POOL	00000041176	3156	STAPLES	472.84	1
02/09/2021	POOL	00000041177	4186	STAR UNIFORMS	168.00	1
02/09/2021	POOL	00000041178	2305	STATE OF MICHIGAN	180.00	1
02/09/2021	POOL	00000041179	4435	THUN VANESSA	60.00	1
02/09/2021	POOL	00000041180	2969	USA BLUEBOOK	988.34	3
02/09/2021	POOL	00000041181	4505	WELLS FARGO VENDOR FIN SERV	1,191.58	1
02/09/2021	POOL	00000041182	4539	WESTERGREN, JULIE	60.00	1

Num Checks: 68

Num Stubs: 0

Num Invoices: 146

Total Amount: 184,749.38



Engineering • Architecture • Land Surveying

CITY OF NEW BUFFALO

Attn: Kate Vyskocil
City Hall
224 W. Buffalo Street
New Buffalo, MI 49117

INVOICE

No. 133579
01/11/2021

20-1445 New Buffalo Dune Walk

Project Manager: Thomas R Runkle

Work in progress on final drawings and specifications. Professional services completed through 12/31/2020.

	Contract Amount	Previously Invoiced	Current Invoice	Remaining Contract
400 Preliminary Design	\$22,300.00	\$11,150.00	\$11,150.00	\$0.00
500 Final Design	\$24,500.00	\$0.00	\$0.00	\$24,500.00
540 Bidding & Negotiation	\$3,000.00	\$0.00	\$0.00	\$3,000.00
600 Construction Administration	\$7,500.00	\$0.00	\$0.00	\$7,500.00
Totals:	\$57,300.00	\$11,150.00	\$11,150.00	\$35,000.00

Invoice Amount

\$11,150.00

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

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

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

209-751-974

CLF

THE CURCIO LAW FIRM

710 Liberty Street, Suite C
Spring Lake, Michigan 49456

INVOICE

Invoice # 288
Date: 02/01/2021
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
288	1/1/21	1/31/20	\$4,710.00

101-266-826.4

INVOICE GL DISTRIBUTION REPORT
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Fund 101 GENERAL FUND							
Dept 172 EXECUTIVE							
101-172-756.000	01/14/21	ELAN CORP. PAYMENT SYSTEMS	DECEMBER 2020 PURCHASES	011220	01/12/21	476.99	41044
101-172-818.000	01/23/21	ICMA	ADVERTISEMENT/EMPLOYMENT/CITY MANAGE.	346201	02/09/21	650.00	41140
101-172-818.000	01/20/21	EMC-ELECTRICAL MAINTENANCE & C	BASEBOARD HEATER AND THERMOSTAT FOR	7913	02/09/21	580.00	41134
101-172-853.000	02/04/21	VERIZON WIRELESS	VERIZON CHARGES DEC 24-JAN 23	02421	02/09/21	91.90	41112
Total For Dept 172 EXECUTIVE						1,798.89	
Dept 215 CLERK							
101-215-716.000	01/19/21	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 FEB 2021	011921	02/08/21	1,480.02	41102
Total For Dept 215 CLERK						1,480.02	
Dept 247 BOARD OF REVIEW							
101-247-818.000	02/08/21	JACK KENNEDY	DECEMBER BOARD OF REVIEW	020921	02/09/21	60.00	41144
101-247-818.000	02/08/21	THUN VANESSA	DECEMBER BOARD OF REVIEW	020921	02/09/21	60.00	41179
101-247-818.000	02/08/21	WESTERGREN, JULIE	DECEMBER BOARD OF REVIEW	020921	02/09/21	60.00	41182
Total For Dept 247 BOARD OF REVIEW						180.00	
Dept 253 TREASURER							
101-253-716.000	01/19/21	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 FEB 2021	011921	02/08/21	1,290.04	41102
101-253-853.000	02/01/21	KATE VYSKOCIL	PHONE STIPEND/TREASURER/VYSKOCIL/02	02/01/21	02/09/21	50.00	41146
Total For Dept 253 TREASURER						1,340.04	
Dept 257 ASSESSOR							
101-257-730.000	01/21/21	SBF ENTERPRISES	ASSESSMENT NOTICES--POSTAGE	012121	02/08/21	1,036.26	41105
101-257-730.000	01/25/21	SBF ENTERPRISES	ASSESSMENT NOTICES--POSTAGE BALANCE	0134736	02/09/21	441.56	41171
101-257-818.000	02/04/21	SITTIG ASSESSMENT SERVICES LLC	ASSESSMENT SERVICES JANUARY 2021	020421	02/09/21	2,142.50	41175
Total For Dept 257 ASSESSOR						3,620.32	
Dept 262 ELECTIONS							
101-262-730.000	02/08/21	US POSTMASTER	POSTAGE ON CITY ACCOUNT	020821	02/09/21	200.00	41114
101-262-903.000	12/17/20	BERRIEN COUNTY CLERKS ASSN	BALLOT PRINTING/ELECTIONS	2020110362	02/09/21	1,930.58	41119
Total For Dept 262 ELECTIONS						2,130.58	
Dept 266 ATTORNEY							
101-266-826.400	02/02/21	CHARLES NICHOLAS CURCIO	LEGAL SERVICES JANUARY 2021	288	02/09/21	4,710.00	41125
Total For Dept 266 ATTORNEY						4,710.00	
Dept 298 GENERAL GOVERNMENT							
101-298-716.000	01/19/21	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 FEB 2021	011921	02/08/21	2,924.70	41102
101-298-728.000	01/14/21	ELAN CORP. PAYMENT SYSTEMS	DECEMBER 2020 PURCHASES	011220	01/12/21	30.91	41044
101-298-728.000	02/22/21	STAPLES	OFFICE SUPPLIES	603517820074317-1	02/09/21	463.05	41176
101-298-730.000	02/02/21	PURCHASE POWER	POSTAGE/GEN GOV/01/2021	8000-9000-1111-5	02/09/21	69.50	41111
101-298-730.000	02/08/21	US POSTMASTER	POSTAGE ON CITY ACCOUNT	020821	02/09/21	1,000.00	41114
101-298-751.000	01/21/21	NEW BUFFALO AREA SCHOOLS	NBAS/GASOLINE/01/01/21-01/31/21	524	02/09/21	3.34	41155
101-298-756.000	01/14/21	ELAN CORP. PAYMENT SYSTEMS	DECEMBER 2020 PURCHASES	011220	01/12/21	202.83	41044
101-298-831.000	01/25/21	NEW BUFFALO BUSINESS ASSN	MEMBERSHIP DUES	012521	02/09/21	200.00	41156
101-298-831.000	01/21/21	NEW BUFFALO BUSINESS ASSN	MEMBERSHIP DUES/2021	1660J	02/09/21	200.00	41156
101-298-854.000	01/25/21	J. P. GILLEN & ASSOCIATES/EDGE	IT SERVICES DECEMBER 2020	1461	02/09/21	3,000.00	41143
101-298-854.000	01/22/21	CDW GOVERNMENT	SOFTWARE MAINTENANCE/GEN GOV	7004406	02/09/21	350.62	41124
101-298-854.100	01/19/21	PROUDCITY	WEBSITE REDESIGN SERVICE	1347	02/08/21	2,250.00	
101-298-854.100	01/18/21	LAND INFORMATION ACCESS ASSN	WEBSITE/12/2020-11/20/21	7232	02/09/21	400.00	41148
101-298-854.100	02/04/21	PROUDCITY	STANDARD SUBSCRIPTION & MEETINGS SU	1350	02/09/21	1,800.00	41166
101-298-854.100	02/08/21	LAND INFORMATION ACCESS ASSN	WEBSITE	7248	02/09/21	35.00	41148
101-298-854.200	02/01/21	BS & A SOFTWARE	SOFTWARE/GEN GOV	133152	02/09/21	4,863.00	41123
101-298-920.000	12/02/20	CITY OF NEW BUFFALO	WATER/GEN4 6GOV/STREET/PARK/FIRE/PO	12/02/20	02/09/21	271.00	41126

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Fund 101 GENERAL FUND							
Dept 298 GENERAL GOVERNMENT							
101-298-920.000	12/29/20	SEMCO ENERGY GAS CO.	SEMCO/PARK/GEN GOV/POLICE/12/29/20-	1/28/20	02/09/21	177.34	41172
101-298-931.000	01/14/21	DOUBLEDAY OFFICE PRODUCTS	PANEL DIVIDER FOR ADMIN ASST WORK A:	45869	01/12/21	456.47	41043
101-298-931.000	01/13/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/GEN GOV/1/13/21	0113219505	02/09/21	158.35	41131
101-298-931.000	01/28/21	NEW BUFFALO HARDWARE	BUILDING REPAIR/GEN GOV	A177703	02/09/21	35.56	41157
101-298-931.000	01/28/21	DON HATFIELD HEATING & COOLING	REPAIR AND MAINTENANCE FURNANCE/GEN	70158	02/09/21	1,059.00	41133
101-298-931.000	01/27/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/CITY HALL/1/27/21	0127219505	02/09/21	158.35	41132
Total For Dept 298 GENERAL GOVERNMENT						20,109.02	
Dept 305 POLICE							
101-305-716.000	01/19/21	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE--PPO 1000 PLAN FEB	011820	02/08/21	2,390.44	41101
101-305-716.000	01/19/21	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 FEB 2021	011921	02/08/21	7,198.57	41102
101-305-751.000	01/21/21	NEW BUFFALO AREA SCHOOLS	NBAS/GASOLINE/01/01/21-01/31/21	524	02/09/21	671.64	41155
101-305-767.000	01/25/21	OLNEY, SCOT	REIMBURSEMENT FIREARM EQUIPMENT	012521	02/09/21	29.67	41161
101-305-768.000	01/14/21	STAR UNIFORMS	UNIFORMS--GRIMMETT	15941-1	01/12/21	455.82	41086
101-305-768.000	02/01/21	STAR UNIFORMS	UNIFORMS/POLICE	16799-1	02/09/21	168.00	41177
101-305-768.100	01/14/21	ELAN CORP. PAYMENT SYSTEMS	DECEMBER 2020 PURCHASES	011220	01/12/21	366.80	41044
101-305-818.000	01/11/21	LEXIPOL LLC	ANNUAL POLICE MANUAL & DAILY TRAINING	INVLEX425	02/09/21	1,667.25	41149
101-305-818.000	02/06/21	MICHIGAN STATE POLICE	POLICE REIMBURSEMENT	551-573652	02/09/21	43.25	41153
101-305-831.000	01/14/21	ELAN CORP. PAYMENT SYSTEMS	DECEMBER 2020 PURCHASES	011220	01/12/21	290.00	41044
101-305-851.000	01/13/21	HEI WIRELESS	RADIO MAINTENANCE/POLICE	102080	02/09/21	22.50	41138
101-305-853.000	02/01/21	CLUSTER, MICHAEL	PHONE STIPEND/POLICE/CLUSTER/02/01/21	02/01/21	02/09/21	50.00	41127
101-305-853.000	02/04/21	VERIZON WIRELESS	VERIZON CHARGES DEC 24-JAN 23	02421	02/09/21	246.02	41112
101-305-920.000	12/02/20	CITY OF NEW BUFFALO	WATER/GEN4 6GOV/STREET/PARK/FIRE/PO:	12/02/20	02/09/21	161.14	41126
101-305-920.000	12/29/20	SEMCO ENERGY GAS CO.	SEMCO/PARK/GEN GOV/POLICE/12/29/20-	1/28/20	02/09/21	177.34	41172
101-305-931.000	01/13/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/POLICE/1/13/21	0113219705	02/09/21	120.00	41131
101-305-931.000	01/27/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/POLICE/1/27/20	0127219705	02/09/21	120.00	41132
101-305-933.000	01/08/21	ROB COOKS MARINE SERVICES	RADAR REPAIR POLICE BOAT	1/26/21	02/09/21	1,697.00	41169
101-305-939.000	01/14/21	HERITAGE NATIONAL MARKETING	TIRES FOR INVENTORY--POLICE	19754	01/12/21	641.84	41050
101-305-943.000	01/15/21	PARRETT COMPANY	EQUIPMENT RENTAL/COPIER/POLICE	56579	02/09/21	73.98	41162
Total For Dept 305 POLICE						16,591.26	
Dept 336 FIRE							
101-336-751.000	01/21/21	NEW BUFFALO AREA SCHOOLS	NBAS/GASOLINE/01/01/21-01/31/21	524	02/09/21	24.70	41155
101-336-756.000	01/14/21	ELAN CORP. PAYMENT SYSTEMS	DECEMBER 2020 PURCHASES	011220	01/12/21	9.99	41044
101-336-818.000	02/01/21	NEW BUFFALO TOWNSHIP	CONTRACTED FIRE SERVICE FEB 2021	02/01/21	02/09/21	2,000.00	41160
101-336-853.000	02/01/21	HUSTON, CHRISTOPHER	PHONE STIPEND/FIRE/HUSTON/02/01/21	02/01/21	02/09/21	50.00	41139
101-336-920.000	01/19/21	COMCAST	COMCAST BILLS JANUARY	012121	02/08/21	270.40	41103
101-336-920.000	12/02/20	CITY OF NEW BUFFALO	WATER/GEN4 6GOV/STREET/PARK/FIRE/PO:	12/02/20	02/09/21	322.28	41126
101-336-920.000	12/28/20	SEMCO ENERGY GAS CO.	SEMCO/12/28/20-1/25/21	12/28/20	02/09/21	286.57	41172
101-336-933.000	01/18/21	BREATHING AIR SYSTEMS	EQUIPMENT AND MAINTENANCE/FIRE	INV-OH64-378	02/09/21	158.43	41122
101-336-979.000	01/14/21	ELAN CORP. PAYMENT SYSTEMS	DECEMBER 2020 PURCHASES	011220	01/12/21	233.90	41044
101-336-979.000	01/06/21	RIDGE AUTO PARTS	EQUIPMENT/FIRE	428456	02/09/21	53.98	41167
Total For Dept 336 FIRE						3,410.25	
Dept 371 INSPECTION SERVICES							
101-371-819.000	12/31/20	SAFEBUILT LLC	INSPECTIONS/ELECTRICAL/MECHANICAL/P:	0074304-IN	02/09/21	5,490.00	41170
101-371-819.100	12/31/20	SAFEBUILT LLC	INSPECTIONS/ELECTRICAL/MECHANICAL/P:	0074304-IN	02/09/21	2,284.65	41170
101-371-819.200	12/31/20	SAFEBUILT LLC	INSPECTIONS/ELECTRICAL/MECHANICAL/P:	0074304-IN	02/09/21	2,023.20	41170
101-371-819.300	12/31/20	SAFEBUILT LLC	INSPECTIONS/ELECTRICAL/MECHANICAL/P:	0074304-IN	02/09/21	882.00	41170
101-371-819.400	12/31/20	SAFEBUILT LLC	INSPECTIONS/ELECTRICAL/MECHANICAL/P:	0074304-IN	02/09/21	1,417.50	41170
Total For Dept 371 INSPECTION SERVICES						12,097.35	
Dept 442 STREET OPERATING							

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Fund 101 GENERAL FUND							
Dept 442 STREET OPERATING							
101-442-716.000	01/19/21	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 FEB 2021	011921	02/08/21	3,889.86	41102
101-442-728.000	02/22/21	STAPLES	OFFICE SUPPLIES	603517820074317-1	02/09/21	9.79	41176
101-442-751.000	01/21/21	NEW BUFFALO AREA SCHOOLS	NBAS/GASOLINE/01/01/21-01/31/21	524	02/09/21	90.49	41155
101-442-756.000	01/14/21	ELAN CORP. PAYMENT SYSTEMS	DECEMBER 2020 PURCHASES	011220	01/12/21	41.39	41044
101-442-756.000	01/04/21	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/STREE APPT/CREDI	A175153	02/09/21	72.25	41157
101-442-756.000	01/07/21	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/STREET	A175458	02/09/21	23.98	41158
101-442-756.000	01/20/21	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/STREET	B66832	02/09/21	41.98	41158
101-442-756.000	01/21/21	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/STREET	A176937	02/09/21	18.85	41158
101-442-756.000	01/05/21	RIDGE AUTO PARTS	OPERATING SUPPLIES/STREET	428345	02/09/21	19.10	41167
101-442-756.000	01/06/21	RIDGE AUTO PARTS	OPERATING SUPPLIES/STREET	428408	02/09/21	15.36	41167
101-442-756.000	01/12/21	RIDGE AUTO PARTS	OPERATING SUPPLIES/STREET	428668	02/09/21	14.87	41167
101-442-756.000	01/22/21	PRAXAIR DISTRIBUTION INC	CYLINDER RENT/STREET/12/20/20-1/20/	6137023	02/09/21	91.63	41164
101-442-767.000	01/06/21	NEW BUFFALO HARDWARE	EQUIPMENT/STREET	A175319	02/09/21	21.99	41158
101-442-767.000	01/11/21	NEW BUFFALO HARDWARE	EQUIPMENT/STREET	B66495	02/09/21	49.11	41158
101-442-767.000	01/22/21	NEW BUFFALO HARDWARE	EQUIPMENT/STREET	B66900	02/09/21	17.99	41158
101-442-767.000	01/22/21	NEW BUFFALO HARDWARE	EQUIPMENT/STREET	A177059	02/09/21	3.58	41158
101-442-767.000	01/27/21	NEW BUFFALO HARDWARE	EQUIPMENT/STREET	B67098	02/09/21	7.45	41159
101-442-767.000	01/14/21	RIDGE AUTO PARTS	EQUIPMENT/STREET	428824	02/09/21	8.06	41167
101-442-818.000	02/01/21	LAKESHORE RECYCLING & DISPOSAL	DUMPSTER PICKUP/MARCH/2021	118962MAR	02/09/21	116.00	41147
101-442-818.000	01/26/21	STATE OF MICHIGAN	MIDEAL INVOICE JAN 2021-DEC 2021	MIDEAL-850	02/09/21	180.00	41178
101-442-831.000	11/02/20	MICHIGAN MUNICIPAL LEAGUE	CDL CONSORTIUM DRIVERS FEE	21849	02/09/21	175.00	41113
101-442-853.000	02/01/21	BOLTON, JOSHUA	PHONE STIPEND/STREET/BOLTON/02/01/2	02/01/21	02/09/21	50.00	41120
101-442-853.000	02/04/21	VERIZON WIRELESS	VERIZON CHARGES DEC 24-JAN 23	02421	02/09/21	40.01	41112
101-442-920.000	01/19/21	COMCAST	COMCAST BILLS JANUARY	012121	02/08/21	204.86	41103
101-442-920.000	01/01/21	INDIANA MICHIGAN POWER	ELECTRIC/STREETS/01/01/21	04706607555-01	02/09/21	507.51	41109
101-442-920.000	02/04/21	COMCAST	COMCAST SERVICE STREETS DEPT	02021	02/09/21	516.02	41128
101-442-920.000	12/02/20	CITY OF NEW BUFFALO	WATER/GEN4 6GOV/STREET/PARK/FIRE/PO	12/02/20	02/09/21	686.49	41126
101-442-920.000	12/28/20	SEMCO ENERGY GAS CO.	SEMCO/12/28/20-1/25/21	12/28/20	02/09/21	429.00	41172
101-442-931.000	01/27/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/GARAGE/1/27/21	0127210105	02/09/21	67.15	41132
101-442-933.000	01/28/21	MICHAEL TODD & COMPANY INC	MAINTENANCE/STREET	174494	02/09/21	290.12	41152
101-442-933.000	02/01/21	SHAFFNER TIRE	MAINTENANCE/STREET	0001007	02/09/21	69.98	41173
101-442-933.000	12/21/20	RIDGE AUTO PARTS	MAINTENANCE/STREET/MISSING INVOICE	225-427871	02/09/21	85.68	41168
101-442-939.000	01/04/21	RIDGE AUTO PARTS	MAINTENANCE/STREET	428298	02/09/21	12.94	41167
101-442-939.000	01/22/21	RIDGE AUTO PARTS	VEHICLE REPAIR/STREET	429143	02/09/21	138.10	41167
101-442-939.000	01/22/21	RIDGE AUTO PARTS	VEHICLE REPAIR/STREET	429168	02/09/21	52.81	41167
101-442-939.000	01/25/21	RIDGE AUTO PARTS	VEHICLE REPAIR/STREET	429208	02/09/21	128.68	41168
101-442-939.000	01/20/21	SHERWIN WILLIAMS	MAINTENANCE/STREET	OE0157108A3196	02/09/21	142.53	41174
101-442-962.000	01/31/21	RIDGE AUTO PARTS	SERVICE CHARGE/STREET	013121	02/09/21	1.29	41168
Total For Dept 442 STREET OPERATING						8,331.90	
Dept 448 STREET LIGHTING							
101-448-926.000	01/01/21	INDIANA MICHIGAN POWER	ELECTRIC/STREET LIGHTING/01/01/21-0	04023785704-01	02/09/21	1,837.50	41142
101-448-926.000	01/01/21	INDIANA MICHIGAN POWER	ELECTRIC/STREET LIGHTING/CONSOLIDAT	04459418614-01	02/09/21	243.26	41142
Total For Dept 448 STREET LIGHTING						2,080.76	
Dept 523 SOLID WASTE COLLECTION							
101-523-818.000	02/01/21	LAKESHORE RECYCLING & DISPOSAL	DUMPSTER PICKUP/MARCH/2021	118962MAR	02/09/21	188.00	41147
101-523-818.000	02/01/21	LAKESHORE RECYCLING & DISPOSAL	WEEKLY CURBSIDE PICK-UP/MARCH/2021	118963MAR	02/09/21	21,120.28	41147
Total For Dept 523 SOLID WASTE COLLECTION						21,308.28	
Dept 651 AMBULANCE SERVICE							
101-651-818.000	01/01/21	MEDIC 1	AMBULANCE SERVICE/01/01/21	01/01/21	02/09/21	9,013.00	41150

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Fund 101 GENERAL FUND							
Dept 651 AMBULANCE SERVICE							
			Total For Dept 651 AMBULANCE SERVICE			9,013.00	
			Total For Fund 101 GENERAL FUND			108,201.67	
Fund 202 MAJOR STREET FUND							
Dept 463 ROUTINE MAINTENANCE							
202-463-751.000	01/01/21	NEW BUFFALO AREA SCHOOLS	NBAS/4G4ASOLINE/01/01/21-01/31/21	524-2	02/09/21	653.69	
202-463-818.000	12/30/20	BERRIEN COUNTY ROAD DEPT	COLD PATCH FOR ROAD REPAIR	502404	02/09/21	225.39	
			Total For Dept 463 ROUTINE MAINTENANCE			879.08	
Dept 474 TRAFFIC SERVICES							
202-474-784.000	01/12/21	BEAVER RESEARCH CO	MAGIUM ICE MELT	0323389-IN	02/09/21	773.03	
202-474-818.000	01/14/21	STATE OF MICHIGAN	TRAFFIC SIGNAL MODERNIZATION	123020	01/12/21	14,899.74	5175
			Total For Dept 474 TRAFFIC SERVICES			15,672.77	
			Total For Fund 202 MAJOR STREET FUND			16,551.85	
Fund 203 LOCAL STREET FUND							
Dept 463 ROUTINE MAINTENANCE							
203-463-751.000	01/01/21	NEW BUFFALO AREA SCHOOLS	NBAS/4G4ASOLINE/01/01/21-01/31/21	524-2	02/09/21	130.74	
			Total For Dept 463 ROUTINE MAINTENANCE			130.74	
			Total For Fund 203 LOCAL STREET FUND			130.74	
Fund 208 PARK FUND							
Dept 691 PARK							
208-691-716.000	01/19/21	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 FEB 2021	011921	02/08/21	715.10	41102
208-691-751.000	01/21/21	NEW BUFFALO AREA SCHOOLS	NBAS/GASOLINE/01/01/21-01/31/21	524	02/09/21	72.54	41155
208-691-756.000	01/25/21	SHERWIN WILLIAMS	PAINT FOR PARKS DEPT	OE0157108A3196	02/09/21	142.53	41174
208-691-756.000	01/11/21	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/PARK	A175874	02/09/21	100.93	41157
208-691-756.000	01/04/21	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/PARK	A175117	02/09/21	29.98	41157
208-691-756.000	01/06/21	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/PARK	A175325	02/09/21	4.79	41158
208-691-756.000	01/07/21	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/PARK	A175501	02/09/21	19.27	41158
208-691-767.000	01/19/21	NEW BUFFALO HARDWARE	EQUIPMENT/PARK	A176776	02/09/21	18.76	41157
208-691-767.000	01/22/21	NEW BUFFALO HARDWARE	EQUIPMENT/PARK	A177125	02/09/21	17.98	41157
208-691-768.000	01/14/21	ELAN CORP. PAYMENT SYSTEMS	DECEMBER 2020 PURCHASES	011220	01/12/21	178.07	41044
208-691-768.000	01/25/21	D'AMICO KRISTEN	REIMB FOR CLOTHING ALLOW & PLOW BAR	012521	02/09/21	104.94	41130
208-691-818.000	01/14/21	PRIDE THE PORTABLE TOILET COM	TOILET RENTAL	22495	01/12/21	250.00	41076
208-691-818.000	02/01/21	LAKESHORE RECYCLING & DISPOSAL	DUMPSTER PICKUP/MARCH/2021	118962MAR	02/09/21	629.00	41147
208-691-818.000	01/08/21	PRIDE THE PORTABLE TOILET COM	TOILET RENTAL/DOG PARK/01/08/21-02/	22636	02/09/21	90.00	41165
208-691-818.000	01/08/21	PRIDE THE PORTABLE TOILET COM	TOILET RENTAL/BOAT LAUNCH/PARKS/01/	22637	02/09/21	90.00	41165
208-691-818.000	01/08/21	PRIDE THE PORTABLE TOILET COM	TOILET RENTAL/OSELKA PARK/01/08/21-	22638	02/09/21	90.00	41165
208-691-831.000	11/02/20	MICHIGAN MUNICIPAL LEAGUE	CDL CONSORTIUM DRIVERS FEE	21849	02/09/21	175.00	41113
208-691-853.000	02/01/21	D'AMICO KRISTEN	PHONE STIPEND/PARKS/D'AMICO/02/01/2	02/01/21	02/09/21	50.00	41130
208-691-853.000	02/04/21	VERIZON WIRELESS	VERIZON CHARGES DEC 24-JAN 23	02421	02/09/21	130.41	41112
208-691-920.000	01/19/21	COMCAST	COMCAST BILLS JANUARY	012121	02/08/21	672.67	41103
208-691-920.000	01/01/21	INDIANA MICHIGAN POWER	ELECTRIC/PARKS/01/01/21	04546766223-01	02/09/21	903.00	41109
208-691-920.000	12/02/20	CITY OF NEW BUFFALO	WATER/GEN4 6GOV/STREET/PARK/FIRE/PO	12/02/20	02/09/21	814.36	41126
208-691-920.000	12/29/20	SEMCO ENERGY GAS CO.	SEMCO/PARK/GEN GOV/POLICE/12/29/20-	1/28/20	02/09/21	85.94	41172
208-691-931.000	01/13/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BOAT RAMP/PARKS/	0113210535	02/09/21	46.20	41131
208-691-931.000	01/13/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/MARINA/PARK/01/13	0113210515	02/09/21	75.35	41131
208-691-931.000	07/08/20	DOMESTIC UNIFORM RENTALS	10 CASES TOILET TISSUE/PARK	7/8/20	02/09/21	324.00	41131
208-691-931.000	07/15/20	DOMESTIC UNIFORM RENTALS	5 CASES CENTER PULL/PARK	7/15/20	02/09/21	202.50	41131
208-691-931.000	01/13/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BEACH/PARKS/01/13	0113210505	02/09/21	70.08	41131

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Fund 208 PARK FUND							
Dept 691 PARK							
208-691-931.000	01/13/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/OSELKA/PARK/01/13	0113210525	02/09/21	77.40	41131
208-691-931.000	07/22/20	DOMESTIC UNIFORM RENTALS	10 CASES TOILET TISSUE/PARK	7/22/20	02/09/21	324.00	41131
208-691-931.000	09/09/20	DOMESTIC UNIFORM RENTALS	14 CASES TOILET TISSUE@ \$69.95 PER	9-9-20	02/09/21	979.30	41131
208-691-931.000	09/09/20	DOMESTIC UNIFORM RENTALS	10 CASES TOILET TISSUE/PARKS	07/01/20	02/09/21	324.00	41131
208-691-931.000	01/13/21	NEW BUFFALO HARDWARE	BUILDING REPAIR/PARK	A176069	02/09/21	30.47	41157
208-691-931.000	01/27/21	NEW BUFFALO HARDWARE	BUILDING REPAIR/PARK	A177569	02/09/21	181.94	41159
208-691-931.000	01/27/21	NEW BUFFALO HARDWARE	BUILDING REPAIR/PARK	B67092	02/09/21	31.71	41159
208-691-931.000	01/28/21	NEW BUFFALO HARDWARE	BUILDING SUPPLIES/PARK	A177720	02/09/21	17.98	41159
208-691-931.000	01/28/21	NEW BUFFALO HARDWARE	BUILDING REPAIR/PARK	A177672	02/09/21	27.99	41159
208-691-931.000	01/27/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/OSELKA/PARK/1/27/	027210525	02/09/21	77.40	41132
208-691-931.000	01/27/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/MARINA/PARK/1/27/	0127210515	02/09/21	75.35	41132
208-691-931.000	01/27/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BEACH/PARK/01/27/	0127210505	02/09/21	70.08	41132
208-691-931.000	01/27/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BOAT RAMP/PARK/1/	0127210535	02/09/21	46.20	41132
208-691-932.000	01/14/21	ELAN CORP. PAYMENT SYSTEMS	DECEMBER 2020 PURCHASES	011220	01/12/21	204.54	41044
208-691-932.000	01/15/21	NEW BUFFALO HARDWARE	GROUNDS REPAIR/PARK	A176345	02/09/21	85.98	41157
208-691-932.000	01/06/21	NEW BUFFALO HARDWARE	GROUNDS REPAIR/PARK	A175322	02/09/21	26.75	41158
208-691-933.000	01/25/21	D'AMICO KRISTEN	REIMB FOR CLOTHING ALLOW & PLOW BAR	012521	02/09/21	36.60	41130
208-691-933.000	01/19/21	NEW BUFFALO HARDWARE	EQUIPMENT/PARK	A176717	02/09/21	8.98	41158
208-691-933.000	01/26/21	NEW BUFFALO HARDWARE	EQUIPMENT/PARK	A177520	02/09/21	20.33	41158
208-691-933.000	01/05/21	RIDGE AUTO PARTS	EQUIPMENT/PARK	428361	02/09/21	22.24	41167
208-691-933.000	01/06/21	RIDGE AUTO PARTS	MAINTENANCE/PARK	428405	02/09/21	26.99	41167
208-691-933.000	01/06/21	RIDGE AUTO PARTS	MAINTENANCE/PARK	428404	02/09/21	65.99	41167
208-691-933.200	01/23/21	JOHN DEERE FINANCIAL	JD UTILITY/PARK/01/2021	2449403	02/09/21	940.66	41110
208-691-933.200	01/23/21	JOHN DEERE FINANCIAL	JD LOADER/PARK/01/2021	2449404	02/09/21	142.94	41110
208-691-939.000	01/12/21	NEW BUFFALO HARDWARE	VEHICLE REPAIR/PARK	A175921	02/09/21	3.72	41157
Total For Dept 691 PARK						9,952.94	
Total For Fund 208 PARK FUND						9,952.94	
Fund 209 PARK IMPROVEMENT FUND							
Dept 751							
209-751-974.000	01/25/21	ABONMARCHE CONSULTANTS INC	DUNEWALK PRELIMINARY DESIGN	133579	02/09/21	11,150.00	41115
Total For Dept 751						11,150.00	
Total For Fund 209 PARK IMPROVEMENT FUND						11,150.00	
Fund 402 EQUIPMENT PURCHASE FUND							
Dept 902 CAPITAL							
402-902-981.200	01/15/21	WELLS FARGO VENDOR FIN SERV	STREET AND PARK VEHICLES/FINANCE	5013489898	02/09/21	714.95	41181
402-902-981.300	01/15/21	WELLS FARGO VENDOR FIN SERV	STREET AND PARK VEHICLES/FINANCE	5013489898	02/09/21	476.63	41181
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							
590-537-730.000	02/08/21	US POSTMASTER	POSTAGE ON CITY ACCOUNT	020821	02/09/21	800.00	41114
590-537-836.000	01/14/21	GRSD SEWER AUTHORITY	OPERATING RESERVE SEPT 2020	0000011766	02/09/21	36,933.56	41098
590-537-836.000	02/04/21	GRSD SEWER AUTHORITY	OCTOBER 2020 OPERATING RESERVE	0000011794	02/09/21	38,442.58	41136
590-537-836.000	02/04/21	GRSD SEWER AUTHORITY	NOVEMBER 2020 OPERATING RESERVE	0000011829	02/09/21	34,419.84	41136
590-537-836.100	01/14/21	GRSD SEWER AUTHORITY	GENERATOR SERVICE	0000011846	02/09/21	106.00	41098
590-537-920.000	01/01/21	INDIANA MICHIGAN POWER	ELECTRIC/SEWER/01/01/21	04598645309-01	02/09/21	2,203.22	41109
590-537-920.000	12/28/20	SEMCO ENERGY GAS CO.	SEMCO/12/28/20-1/25/21	12/28/20	02/09/21	16.32	41172

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Fund 590 SEWER FUND							
Dept 537 SEWER							
Total For Dept 537 SEWER						112,921.52	
Total For Fund 590 SEWER FUND						112,921.52	
Fund 591 WATER FUND							
Dept 536 WATER							
591-536-716.000	01/19/21	BLUE CROSS BLUE SHIELD OF MICH	HEALTH INSURANCE PPO 500 FEB 2021	011921	02/08/21	6,531.56	41102
591-536-728.000	01/20/21	NEW BUFFALO HARDWARE	OFFICE SUPPLIES/WATER	A176910	02/09/21	8.49	41157
591-536-730.000	02/08/21	US POSTMASTER	POSTAGE ON CITY ACCOUNT	020821	02/09/21	1,000.00	41114
591-536-751.000	01/28/21	ANDERSON, KENNETH	GASOLINE FOR PARTS PICKUP/GLOVES FO	01/28/21	02/09/21	112.00	41117
591-536-751.000	01/21/21	NEW BUFFALO AREA SCHOOLS	NBAS/GASOLINE/01/01/21-01/31/21	524	02/09/21	398.63	41155
591-536-753.000	01/29/21	ALEXANDER CHEMICAL CORP	BLANKET WATER CHEMICAL PURCHASES	35166	02/09/21	52.50	41116
591-536-756.000	01/12/21	ETNA SUPPLY COMPANY	OPERATING SUPPLIES/METER REPLACEMEN	S103853394.001	02/09/21	183.00	41135
591-536-756.000	01/25/21	ETNA SUPPLY COMPANY	OPERATING SUPPLIES/WATER	S103868940.002	02/09/21	998.00	41135
591-536-756.000	01/27/21	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/WATER	A177580	02/09/21	15.48	41157
591-536-756.000	01/27/21	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/WATER	B67094	02/09/21	0.50	41157
591-536-756.000	01/27/21	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/WATER	A177614	02/09/21	6.79	41158
591-536-756.200	01/12/21	ETNA SUPPLY COMPANY	OPERATING SUPPLIES/METER REPLACEMEN	S103853394.001	02/09/21	719.12	41135
591-536-756.300	01/14/21	ELAN CORP. PAYMENT SYSTEMS	DECEMBER 2020 PURCHASES	011220	01/12/21	69.58	41044
591-536-756.300	01/14/21	GRSD SEWER AUTHORITY	LAB SERVICES	0000011847	02/09/21	205.00	41098
591-536-756.300	01/14/21	GRSD SEWER AUTHORITY	LAB SERVICES DEC 2020	0000011848	02/09/21	164.00	41098
591-536-756.400	01/20/21	USA BLUEBOOK	LAB SUPPLIES/WATER	477919	02/09/21	84.20	41180
591-536-756.400	01/20/21	USA BLUEBOOK	LAB SUPPLIES/WATER	478100	02/09/21	421.50	41180
591-536-756.400	02/03/21	IDEXX DISTRIBUTION CORP	LAB SUPPLIES/WATER	3078719081	02/09/21	540.77	41141
591-536-756.400	01/26/21	USA BLUEBOOK	LAB SUPPLIES/WATER	484131	02/09/21	482.64	41180
591-536-767.000	01/18/21	NEW BUFFALO HARDWARE	EQUIPMENT/WATER	A176581	02/09/21	9.99	41157
591-536-767.000	01/19/21	RIDGE AUTO PARTS	EQUIPMENT/WATER	428991	02/09/21	30.95	41167
591-536-768.000	01/28/21	ANDERSON, KENNETH	GASOLINE FOR PARTS PICKUP/GLOVES FO	01/28/21	02/09/21	182.44	41117
591-536-818.000	01/12/21	BRADEN PLUMBING	HARBOR POINTE FLUSH LINES & METERS	17	02/09/21	3,205.00	41121
591-536-818.000	02/01/21	LAKESHORE RECYCLING & DISPOSAL	DUMPSTER PICKUP/MARCH/2021	118962MAR	02/09/21	94.00	41147
591-536-831.000	11/02/20	MICHIGAN MUNICIPAL LEAGUE	CDL CONSORTIUM DRIVERS FEE	21849	02/09/21	175.00	41113
591-536-853.000	02/01/21	ANDERSON, KENNETH	PHONE STIPEND/WATER/ANDERSON/02/01/	02/01/21	02/09/21	50.00	41117
591-536-853.000	02/01/21	GRUENER, ROBERT	PHONE STIPEND/WATER/GRUENER/02/01/2	02/01/21	02/09/21	50.00	41137
591-536-853.000	02/01/21	JOHNSON, JEFFREY	PHONE STIPEND/JOHNSON/02/01/21	02/01/21	02/09/21	50.00	41145
591-536-853.000	01/02/21	AT&T	TELEPHONE/WATER/01/02/21-02-01/21	26966666R0701210:	02/09/21	285.66	41118
591-536-853.000	01/02/21	AT&T	TELEPHONE/WATER/01/01/21-02/01/21	269R01267202-01	02/09/21	118.30	41118
591-536-853.000	01/02/21	AT&T	TELEPHONE/WATER/01/02/21-02/01/21	906R1886802-01	02/09/21	70.55	41118
591-536-920.000	01/19/21	COMCAST	COMCAST BILLS JANUARY	012121	02/08/21	235.92	41103
591-536-920.000	12/28/20	SEMCO ENERGY GAS CO.	SEMCO/12/28/20-1/25/21	12/28/20	02/09/21	1,290.49	41172
591-536-931.000	01/14/21	DIXON ENGINEERING INC	RESERVOIR PROJECT ENGINEERING	20-7542	01/12/21	6,000.00	41039
591-536-931.000	01/13/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/WATER/1/13/21	0113210005	02/09/21	41.50	41131
591-536-931.000	01/27/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/WATER/1/27/21	0127210005	02/09/21	41.50	41132
591-536-933.000	01/27/21	MID CITY SUPPLY CO INC	EQUIPMENT/WATER	S4005808.001	02/09/21	66.19	41154
591-536-933.000	01/20/21	CUMMINS BRIDGEWAY	MAINTENANCE/WATER	S3-96828	02/09/21	1,061.17	41129
591-536-933.000	01/22/21	CUMMINS BRIDGEWAY	MAINTENANCE/WATER	S3-96829	02/09/21	838.72	41129
591-536-939.000	01/27/21	RIDGE AUTO PARTS	VEHICLE REPAIR/WATER/1/27/21	429341	02/09/21	9.06	41167
Total For Dept 536 WATER						25,900.20	
Total For Fund 591 WATER FUND						25,900.20	
Fund 703 CURRENT TAX FUND							
Dept 000							
703-000-214.000	01/14/21	AMERICAN ELECTRIC POWER	DEC BOARD OF REVIEW REFUND 62-99999	62-9999-0006-00-01	01/14/21	11,214.18	2208
703-000-214.000	01/14/21	HELWING, CARL & KAREN	DEC BOARD OF REVIEW HOMESTEAD REFUN	011221	01/14/21	1,719.83	2211

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Fund 703 CURRENT TAX FUND							
Dept 000							
703-000-214.000	01/14/21	LADRA, WILLIAM & DAVIS, JOANN	HOMESTEAD EXEMPTION REFUND SUMMER A	011021	01/14/21	2,245.22	2212
703-000-214.000	01/14/21	NEVEL, IRA & ARLYN	HOMESTEAD EXEMPTION REFUND 48 MARQ	62865000009002	01/14/21	11,981.81	2213
703-000-214.000	01/14/21	NEWTON CURTIS & PATRICIA	HOMESTEAD EXEMPT REFUND SUMMER& WIN	62-8200-0212-12-	01/14/21	1,554.76	2214
703-000-214.000	01/25/21	LERETA	REFUND ON OVERPAYMENTS	012521 REFUND	01/25/21	1,747.63	2221
703-000-214.000	01/25/21	NEVEL, IRA & ARLYN	HOMESTEAD EXEMPTION REFUND WINTER	012521	01/25/21	11,981.80	2222
703-000-214.000	01/25/21	PERO, DIANE J.	TAX OVERPAYMENT ON 11-62-8500-0001-	012521	01/25/21	9.00	2223
703-000-214.000	01/25/21	SACONY, GREGORY & CYNTHIA	REFUND FOR DOUBLE PAYMENT 11-62-820	12521	01/25/21	1,164.62	2224
703-000-214.000	01/25/21	SMSG REAL ESTATE INVESTMENTS	REFUND ON DOUBLE PAYMENT	012521	01/25/21	277.39	2225
703-000-230.100	01/25/21	BERRIEN COUNTY TREASURER	COUNTY 911 12-24 THRU 1-24	12521 CTY 911	01/25/21	26,100.67	2215
703-000-230.100	01/25/21	BERRIEN COUNTY TREASURER	COUNTY LAW12-24 THRU 1-24	12521 CTY LAW	01/25/21	20,299.94	2215
703-000-230.100	01/25/21	BERRIEN COUNTY TREASURER	COUNTY SENIOR CENTER 12-24 THRU 1-2	12521 SR CTNR	01/25/21	17,400.13	2215
703-000-230.100	01/25/21	BERRIEN COUNTY TREASURER	COUNTY PARKS 12-24 THRU 1-24	12521 CTY PARKS	01/25/21	5,798.45	2215
703-000-230.200	01/25/21	NEW BUFFALO AREA SCHOOLS	WINTER: SCHOOL OPERATING TAXES	12521	01/25/21	360,217.60	2218
703-000-230.300	01/25/21	LAKE MICHIGAN COLLEGE	LMC TAX COLLECTION 12-24 THRU 1-24	12521	01/25/21	131,408.91	2217
703-000-230.400	01/25/21	NEW BUFFALO LIBRARY JOINT BLDG	LIBRARY BOND 12-24 THRU 1-24	12125	01/25/21	20,299.94	2219
703-000-230.400	01/25/21	NEW BUFFALO PUBLIC LIBRARY	LIBRARY TAXES COLLECTED 12-24 THRU	12521	01/25/21	19,377.46	2220
703-000-230.500	01/25/21	BERRIEN RESA	RESA GEN & SPEC ED TAXES 12-24 THR	12521	01/25/21	137,467.57	2216
703-000-230.700	01/25/21	BERRIEN COUNTY TREASURER	COUNTY DRAIN 835 12-24 THRU 1-24	12521 DRAIN	01/25/21	4,447.94	2215
Total For Dept 000						786,714.85	
Total For Fund 703 CURRENT TAX FUND						786,714.85	

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund Totals:							
			Fund 101 GENERAL FUND			108,201.67	
			Fund 202 MAJOR STREET FUND			16,551.85	
			Fund 203 LOCAL STREET FUND			130.74	
			Fund 208 PARK FUND			9,952.94	
			Fund 209 PARK IMPROVEMENT FUND			11,150.00	
			Fund 402 EQUIPMENT PURCHASE FUND			1,191.58	
			Fund 590 SEWER FUND			112,921.52	
			Fund 591 WATER FUND			25,900.20	
			Fund 703 CURRENT TAX FUND			786,714.85	
Total For All Funds:						<u>1,072,715.35</u>	

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 01/31/2021

% Fiscal Year Completed: 58.90

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

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 101 - GENERAL FUND								
Dept 000								
101-000-404.000	PROPERTY TAXES	2,501,055.00	2,501,055.00	2,501,055.00	2,438,063.29	0.00	0.00	100.00
101-000-417.000	DELINQUENT TAX PERSONAL	0.00	0.00	0.00	1.02	0.00	0.00	0.00
101-000-445.000	PENALTY & INTEREST	7,000.00	7,000.00	9,671.29	8,432.67	0.00	(2,671.29)	138.16
101-000-477.000	BUILDING PERMITS	35,000.00	35,000.00	31,127.92	29,357.41	4,265.00	3,872.08	88.94
101-000-478.000	ELECTRICAL PERMITS	10,000.00	10,000.00	11,839.40	9,959.90	1,327.90	(1,839.40)	118.39
101-000-479.000	MECHANICAL PERMITS	10,000.00	10,000.00	11,818.17	9,836.70	1,989.75	(1,818.17)	118.18
101-000-480.000	PLUMBING PERMITS	6,500.00	6,500.00	5,227.90	4,747.60	1,396.90	1,272.10	80.43
101-000-481.000	ZONING DEPOSITS	500.00	500.00	850.00	0.00	0.00	(350.00)	170.00
101-000-528.000	OTHER FEDERAL GRANTS	0.00	0.00	66,164.00	0.00	0.00	(66,164.00)	100.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION	5,000.00	5,000.00	5,637.97	5,637.97	0.00	(637.97)	112.76
101-000-574.000	CVTRS	10,095.00	10,095.00	5,940.00	9,900.00	1,980.00	4,155.00	58.84
101-000-576.000	STATE REVENUE SALES TAX	105,000.00	105,000.00	112,194.00	138,761.00	31,643.00	(7,194.00)	106.85
101-000-577.000	STATE REVENUE LIQUOR LICENSE	10,000.00	10,000.00	10,003.95	10,847.10	0.00	(3.95)	100.04
101-000-606.000	COURT CHARGES	1,000.00	1,000.00	176.90	521.83	0.00	823.10	17.69
101-000-615.000	SPECIAL USE FEE	1,600.00	1,600.00	5.00	991.50	0.00	1,595.00	0.31
101-000-617.000	FRANCHISE FEE	56,000.00	56,000.00	29,604.27	47,803.83	112.79	26,395.73	52.86
101-000-618.000	ADMINISTRATION FEE	95,000.00	95,000.00	82,453.74	101,278.18	7,380.28	12,546.26	86.79
101-000-619.000	VARIANCE FEE	2,500.00	2,500.00	3,825.00	3,100.00	350.00	(1,325.00)	153.00
101-000-627.000	SHORT TERM RENTAL FEES	30,000.00	30,000.00	22,325.00	49,225.00	2,475.00	7,675.00	74.42
101-000-628.000	SERVICE CHARGE	1,500.00	1,500.00	915.41	180.00	0.00	584.59	61.03
101-000-629.000	WASTE	272,834.00	272,834.00	152,798.94	268,023.59	18,391.22	120,035.06	56.00
101-000-629.100	PENALTY WASTE	3,000.00	3,000.00	1,607.30	3,176.82	234.27	1,392.70	53.58
101-000-654.100	OVERNIGHT PARKING PERMITS	20.00	20.00	0.00	7.00	0.00	20.00	0.00
101-000-656.000	TOWING SERVICE	1,500.00	1,500.00	0.00	1,950.00	0.00	1,500.00	0.00
101-000-657.000	PARKING FINES	500.00	500.00	23.00	224.00	23.00	477.00	4.60
101-000-665.000	INTEREST EARNED	6,000.00	6,000.00	1,114.32	12,117.24	0.00	4,885.68	18.57
101-000-670.000	RENTAL/LEASE	1,000.00	1,000.00	0.00	400.00	0.00	1,000.00	0.00
101-000-673.000	SALE OF ASSETS	0.00	0.00	58,182.00	10.00	0.00	(58,182.00)	100.00
101-000-675.000	DONATIONS	500.00	500.00	0.00	50.00	0.00	500.00	0.00
101-000-678.000	REIMBURSEMENTS	20,000.00	20,000.00	11,115.32	36,433.48	5,000.00	8,884.68	55.58
101-000-678.200	REIMBURSEMENTS-POLICE	73,341.00	73,341.00	28,988.28	63,728.47	57.50	44,352.72	39.53
Net - Dept 000		3,266,445.00	3,266,445.00	3,164,664.08	3,254,765.60	76,626.61	101,780.92	
Dept 101 - LEGISLATIVE								
101-101-703.000	SALARIES APPOINTED	11,500.00	11,500.00	5,082.54	11,926.25	2,651.29	6,417.46	44.20
101-101-714.000	MEDICARE	200.00	200.00	73.69	172.92	38.44	126.31	36.85
101-101-720.000	WORKER'S COMPENSATION INS	65.00	65.00	28.24	47.04	0.00	36.76	43.45
101-101-721.000	UNEMPLOYMENT COMPENSATION	550.00	550.00	109.47	297.18	0.00	440.53	19.90
101-101-756.000	OPERATING SUPPLIES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
101-101-801.000	EDUCATION & TRAINING	0.00	0.00	195.00	0.00	0.00	(195.00)	100.00
101-101-818.000	PROFESSIONAL & CONTRACTUAL	500.00	500.00	0.00	0.00	0.00	500.00	0.00
101-101-826.000	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-101-831.000	MEMBERSHIPS & DUES	100.00	100.00	0.00	85.00	0.00	100.00	0.00
101-101-885.000	PUBLIC RELATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-101-903.000	PRINTING & PUBLISHING	250.00	250.00	402.00	548.00	178.00	(152.00)	160.80
101-101-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 101 - LEGISLATIVE		(14,665.00)	(14,665.00)	(5,890.94)	(13,076.39)	(2,867.73)	(8,774.06)	
Dept 172 - EXECUTIVE								

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 101 - GENERAL FUND								
Net - Dept 247 - BOARD OF REVIEW		(2,000.00)	(2,000.00)	(379.00)	(360.00)	0.00	(1,621.00)	
Dept 253 - TREASURER								
101-253-703.000	SALARIES APPOINTED	46,995.00	46,995.00	29,168.89	45,292.46	4,953.88	17,826.11	62.07
101-253-706.000	SALARIES PERMANENT	29,615.00	29,615.00	23,395.30	33,797.53	4,121.70	6,219.70	79.00
101-253-706.100	SALARIES-OVERTIME	600.00	600.00	1,926.52	245.02	135.87	(1,326.52)	321.09
101-253-714.000	MEDICARE	1,226.00	1,226.00	769.22	1,153.02	130.26	456.78	62.74
101-253-715.000	SOCIAL SECURITY TAX	4,164.00	4,164.00	3,289.22	4,929.84	557.14	874.78	78.99
101-253-716.000	HEALTH INSURANCE	16,500.00	16,500.00	9,776.94	14,580.93	1,290.04	6,723.06	59.25
101-253-717.000	LIFE & DISABILITY INSURANCE	3,823.00	3,823.00	2,271.43	3,893.88	0.00	1,551.57	59.41
101-253-718.000	RETIREMENT	9,522.00	9,522.00	6,025.52	9,449.33	1,886.40	3,496.48	63.28
101-253-720.000	WORKER'S COMPENSATION INS	550.00	550.00	199.08	390.30	0.00	350.92	36.20
101-253-721.000	UNEMPLOYMENT COMPENSATION	1,200.00	1,200.00	33.51	533.49	0.00	1,166.49	2.79
101-253-728.000	OFFICE SUPPLIES	250.00	250.00	51.89	74.97	20.11	198.11	20.76
101-253-730.000	POSTAGE	2,000.00	2,000.00	938.22	115.26	0.00	1,061.78	46.91
101-253-751.000	GASOLINE	375.00	375.00	33.71	357.62	0.00	341.29	8.99
101-253-756.000	OPERATING SUPPLIES	250.00	250.00	308.10	474.55	0.00	(58.10)	123.24
101-253-801.000	EDUCATION & TRAINING	1,200.00	1,200.00	0.00	1,274.30	0.00	1,200.00	0.00
101-253-818.000	PROFESSIONAL & CONTRACTUAL	8,500.00	8,500.00	2,656.25	6,202.67	0.00	5,843.75	31.25
101-253-831.000	MEMBERSHIPS & DUES	300.00	300.00	75.00	364.00	0.00	225.00	25.00
101-253-853.000	TELEPHONE	0.00	0.00	350.00	0.00	50.00	(350.00)	100.00
101-253-903.000	PRINTING & PUBLISHING	600.00	600.00	1,657.35	274.00	0.00	(1,057.35)	276.23
101-253-934.000	OTHER REPAIRS & MAINT	150.00	150.00	0.00	470.67	0.00	150.00	0.00
101-253-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 253 - TREASURER		(127,820.00)	(127,820.00)	(82,926.15)	(123,873.84)	(13,145.40)	(44,893.85)	
Dept 257 - ASSESSOR								
101-257-707.000	SALARIES PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-714.000	MEDICARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-715.000	SOCIAL SECURITY TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-720.000	WORKER'S COMPENSATION INS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-721.000	UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-728.000	OFFICE SUPPLIES	125.00	125.00	0.00	43.45	0.00	125.00	0.00
101-257-730.000	POSTAGE	2,300.00	2,300.00	1,477.82	2,216.35	1,477.82	822.18	64.25
101-257-756.000	OPERATING SUPPLIES	100.00	100.00	0.00	1,195.64	0.00	100.00	0.00
101-257-801.000	EDUCATION & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-818.000	PROFESSIONAL & CONTRACTUAL	24,960.00	24,960.00	10,947.50	27,587.50	235.00	14,012.50	43.86
101-257-831.000	MEMBERSHIPS & DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-257-854.200	SOFTWARE EXPENSE	900.00	900.00	0.00	0.00	0.00	900.00	0.00
101-257-903.000	PRINTING & PUBLISHING	100.00	100.00	0.00	516.00	0.00	100.00	0.00
101-257-934.000	OTHER REPAIRS & MAINT	100.00	100.00	0.00	166.00	0.00	100.00	0.00
101-257-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 257 - ASSESSOR		(28,585.00)	(28,585.00)	(12,425.32)	(31,724.94)	(1,712.82)	(16,159.68)	
Dept 262 - ELECTIONS								
101-262-703.000	SALARIES APPOINTED	2,000.00	2,000.00	0.00	2,000.05	0.00	2,000.00	0.00
101-262-714.000	MEDICARE	30.00	30.00	0.00	29.00	0.00	30.00	0.00
101-262-715.000	SOCIAL SECURITY TAX	110.00	110.00	0.00	124.01	0.00	110.00	0.00
101-262-730.000	POSTAGE	500.00	500.00	0.00	200.00	0.00	500.00	0.00
101-262-751.000	GASOLINE	250.00	250.00	0.00	153.52	0.00	250.00	0.00

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		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 101 - GENERAL FUND								
101-262-756.000	OPERATING SUPPLIES	1,500.00	1,500.00	812.52	2,454.80	0.00	687.48	54.17
101-262-801.000	EDUCATION & TRAINING	200.00	200.00	0.00	0.00	0.00	200.00	0.00
101-262-818.000	PROFESSIONAL & CONTRACTUAL	6,000.00	6,000.00	4,598.85	2,916.50	0.00	1,401.15	76.65
101-262-903.000	PRINTING & PUBLISHING	700.00	700.00	2,902.08	816.10	2,058.58	(2,202.08)	414.58
101-262-934.000	OTHER REPAIRS & MAINT	400.00	400.00	440.00	0.00	0.00	(40.00)	110.00
101-262-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 262 - ELECTIONS		(11,690.00)	(11,690.00)	(8,753.45)	(8,693.98)	(2,058.58)	(2,936.55)	
Dept 266 - ATTORNEY								
101-266-826.100	LABOR MATTERS	5,000.00	5,000.00	540.00	8,440.50	0.00	4,460.00	10.80
101-266-826.300	COURT/ORDINANCE	15,000.00	15,000.00	9,999.97	9,384.00	0.00	5,000.03	66.67
101-266-826.400	OTHER LEGAL MATTERS	40,000.00	40,000.00	10,986.00	36,484.38	1,105.50	29,014.00	27.47
101-266-826.500	FOIA	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00
Net - Dept 266 - ATTORNEY		(65,000.00)	(65,000.00)	(21,525.97)	(54,308.88)	(1,105.50)	(43,474.03)	
Dept 276 - CEMETERY								
101-276-969.000	CONTRIBUTIONS TO OTHERS	30,000.00	30,000.00	20,000.00	29,500.00	2,500.00	10,000.00	66.67
Net - Dept 276 - CEMETERY		(30,000.00)	(30,000.00)	(20,000.00)	(29,500.00)	(2,500.00)	(10,000.00)	
Dept 298 - GENERAL GOVERNMENT								
101-298-706.000	SALARIES PERMANENT	67,060.00	67,060.00	39,672.37	63,250.81	5,263.76	27,387.63	59.16
101-298-706.100	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-298-714.000	MEDICARE	1,018.00	1,018.00	507.12	861.08	65.72	510.88	49.82
101-298-715.000	SOCIAL SECURITY TAX	4,354.00	4,354.00	2,168.38	3,681.81	281.02	2,185.62	49.80
101-298-716.000	HEALTH INSURANCE	35,740.00	35,740.00	24,240.56	24,426.94	2,924.70	11,499.44	67.82
101-298-717.000	LIFE & DISABILITY INSURANCE	1,280.00	1,280.00	1,478.26	1,886.28	0.00	(198.26)	115.49
101-298-718.000	RETIREMENT	5,618.00	5,618.00	3,315.39	4,980.50	1,039.38	2,302.61	59.01
101-298-720.000	WORKER'S COMPENSATION INS	1,500.00	1,500.00	682.96	1,100.91	0.00	817.04	45.53
101-298-721.000	UNEMPLOYMENT COMPENSATION	1,000.00	1,000.00	0.11	466.41	0.00	999.89	0.01
101-298-728.000	OFFICE SUPPLIES	4,000.00	4,000.00	5,255.90	3,606.16	524.03	(1,255.90)	131.40
101-298-730.000	POSTAGE	4,700.00	4,700.00	2,083.96	4,317.19	520.99	2,616.04	44.34
101-298-751.000	GASOLINE	600.00	600.00	20.04	203.04	3.34	579.96	3.34
101-298-756.000	OPERATING SUPPLIES	3,500.00	3,500.00	1,888.15	2,282.80	202.83	1,611.85	53.95
101-298-818.000	PROFESSIONAL & CONTRACTUAL	7,000.00	7,000.00	10,199.01	7,344.34	4,095.36	(3,199.01)	145.70
101-298-818.200	ENGINEERING	20,000.00	20,000.00	10,750.00	19,500.00	0.00	9,250.00	53.75
101-298-831.000	MEMBERSHIPS & DUES	2,500.00	2,500.00	2,000.00	2,310.50	400.00	500.00	80.00
101-298-853.000	TELEPHONE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-298-854.000	TECH SUPPORT/MAINTENANCE	27,000.00	27,000.00	9,907.89	30,302.16	3,000.00	17,092.11	36.70
101-298-854.100	WEBSITE/SOCIAL MEDIA	7,300.00	7,300.00	2,671.17	5,768.54	2,650.00	4,628.83	36.59
101-298-854.200	SOFTWARE EXPENSE	20,000.00	20,000.00	18,116.42	17,314.59	4,863.00	1,883.58	90.58
101-298-903.000	PRINTING & PUBLISHING	6,000.00	6,000.00	3,113.47	6,913.98	0.00	2,886.53	51.89
101-298-920.000	UTILITIES	14,000.00	14,000.00	5,594.58	10,803.51	1,134.39	8,405.42	39.96
101-298-931.000	BUILDING REPAIR & MAINTENANCE	25,000.00	25,000.00	13,502.66	24,841.28	808.68	11,497.34	54.01
101-298-932.000	GROUNDS REPAIR & MAINT	4,500.00	4,500.00	938.47	3,077.65	0.00	3,561.53	20.85
101-298-934.000	OTHER REPAIRS & MAINT	5,000.00	5,000.00	0.00	1,461.33	0.00	5,000.00	0.00
101-298-939.000	VEHICLE REPAIR & MAINTENANCE	0.00	0.00	0.00	110.02	0.00	0.00	0.00
101-298-942.000	EQUIPMENT	1,500.00	1,500.00	787.45	2,555.83	0.00	712.55	52.50
101-298-943.000	EQUIPMENT RENTAL	12,500.00	12,500.00	3,062.54	5,972.99	239.68	9,437.46	24.50

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		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 101 - GENERAL FUND								
101-298-956.200	REFUNDS	3,500.00	3,500.00	735.85	39.89	735.85	2,764.15	21.02
101-298-962.000	MISCELLANEOUS	0.00	0.00	25.75	11,009.53	0.00	(25.75)	100.00
101-298-971.000	CASH SHORT/OVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 298 - GENERAL GOVERNMENT		(286,170.00)	(286,170.00)	(162,718.46)	(260,390.07)	(28,752.73)	(123,451.54)	
Dept 305 - POLICE								
101-305-705.000	SALARIES SUPERVISION	82,792.00	82,792.00	54,235.47	57,242.35	10,139.82	28,556.53	65.51
101-305-706.000	SALARIES PERMANENT	386,250.00	386,250.00	231,204.60	382,456.49	30,946.55	155,045.40	59.86
101-305-706.100	SALARIES-OVERTIME	60,000.00	60,000.00	27,689.68	54,635.52	4,430.36	32,310.32	46.15
101-305-707.000	SALARIES PART-TIME	58,000.00	58,000.00	37,532.08	57,742.56	1,439.10	20,467.92	64.71
101-305-714.000	MEDICARE	7,688.00	7,688.00	4,864.08	7,973.19	646.10	2,823.92	63.27
101-305-715.000	SOCIAL SECURITY TAX	32,875.00	32,875.00	20,798.18	34,092.40	2,762.64	12,076.82	63.26
101-305-716.000	HEALTH INSURANCE	142,000.00	142,000.00	70,410.50	103,947.48	9,589.01	71,589.50	49.58
101-305-717.000	LIFE & DISABILITY INSURANCE	14,218.00	14,218.00	7,850.01	11,761.56	0.00	6,367.99	55.21
101-305-718.000	RETIREMENT	37,384.00	37,384.00	21,099.53	32,398.72	6,826.32	16,284.47	56.44
101-305-720.000	WORKER'S COMPENSATION INS	14,000.00	14,000.00	6,807.58	11,127.75	0.00	7,192.42	48.63
101-305-721.000	UNEMPLOYMENT COMPENSATION	5,558.00	5,558.00	707.82	3,025.28	0.00	4,850.18	12.74
101-305-722.000	MEDICAL EXPENSE	1,600.00	1,600.00	6,722.80	1,263.61	0.00	(5,122.80)	420.18
101-305-728.000	OFFICE SUPPLIES	1,600.00	1,600.00	235.00	537.62	0.00	1,365.00	14.69
101-305-730.000	POSTAGE	150.00	150.00	0.00	72.95	0.00	150.00	0.00
101-305-751.000	GASOLINE	17,000.00	17,000.00	3,586.28	9,130.90	524.37	13,413.72	21.10
101-305-756.000	OPERATING SUPPLIES	2,100.00	2,100.00	1,760.25	1,894.55	0.00	339.75	83.82
101-305-767.000	EQUIPMENT/SMALL TOOLS	4,000.00	4,000.00	2,556.77	2,166.89	322.74	1,443.23	63.92
101-305-768.000	UNIFORMS	12,000.00	12,000.00	6,407.03	13,870.07	455.82	5,592.97	53.39
101-305-768.100	AMMO	4,500.00	4,500.00	1,582.80	2,641.02	366.80	2,917.20	35.17
101-305-768.200	UNIFORM ALLOW-RESERVE/CERT	1,600.00	1,600.00	0.00	424.59	0.00	1,600.00	0.00
101-305-769.000	K-9	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-305-801.000	EDUCATION & TRAINING	5,355.00	5,355.00	1,745.29	4,032.30	0.00	3,609.71	32.59
101-305-818.000	PROFESSIONAL & CONTRACTUAL	5,200.00	5,200.00	4,731.00	3,508.65	3,592.25	469.00	90.98
101-305-831.000	MEMBERSHIPS & DUES	600.00	600.00	665.00	619.64	290.00	(65.00)	110.83
101-305-851.000	RADIO/VIDEO MAINTENANCE	5,200.00	5,200.00	1,366.62	4,471.30	22.50	3,833.38	26.28
101-305-853.000	TELEPHONE	6,200.00	6,200.00	2,477.27	5,468.42	296.65	3,722.73	39.96
101-305-903.000	PRINTING & PUBLISHING	1,000.00	1,000.00	352.47	735.73	88.00	647.53	35.25
101-305-913.000	INSURANCE	11,000.00	11,000.00	5,174.22	7,189.43	3,411.50	5,825.78	47.04
101-305-916.000	LIABILITY INSURANCE	58,000.00	58,000.00	34,177.28	46,137.21	22,516.90	23,822.72	58.93
101-305-920.000	UTILITIES	10,000.00	10,000.00	5,266.28	9,848.64	1,134.39	4,733.72	52.66
101-305-931.000	BUILDING REPAIR & MAINTENANCE	9,000.00	9,000.00	1,579.50	12,709.08	231.95	7,420.50	17.55
101-305-933.000	EQUIPMENT & MAINTENANCE	2,500.00	2,500.00	4,923.90	7,945.61	1,697.00	(2,423.90)	196.96
101-305-933.100	EQUIPMENT MAINT--PARKING ENFOR	2,050.00	2,050.00	3,196.91	0.00	0.00	(1,146.91)	155.95
101-305-934.000	OTHER REPAIRS & MAINT	4,000.00	4,000.00	244.09	2,137.30	0.00	3,755.91	6.10
101-305-939.000	VEHICLE REPAIR & MAINTENANCE	11,000.00	11,000.00	3,483.43	15,537.44	641.84	7,516.57	31.67
101-305-943.000	EQUIPMENT RENTAL	300.00	300.00	472.72	1,230.32	73.98	(172.72)	157.57
101-305-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-305-979.000	EQUIPMENT	27,000.00	27,000.00	25,960.57	25,931.71	189.52	1,039.43	96.15
Net - Dept 305 - POLICE		(1,043,720.00)	(1,043,720.00)	(601,867.01)	(935,908.28)	(102,636.11)	(441,852.99)	
Dept 336 - FIRE								
101-336-705.000	SALARIES SUPERVISION	21,211.00	21,211.00	13,237.30	20,534.74	1,631.64	7,973.70	62.41
101-336-708.000	VOLUNTEER SALARIES	15,000.00	15,000.00	7,016.00	7,358.00	1,450.50	7,984.00	46.77
101-336-714.000	MEDICARE	574.00	574.00	293.69	416.45	44.70	280.31	51.17
101-336-715.000	SOCIAL SECURITY TAX	1,400.00	1,400.00	820.71	1,324.48	101.16	579.29	58.62

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 01/31/2021

% Fiscal Year Completed: 58.90

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 101 - GENERAL FUND								
101-442-714.000	MEDICARE	1,401.00	1,401.00	615.19	1,028.62	93.49	785.81	43.91
101-442-715.000	SOCIAL SECURITY TAX	6,920.00	6,920.00	2,631.12	4,398.33	399.93	4,288.88	38.02
101-442-716.000	HEALTH INSURANCE	70,354.00	70,354.00	27,521.50	53,774.10	3,889.86	42,832.50	39.12
101-442-717.000	LIFE & DISABILITY INSURANCE	7,587.00	7,587.00	3,388.77	4,564.94	0.00	4,198.23	44.67
101-442-718.000	RETIREMENT	17,917.00	17,917.00	8,452.80	11,286.25	2,646.72	9,464.20	47.18
101-442-720.000	WORKER'S COMPENSATION INS	15,000.00	15,000.00	7,539.42	12,449.64	0.00	7,460.58	50.26
101-442-721.000	UNEMPLOYMENT COMPENSATION	3,000.00	3,000.00	0.77	859.03	0.00	2,999.23	0.03
101-442-723.000	STIPENDS	500.00	500.00	200.00	700.00	0.00	300.00	40.00
101-442-728.000	OFFICE SUPPLIES	575.00	575.00	198.99	801.33	198.99	376.01	34.61
101-442-751.000	GASOLINE	2,200.00	2,200.00	604.85	699.87	98.49	1,595.15	27.49
101-442-756.000	OPERATING SUPPLIES	7,500.00	7,500.00	1,074.52	7,109.40	141.78	6,425.48	14.33
101-442-767.000	EQUIPMENT/SMALL TOOLS	5,000.00	5,000.00	2,147.75	7,402.85	0.00	2,852.25	42.96
101-442-768.000	UNIFORMS	2,400.00	2,400.00	810.67	1,350.61	0.00	1,589.33	33.78
101-442-801.000	EDUCATION & TRAINING	500.00	500.00	0.00	0.00	0.00	500.00	0.00
101-442-818.000	PROFESSIONAL & CONTRACTUAL	7,000.00	7,000.00	7,586.50	14,050.77	437.00	(586.50)	108.38
101-442-818.120	TREE REMOVALS	15,000.00	30,000.00	27,000.00	8,250.00	0.00	3,000.00	90.00
101-442-831.000	MEMBERSHIPS & DUES	600.00	600.00	774.58	580.49	0.00	(174.58)	129.10
101-442-853.000	TELEPHONE	1,200.00	1,200.00	640.06	1,000.10	90.01	559.94	53.34
101-442-903.000	PRINTING & PUBLISHING	300.00	300.00	514.00	935.84	225.00	(214.00)	171.33
101-442-913.000	INSURANCE	5,000.00	5,000.00	3,024.82	4,612.14	2,080.00	1,975.18	60.50
101-442-920.000	UTILITIES	16,000.00	16,000.00	9,487.14	15,228.97	1,209.60	6,512.86	59.29
101-442-931.000	BUILDING REPAIR & MAINTENANCE	20,000.00	20,000.00	6,120.81	25,069.87	2,893.40	13,879.19	30.60
101-442-932.000	GROUND'S REPAIR & MAINT	20,000.00	20,000.00	6,095.72	14,336.03	0.00	13,904.28	30.48
101-442-933.000	EQUIPMENT & MAINTENANCE	5,000.00	5,000.00	8,817.07	5,241.50	0.00	(3,817.07)	176.34
101-442-935.100	STORM SEWER REPAIR & MAINT	10,000.00	10,000.00	312.50	1,805.00	0.00	9,687.50	3.13
101-442-939.000	VEHICLE REPAIR & MAINTENANCE	12,000.00	12,000.00	6,171.14	14,053.88	1,983.16	5,828.86	51.43
101-442-943.000	EQUIPMENT RENTAL	3,000.00	3,000.00	495.00	20,970.73	0.00	2,505.00	16.50
101-442-962.000	MISCELLANEOUS	0.00	0.00	(184.78)	0.00	0.00	184.78	100.00
101-442-962.200	MISC PROJECT COSTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 442 - STREET OPERATING		(365,226.00)	(380,226.00)	(176,487.59)	(304,464.42)	(23,216.42)	(203,738.41)	
Dept 448 - STREET LIGHTING								
101-448-926.000	STREET LIGHTING	37,000.00	37,000.00	11,715.34	33,402.76	1,702.79	25,284.66	31.66
Net - Dept 448 - STREET LIGHTING		(37,000.00)	(37,000.00)	(11,715.34)	(33,402.76)	(1,702.79)	(25,284.66)	
Dept 523 - SOLID WASTE COLLECTION								
101-523-818.000	PROFESSIONAL & CONTRACTUAL	272,256.00	272,256.00	169,067.30	229,868.60	21,050.60	103,188.70	62.10
101-523-956.200	REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 523 - SOLID WASTE COLLECTION		(272,256.00)	(272,256.00)	(169,067.30)	(229,868.60)	(21,050.60)	(103,188.70)	
Dept 651 - AMBULANCE SERVICE								
101-651-818.000	PROFESSIONAL & CONTRACTUAL	110,817.00	110,817.00	63,091.00	106,056.00	9,013.00	47,726.00	56.93
Net - Dept 651 - AMBULANCE SERVICE		(110,817.00)	(110,817.00)	(63,091.00)	(106,056.00)	(9,013.00)	(47,726.00)	
Dept 721 - PLANNING COMMISSION								
101-721-801.000	EDUCATION & TRAINING	1,400.00	1,400.00	0.00	0.00	0.00	1,400.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 101 - GENERAL FUND								
101-721-818.000	PROFESSIONAL & CONTRACTUAL	3,000.00	3,000.00	0.00	578.00	0.00	3,000.00	0.00
101-721-831.000	MEMBERSHIPS & DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-721-903.000	PRINTING & PUBLISHING	200.00	200.00	0.00	676.00	0.00	200.00	0.00
101-721-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 721 - PLANNING COMMISSION		(4,600.00)	(4,600.00)	0.00	(1,254.00)	0.00	(4,600.00)	
Dept 722 - ZONING								
101-722-818.000	PROFESSIONAL & CONTRACTUAL	700.00	700.00	0.00	324.00	0.00	700.00	0.00
101-722-831.000	MEMBERSHIPS & DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-722-903.000	PRINTING & PUBLISHING	200.00	200.00	352.00	994.00	352.00	(152.00)	176.00
101-722-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 722 - ZONING		(900.00)	(900.00)	(352.00)	(1,318.00)	(352.00)	(548.00)	
Dept 872 - OTHER FUNCTIONS								
101-872-807.000	AUDIT	3,000.00	3,000.00	3,000.00	3,000.00	0.00	0.00	100.00
101-872-818.000	PROFESSIONAL & CONTRACTUAL	20,000.00	20,000.00	14,960.35	19,056.00	0.00	5,039.65	74.80
101-872-818.200	ENGINEERING	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00
101-872-854.000	TECH SUPPORT/MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-872-881.000	MISCELLANEOUS PROJECT COST	15,000.00	15,000.00	6,799.38	7,030.47	0.00	8,200.62	45.33
101-872-912.000	FIRE INSURANCE	5,000.00	5,000.00	2,941.53	4,296.76	1,839.54	2,058.47	58.83
101-872-913.000	INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-872-916.000	LIABILITY INSURANCE	9,000.00	9,000.00	4,859.12	6,752.43	3,211.11	4,140.88	53.99
101-872-932.500	AMTRAK PLATFORM MAINT.	800.00	800.00	0.00	0.00	0.00	800.00	0.00
101-872-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-872-963.000	BANK FEES	7,000.00	7,000.00	3,578.46	8,267.97	0.00	3,421.54	51.12
Net - Dept 872 - OTHER FUNCTIONS		(65,800.00)	(65,800.00)	(36,138.84)	(48,403.63)	(5,050.65)	(29,661.16)	
Dept 965 - TRANSFERS								
101-965-898.000	TRANSFER TO PARK	75,000.00	75,000.00	0.00	110,000.00	0.00	75,000.00	0.00
101-965-980.000	TRANSFER TO EQUIP PURCHASE	30,000.00	30,000.00	30,000.00	29,000.00	0.00	0.00	100.00
101-965-999.000	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-965-999.130	TRANSFER TO DEBT SERVICE	127,543.00	127,543.00	127,543.00	128,313.00	0.00	0.00	100.00
Net - Dept 965 - TRANSFERS		(232,543.00)	(232,543.00)	(157,543.00)	(267,313.00)	0.00	(75,000.00)	
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		3,266,445.00	3,266,445.00	3,164,664.08	3,254,765.60	76,626.61	101,780.92	96.88
TOTAL EXPENDITURES		3,218,952.00	3,257,952.00	1,776,150.71	2,820,490.07	265,846.69	1,481,801.29	54.52
NET OF REVENUES & EXPENDITURES		47,493.00	8,493.00	1,388,513.37	434,275.53	(189,220.08)	(1,380,020.37)	.6,348.92
Fund 105 - PNBALRSB								
Dept 000								
105-000-589.000	CONTRIBUTIONS	51,000.00	0.00	0.00	89,299.75	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 01/31/2021

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 105 - PNBALRSB								
105-000-665.000	INTEREST EARNED	800.00	800.00	0.00	851.79	0.00	800.00	0.00
105-000-674.000	GRANTS	0.00	51,000.00	49,155.00	15,000.00	0.00	1,845.00	96.38
105-000-698.740	LRSB DISBURSEMENTS	215,000.00	215,000.00	220,879.80	290,673.54	0.00	(5,879.80)	102.73
105-000-807.000	AUDIT	3,920.00	3,920.00	3,920.00	3,920.00	0.00	0.00	100.00
Net - Dept 000		262,880.00	262,880.00	266,114.80	391,905.08	0.00	(3,234.80)	
Dept 442 - STREET OPERATING								
105-442-976.100	N. WHITTAKER ST. REVDEVELOPMEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 442 - STREET OPERATING		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 670								
105-670-818.000	PROFESSIONAL & CONTRACTUAL	20,000.00	60,000.00	56,750.00	106,305.00	0.00	3,250.00	94.58
105-670-818.200	ENGINEERING	20,000.00	20,000.00	0.00	56,218.16	0.00	20,000.00	0.00
105-670-881.110	CAPITAL PROJECTS	30,000.00	30,000.00	6,482.55	0.00	0.00	23,517.45	21.61
105-670-881.500	BUSINESS IMP DISTRICT PLAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105-670-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105-670-970.000	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105-670-980.000	TRANSFER TO EQUIP PURCHASE	40,000.00	40,000.00	40,000.00	40,000.00	0.00	0.00	100.00
105-670-999.120	TRANSFER TO SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
105-670-999.150	TRANSFER TO DEBT SERVICE (MT)	0.00	0.00	0.00	51,063.00	0.00	0.00	0.00
105-670-999.200	TRANSFER TO MAJOR/LOCAL	0.00	0.00	0.00	300,000.00	0.00	0.00	0.00
105-670-999.300	TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 670		(110,000.00)	(150,000.00)	(103,232.55)	(553,586.16)	0.00	(46,767.45)	
Fund 105 - PNBALRSB:								
TOTAL REVENUES		266,800.00	266,800.00	270,034.80	395,825.08	0.00	(3,234.80)	101.21
TOTAL EXPENDITURES		113,920.00	153,920.00	107,152.55	557,506.16	0.00	46,767.45	69.62
NET OF REVENUES & EXPENDITURES		152,880.00	112,880.00	162,882.25	(161,681.08)	0.00	(50,002.25)	144.30
Fund 202 - MAJOR STREET FUND								
Dept 000								
202-000-546.000	MOTOR VEHICLE FUND TAX	145,000.00	145,000.00	124,844.18	208,676.70	16,185.86	20,155.82	86.10
202-000-566.000	OTHER STATE GRANTS (ACT 207)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202-000-665.000	INTEREST EARNED	1,200.00	1,200.00	100.82	3,026.64	0.00	1,099.18	8.40
202-000-699.100	TRANSFER IN	0.00	0.00	0.00	300,000.00	0.00	0.00	0.00
Net - Dept 000		146,200.00	146,200.00	124,945.00	511,703.34	16,185.86	21,255.00	
Dept 463 - ROUTINE MAINTENANCE								
202-463-705.000	SALARIES SUPERVISION	3,750.00	3,750.00	3,603.47	756.64	561.84	146.53	96.09
202-463-706.000	SALARIES PERMANENT	17,000.00	17,000.00	11,945.96	16,501.38	1,730.30	5,054.04	70.27
202-463-714.000	MEDICARE	230.00	230.00	211.14	243.50	31.08	18.86	91.80
202-463-715.000	SOCIAL SECURITY TAX	1,100.00	1,100.00	902.97	1,040.96	133.11	197.03	82.09

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 202 - MAJOR STREET FUND								
202-463-751.000	GASOLINE	7,000.00	7,000.00	2,912.74	4,949.13	713.67	4,087.26	41.61
202-463-756.000	OPERATING SUPPLIES	8,500.00	8,500.00	609.00	3,741.89	0.00	7,891.00	7.16
202-463-767.000	EQUIPMENT/SMALL TOOLS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00
202-463-818.000	PROFESSIONAL & CONTRACTUAL	45,000.00	45,000.00	0.00	8,502.46	0.00	45,000.00	0.00
202-463-933.000	EQUIPMENT & MAINTENANCE	7,000.00	7,000.00	0.00	2,457.17	0.00	7,000.00	0.00
202-463-939.000	VEHICLE REPAIR & MAINTENANCE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00
202-463-962.100	TOOLS & EQUIP	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00
Net - Dept 463 - ROUTINE MAINTENANCE		(99,580.00)	(99,580.00)	(20,185.28)	(38,193.13)	(3,170.00)	(79,394.72)	
Dept 474 - TRAFFIC SERVICES								
202-474-705.000	SALARIES SUPERVISION	3,750.00	3,750.00	3,603.12	1,992.52	561.78	146.88	96.08
202-474-706.000	SALARIES PERMANENT	17,000.00	17,000.00	11,945.76	16,501.40	1,730.28	5,054.24	70.27
202-474-714.000	MEDICARE	230.00	230.00	211.07	243.46	31.09	18.93	91.77
202-474-715.000	SOCIAL SECURITY TAX	1,100.00	1,100.00	902.82	1,040.93	133.06	197.18	82.07
202-474-756.000	OPERATING SUPPLIES	3,000.00	3,000.00	456.22	3,942.19	0.00	2,543.78	15.21
202-474-767.000	EQUIPMENT/SMALL TOOLS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
202-474-784.000	OPER SUPP SNOW & ICE	20,000.00	20,000.00	10,882.21	19,301.13	773.03	9,117.79	54.41
202-474-818.000	PROFESSIONAL & CONTRACTUAL	105,000.00	105,000.00	17,156.74	15,514.00	14,899.74	87,843.26	16.34
202-474-933.000	EQUIPMENT & MAINTENANCE	500.00	500.00	2,711.82	0.00	0.00	(2,211.82)	542.36
Net - Dept 474 - TRAFFIC SERVICES		(151,580.00)	(151,580.00)	(47,869.76)	(58,535.63)	(18,128.98)	(103,710.24)	
Dept 482 - ADMINISTRATIVE								
202-482-705.000	SALARIES SUPERVISION	4,500.00	4,500.00	2,662.27	4,725.59	0.00	1,837.73	59.16
202-482-714.000	MEDICARE	70.00	70.00	38.58	68.51	0.00	31.42	55.11
202-482-715.000	SOCIAL SECURITY TAX	300.00	300.00	165.03	293.00	0.00	134.97	55.01
202-482-807.000	AUDIT	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00	100.00
202-482-962.000	MISCELLANEOUS	200.00	200.00	65.88	260.80	0.00	134.12	32.94
202-482-999.130	TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 482 - ADMINISTRATIVE		(6,070.00)	(6,070.00)	(3,931.76)	(6,347.90)	0.00	(2,138.24)	
Dept 483 - ENGINEERING								
202-483-818.000	PROFESSIONAL & CONTRACTUAL	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00
202-483-818.100	BRIDGE REHABILITATION	70,000.00	70,000.00	3,850.00	520,170.98	0.00	66,150.00	5.50
202-483-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 483 - ENGINEERING		(100,000.00)	(100,000.00)	(3,850.00)	(520,170.98)	0.00	(96,150.00)	
Fund 202 - MAJOR STREET FUND:								
TOTAL REVENUES		146,200.00	146,200.00	124,945.00	511,703.34	16,185.86	21,255.00	85.46
TOTAL EXPENDITURES		357,230.00	357,230.00	75,836.80	623,247.64	21,298.98	281,393.20	21.23
NET OF REVENUES & EXPENDITURES		(211,030.00)	(211,030.00)	49,108.20	(111,544.30)	(5,113.12)	(260,138.20)	23.27
Fund 203 - LOCAL STREET FUND								

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 203 - LOCAL STREET FUND								
Dept 000								
203-000-546.000	MOTOR VEHICLE FUND TAX	60,000.00	60,000.00	63,169.56	105,652.34	8,188.18	(3,169.56)	105.28
203-000-566.000	OTHER STATE GRANTS (ACT 207)	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00
203-000-578.000	STATE REVENUE METRO ACT	0.00	0.00	0.00	11,115.37	0.00	0.00	0.00
203-000-665.000	INTEREST EARNED	200.00	200.00	86.77	1,885.84	0.00	113.23	43.39
203-000-698.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203-000-699.400	TRANSFER FROM MAJOR STREET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 000		70,200.00	70,200.00	63,256.33	118,653.55	8,188.18	6,943.67	
Dept 463 - ROUTINE MAINTENANCE								
203-463-705.000	SALARIES SUPERVISION	3,900.00	3,900.00	3,603.32	1,992.60	561.81	296.68	92.39
203-463-706.000	SALARIES PERMANENT	6,000.00	6,000.00	5,119.78	6,847.31	741.61	880.22	85.33
203-463-714.000	MEDICARE	135.00	135.00	119.80	120.39	17.94	15.20	88.74
203-463-715.000	SOCIAL SECURITY TAX	850.00	850.00	511.96	515.03	76.55	338.04	60.23
203-463-751.000	GASOLINE	1,600.00	1,600.00	582.55	989.81	142.73	1,017.45	36.41
203-463-756.000	OPERATING SUPPLIES	5,000.00	5,000.00	609.00	3,992.50	0.00	4,391.00	12.18
203-463-767.000	EQUIPMENT/SMALL TOOLS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
203-463-818.000	PROFESSIONAL & CONTRACTUAL	5,000.00	5,000.00	0.00	47,170.00	0.00	5,000.00	0.00
203-463-933.000	EQUIPMENT & MAINTENANCE	5,000.00	5,000.00	0.00	1,655.62	0.00	5,000.00	0.00
203-463-939.000	VEHICLE REPAIR & MAINTENANCE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
203-463-962.100	TOOLS & EQUIP	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
Net - Dept 463 - ROUTINE MAINTENANCE		(31,985.00)	(31,985.00)	(10,546.41)	(63,283.26)	(1,540.64)	(21,438.59)	
Dept 474 - TRAFFIC SERVICES								
203-474-705.000	SALARIES SUPERVISION	3,700.00	3,700.00	3,603.88	1,992.96	561.95	96.12	97.40
203-474-706.000	SALARIES PERMANENT	5,200.00	5,200.00	5,119.62	6,846.78	741.56	80.38	98.45
203-474-714.000	MEDICARE	200.00	200.00	119.89	120.46	17.96	80.11	59.95
203-474-715.000	SOCIAL SECURITY TAX	750.00	750.00	511.94	515.04	76.53	238.06	68.26
203-474-756.000	OPERATING SUPPLIES	2,000.00	2,000.00	0.00	1,343.07	0.00	2,000.00	0.00
203-474-767.000	EQUIPMENT/SMALL TOOLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203-474-784.000	OPER SUPP SNOW & ICE	15,000.00	15,000.00	9,336.13	19,301.12	0.00	5,663.87	62.24
203-474-818.000	PROFESSIONAL & CONTRACTUAL	0.00	0.00	0.00	4,668.24	0.00	0.00	0.00
203-474-933.000	EQUIPMENT & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 474 - TRAFFIC SERVICES		(26,850.00)	(26,850.00)	(18,691.46)	(34,787.67)	(1,398.00)	(8,158.54)	
Dept 478								
203-478-784.000	OPER SUPP SNOW & ICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 478		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 482 - ADMINISTRATIVE								
203-482-703.000	SALARIES APPOINTED	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203-482-705.000	SALARIES SUPERVISION	2,600.00	2,600.00	1,597.41	2,723.68	0.00	1,002.59	61.44
203-482-714.000	MEDICARE	50.00	50.00	23.19	41.16	0.00	26.81	46.38
203-482-715.000	SOCIAL SECURITY TAX	200.00	200.00	99.04	175.83	0.00	100.96	49.52
203-482-807.000	AUDIT	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00	100.00
203-482-962.000	MISCELLANEOUS	200.00	200.00	38.70	153.17	0.00	161.30	19.35

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 203 - LOCAL STREET FUND								
203-482-999.130	TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 482 - ADMINISTRATIVE		(4,050.00)	(4,050.00)	(2,758.34)	(4,093.84)	0.00	(1,291.66)	
Dept 483 - ENGINEERING								
203-483-818.000	PROFESSIONAL & CONTRACTUAL	124,321.00	124,321.00	0.00	5,125.00	0.00	124,321.00	0.00
Net - Dept 483 - ENGINEERING		(124,321.00)	(124,321.00)	0.00	(5,125.00)	0.00	(124,321.00)	
Fund 203 - LOCAL STREET FUND:								
TOTAL REVENUES		70,200.00	70,200.00	63,256.33	118,653.55	8,188.18	6,943.67	90.11
TOTAL EXPENDITURES		187,206.00	187,206.00	31,996.21	107,289.77	2,938.64	155,209.79	17.09
NET OF REVENUES & EXPENDITURES		(117,006.00)	(117,006.00)	31,260.12	11,363.78	5,249.54	(148,266.12)	26.72
Fund 208 - PARK FUND								
Dept 000								
208-000-566.000	GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
208-000-587.000	DONATIONS	0.00	0.00	0.00	275.00	0.00	0.00	0.00
208-000-628.000	SERVICE CHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
208-000-651.100	TRANSIENT MARINA FEES	45,000.00	45,000.00	28,716.40	32,213.20	5,091.54	16,283.60	63.81
208-000-652.000	BOAT LAUNCHING FEES	50,000.00	50,000.00	34,050.31	52,033.00	0.00	15,949.69	68.10
208-000-652.100	BOAT LAUNCH FEES-COMMERCIAL	28,000.00	28,000.00	13,464.00	22,475.00	0.00	14,536.00	48.09
208-000-653.000	CONCESSION	12,000.00	12,000.00	0.00	9,500.00	0.00	12,000.00	0.00
208-000-653.100	VENDING MACHINE REVENUE	0.00	0.00	0.00	13.00	0.00	0.00	0.00
208-000-653.200	ICE/MECHANDISE SALES	1,200.00	1,200.00	420.00	1,372.00	0.00	780.00	35.00
208-000-653.300	VENDOR PERCENTAGE OF SALES	6,500.00	6,500.00	48,352.10	16,495.90	0.00	(41,852.10)	743.88
208-000-654.000	BEACH PARKING FEES	255,000.00	255,000.00	261,010.67	282,966.68	199.27	(6,010.67)	102.36
208-000-655.100	PAVILION RENTAL	500.00	500.00	400.00	575.00	0.00	100.00	80.00
208-000-657.000	PARKING FINES	2,500.00	2,500.00	83.00	2,178.46	0.00	2,417.00	3.32
208-000-665.000	INTEREST EARNED	600.00	600.00	23.07	593.91	0.00	576.93	3.85
208-000-678.000	REIMBURSEMENTS	0.00	0.00	20,254.06	0.00	0.00	(20,254.06)	100.00
208-000-698.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
208-000-699.000	TRANSFER FROM GENERAL	75,000.00	75,000.00	0.00	110,000.00	0.00	75,000.00	0.00
Net - Dept 000		476,300.00	476,300.00	406,773.61	530,691.15	5,290.81	69,526.39	
Dept 691 - PARK								
208-691-705.000	SALARIES SUPERVISION	80,001.00	80,001.00	39,919.49	50,793.06	4,334.72	40,081.51	49.90
208-691-706.000	SALARIES PERMANENT	56,436.00	56,436.00	28,176.91	15,958.38	3,807.06	28,259.09	49.93
208-691-706.100	SALARIES-OVERTIME	1,000.00	1,000.00	1,469.78	162.72	549.29	(469.78)	146.98
208-691-706.160	SALARIES-BOAT LAUNCH	34,000.00	34,000.00	17,530.21	25,149.21	0.00	16,469.79	51.56
208-691-706.200	SALARIES- MARINA	23,000.00	23,000.00	9,884.50	13,764.33	0.00	13,115.50	42.98
208-691-706.300	SALARIES-BEACH	50,000.00	50,000.00	28,095.63	64,386.78	0.00	21,904.37	56.19
208-691-707.000	SALARIES PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
208-691-707.100	PT - LIFEGUARDS	41,500.00	41,500.00	30,146.08	48,647.96	0.00	11,353.92	72.64
208-691-714.000	MEDICARE	4,252.00	4,252.00	2,231.48	3,404.59	122.99	2,020.52	52.48
208-691-715.000	SOCIAL SECURITY TAX	15,938.00	15,938.00	9,541.12	14,557.45	525.75	6,396.88	59.86

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 208 - PARK FUND								
208-691-716.000	HEALTH INSURANCE	12,000.00	12,000.00	5,354.86	7,432.88	715.10	6,645.14	44.62
208-691-717.000	LIFE & DISABILITY INSURANCE	3,164.00	3,164.00	1,541.36	1,669.56	0.00	1,622.64	48.72
208-691-718.000	RETIREMENT	7,679.00	7,679.00	4,104.58	3,647.54	1,321.25	3,574.42	53.45
208-691-720.000	WORKER'S COMPENSATION INS	5,000.00	5,000.00	2,601.32	4,228.26	0.00	2,398.68	52.03
208-691-721.000	UNEMPLOYMENT COMPENSATION	8,000.00	8,000.00	1,915.58	4,283.97	0.00	6,084.42	23.94
208-691-722.000	DRUG TESTING/MEDICAL EXPENSE	2,000.00	2,000.00	0.00	490.00	0.00	2,000.00	0.00
208-691-723.000	STIPENDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
208-691-728.000	OFFICE SUPPLIES	800.00	800.00	486.02	1,481.85	1.99	313.98	60.75
208-691-751.000	GASOLINE	6,000.00	6,000.00	769.74	2,282.88	3.33	5,230.26	12.83
208-691-756.000	OPERATING SUPPLIES	9,000.00	9,000.00	5,407.86	10,828.87	622.03	3,592.14	60.09
208-691-756.500	MERCHANDISE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
208-691-767.000	EQUIPMENT/SMALL TOOLS	6,500.00	6,500.00	1,345.82	5,039.06	83.71	5,154.18	20.70
208-691-768.000	UNIFORMS	2,500.00	2,500.00	1,279.92	3,224.43	283.01	1,220.08	51.20
208-691-801.000	EDUCATION & TRAINING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
208-691-807.000	AUDIT	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00	100.00
208-691-818.000	PROFESSIONAL & CONTRACTUAL	35,000.00	55,000.00	48,204.00	41,903.23	2,228.00	6,796.00	87.64
208-691-818.200	ENGINEERING	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
208-691-831.000	MEMBERSHIPS & DUES	400.00	400.00	0.00	0.00	0.00	400.00	0.00
208-691-853.000	TELEPHONE	2,500.00	2,500.00	1,344.75	2,086.07	180.33	1,155.25	53.79
208-691-854.200	SOFTWARE EXPENSE	2,050.00	2,050.00	0.00	0.00	0.00	2,050.00	0.00
208-691-903.000	PRINTING & PUBLISHING	1,500.00	1,500.00	838.43	3,096.03	0.00	661.57	55.90
208-691-912.000	FIRE INSURANCE	1,700.00	1,700.00	1,278.93	1,868.15	799.80	421.07	75.23
208-691-913.000	INSURANCE	3,000.00	3,000.00	3,024.80	3,704.64	2,080.00	(24.80)	100.83
208-691-916.000	LIABILITY INSURANCE	8,500.00	8,500.00	5,399.03	7,502.71	3,567.90	3,100.97	63.52
208-691-920.000	UTILITIES	35,000.00	35,000.00	19,084.71	30,254.10	2,278.69	15,915.29	54.53
208-691-931.000	BUILDING REPAIR & MAINTENANCE	15,000.00	15,000.00	11,597.10	28,281.83	5,320.05	3,402.90	77.31
208-691-932.000	GROUNDS REPAIR & MAINT	15,000.00	15,000.00	10,555.21	37,469.73	719.03	4,444.79	70.37
208-691-933.000	EQUIPMENT & MAINTENANCE	5,000.00	5,000.00	10,962.00	2,482.06	36.60	(5,962.00)	219.24
208-691-933.100	EQUIPMENT MAINT--PARKING SYSTE	2,760.00	2,760.00	4,369.00	2,925.12	0.00	(1,609.00)	158.30
208-691-933.200	EQUIPMENT LEASES	10,767.00	10,767.00	7,617.72	11,194.06	0.00	3,149.28	70.75
208-691-939.000	VEHICLE REPAIR & MAINTENANCE	4,000.00	4,000.00	654.52	2,902.46	3.72	3,345.48	16.36
208-691-943.000	EQUIPMENT RENTAL	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
208-691-956.200	REFUNDS	350.00	350.00	1,197.88	0.00	0.00	(847.88)	342.25
208-691-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
208-691-963.000	BANK FEES	8,000.00	8,000.00	9,284.42	7,446.49	0.00	(1,284.42)	116.06
208-691-967.000	MISC PROJECTS	5,000.00	5,000.00	1,563.95	7,779.19	0.00	3,436.05	31.28
208-691-970.000	CAPITAL IMPROVEMENTS	5,000.00	5,000.00	0.00	6,000.00	0.00	5,000.00	0.00
208-691-971.000	CASH SHORT/OVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
208-691-979.000	EQUIPMENT	5,000.00	5,000.00	349.99	66.88	0.00	4,650.01	7.00
208-691-979.200	LIFEGUARD EQUIPMENT	2,164.00	2,164.00	497.62	4,775.61	0.00	1,666.38	23.00
208-691-979.300	LIFEGUARD RECRUITMENT & TRAINI	4,250.00	4,250.00	0.00	1,330.91	0.00	4,250.00	0.00
208-691-999.000	TRANSFERS OUT	0.00	0.00	0.00	66,727.40	0.00	0.00	0.00
208-691-999.500	TRANSFER TO DREDGE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 691 - PARK		(547,211.00)	(567,211.00)	(330,626.32)	(552,230.45)	(29,584.35)	(236,584.68)	
Fund 208 - PARK FUND:								
TOTAL REVENUES		476,300.00	476,300.00	406,773.61	530,691.15	5,290.81	69,526.39	85.40
TOTAL EXPENDITURES		547,211.00	567,211.00	330,626.32	552,230.45	29,584.35	236,584.68	58.29

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BGD USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 208 - PARK FUND								
NET OF REVENUES & EXPENDITURES		(70,911.00)	(90,911.00)	76,147.29	(21,539.30)	(24,293.54)	(167,058.29)	83.76
Fund 209 - PARK IMPROVEMENT FUND								
Dept 000								
209-000-404.000	PROPERTY TAXES	111,925.00	111,925.00	111,925.00	109,092.95	0.00	0.00	100.00
209-000-445.000	PENALTY & INTEREST	200.00	200.00	209.08	248.23	0.00	(9.08)	104.54
209-000-587.000	DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
209-000-665.000	INTEREST EARNED	100.00	100.00	16.84	183.89	0.00	83.16	16.84
209-000-698.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
209-000-699.100	TRANSFER IN	0.00	0.00	0.00	66,727.40	0.00	0.00	0.00
209-000-981.300	PARK VEHICLES & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 000		112,225.00	112,225.00	112,150.92	176,252.47	0.00	74.08	
Dept 691 - PARK								
209-691-999.500	TRANSFER TO DREDGE FUND	36,288.00	36,288.00	0.00	35,800.00	0.00	36,288.00	0.00
Net - Dept 691 - PARK		(36,288.00)	(36,288.00)	0.00	(35,800.00)	0.00	(36,288.00)	
Dept 751								
209-751-818.200	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
209-751-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
209-751-974.000	CAPITAL IMPROVEMENTS	110,000.00	110,000.00	22,300.00	15,350.00	11,150.00	87,700.00	20.27
Net - Dept 751		(110,000.00)	(110,000.00)	(22,300.00)	(15,350.00)	(11,150.00)	(87,700.00)	
Fund 209 - PARK IMPROVEMENT FUND:								
TOTAL REVENUES		112,225.00	112,225.00	112,150.92	176,252.47	0.00	74.08	99.93
TOTAL EXPENDITURES		146,288.00	146,288.00	22,300.00	51,150.00	11,150.00	123,988.00	15.24
NET OF REVENUES & EXPENDITURES		(34,063.00)	(34,063.00)	89,850.92	125,102.47	(11,150.00)	(123,913.92)	263.78
Fund 225 - DREDGE FUND								
Dept 000								
225-000-566.000	GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
225-000-589.000	CONTRIBUTIONS	36,288.00	36,288.00	0.00	9,182.00	0.00	36,288.00	0.00
225-000-665.000	INTEREST EARNED	600.00	600.00	101.43	1,210.02	0.00	498.57	16.91
225-000-699.100	TRANSFER IN	36,288.00	36,288.00	0.00	35,800.00	0.00	36,288.00	0.00
Net - Dept 000		73,176.00	73,176.00	101.43	46,192.02	0.00	73,074.57	
Dept 806 - HARBOR DREDGING								
225-806-818.000	PROFESSIONAL & CONTRACTUAL	200,000.00	200,000.00	0.00	3,410.00	0.00	200,000.00	0.00
Net - Dept 806 - HARBOR DREDGING		(200,000.00)	(200,000.00)	0.00	(3,410.00)	0.00	(200,000.00)	

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE	END BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 225 - DREDGE FUND								
Fund 225 - DREDGE FUND:								
TOTAL REVENUES		73,176.00	73,176.00	101.43	46,192.02	0.00	73,074.57	0.14
TOTAL EXPENDITURES		200,000.00	200,000.00	0.00	3,410.00	0.00	200,000.00	0.00
NET OF REVENUES & EXPENDITURES		(126,824.00)	(126,824.00)	101.43	42,782.02	0.00	(126,925.43)	0.08
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY								
Dept 000								
248-000-404.000	PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000-405.000	PROPERTY TAXES - COUNTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000-445.000	PENALTY & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000-665.000	INTEREST EARNED	5.00	5.00	0.06	0.90	0.00	4.94	1.20
248-000-675.000	DONATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000-678.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000-699.100	TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000-818.000	PROFESSIONAL & CONTRACTUAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000-818.200	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
248-000-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 000		5.00	5.00	0.06	0.90	0.00	4.94	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:								
TOTAL REVENUES		5.00	5.00	0.06	0.90	0.00	4.94	1.20
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		5.00	5.00	0.06	0.90	0.00	4.94	1.20
Fund 265 - DRUG LAW ENFORCEMENT FUND								
Dept 000								
265-000-655.000	FORFEITURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
265-000-665.000	INTEREST EARNED	0.00	0.00	0.02	0.10	0.00	(0.02)	100.00
265-000-678.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
265-000-699.000	TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
265-000-767.000	EQUIPMENT/SMALL TOOLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
265-000-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
265-000-979.000	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 000		0.00	0.00	0.02	0.10	0.00	(0.02)	
Fund 265 - DRUG LAW ENFORCEMENT FUND:								
TOTAL REVENUES		0.00	0.00	0.02	0.10	0.00	(0.02)	100.00

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		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 265 - DRUG LAW ENFORCEMENT FUND								
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.02	0.10	0.00	(0.02)	100.00
Fund 266 - CRIMINAL JUSTICE TRAINING (ACT 302)								
Dept 000								
266-000-580.000	STATE REVENUE JUSTICE TRAINING	1,300.00	1,300.00	447.76	1,290.24	0.00	852.24	34.44
266-000-665.000	INTEREST EARNED	0.00	0.00	0.06	1.51	0.00	(0.06)	100.00
266-000-699.000	TRANSFER FROM GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
266-000-961.000	CRIMINAL JUSTICE TRAINING	0.00	0.00	0.00	451.58	(56.72)	0.00	0.00
Net - Dept 000		1,300.00	1,300.00	447.82	840.17	56.72	852.18	
Fund 266 - CRIMINAL JUSTICE TRAINING (ACT 302):								
TOTAL REVENUES		1,300.00	1,300.00	447.82	1,291.75	0.00	852.18	34.45
TOTAL EXPENDITURES		0.00	0.00	0.00	451.58	(56.72)	0.00	0.00
NET OF REVENUES & EXPENDITURES		1,300.00	1,300.00	447.82	840.17	56.72	852.18	34.45
Fund 351 - DEBT SERVICE								
Dept 000								
351-000-665.000	INTEREST EARNED	800.00	800.00	40.84	745.84	0.00	759.16	5.11
351-000-699.000	TRANSFER FROM GENERAL	127,543.00	127,543.00	127,543.00	128,313.00	0.00	0.00	100.00
351-000-699.100	TRANSFER IN FROM WATER	84,825.00	84,825.00	84,825.00	85,338.00	0.00	0.00	100.00
351-000-699.200	TRANSFER IN FROM SEWER	126,932.00	126,932.00	126,932.00	127,699.00	0.00	0.00	100.00
351-000-699.312	TRANSFER FROM LRSB FOR 2010 SE	0.00	0.00	0.00	51,063.00	0.00	0.00	0.00
Net - Dept 000		340,100.00	340,100.00	339,340.84	393,158.84	0.00	759.16	
Dept 906 - DEBT SERVICE								
351-906-991.100	2017 CAP IMPROV BOND PRINCIPLE	240,000.00	240,000.00	0.00	235,000.00	0.00	240,000.00	0.00
351-906-992.100	2017 CAP IMPROV BOND INTEREST	99,300.00	99,300.00	49,650.00	106,350.00	0.00	49,650.00	50.00
351-906-993.700	2010 SEAWALL - PRINCIPAL	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00
351-906-993.800	2010 SEAWALL - INTEREST	0.00	0.00	0.00	1,087.50	0.00	0.00	0.00
351-906-998.000	FEES	800.00	800.00	0.00	0.00	0.00	800.00	0.00
Net - Dept 906 - DEBT SERVICE		(340,100.00)	(340,100.00)	(49,650.00)	(392,437.50)	0.00	(290,450.00)	
Fund 351 - DEBT SERVICE:								
TOTAL REVENUES		340,100.00	340,100.00	339,340.84	393,158.84	0.00	759.16	99.78
TOTAL EXPENDITURES		340,100.00	340,100.00	49,650.00	392,437.50	0.00	290,450.00	14.60
NET OF REVENUES & EXPENDITURES		0.00	0.00	289,690.84	721.34	0.00	(289,690.84)	100.00
Fund 402 - EQUIPMENT PURCHASE FUND								

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 402 - EQUIPMENT PURCHASE FUND								
Dept 000								
402-000-566.000	GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-000-665.000	INTEREST EARNED	100.00	100.00	8.58	268.23	0.00	91.42	8.58
402-000-678.000	REIMBURSEMENTS	25,000.00	25,000.00	0.00	30,518.00	0.00	25,000.00	0.00
402-000-695.000	TRANSFER FROM GENERAL	30,000.00	30,000.00	30,000.00	29,000.00	0.00	0.00	100.00
402-000-695.200	TRANSFER FROM WATER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-000-695.300	TRANSFER FROM LRSB	40,000.00	40,000.00	40,000.00	40,000.00	0.00	0.00	100.00
402-000-695.400	TRANSFER IN GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-000-697.300	POLICE PROCEEDS	0.00	0.00	0.00	10,750.00	0.00	0.00	0.00
402-000-698.100	LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 000		95,100.00	95,100.00	70,008.58	110,536.23	0.00	25,091.42	
Dept 872 - OTHER FUNCTIONS								
402-872-942.000	EQUIPMENT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00
Net - Dept 872 - OTHER FUNCTIONS		(5,000.00)	(5,000.00)	0.00	0.00	0.00	(5,000.00)	
Dept 902 - CAPITAL								
402-902-974.000	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-902-981.000	POLICE VEHICLES&EQUIPMENT	19,097.00	19,097.00	21,047.55	32,437.40	0.00	(1,950.55)	110.21
402-902-981.100	FIRE VEHICLES & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-902-981.200	STREET VEHICLES & EQUIPMENT	37,278.00	37,278.00	19,858.60	35,308.34	1,429.90	17,419.40	53.27
402-902-981.300	PARK VEHICLES & EQUIPMENT	5,720.00	5,720.00	3,813.04	4,885.46	953.26	1,906.96	66.66
402-902-981.400	WATER VEHICLES & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-902-981.500	CITY HALL OFFICE EQUIPMENT	5,000.00	5,000.00	0.00	1,035.18	0.00	5,000.00	0.00
402-902-998.000	FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
402-902-999.910	UNDESIGNATED	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 902 - CAPITAL		(67,095.00)	(67,095.00)	(44,719.19)	(73,666.38)	(2,383.16)	(22,375.81)	
Fund 402 - EQUIPMENT PURCHASE FUND:								
TOTAL REVENUES		95,100.00	95,100.00	70,008.58	110,536.23	0.00	25,091.42	73.62
TOTAL EXPENDITURES		72,095.00	72,095.00	44,719.19	73,666.38	2,383.16	27,375.81	62.03
NET OF REVENUES & EXPENDITURES		23,005.00	23,005.00	25,289.39	36,869.85	(2,383.16)	(2,284.39)	109.93
Fund 403 - CAPITAL IMPROV CONSTRUCTION								
Dept 000								
403-000-665.000	INTEREST EARNED	0.00	0.00	26.74	2,051.81	0.00	(26.74)	100.00
403-000-678.000	REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
403-000-695.100	TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
403-000-698.400	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 000		0.00	0.00	26.74	2,051.81	0.00	(26.74)	
Dept 903								

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 403 - CAPITAL IMPROV CONSTRUCTION								
403-903-976.000	N. WHITTAKER REDEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
403-903-976.100	STROMER & SHORE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
403-903-976.200	STREET PAVING PROGRAM	105,362.00	210,724.00	37,920.00	606,000.72	0.00	172,804.00	18.00
403-903-976.300	CLAY STREET RECONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
403-903-998.000	FEES	0.00	950.00	0.00	950.00	0.00	950.00	0.00
Net - Dept 903		(105,362.00)	(211,674.00)	(37,920.00)	(606,950.72)	0.00	(173,754.00)	
Fund 403 - CAPITAL IMPROV CONSTRUCTION:								
TOTAL REVENUES		0.00	0.00	26.74	2,051.81	0.00	(26.74)	100.00
TOTAL EXPENDITURES		105,362.00	211,674.00	37,920.00	606,950.72	0.00	173,754.00	17.91
NET OF REVENUES & EXPENDITURES		(105,362.00)	(211,674.00)	(37,893.26)	(604,898.91)	0.00	(173,780.74)	17.90
Fund 590 - SEWER FUND								
Dept 000								
590-000-566.000	GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-000-641.000	TAP IN FEES	6,000.00	6,000.00	5,990.73	5,462.43	0.00	9.27	99.85
590-000-641.100	TAP BUY INS	25,000.00	25,000.00	17,835.77	28,788.00	0.00	7,164.23	71.34
590-000-641.300	INSPECTION FEES	500.00	500.00	237.00	316.00	0.00	263.00	47.40
590-000-641.400	CONNECTION FEE	1,500.00	1,500.00	1,050.00	1,400.00	0.00	450.00	70.00
590-000-650.000	USAGE	468,750.00	468,750.00	304,571.06	419,817.39	18,304.01	164,178.94	64.98
590-000-650.100	READY TO SERVE	562,500.00	562,500.00	321,563.48	562,893.47	39,136.47	240,936.52	57.17
590-000-662.000	PENALTIES	9,000.00	9,000.00	5,417.35	10,285.25	607.66	3,582.65	60.19
590-000-665.000	INTEREST EARNED	2,000.00	2,000.00	106.31	3,879.95	0.00	1,893.69	5.32
590-000-670.000	INCOME FROM JOINT VENTURE	0.00	0.00	0.00	(90,607.00)	0.00	0.00	0.00
590-000-683.000	CHANGE IN ESTIMATE	0.00	0.00	0.00	125,000.00	0.00	0.00	0.00
590-000-698.000	MISCELLANEOUS	0.00	0.00	740.58	1,234.30	0.00	(740.58)	100.00
590-000-699.000	TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 000		1,075,250.00	1,075,250.00	657,512.28	1,068,469.79	58,048.14	417,737.72	
Dept 537 - SEWER								
590-537-705.000	SALARIES SUPERVISION	27,500.00	27,500.00	13,095.40	16,560.50	1,269.53	14,404.60	47.62
590-537-706.000	SALARIES PERMANENT	34,893.00	34,893.00	22,292.55	32,499.62	3,837.52	12,600.45	63.89
590-537-706.100	SALARIES-OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-537-714.000	MEDICARE	800.00	800.00	494.08	703.26	71.21	305.92	61.76
590-537-715.000	SOCIAL SECURITY TAX	3,300.00	3,300.00	2,112.19	3,006.84	304.41	1,187.81	64.01
590-537-730.000	POSTAGE	1,800.00	1,800.00	0.00	1,800.00	0.00	1,800.00	0.00
590-537-751.000	GASOLINE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-537-756.000	OPERATING SUPPLIES	300.00	300.00	0.00	152.09	0.00	300.00	0.00
590-537-807.000	AUDIT	1,000.00	1,000.00	2,000.00	2,000.00	0.00	(1,000.00)	200.00
590-537-818.000	PROFESSIONAL & CONTRACTUAL	3,000.00	3,000.00	0.00	321.48	0.00	3,000.00	0.00
590-537-818.200	ENGINEERING	40,000.00	40,000.00	750.00	36,933.70	0.00	39,250.00	1.88
590-537-836.000	GALIEN RIVER SANITARY DISTRICT	825,000.00	825,000.00	145,732.72	933,490.94	36,933.56	679,267.28	17.66
590-537-836.100	GRSD MAINTENANCE	40,000.00	40,000.00	23,607.69	19,008.75	106.00	16,392.31	59.02
590-537-836.300	GRSD - CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-537-836.500	GRSD-CONNECTION FEES	3,500.00	3,500.00	350.00	1,400.00	0.00	3,150.00	10.00
590-537-916.000	LIABILITY INSURANCE	3,000.00	3,000.00	1,919.90	2,590.27	1,276.79	1,080.10	64.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 01/31/2021

% Fiscal Year Completed: 58.90

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

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 590 - SEWER FUND								
590-537-920.000	UTILITIES	6,500.00	6,500.00	5,043.04	12,292.58	2,220.91	1,456.96	77.59
590-537-933.000	EQUIPMENT & MAINTENANCE	4,000.00	4,000.00	0.00	13.71	0.00	4,000.00	0.00
590-537-935.000	SEWER REPAIR & MAINTENANCE	17,000.00	17,000.00	0.00	13,047.10	0.00	17,000.00	0.00
590-537-935.200	N. WHITTKER REDEVELOPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
590-537-937.000	SEWER CONNECTIONS/MAINTENANCE	1,000.00	1,000.00	4,400.00	11,400.00	4,400.00	(3,400.00)	440.00
590-537-943.000	EQUIPMENT RENTAL	400.00	400.00	0.00	0.00	0.00	400.00	0.00
590-537-956.200	REFUNDS	250.00	250.00	0.00	0.00	0.00	250.00	0.00
590-537-962.000	MISCELLANEOUS	250.00	250.00	106.83	(231.58)	0.00	143.17	42.73
590-537-991.000	DEPRECIATION EXPENSE	0.00	0.00	0.00	47,105.00	0.00	0.00	0.00
590-537-995.000	INTERFUND TRANSFERS	24,690.00	24,690.00	12,883.00	26,237.09	0.00	11,807.00	52.18
590-537-995.100	TRANSFER TO DEBT SERVICE 2017	126,932.00	126,932.00	126,932.00	127,699.00	0.00	0.00	100.00
Net - Dept 537 - SEWER		(1,165,115.00)	(1,165,115.00)	(361,719.40)	(1,288,030.35)	(50,419.93)	(803,395.60)	
Fund 590 - SEWER FUND:								
TOTAL REVENUES		1,075,250.00	1,075,250.00	657,512.28	1,068,469.79	58,048.14	417,737.72	61.15
TOTAL EXPENDITURES		1,165,115.00	1,165,115.00	361,719.40	1,288,030.35	50,419.93	803,395.60	31.05
NET OF REVENUES & EXPENDITURES		(89,865.00)	(89,865.00)	295,792.88	(219,560.56)	7,628.21	(385,657.88)	329.15
Fund 591 - WATER FUND								
Dept 000								
591-000-626.000	SERVICES RENDERED	500.00	500.00	0.00	125.00	0.00	500.00	0.00
591-000-641.000	TAP IN FEES	23,000.00	23,000.00	11,643.05	13,422.07	0.00	11,356.95	50.62
591-000-641.100	TAP BUY INS	10,000.00	10,000.00	8,004.23	7,966.00	0.00	1,995.77	80.04
591-000-641.200	WATER TAP SUPPLY REIM	0.00	0.00	0.00	6,122.55	0.00	0.00	0.00
591-000-648.000	USAGE - CASINO	340,000.00	340,000.00	218,756.26	365,814.49	31,798.25	121,243.74	64.34
591-000-649.000	USAGE-TWP	10,000.00	10,000.00	9,198.77	9,761.42	1,584.47	801.23	91.99
591-000-650.000	USAGE	330,000.00	330,000.00	229,867.02	297,926.11	12,171.96	100,132.98	69.66
591-000-650.100	READY TO SERVE	400,000.00	400,000.00	237,696.97	420,547.68	26,573.47	162,303.03	59.42
591-000-650.200	RTS - CASINO	23,000.00	23,000.00	13,641.88	25,334.92	1,948.84	9,358.12	59.31
591-000-651.000	ON/OFF FEES	1,500.00	1,500.00	4,026.50	3,365.00	420.00	(2,526.50)	268.43
591-000-662.000	PENALTIES	6,500.00	6,500.00	3,688.97	6,733.56	431.37	2,811.03	56.75
591-000-665.000	INTEREST EARNED	12,000.00	12,000.00	356.62	18,044.74	0.00	11,643.38	2.97
591-000-670.000	RENTAL/LEASE	0.00	0.00	0.00	15,000.00	0.00	0.00	0.00
591-000-680.000	HYDRANT RENTAL	100.00	100.00	266.00	130.50	75.00	(166.00)	266.00
591-000-698.000	MISCELLANEOUS	0.00	0.00	1,256.00	670.00	581.00	(1,256.00)	100.00
Net - Dept 000		1,156,600.00	1,156,600.00	738,402.27	1,190,964.04	75,584.36	418,197.73	
Dept 536 - WATER								
591-536-705.000	SALARIES SUPERVISION	126,233.00	126,233.00	70,323.32	94,657.96	9,513.91	55,909.68	55.71
591-536-706.000	SALARIES PERMANENT	177,846.00	177,846.00	108,026.53	184,501.10	15,878.32	69,819.47	60.74
591-536-706.100	SALARIES-OVERTIME	22,000.00	22,000.00	9,560.72	15,622.26	1,367.87	12,439.28	43.46
591-536-714.000	MEDICARE	4,728.00	4,728.00	2,643.13	4,432.17	363.90	2,084.87	55.90
591-536-715.000	SOCIAL SECURITY TAX	20,217.00	20,217.00	11,301.69	18,951.60	1,555.86	8,915.31	55.90
591-536-716.000	HEALTH INSURANCE	79,100.00	79,100.00	49,835.49	71,333.95	6,531.56	29,264.51	63.00
591-536-717.000	LIFE & DISABILITY INSURANCE	7,290.00	7,290.00	4,558.47	7,814.52	0.00	2,731.53	62.53
591-536-718.000	RETIREMENT	19,799.00	19,799.00	12,465.27	3,303.37	3,905.05	7,333.73	62.96

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 01/31/2021

% Fiscal Year Completed: 58.90

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

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 591 - WATER FUND								
591-536-720.000	WORKER'S COMPENSATION INS	9,400.00	9,400.00	4,708.18	7,770.96	0.00	4,691.82	50.09
591-536-721.000	UNEMPLOYMENT COMPENSATION	1,950.00	1,950.00	0.00	750.74	0.00	1,950.00	0.00
591-536-723.000	STIPENDS	4,900.00	4,900.00	5,050.00	5,300.00	0.00	(150.00)	103.06
591-536-728.000	OFFICE SUPPLIES	800.00	800.00	40.02	765.52	8.49	759.98	5.00
591-536-730.000	POSTAGE	2,800.00	2,800.00	117.90	2,095.94	0.00	2,682.10	4.21
591-536-743.000	CHEMICALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591-536-751.000	GASOLINE	5,500.00	5,500.00	1,178.22	3,568.04	260.35	4,321.78	21.42
591-536-753.000	PROCESS CHEMICALS	25,000.00	25,000.00	13,255.30	15,097.17	156.00	11,744.70	53.02
591-536-756.000	OPERATING SUPPLIES	23,000.00	23,000.00	10,193.65	19,389.76	1,387.00	12,806.35	44.32
591-536-756.100	SUPPLIES - WATER TAPS	7,500.00	7,500.00	3,794.32	5,864.42	276.00	3,705.68	50.59
591-536-756.200	METER REPLACEMENT	17,000.00	17,000.00	3,425.50	13,108.05	719.12	13,574.50	20.15
591-536-756.300	MISC TESTING SUPPLIES&TESTING	7,500.00	7,500.00	3,884.66	4,476.88	438.58	3,615.34	51.80
591-536-756.400	LAB SUPPLIES	22,000.00	22,000.00	11,331.59	13,898.30	3,235.22	10,668.41	51.51
591-536-767.000	EQUIPMENT/SMALL TOOLS	5,500.00	5,500.00	403.21	2,870.22	212.99	5,096.79	7.33
591-536-768.000	UNIFORMS	1,600.00	1,600.00	309.07	850.67	182.44	1,290.93	19.32
591-536-801.000	EDUCATION & TRAINING	3,800.00	3,800.00	445.00	1,951.66	0.00	3,355.00	11.71
591-536-807.000	AUDIT	2,000.00	2,000.00	2,000.00	2,000.00	0.00	0.00	100.00
591-536-818.000	PROFESSIONAL & CONTRACTUAL	28,000.00	28,000.00	33,601.74	16,795.35	4,228.00	(5,601.74)	120.01
591-536-818.200	ENGINEERING	60,000.00	60,000.00	19,756.50	3,861.02	7,538.00	40,243.50	32.93
591-536-818.600	CONTRACTUAL-WATER TAPS	7,500.00	7,500.00	0.00	9,760.96	0.00	7,500.00	0.00
591-536-818.700	SLUDGE REMOVAL	0.00	0.00	0.00	27,483.66	0.00	0.00	0.00
591-536-818.800	WATER INTAKE SERVICE	12,000.00	12,000.00	0.00	11,500.00	0.00	12,000.00	0.00
591-536-819.500	PERMIT FEE	150.00	150.00	150.00	226.50	0.00	0.00	100.00
591-536-824.000	LAB CERTIFICATION FEE	4,000.00	4,000.00	1,300.05	4,076.42	0.00	2,699.95	32.50
591-536-831.000	MEMBERSHIPS & DUES	1,500.00	1,500.00	1,594.58	1,444.49	0.00	(94.58)	106.31
591-536-853.000	TELEPHONE	12,000.00	12,000.00	4,954.14	10,064.36	676.40	7,045.86	41.28
591-536-873.000	TRAVEL/MILEAGE REIMB	450.00	450.00	0.00	0.00	0.00	450.00	0.00
591-536-903.000	PRINTING & PUBLISHING	800.00	800.00	0.00	1,254.09	0.00	800.00	0.00
591-536-912.000	FIRE INSURANCE	13,000.00	13,000.00	8,568.80	12,516.62	5,358.66	4,431.20	65.91
591-536-913.000	INSURANCE	3,000.00	3,000.00	1,814.89	2,041.27	1,248.00	1,185.11	60.50
591-536-916.000	LIABILITY INSURANCE	3,500.00	3,500.00	1,799.68	2,500.91	1,189.30	1,700.32	51.42
591-536-920.000	UTILITIES	55,000.00	55,000.00	27,266.40	49,938.75	1,917.74	27,733.60	49.58
591-536-930.000	PLANT REPAIR & MAINTENANCE	15,000.00	15,000.00	14.95	1,235.68	0.00	14,985.05	0.10
591-536-931.000	BUILDING REPAIR & MAINTENANCE	210,000.00	210,000.00	6,800.49	16,388.63	6,083.00	203,199.51	3.24
591-536-933.000	EQUIPMENT & MAINTENANCE	40,000.00	40,000.00	4,075.09	26,286.77	0.00	35,924.91	10.19
591-536-934.000	OTHER REPAIRS & MAINT	10,000.00	10,000.00	2.53	700.00	0.00	9,997.47	0.03
591-536-939.000	VEHICLE REPAIR & MAINTENANCE	6,500.00	6,500.00	212.37	1,173.06	9.06	6,287.63	3.27
591-536-943.000	EQUIPMENT RENTAL	250.00	250.00	0.00	0.00	0.00	250.00	0.00
591-536-955.000	CUSTOMER DEPOSIT REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591-536-956.200	REFUNDS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
591-536-962.000	MISCELLANEOUS	0.00	0.00	0.00	(83.00)	0.00	0.00	0.00
591-536-963.000	BANK FEES	3,000.00	3,000.00	421.95	2,000.96	0.00	2,578.05	14.07
591-536-974.700	PLANT SECURITY EXPENSE	2,500.00	2,500.00	1,010.00	430.00	0.00	1,490.00	40.40
591-536-979.000	EQUIPMENT	10,000.00	10,000.00	0.00	6,257.42	0.00	10,000.00	0.00
591-536-979.400	WATER METER REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591-536-979.500	HYDRANT REPLACEMENT	7,500.00	7,500.00	0.00	1,120.00	0.00	7,500.00	0.00
591-536-987.000	WATER MAIN EXTENSIONS	65,000.00	65,000.00	0.00	50,225.29	0.00	65,000.00	0.00
591-536-987.100	WATER MAIN REPLACEMENT--MECHAN	0.00	0.00	0.00	0.54	0.00	0.00	0.00
591-536-987.200	WATER MAINS N. WHITTAKER PROJE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591-536-991.000	DEPRECIATION EXPENSE	0.00	0.00	0.00	168,100.31	0.00	0.00	0.00
591-536-991.600	2010 WATER SYS IMPR-INTEREST	23,811.00	23,811.00	11,874.05	23,898.60	0.00	11,936.95	49.87
591-536-991.700	LIGHTHOUSE CREEK PAYMENT	76,495.00	76,495.00	76,594.14	29,849.06	0.00	(99.14)	100.13
591-536-995.000	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
591-536-995.100	TRANSFER TO DEBT SERVICE 2017	84,825.00	84,825.00	84,825.00	85,338.00	0.00	0.00	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 01/31/2021

% Fiscal Year Completed: 58.90

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

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE 01/31/2021	END BALANCE 06/30/2020	ACTIVITY FOR MONTH 01/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2020-21 AMENDED BUDGET					
Fund 703 - CURRENT TAX FUND								
Fund 703 - CURRENT TAX FUND:								
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund 704 - TRUST & AGENCY								
Dept 000								
704-000-665.000	INTEREST EARNED	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.000	ESCROW	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.035	ESCROW - GIERCZYK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.036	ESCROW-NB ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.037	ESCROW- GIERCZYK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.038	ESCROW-DUNESCAPE @ NB	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.039	ESCROW-LAKESHORE FOODS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.040	ESCROW-LAKE MICH VIEW TOWNHOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.041	ESCROW - A REICHERT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.042	ESCROW - A REICHERT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.043	ESCROW - RUBINKAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.044	ESCROW-BARTER CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.045	ESCROW-REICHERT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-000-671.046	ESCROW-LAKE MICH VIEW	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 000		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 896 - ESCROW								
704-896-730.000	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-896-821.000	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-896-826.000	LEGAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-896-827.000	PLANNING CONSULTANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-896-903.000	PRINTING & PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-896-956.200	REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
704-896-964.100	ESCROW REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net - Dept 896 - ESCROW		0.00	0.00	0.00	0.00	0.00	0.00	
Fund 704 - TRUST & AGENCY:								
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES - ALL FUNDS		7,079,701.00	7,079,701.00	5,947,985.13	7,812,452.36	239,923.96	1,131,715.87	84.01
TOTAL EXPENDITURES - ALL FUNDS		7,808,223.00	8,013,535.00	3,453,954.76	8,191,835.65	457,805.85	4,559,580.24	43.10
NET OF REVENUES & EXPENDITURES		(728,522.00)	(933,834.00)	2,494,030.37	(379,383.29)	(217,881.89)	(3,427,864.37)	267.07



City of New Buffalo
Resolution 21.02

Resolution to Set an Alternate Date for the December Board of Review 2021

WHEREAS, Section 53b of the General Property Tax Act, MCL 211.53b, requires a Board of Review that meets in December to meet on Tuesday following the second Monday in December; and

WHEREAS, assessors who work for multiple townships are not always able to attend the Board of Review meeting for each township when they meet on the same day; and

WHEREAS, Public Act 122 of 2008, allows an alternate December Board of Review meeting date during the week of the second Monday in December; and

WHEREAS, it will benefit the residents of the City of New Buffalo to have the assessor available to assist the Board of Review and taxpayers in processing tax appeals and poverty exemptions;

NOW, THEREFORE, BE IT RESOLVED any day of the week of the second Monday of December will be selected as the meeting date of the 2021 December Board of Review by the City of New Buffalo City Council on February 16, 2021.

The foregoing resolution offered by Councilmember _____, second offered by Council Member _____

Upon roll call vote the following voted:

AYES:

NAYS:

ABSTAIN:

ABSENT:

The City Clerk declared the resolution:

Ann M. Fidler, City Clerk

Date



CERTIFICATE

I, Ann M. Fidler, duly appointed City Clerk of the City of New Buffalo, does hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council of the City of New Buffalo, Michigan, on this 16th day of February, 2021.

Ann M. Fidler, City Clerk



City of New Buffalo
Resolution 21.03

Resolution to Set an Alternate Date for the July Board of Review 2021

WHEREAS, Section 53b of the General Property Tax Act, MCL 211.53b, requires a Board of Review that meets in July to meet on Tuesday following the third Monday in July; and

WHEREAS, assessors who work for multiple townships are not always able to attend the Board of Review meeting for each township when they meet on the same day; and

WHEREAS, Public Act 122 of 2008, allows an alternate July Board of Review meeting date during the week of the third Monday in July; and

WHEREAS, it will benefit the residents of the City of New Buffalo to have the assessor available to assist the Board of Review and taxpayers in processing tax appeals and poverty exemptions;

NOW, THEREFORE, BE IT RESOLVED that any day of the week of the third Monday of July will be selected as the meeting date of the 2021 July Board of Review by the City of New Buffalo City Council on February 16, 2021.

The foregoing resolution offered by Council Member _____, second offered by Council Member _____

Upon roll call vote the following voted:

AYES:

NAYS:

ABSTAIN:

ABSENT:

The City Clerk declared the resolution:

Ann M. Fidler, City Clerk

Date: _____



CERTIFICATE

I, Ann M. Fidler, duly appointed City Clerk of the City of New Buffalo, does hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council of the City of New Buffalo, Michigan, on this 16th day of February, 2021.

Ann M. Fidler, City Clerk

CITY OF NEW BUFFALO RESOLUTION 21.04

Authorization to Allow Local Residents to Protest in Writing to Board of Review

WHEREAS, the New Buffalo City Council, Berrien County, Michigan, desires to ease the burden on taxpayers, the assessor, and the board of review by allowing all taxpayers the opportunity to file a protest before the board of review by letter; and

WHEREAS, the New Buffalo City Council, Berrien County, Michigan, is authorized by THE GENERAL PROPERTY TAX ACT 206 of 1893, MCL 211.30(8) to adopt a resolution authorizing a resident taxpayer to file his or her protest before the board of review by letter without a personal appearance by the taxpayer or his or her agent.

NOW, THEREFORE, BE IT RESOLVED by the New Buffalo City Council, Berrien County that all resident taxpayers, or their agents, are authorized to protest to the board of review by letter. Said letters must be delivered to the physical or electronic address provided in the public notice or publication. For the March meeting of the board of review, letters must be received prior to the deadline on the publication. For the July and December meetings of the board of review, letters must be received by 5:00pm on the day prior to the meeting stated on the public notice; and

BE IT FURTHER RESOLVED, that the City of New Buffalo shall include a statement notifying taxpayers of this option in each assessment notice under section 24c and on each notice or publication of the meeting of the board of review.

The foregoing resolution was offered by Council Member _____ and supported by Council Member _____.

Upon roll call vote, the following voted:

Yeas:

Nays:

Abstain:

Absent and Excused:

The Mayor declared the motion carried, and Resolution 21.04 duly adopted this February 16, 2021.

Ann M. Fidler, City Clerk

I, the undersigned, Clerk of the City of New Buffalo, Berrien County, MI, does hereby certify that the foregoing is a true and complete copy of Resolution 21.04 adopted by the City Council of the City of New Buffalo at a regular meeting held on February 16, 2021 the original of which is on file in the City clerk's office and available to the public.

Ann M. Fidler, City Clerk

City of New Buffalo Resolution
Poverty Exemption Income Guidelines and Asset Level Test
Resolution 21.05

WHEREAS, the adoption of guidelines for poverty exemptions is required of the New Buffalo City Council; and

WHEREAS, the principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

WHEREAS, pursuant to PA 390 of 1994, the City of New Buffalo, Berrien County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner of and occupy as a principal residence the property for which an exemption is requested.
- 2) File a claim with the supervisor/assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year or a signed State Tax Commission Form 4988, Poverty Exemption Affidavit.
- 3) File a claim reporting that the combined assets of all persons do not exceed the current guidelines. Assets include but are not limited to, real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
- 4) Produce a valid driver's license or other form of identification if requested.
- 5) Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
- 6) Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services or alternative guidelines adopted by the governing body providing the alternative guidelines do not provide eligibility requirements less than the federal guidelines.
- 7) The application for an exemption shall be filed after January 1, but one day prior to the last day of the December Board of Review. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

The following are the 2020 federal poverty income guidelines which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the principal residence.

STC Bulletin No. 17 of 2021
Changes for 2021
October 20, 2020

Size of Family Unit	Poverty Guidelines
1	\$12,760
2	\$17,240
3	\$21,720
4	\$26,200
5	\$30,680
6	\$35,160
7	\$39,640
8	\$44,120
For each additional person	\$4,480

An Asset test will also be considered. The guidelines are as follows:

Cash assets to the total household may not exceed an amount of \$2,000.00.

A second property with a value no higher than \$50,000 true cash value.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the supervisor/assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these reasons are communicated in writing to the claimant.

The foregoing resolution offered by City Council Member _____ and supported by City Council Member _____.

Upon roll call vote, the following voted:

“Aye”: _____

“Nay”: _____ The

City Clerk declared the resolution _____.

Ann M. Fidler, Clerk

Date



Manager's Report

2/11/21

Agenda Item E

Mayhew Street Storm Drain Project

Summary:

A storm drain issue had been brought to the City's attention where our Mayhew Street Storm drain was emptying sediment into a privately owned boat slip in the Moorings. We were contacted by the state of Michigan EGLE and advised that this was a violation to empty sediment into a Great Lakes Waterway and we must remedy the situation or face penalties. Abonmarche completed a feasibility study and their reports are attached and they are recommending concept one. This is a project that must be completed and I recommend moving forward with the engineering portion of the project and prepare for bidding of work.

Approximate total cost: \$21,700 Engineering

Budgeted: No

Recommendation: Move forward with project by approving engineering.

Respectfully submitted,

Rich Killips, Interim City Manager

February 8, 2021

Rich Killips, Chief of Police/Acting City Manager City of New Buffalo
224 W. Buffalo Street
New Buffalo, MI 49117
rkillips@cityofnewbuffalo.org

**Re: Harbor Isle Drive Stormwater Outflow, New Buffalo, MI
Proposal for Engineering and Surveying Services**

Dear Mr. Killips:

Per your request to Tony McGhee, Abonmarche is pleased to present this proposal to implementing a solution to sediment loading from the City stormwater outfall located near Harbor Isle Drive.

UNDERSTANDING

We understand sediment is apparently being released from a square stormwater outflow into a private slip at South Cove Slip SC-1 and have completed a feasibility study, dated February 1, 2021. The City has indicated that it wishes to pursue the recommended Concept 1 as depicted below in Figure 1.

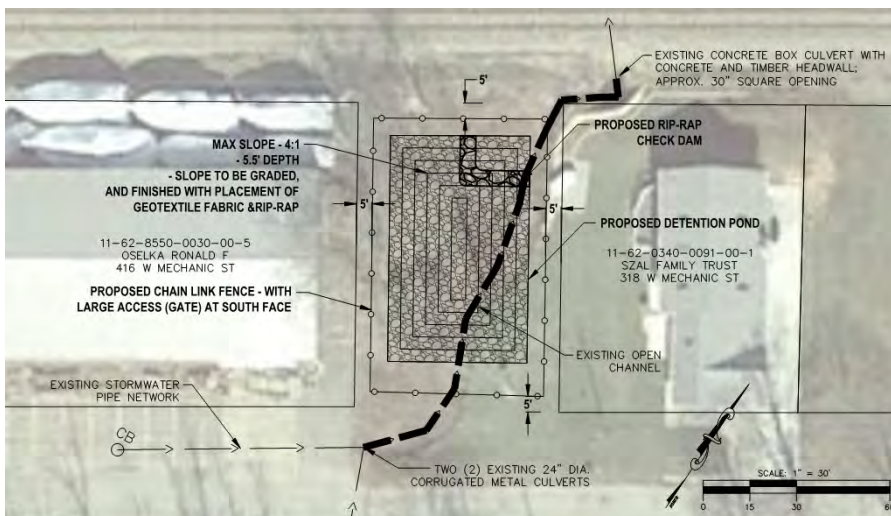


Figure 1: Concept 1, subject to final design

SCOPE OF SERVICES

We propose the following Scope of Services:

Task 1 – Topographic & Boundary Survey

Abonmarche will complete a ROW determination and topographic survey of the Mayhew Street ROW between Mechanic Street and the CSX Railroad property. The topographic survey will include survey of ground elevations, channel limits, culverts, trees greater than 6" DBH, walls, visible utility components, fences, and other site features.

The deliverable for this task will be a PDH survey that depicts ROW limits, contours at one foot intervals, and site features for use in the design process.

Task 2 – EGLE ‘Pre-Application’ Meeting & Coordination

Abonmarche will submit a request to the Michigan Department of Environment, Great Lakes & Energy (EGLE) for a pre-application meeting. Two Abonmarche staff will join regulatory representatives on-site at their earliest convenience to view conditions firsthand, to discuss the proposed strategy and to assess their feasibility relative to EGLE requirements. This step will ensure that the proposed solution will satisfy EGLE's request that the City address the sedimentation issue. The deliverable for this task will be a summary of the visit, discussions, and an outline of the recommended coastal protection strategy. Abonmarche also anticipates coordination with EGLE to confirm permit needs on a limited basis.

Task 3 – Final Design and Bid Package

Abonmarche will complete final design of the Concept 1 plan, including the following critical components:

- Plan and section view drawings
- Grading plan
- Fence layout with gate access
- Inlet and outlet rip rap placement
- Stone filter layers

Final design will include plan and cross section drawings, fence alignment and section design, refined volume/quantity estimates, construction cost estimates, and specifications. We will assemble technical specifications, and contract documents, suitable for inclusion into a



construction contract. The draft contract, drawings, and specifications will be utilized In Task 5 for the solicitation of bids from contractors.

A draft plan set will be submitted to the City for review prior to finalizing the documents for bid and/or contract.

Task 4 – Soil Erosion and Sediment Control (SESC) Permitting (Berrien County)

Abonmarche will prepare and submit a SESC permit application package to Berrien County. The proposed plan is not intended for stormwater retention or detention, so it is anticipated that only an SESC permit will be required, subject to confirmation with Berrien County. The application package is anticipated to include project plans, cover letter, and permit application. Abonmarche will prepare and submit the package and process additional requests from Berrien County, if necessary. This proposal anticipates a straightforward permit process.

Task 5 – Bid and Contracting Assistance

Abonmarche will distribute the bid documents to potential bidders and answer questions from bidders, as required, during the bid process. Any advertisement fees will be paid directly by the City of New Buffalo. Once bids are received, Abonmarche will receive bids, review for completeness, qualifications, insurance, and other requirements and prepare an award recommendation for your review. Abonmarche will also prepare the final owner-contractor agreement.

Task 6 – Construction Administration (Part Time) & Staking

Abonmarche will work with the contractor to ensure the project is constructed as intended. Weekly or semi-weekly site visits are anticipated to provide sufficient inspection presence. Construction is estimated to require 4-5 weeks and we estimate the following site visit schedule:

- Week 1: 1 site visit
 - Two Abonmarche representatives during preconstruction meeting
- Weeks 2-5: 1 site visit per week
 - One Abonmarche representative regular site visit

The above schedule includes up to five (5) site visits and if the construction duration is shorter, site visits may be completed more frequently or reduced. If the construction duration is longer, we will work with the City to determine if additional visits are needed or if site visits can be spaced further apart to preserve budget. We have also estimated office support time of two hours per week.



Abonmarche will review contractor RFIs, pay requests, and submittals, as required. We will coordinate any changes in construction scope and review contract modification requests before making recommendations to the City, if warranted.

Abonmarche will complete construction staking per contractor requests. We have estimated one round of staking will be required, however, if our efforts exceed the budget, or if multiple rounds of staking/re-staking are required, we will complete these efforts on a time and materials basis.

EXCLUSIONS

Our proposal does not include any fees for obtaining record information or permit application fees or advertising fees. The following services are specifically excluded from this proposal. If a need is identified, Abonmarche is available to provide a proposal at your request.

- Soil borings – geotechnical or environmental
- Wetland delineation or other special environmental studies
- State of Michigan stormwater review (assumed County jurisdiction)
- Hydraulic Modeling
- Slip dredging design, permitting, construction administration
- Railroad ROW fees/permits
- Materials Testing
- Storm System Branch Evaluation

SCHEDULE

We are available to begin the survey within three (3) weeks of authorization, depending upon weather conditions. If the site is concealed with snow or ice, the survey will need to be delayed to ensure critical features are visible. Abonmarche anticipates advertising for bids within ten (10) weeks of authorization to proceed, pending regulatory approvals and survey schedule.



FEES

Our fees to complete the above scope of services, excluding direct costs, are proposed for the following lump sum fees:

Task 1 – Topographic & Boundary Survey	\$ 2,500
Task 2 – Pre-Application Meeting & EGLE Coord.	\$ 1,400
Task 3 – Final Design & Bid Package	\$ 7,500
Task 4 – SESC Permitting	\$ 2,300
Task 5 – Bid & Contracting Assistance	\$ 2,600
<u>Task 6 – Construction Admin. (Part Time) and Staking ⁽¹⁾</u>	<u>\$ 5,400</u>
Total Fee:	\$ 21,700

(1) Task 6, construction administration is intended as a budget, assuming a five (5) week construction period, weekly progress meetings only, and a single round of construction staking. If additional efforts are needed, we will notify the City before exceeding the budget herein.

Your authorization of our standard professional services agreement (attached) will authorize us to commence with the work. If you have any questions or need further clarification, please feel free to contact me at our office.

Sincerely,
ABONMARCHE CONSULTANTS, INC.



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



Tony McGhee
Vice President of Development Services

cc: Timothy R. Drews, PE, PTOE
Christopher J. Cook, PE

Attachments: Professional Services Agreement



Abonmarche Project Number: _____

AGREEMENT between (Client name), _____ (Date) _____

(Client address) _____ (Phone) _____

(Cell) _____ (Fax) _____ (Email) _____ hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: _____

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

(Project Name) _____ (Location) _____

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

(Scope of work) _____

(Project schedule) _____

(Special Provisions) _____

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

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

(Fee/Type) _____

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

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

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

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

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

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: _____
Signature: _____	Printed Name: _____	Printed Name: _____
Printed Name: _____	Date of Birth: _____	Title: _____
Date Signed: _____	Driver's License #: _____	Originating Office: Abonmarche Consultants, Inc.
Federal Tax ID: _____	Employed by: _____	_____
	Address: _____	_____
	City/State _____	Date Signed: _____
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$_____ (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by

Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.

9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

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

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

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

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

[End of Agreement](#)

February 1, 2021

Attn: Chief Richard Killips
City of New Buffalo
224 W. Buffalo Street
New Buffalo, MI 49117
manager@cityofnewbuffalo.org

**RE: Harbor Isle Stormwater Outflow, New Buffalo, MI
Sediment Control Feasibility Study**

Mr. Killips:

Abonmarche has completed a limited initial site evaluation of the conditions influencing stormwater outflow and the resulting deposition of sediment at the outfall located near Harbor Isle Drive. This letter is intended to summarize our initial findings and recommendations regarding sedimentation control for the New Buffalo stormwater drain network/system.

UNDERSTANDING

We understand sediment is apparently being released from a square stormwater outflow into a private slip at South Cove SC-1 (The Moorings Condominiums). Abonmarche has evaluated the potential causes for sediment loading present in the mooring slip, and identified next steps to aid the City craft an effective solution to the issue.

OBSERVATIONS

In order to determine the sources of stormwater runoff influencing conditions in the private slip, an evaluation was performed upstream from the outflow area to the open channel portion of the storm system located south of West Mechanic Street.

Based on our review of existing records of the stormwater system (please see the attached drawing) and a site visit on January 13th, 2020, the following summarizes initial observations:

1. Significant sediment loading was observed within the private slip (South Cove SC-1; The Moorings Condominiums), with unimpeded outflows from stormwater drain network which outflows to the slip.

2. Soil erosion and sedimentation was noted along the open drainage channel in the vicinity of West Mechanic Street, with undercutting of the stream bed and streambank erosion noted along the full length of the channel that leads to the railroad culvert & closed stormwater drain network downstream. Based upon visual observation, the sediment loads present in the private slip are similar in appearance to the soils present in the open drainage channel.
3. Stormwater drainage structures located along West Mechanic Street, and throughout the stormwater conveyance network, have been identified as contributors to the stormwater drainage network outflowing into the private slip at the Moorings.
4. Existing drainage structures, including catch basins and culverts, appear to be in need of maintenance with significant deposits of sediment present.

EVALUATION

While only the downstream segment of the storm network was observed, City records indicate that the tributary system to the subject outflow extends nearly a mile inland to the vicinity of Madison Street (see Image 2 as attached). The network collects stormwater runoff and conveys it to the subject outfall through a combination of closed pipes and open flow channels.

The primary issue contributing to sediment loading at the private slip is unimpeded stormwater flows directly from the City's stormwater conveyance network. Existing catch basin structures within the system are typically designed with sumps to aid with sedimentation control by removing suspended solids (soils and pollutants) from stormwater runoff, but only when maintained frequently or at regular intervals. When sumps are full of sediment, new suspended solids simply flow downstream to the outlet instead of being collected within structures.

In addition, based on observations within the area of study, ongoing streambank erosion and sedimentation of soils along the open stream feed suspended solids into the closed stormwater drain network. With an irregularly maintained closed drain network, and unrestricted flows of sediment, the deposition of sediment within the slips will continue over time.

A secondary issue to note is the potential influence from human/construction based activities occurring upstream. Drainage structures upstream of the area of study may be subject to untreated site runoff from undeveloped sites and, if not maintained at regularized intervals, could contribute to additional sediment loads flowing downstream and terminating into the private slip.



POTENTIAL STRATEGIES

Based on the above considerations and evaluation, the following strategies may be considered.

1. Maintenance of Existing Structures

Based on initial observations, an effective operations and maintenance plan featuring regular repair and cleaning of existing drainage structures will minimize the quantity of sediment loading present within the private slip. To further mitigate against the impact of upstream sources, additional drainage structures upstream of the area of study should be identified and included in the maintenance schedule.

2. Construction of Settling basin

A settling basin if sufficient 'daylighted' area is available along the stormwater trunk line. Such as system would allow sediment to settle out prior to stormwater discharge from the outflow. This type of system also requires long-term maintenance.

In areas where the stormwater network flows through open channels within City property, settling basins could be constructed to collect sediment. Concept 1 explores how this approach could be implemented in a location near Mechanic Street. The settling basins would appear as a small pond, through which the stormwater will flow. As high velocity stormwater reaches the deeper, wider basin, velocity will decrease, allowing suspended solids to settle to the bottom. A check dam near the basin outflow would help to ensure that sediment remains within the basin until mechanical removal is completed. This type of system will require long-term maintenance in the form of removal of sediment by a backhoe or excavator. Typically, specialized vacuum trucks that are used to clean manholes and catch basins would not be needed to maintain an open settling basin.

While this study considers a settling basin at only one downstream location, additional basins could be implemented upstream to add capacity and reduce maintenance cycles. This can be done by acquiring additional properties upstream where drainage remains an open channel or is 'daylighted'.

3. Installation of Hydrodynamic Separator Units

Hydrodynamic Separator Units (HDS) remove a percentage of the volume of sediment traveling through a stormwater pipe, but will require excavation of a large hole, restoration, and long-term maintenance. However, the units typically require frequent maintenance with vacuum trucks to remove sediment. The capacity to hold sediment may require that these units are installed as a series, depending upon the anticipated



loading. Concept 2 explores how this type of a solution might be implemented. Figure 1 below is an example of a circular outlet control structure.

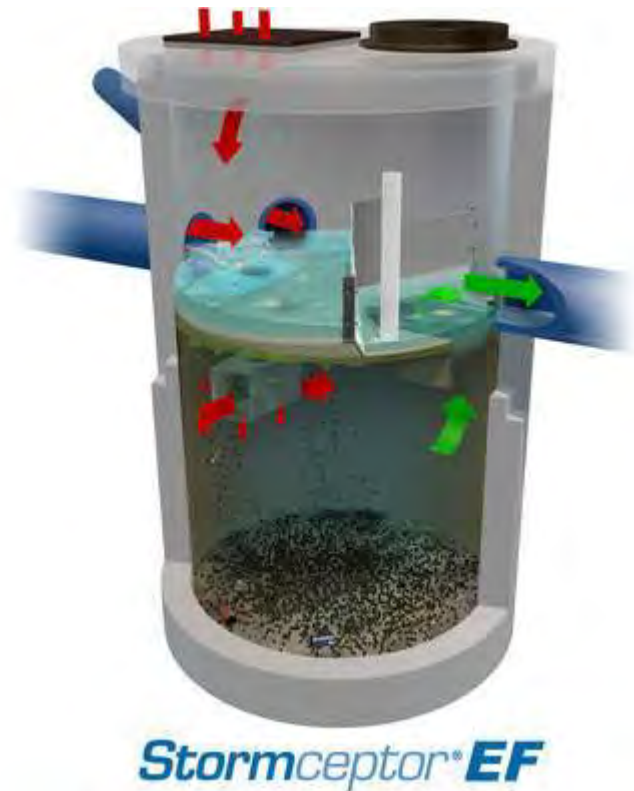


Figure 1. Outlet Control Structure – Courtesy of the Imbrium Systems

4. Replacement of Existing Structures

Replacing some existing structures would enhance the capacity of existing catch basin structures within the City's Right of Way (ROW), as identified within the ACI area of study. The replaced structures would feature larger sump basins, and provide a larger capacity for storage of settled stormwater solids (previously suspended soils and pollutants) after storm events. This would also serve to minimize clearing between scheduled maintenance activities.



CONCEPTS

The following concepts are intended to illustrate how two approaches may be applied to resolve the issue.

1. Concept 1 – Settling Basin

Concept 1 includes the construction of a detention basin, or dry pond; intended to allow for continuous flow of stormwater runoff without the presence of a permanent standing body of water/ storm discharge. The basin, as detailed in the preliminary concept, will feature a check dam which is intended to help control the rate of discharge, as well as remove additional suspended sediments in the runoff before continuing on to the closed stormwater network section of the drainage course.

This concept also features a chain link fence, per the safety requirements of the Berrien County Drain Commission, and accommodates for any site clearing and restoration activities needed to return the site to its previous condition.

2. Concept 2 – Hydrodynamic Separator Unit

Concept 2 includes the installation of two hydrodynamic separator units installed within Oselka Drive. Pavement removal and replacement, as well as excavation is anticipated for the installation of the separator units, with the units themselves to be combined with the existing closed stormwater drain network.

NEXT STEPS

We hope that this document will serve as a useful resource and aid in your decision making process. We look forward to reviewing the potential strategies with you, and identifying ideal next steps where needed.

In order to identify other potential issues and solution opportunities within the subject storm conveyance network, the City should consider completing an expand evaluation of the network. The evaluation may uncover alternative locations for implementing sediment control measures, and may allow the City to identify other issues.

In order to implement the concepts described herein, the following steps are recommended:

- I. Topographic and ROW delineation Survey
- II. Design Development & agency/property owner coordination
- III. Permitting
- IV. Bid/Award/Construction



If you have any questions or need further clarification, please feel free to contact us at our office.

Sincerely,
ABONMARCHE CONSULTANTS, INC.



Ogden Wright, EIT
Civil Staff Engineer



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

Cc: Timothy R. Drews, PE, PTOE
Tony McGhee, Abonmarche

Attachments: Site Photos from Initial Site Visit, January 13th, 2021
Drawings – Existing Site Conditions, Concept Plans
Concept Cost Estimates
Map of City of New Buffalo Stormwater System





Image 1. Sediment loading present in vicinity of City stormwater system outfall



Image 2. City stormwater system outfall terminates at private mooring slip





Image 3. Ongoing erosion and sedimentation of upstream soils contributing to sediment loading



Image 4. Additional evidence of streambed and riverbank erosion present within City ROW





Image 5. Eroded soils and pollutants flow unimpeded into closed stormwater system



Image 6. Existing yard drains discharge directly into existing City stormwater system

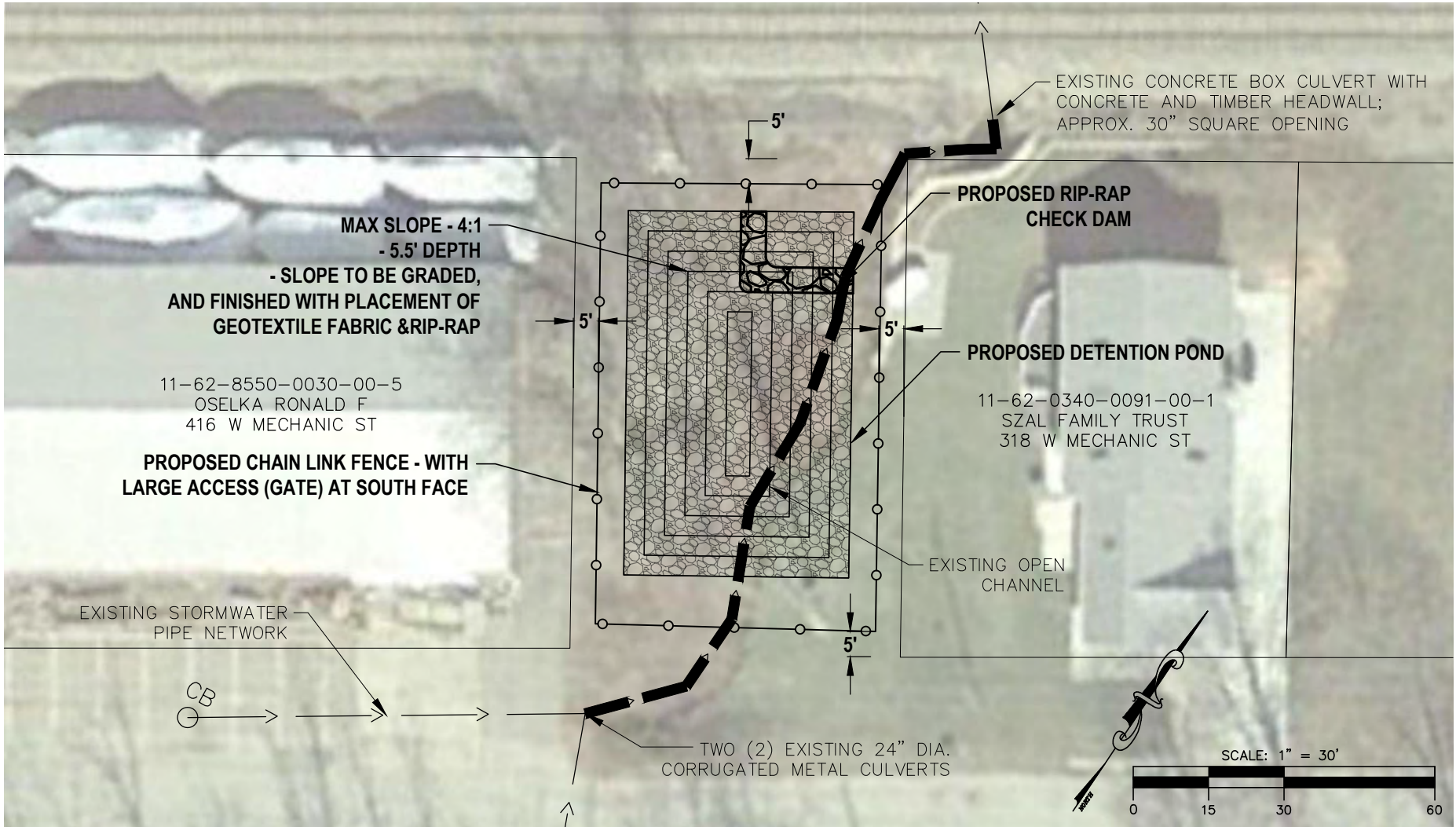




Image 7. Additional drainage structures located along W. Mechanic Street contributing to stormwater runoff and likely sediment loading.



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- NOTES:**
1. THE DRAWING IS CONCEPTUAL AND INTENDED TO ILLUSTRATE THE GENERAL APPROACH. FINAL PLAN IS SUBJECT TO THE DESIGN PROCESS
 2. AERIAL IMAGE: GOOGLE EARTH, DATED 03/25/2019
 3. PARCEL LINES ARE APPROXIMATE AND BASED UPON BERRIEN COUNTY GIS

ABONMARCHE

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CITY OF NEW BUFFALO
STORM OUTFALL STUDY
PROPOSED STORMWATER CONCEPT 1

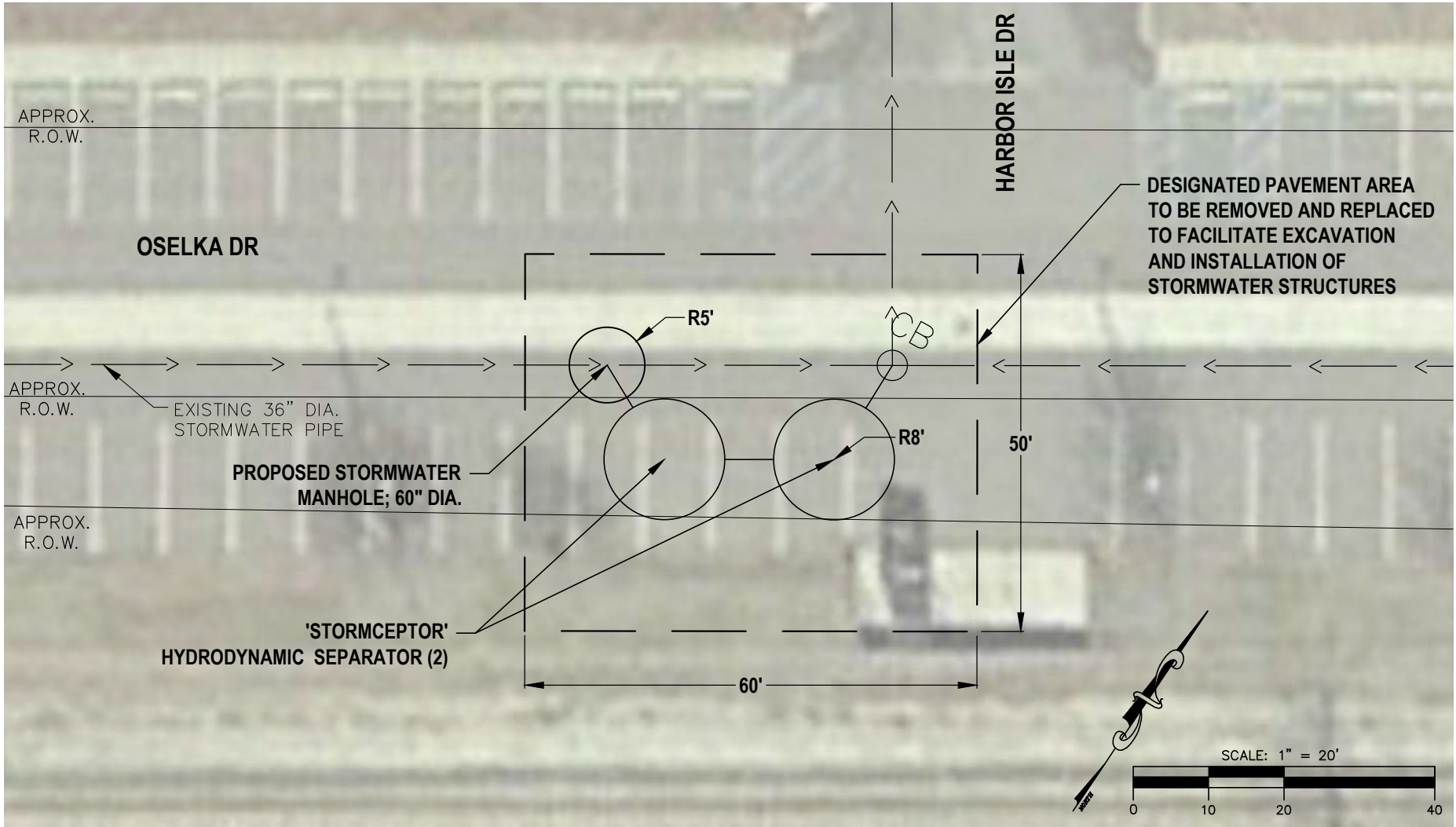
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SCALE: **1" = 30'**

JOB #: **21-0069**

SHEET **1** OF **1**

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- NOTES:**
1. THE DRAWING IS CONCEPTUAL AND INTENDED TO ILLUSTRATE THE GENERAL APPROACH. FINAL PLAN IS SUBJECT TO THE DESIGN PROCESS
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STORM OUTFALL STUDY
PROPOSED STORMWATER CONCEPT 2

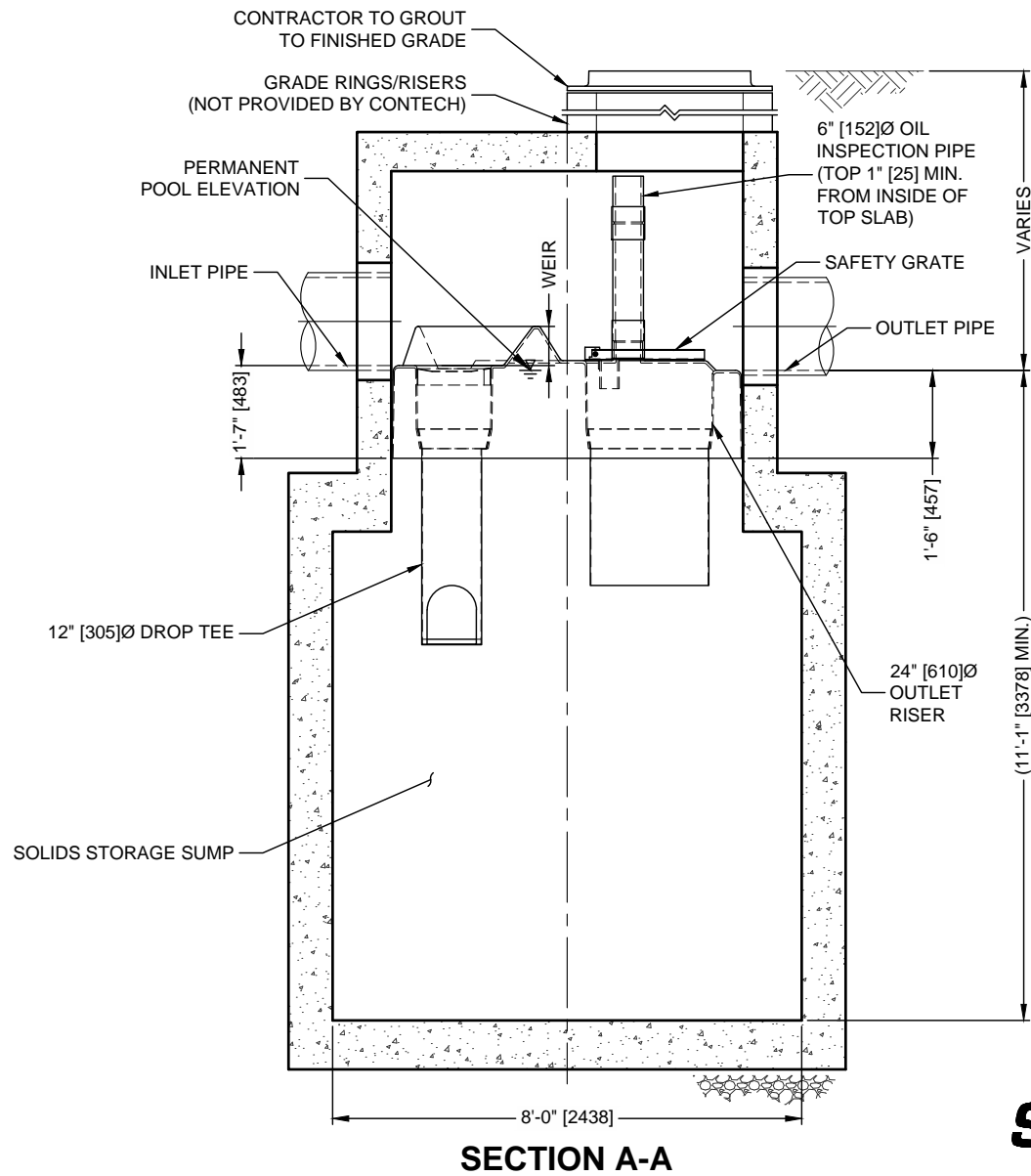
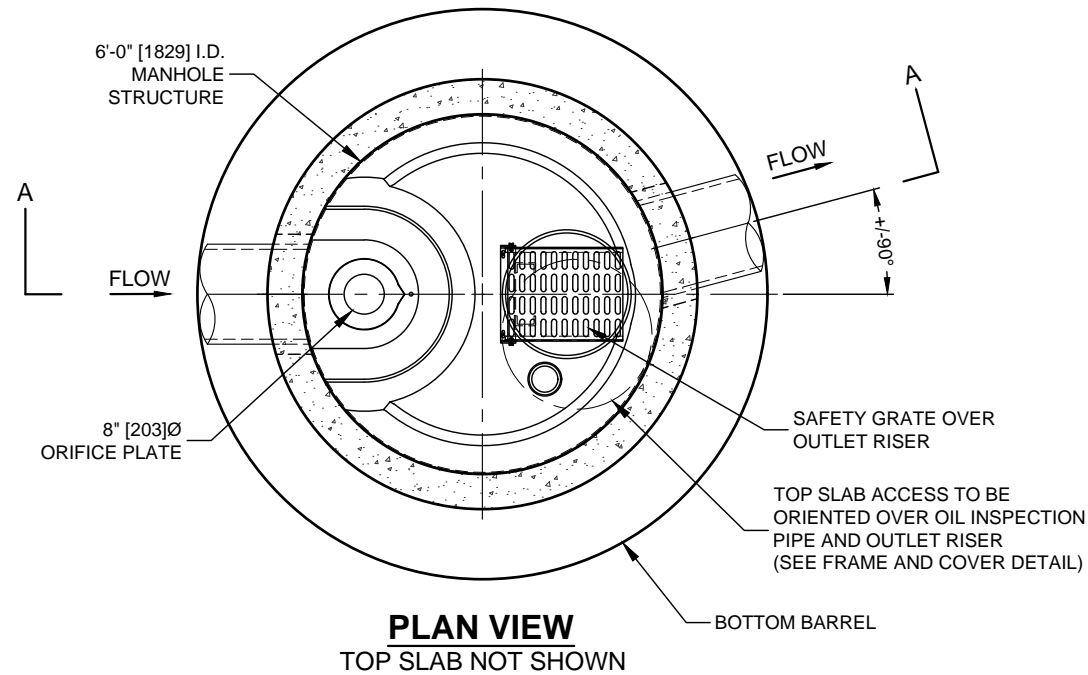
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SCALE: **1" = 20'**

JOB #: **21-0069**

SHEET **1** OF **1**

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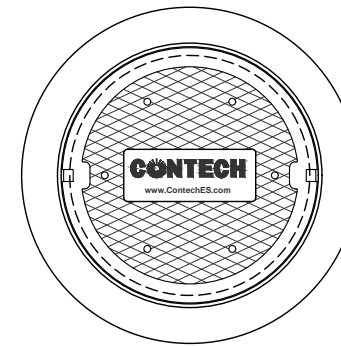


SECTION A-A

Stormceptor
FOR PATENT INFORMATION, GO TO www.ContechES.com/IP

STORMCEPTOR DESIGN NOTES

THE STANDARD STC3600 CONFIGURATION IS SHOWN.



FRAME AND COVER
(MAY VARY)
NOT TO SCALE

SITE SPECIFIC DATA REQUIREMENTS

STRUCTURE ID			
WATER QUALITY FLOW RATE (cfs [L/s])			
PEAK FLOW RATE (cfs [L/s])			
RETURN PERIOD OF PEAK FLOW (yrs)			
RIM ELEVATION			
PIPE DATA:	INVERT	MATERIAL	DIAMETER
INLET PIPE 1			
INLET PIPE 2			
OUTLET PIPE			
NOTES / SPECIAL REQUIREMENTS:			

GENERAL NOTES

1. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
2. FOR SITE SPECIFIC DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHT, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.ContechES.com
3. STORMCEPTOR WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
4. STORMCEPTOR STRUCTURE SHALL MEET AASHTO HS20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 2' [610], AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M306 AND BE CAST WITH THE CONTECH LOGO.
5. STORMCEPTOR STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C478 AND AASHTO LOAD FACTOR DESIGN METHOD.
6. ALTERNATE UNITS ARE SHOWN IN MILLIMETERS [mm].

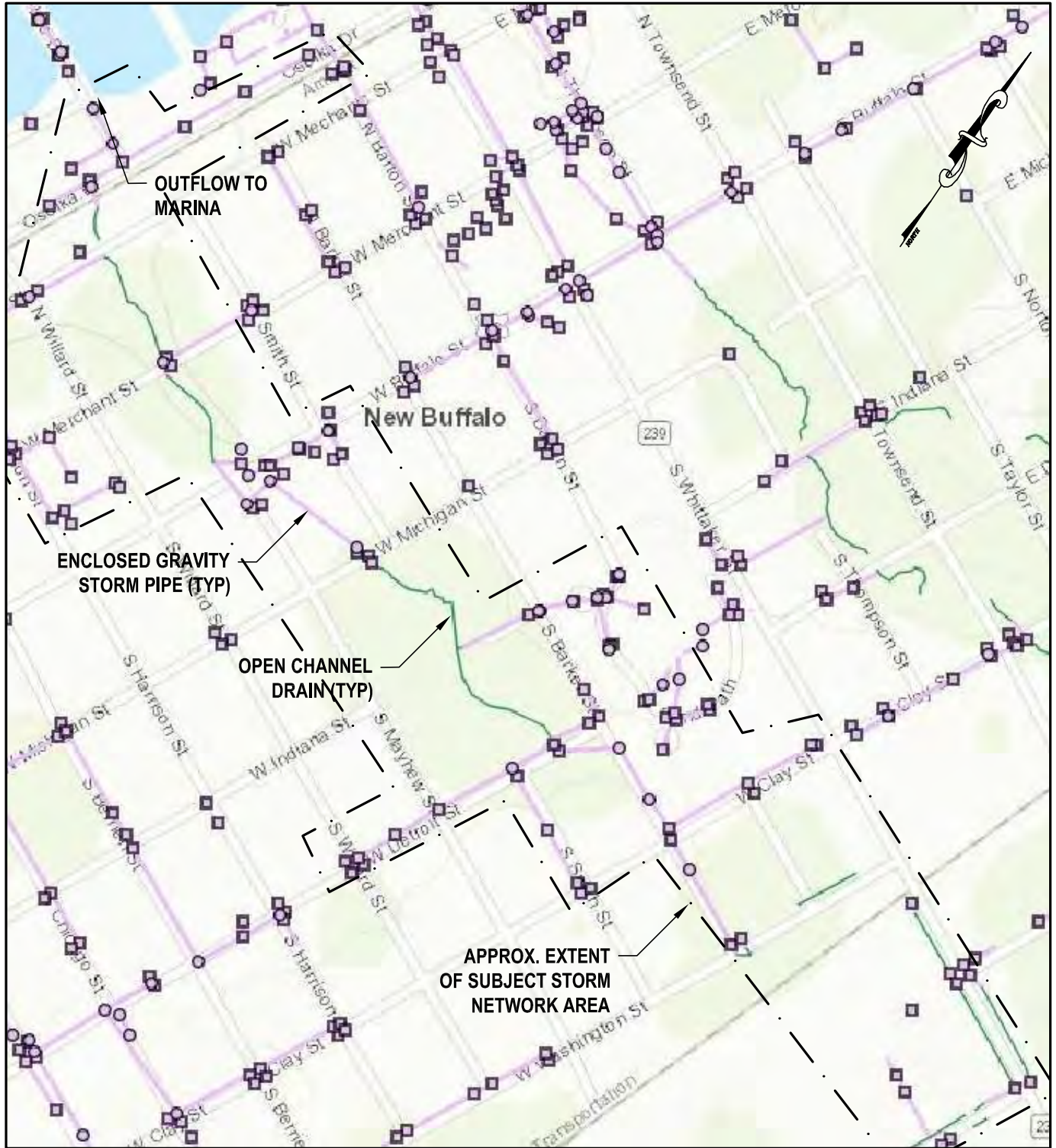
INSTALLATION NOTES

- A. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
- B. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE STORMCEPTOR MANHOLE STRUCTURE.
- C. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
- D. CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET AND OUTLET PIPE(S). MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
- E. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

CONTECH
ENGINEERED SOLUTIONS LLC

www.contechES.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX

STC3600
STORMCEPTOR
STANDARD DETAIL



NOTE:
 1. THIS DRAWING IS BASED UPON GIS RECORDS AND INTENDED FOR GENERAL REFERENCE ONLY

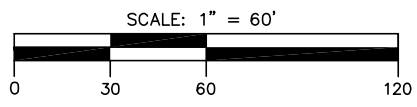


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PREPARED FOR:
**CITY OF NEW BUFFALO
 STORM OUTFALL STUDY
 GIS STORMWATER NETWORK**
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SCALE: 1" = 30'
 JOB #: 21-0069
 SHEET 1 OF 1



Opinion of Probable Construction Cost

Project Name: CONB Stormwater Management Plan
Description: Preliminary Concept 1
Project Stage: Concept
Project Number: 21-0069
Date: 2/1/2021
Prepared By: OW

Miscellaneous					
Line	Item	Quantity	Unit	Unit Cost (\$)	Item Cost
1	Mobilization (5%)	1.00	LSUM	\$ 5,130.00	\$ 5,130.00
2	General Conditions	1.00	LSUM	\$ 5,000.00	\$ 10,000.00
3	Site Reconstruction	1.00	LSUM	\$ 10,000.00	\$ 10,000.00
4	SESC Measures & Stream By-Pass	1.00	LSUM	\$ 10,000.00	\$ 10,000.00
5	Culvert Repair & Maintenance	1.00	LSUM	\$ 5,000.00	\$ 5,000.00
6	Railroad Permit & Site Operator	1.00	LSUM	\$ 2,500.00	\$ 2,500.00
Subtotal: Miscellaneous					\$ 40,130.00

Proposed Improvements					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
7	Excavation, Earth	636.00	CYD	\$ 13.00	\$ 8,268.00
8	MDOT Rip-Rap, Plain	268.00	CYD	\$ 100.00	\$ 26,800.00
9	Geotextile fabric, 12 oz.	610.00	SYD	\$ 13.00	\$ 7,930.00
10	Plantngs Allowance ¹	1.00	LSUM	\$ 5,000.00	\$ 5,000.00
11	Fence, Chain Link, 60 inch, Galvanized	240.00	FT	\$ 40.00	\$ 9,600.00
Subtotal: Proposed Improvements					\$ 49,330.00

Removals					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
12	Tree Removal & Cleaning	1.00	LSUM	\$ 7,500.00	\$ 7,500.00
Subtotal: Removals					\$ 7,500.00

Summary		
Construction Subtotal:		\$ 96,960.00
State Regulatory Permits & Coordination:	BUDGET	\$ 5,000.00
Construction Contingency & Professional Services:	30%	\$ 29,088.00
Construction Total: CONB Stormwater Management Plan - Preliminary Concept 1 (Concept Estimate)		\$ 131,048.00

Notes

¹ Line item to include tree re-plantings, and planting of wetland tolerant plants

Opinion of Probable Construction Cost

Project Name: CONB Stormwater Management Plan
Description: Preliminary Concept 2
Project Stage: Concept
Project Number: 21-0069
Date: 1/27/2021
Prepared By: OW

Miscellaneous					
Line	Item	Quantity	Unit	Unit Cost (\$)	Item Cost
1	Mobilization (5%)	1.00	LSUM	\$ 7,981.00	\$ 7,981.00
2	General Conditions	1.00	LSUM	\$ 5,000.00	\$ 10,000.00
3	Site Reconstruction	1.00	LSUM	\$ 10,000.00	\$ 10,000.00
4	SESC Measures	1.00	LSUM	\$ 10,000.00	\$ 10,000.00
5	Railroad Permit & Site Operator	1.00	LSUM	\$ 2,500.00	\$ 2,500.00
Subtotal: Miscellaneous					\$ 37,981.00

Proposed Improvements					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
6	Excavation, Earth	1334.00	CYD	\$ 13.00	\$ 17,342.00
7	HMA, 13A (2")	29.00	TON	\$ 75.00	\$ 2,175.00
8	HMA, 36A (1.5")	29.00	TON	\$ 80.00	\$ 2,320.00
9	Conc Pavt, Misc, Nonreinf, 8 inch	67.00	SYD	\$ 70.00	\$ 4,690.00
10	Dr Structure Cover, Type EJIW 1040 M1	1.00	EA	\$ 650.00	\$ 650.00
11	Sanitary Manhole, Add Depth of 48 inch dia, 8 foot to 15 foot	5.00	FT	\$ 150.00	\$ 750.00
12	Subbase, CIP	114.00	CYD	\$ 12.00	\$ 1,368.00
13	Aggregate Base, 8 inch	340.00	SYD	\$ 8.00	\$ 2,720.00
14	Hydronamic Separator Units ¹	2.00	EA	\$ 40,000.00	\$ 80,000.00
15	Dr Structure, Tap, 24 inch	2.00	EA	\$ 1,500.00	\$ 3,000.00
16	Sewer, CI A, 36 inch, Tr Det A	10.00	FT	\$ 200.00	\$ 2,000.00
Subtotal: Proposed Improvements					\$ 85,000.00

Removals					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
17	Pavt, Rem	340.00	SYD	\$ 15.00	\$ 5,100.00
18	Utility Pole, Relocate	1.00	EA	\$ 5,000.00	\$ 5,000.00
Subtotal: Removals					\$ 10,100.00

Summary					
Construction Subtotal:					\$ 133,081.00
State Regulatory Permits & Coordination:				BUDGET	\$ 5,000.00
Construction Contingency & Professional Services:				30%	\$ 39,924.30
Construction Total: CONB Stormwater Management Plan - Preliminary Concept 2 (Concept Estimate)					\$ 178,005.30

Notes	
1 Unit price to include cost for shipping to site and backfill of structures	



Manager's Report

2/11/21

Agenda Item F

USDA Grant Application

Summary:

We are continuing to search to find funding opportunities to financially assist us on infrastructure projects. This particular USDA grant, if funded will cover the majority of the engineering costs for our marina expansion and shoreline protection project which is a piece of the waterfront development plan. The first and most important step of our waterfront redevelopment is the sea wall to protect Whittaker Street and the parking area of the city beach. To help with our funding opportunities, the idea of expanding the municipal marina to include broadside docking on the Whittaker Street side of the river surfaced. This grant program is about business development and job creation which the marina expansion directly relates to.

This is an expansive project, so there will be a handful of different grants that we need to apply for to make these projects a reality. This is the second in that funding package. In this application, we will be applying for \$40,000 in funding through the U.S. Department of Agriculture from the Rural Business Development Grant Program to seek preliminary engineering design monies for the Marina Expansion & Shoreline Protection Project. The City would be responsible for a 17% match (\$7,900) if we were successfully awarded this grant and the project comes to fruition.

Approximate total cost: \$7,900 if awarded and project is undertaken.

Budgeted: Can be accounted for in the 2021-2022 budget

Recommendation: Apply for the USDA RBDG program.

Respectfully submitted,

Rich Killips, Interim City Manager



**CITY OF NEW BUFFALO
RESOLUTION NO. ###**

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, ATTEST TO THE EXISTENCE OF FUNDS AND COMMIT TO IMPLEMENTING PRELIMINARY ENGINEERING DESIGN FOR THE CITY OF NEW BUFFALO MARINA EXPANSION & SHORELINE PROTECTION PROJECT FUNDED BY THE RURAL BUSINESS DEVELOPMENT GRANT (RBDG) PROGRAM.

Minutes of a regular meeting of the City of New Buffalo in Berrien County, Michigan, held at the New Buffalo City Hall, 224 W. Buffalo Street, New Buffalo, MI 49117 on February 16, 2021 at 6:30 PM.

PRESENT: COMMISSIONERS:

ABSENT: COMMISSIONERS:

The following preamble and resolution were offered by Council Member _____ and supported by Council Member _____.

WHEREAS, the City of New Buffalo is applying for \$40,000 in funding through the U.S. Department of Agriculture from the Rural Business Development Grant Program to seek preliminary engineering design monies for the Marina Expansion & Shoreline Protection Project.

WHEREAS, the U.S. Department of Agriculture requires a formal commitment from the public agency authorizing the application submittal and project.

NOW, THEREFORE, BE IT RESOLVED THAT, the City of New Buffalo has authorized Rich Killips, Interim City Manager/Chief of Police, to act as agent on behalf of the City of New Buffalo to request Rural Business Development Grant funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

BE IT FURTHER RESOLVED THAT, the City of Buffalo attests to the existence of, and commits to, providing \$7,900 (17%) in matching funds toward the total project design cost of \$47,900.

PRESENT: COMMISSIONERS:

NAYS: COMMISSIONERS:

ABSENT: COMMISSIONERS:

RESOLUTION DECLARED ADOPTED.

Ann M. Fidler, City Clerk

CERTIFICATION

The forgoing resolution was certified at a regular meeting of the City of New Buffalo, held at the New Buffalo City Hall, 224 W. Buffalo Street, New Buffalo, MI 49117 on February 16, 2021.

Ann M. Fidler, City Clerk



Manager's Report

2/11/21

Agenda Item G

Enterprise Managed Fleet Services Agreement

Summary:

In January we heard a presentation from Enterprise fleet services regarding managed fleet services. The reason we have brought this forward is to serve as a financing option to the City when purchasing fleet vehicles. Over the past few years, the City has worked hard to fix some financial issues that had befallen upon us and this has put us in a place where we need to replace a handful of vehicles that should have been replaced before now. As you had seen in the presentation, we have six vehicles that need to be replaced in the calendar year 2021. It is not feasible for us to replace this many vehicles at once unless we creatively finance. As the presentation showed, there can be some economic savings with cycling out vehicles before they get too old, this combined with the fact that we no longer have a full time city mechanic make this type of arrangement with Enterprise a benefit for the City. One major concern was that we would be tied into a long term commitment if we were to enter **all** of our fleet vehicles into this replacement program. We do NOT need to do this. My recommendation is to do this one time lease purchase for the six vehicles to get us back up to par, then only lease police vehicles through this program.....unless we need or wish to do others.

The City Treasurer has reviewed this and we agree that is isn't necessarily a cost saver, but it would make the process of fleet management and procurement a bit easier. The costs associated with this are in the attached document. I feel like we would only pay for their maintenance on the 1 ton, because we will be keeping/paying on that the longest. If we do not move forward with this program, we will have to quickly outright purchase a vehicle for our code enforcement person to use during the course of her duties. The implementation of this program accomplished this and affectively deals with other elderly vehicles in one cycle.

Approximate total cost: \$54,047.72

Budgeted: Not in 2020-2021 budget but will be included in 2021-2022.

Recommendation: Apply for the USDA RBDG program.

Respectfully submitted,

Rich Killips, Interim City Manager



City of New Buffalo Menu Pricing

Vehicle Type	Year	Make	Model	Trim Level
1/2 Ton Pickup Reg 4x4	2021	Ford	F-150	XL 4x4 Regular Cab 8FT Box V6
1 Ton Cab Chassis	2021	Ford	F-350 Chassis	XL 4x4 SD Regular Cab 145in. WB
1/2 Ton Pickup Ext 4x4	2021	Ford	F-150	XL 4x4 SuperCab 6.5FT Box V6
3/4 Ton Pickup Reg 4x4	2021	Ford	F-250	XL 4x4 Regular Cab 8FT Box
SUV FWD	2021	Ford	Escape	S FWD
Full-size SUV	2021	Dodge	Durango	Pursuit AWD

Lease rates are based upon factory order pricing and miles per year

Equity Lease Menu Pricing								
Quantity	Term	Estimated Annual Mileage	Monthly Cost (Lease Payment)	Full Maintenance	Annual Cost Including Maintenance	Annual Cost Including Maintenance by Quantity	One time Aftermarket Cost (By Quantity)	
1	12	6000	\$469.82	\$25.83	\$5,947.80	\$5,947.80		
1	60	6000	\$747.26	\$34.21	\$9,377.64	\$9,377.64	\$11,000.00	
1	12	5000	\$488.12	\$20.75	\$6,106.44	\$6,106.44		
1	24	6000	\$556.98	\$24.64	\$6,979.44	\$6,979.44	\$3,000.00	
1	36	10000	\$397.57	\$31.33	\$5,146.80	\$5,146.80		
1	60	13000	\$540.80	N/A	\$6,489.60	\$6,489.60		

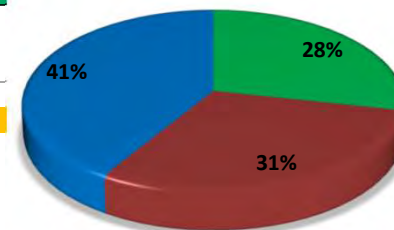
Total Annual Cost Including Maintenance	\$40,047.72
Total Annual One Time Aftermarket Cost	\$14,000.00

City of New Buffalo (Michigan) - Fleet Planning Analysis

Current Fleet	17	Fleet Growth	0.00%	Proposed Fleet	17
Current Cycle	17.00	Annual Miles	7,200	Proposed Cycle	2.94
Current Maint.	\$145.00			Proposed Maint.	\$48.44
Maint. Cents Per Mile	\$0.24	Current MPG	10	Price/Gallon	\$2.25

Fleet Costs Analysis

Fiscal Year	Fleet Mix			Fleet Cost								Annual
	Fleet Size	Annual Needs	Owned	Leased	Upfront Cash Outlay	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	
Average	17	1.0	17	0	39,975	0			29,580	27,540	97,095	0
'21	17	6	11	6	14,000	38,926	-22,500	-13,076	22,628	25,596	65,574	31,521
'22	17	5	8	9	7,000	65,871	-12,000	-29,390	19,152	24,624	75,256	21,839
'23	17	7	5	12	7,000	100,634	-50,000	-29,390	15,676	23,652	67,571	29,524
'24	17	7	2	15	14,000	121,396	-47,000	-48,808	12,199	22,680	74,467	22,628
'25	17	8	0	17	0	121,396	-17,000	-80,100	9,882	22,032	56,210	40,885
'26	17	10	0	17	0	121,396		-72,077	9,882	22,032	81,233	15,862
'27	17	9	0	17	0	121,396		-62,368	9,882	22,032	90,942	6,153
'28	17	8	0	17	0	121,396		-82,265	9,882	22,032	71,045	26,050
'29	17	10	0	17	0	121,396		-52,180	9,882	22,032	101,130	-4,035
'30	17	7	0	17	0	121,396		-89,809	9,882	22,032	63,501	33,594



■ Fuel ■ Maintenance ■ Purchase

10 Year Savings

\$224,021

Avg. Sustainable Savings

\$15,525

Current Fleet Equity Analysis

YEAR	2021	2022	2023	2024	2025	Under-Utilized
QTY	6	3	3	3	2	0
Est \$	\$3,750	\$4,000	\$16,667	\$15,667	\$8,500	\$0
TOTAL	\$22,500	\$12,000	\$50,000	\$47,000	\$17,000	\$0
Estimated Current Fleet Equity**					\$148,500	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

35% of the current light and medium duty fleet is over 10 years old
Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded



Manager's Report

2/11/21

Agenda Item H

Dredge Fund

Summary:

Back in 2019 when Lake Michigan was at its highest levels in modern history, the Harbor Commission made a recommendation to City Council to suspend the private contributions to the Dredge Fund for that year. This was done because the high water levels made a large amount of slips unusable. The City Council took no action on this request and some associations made their normal contributions in 2019 and some did not. I presented a proposed course of action to the Harbor commission at its last meeting and they agreed and are now making the following recommendation to the City Council for its adoption.

It is being asked that the City Council move to suspend the 2019 private contributions to the dredge fund at the recommendation of the Harbor Commission. The associations that paid in 2019 will have their contributions credited to the 2020 billing which will go out immediately upon the council approving this course of action. Luckily because of the high water, we have not had to dredge the last two years.

Approximate total cost: N/A

Budgeted: N/A

Recommendation: Move to suspend the 2019 private contributions to the dredge fund and apply the 2019 payments made to the 2020 invoicing.

Respectfully submitted,

Rich Killips, Interim City Manager



Manager's Report

2/11/21

Agenda Item I

Parks and Recreation Authority

Summary:

City staff with the aid of Abonmarche have been meeting with the New Buffalo Area Schools and New Buffalo Township to discuss the formation of a Parks and Recreation Authority to assist in the joint management of parks that serve multiple entities. The proposed articles of incorporation are attached for your review. Two parks have been identified in the articles as parks that will come under the purview of the authority, one being Oselka Park and the other being the park in the Township that has the Cross County Course in it (across the street from the elementary school). Each municipality will contribute \$5000.00 annually to the authority and each project, once they are determined, will have its own separate agreement.

To form an Authority in Michigan, the articles must be publically posted prior to adoption.

Approximate total cost: \$5000.00 plus 1/3 of advertising

Budgeted: No

Recommendation: Motion to post the proposed articles of the Joint Parks Authority of the City and Township of New Buffalo and the New Buffalo Area Schools. The cost to be equally split between the three entities.

Respectfully submitted,

Rich Killips, Interim City Manager

**ARTICLES OF INCORPORATION FOR THE
NEW BUFFALO AREA RECREATION AUTHORITY**

These Articles of Incorporation for the New Buffalo Area Recreation Authority ("NBARA") are adopted among the City of New Buffalo, a Michigan municipal corporation the principal business address of which is 224 W Buffalo Street, New Buffalo, MI 49117 (the "City"), New Buffalo Township, a Michigan general law township the principal business address of which is 17425 Red Arrow Highway, New Buffalo, MI 49117 ("NBT"), and the New Buffalo Area Schools, a Michigan public school district the principal business address of which is P.O. Box 280, 1112 East Clay Street, New Buffalo, MI 49117 ("NBAS") to take effect as of **Month X, 2021**.

RECITALS

- A. The Recreational Authorities Act, 2000 PA 321, as amended, MCL 123.1131 *et seq.* ("Act 321"), authorizes two or more municipalities as defined in Section 3 (g) of 2000 PA 321 to establish recreational authorities.
- B. The Urban Cooperation Act of 1967, 1967 PA 7, Ex.Sess., as amended, MCL 124.501 *et seq.* ("Act 7"), authorizes interlocal agreements between public agencies to exercise jointly any power, privilege or authority which the agencies share in common and which each might exercise separately.
- C. The parties are public agencies as defined in Act 7 and the municipal entities are authorized by Act 321 to establish a recreational authority.
- D. Each of the parties own and operate recreational facilities that are used by residents of the greater New Buffalo are community.
- E. The parties recognize their mutual interest in these facilities and in similar recreational facilities that may be acquired or developed in the future. Accordingly, they wish to provide for collaboration and joint oversight of existing facilities as well as possible cooperative efforts in other recreational endeavors as their respective governing bodies might subsequently approve.
- F. Accordingly, the parties deem it to be in the best interests of their constituents to establish a recreational authority and to provide for its funding, operation and maintenance.

**ARTICLE I
CREATION**

- 1.1 **Creation.** There is established the New Buffalo Area Recreation Authority (the "NBARA") in accordance with Act 321, Act 7, and the terms of these Articles, the members of which shall be the City and NBT. The NBARA shall be a public body corporate.
- 1.2 **Purpose.** The NBARA is hereby established to acquire, construct, operate, maintain and improve public swimming pools, public recreation centers, public auditoriums, and public parks and for such other purposes as may from time to time be authorized by Act 321 all within ~~the~~ specified jurisdictional limits of the cities, townships and villages (if any) that may be part of the NBARA.
- 1.3 **Territory.** The NBARA shall operate within the combined jurisdictional limits of each member city and township, or village (if any).
- 1.4 **Board.**
 - (a) The NBARA shall be governed by a board consisting of seven members:
 - (1) The mayor of the City with the consent of the City Council shall appoint two members. The NBT supervisor with the consent of the NBT Board shall appoint two members. The president of the NBAS school board with the consent of the NBAS school board shall appoint two members. Those board members appointed by the City, NBT and the NBAS shall appoint one

- at-large member who shall represent those persons using and/or contributing funding or other support to the NBARA. Because of the need for contractual relationships between the parties and the NBARA, no member of the NBARA board shall be an elected official of the City, NBT, or NBAS.
- (2) If one additional municipality joins the NBARA as provided in these articles of incorporation, then the chief executive officer of that municipality, with the consent of its governing body, shall appoint two board members making a nine-member NBARA board.
 - (3) If the parties wish to add two or more additional municipalities to the NBARA, an amendment to this contract shall be required.
- (b) Board members shall serve a three-year terms and may be reappointed. Vacancies and the removal of members shall be as follows:
- (1) A vacancy prior to the expiration of a term shall occur upon any of the following: (i) the death of the incumbent, (ii) the incumbent's resignation, (iii) the incumbent's removal from office, (iv) the incumbent's ceasing to reside within the jurisdictional limits of the appointing entity (in the case of the at-large members, this means the entire jurisdictional limits of the NBARA), (v) the incumbent's conviction of any infamous crime, or of any offense involving a violation of the incumbent's oath of office, (vi) the decision of a court or other competent tribunal, declaring void the incumbent's appointment, or, (vii) the incumbent's refusal or neglect to take the oath of office, or to give, or renew any official bond, or to deposit such oath, or bond, in the manner and within the time prescribed by law.
 - (2) A board member may be removed by the appointing body for good cause shown after a public hearing.
 - (3) A vacancy on the board shall be filled in the same manner and by the same persons and body as the original appointment. Those appointed to fill a vacancy created prior to the expiration of a term shall serve until the completion of the unexpired term.
- (c) At its first meeting, the board shall elect a chairperson, a secretary, a treasurer and any other officers it considers necessary. Officers shall be elected by the board annually at the first meeting following January 1 of each year.
- (1) The chairperson shall preside at all meetings of the board and shall have all privileges and duties of a board member, including the right to vote on all matters. The Chairperson shall be elected by a majority of the board, annually, from the board's membership.
 - (2) The secretary shall keep or cause to be made all reports, records and minutes required by these articles of incorporation or applicable law.
 - (3) The treasurer shall keep or cause to be made all appropriate financial records and reports required by these articles of incorporation or applicable law.
- (d) Members of the board shall serve without compensation, but may be reimbursed for reasonable expenses, including expenses for travel previously authorized by the board, incurred in the discharge of his or her official duties.

1.5 Meetings.

- (a) The board shall meet at least quarterly and shall annually establish a meeting schedule which shall be posted at the offices of the City, NBT and the NBAS, and any subsequent municipal members, in the manner and time provided by law.

- (b) All business of the board shall be conducted at public meetings held in compliance with the Open Meetings Act, 1976 PA 267, as amended, and all records of the NBARA shall be made available in compliance with the Freedom of Information Act, 1976 PA 442, as amended.
- (c) Special board meetings may be called by the chairperson or any two board members. All members shall be notified in writing at least 18 hours prior to a special meeting.

1.6 Voting.

- (a) A majority of board members shall constitute a quorum.
- (b) Official action may be taken upon the vote of a majority of the board members present, unless the board adopts bylaws requiring a larger number.

1.7 Minutes.

- (a) Minutes of all board meetings shall be prepared and approved as required by law, including the Open Meetings Act, 1976 PA 267, as amended. Copies of minutes shall be sent or delivered to the City, NBT, the NBAS, and any subsequent municipal members as soon as reasonably possible following a board meeting.
- (b) Minutes and other public records shall be kept and made available from either the City, NBT, the NBAS, and any subsequent municipal members in accordance with the Freedom of Information Act, 1976 PA 442, as amended.

1.8 Bylaws.

- (a) The board may adopt procedural bylaws for the conduct of its meetings.
- (b) Robert's Rules of Order, when not in conflict with these articles of incorporation or any procedural bylaws adopted by the board, shall govern all meetings.

1.9 Conflict of Interest. Board members shall have a duty to vote on matters before the Board except to the extent that a Board member has a direct conflict of interest. Any potential conflict of interest shall be disclosed to the Board and the remaining Board members shall vote to determine whether a conflict of interest exists so as to excuse the Board member from voting. A Board member does not have a conflict of interest with respect to a proposed contract or other issue simply because the contract or other issue involves or affects the City, NBT, or NBAS.

ARTICLE II OPERATIONAL REQUIREMENTS

2.1 Powers. The NBARA may do one or more of the following:

- (a) Acquire and hold, by purchase, lease with or without option to purchase, grant, gift, devise, land contract, installment purchase contract, bequest, or other legal means, real and personal property inside or outside the territory of the NBARA. The property may include franchises, easements, or rights of way on, under, or above any property. The NBARA may pay for the property from, or pledge for the payment of the property, revenue of the NBARA. Notwithstanding any other provision of these Articles, the acquisition of property by purchase, lease, or any other means ~~from an individual or entity that is not a party to these Articles~~ shall require (in addition to an affirmative vote of the NBARA board) the affirmative vote of the governing board for each constituent party.
- (b) Apply for and accept grants or contributions from individuals, the federal government or any of its agencies, this state, a municipality, or other public or private agencies to be used for any of the purposes of the NBARA.

- (c) Hire full-time or part-time employees and retain professional services.
- (d) Provide for the maintenance of all of the real and personal property of the NBARA.
- (e) Assess and collect fees for services provided by and expenses incurred by the NBARA.
- (f) Receive revenue as appropriated by the legislature of this state or a participating municipality.
- (g) Enter into contracts incidental to or necessary for the accomplishment of the purposes of the NBARA.
- (h) Exercise such other powers as may from time to time be authorized by Act 321 to the extent approved by all of the governing bodies of each of the municipalities and the NBAS.

2.2 Function.

- (a) The NBARA shall operate, maintain, repair, replace, and improve facilities under its control, and to plan, implement, oversee, and control recreational programs and recreational services in accordance with the direction of the board and within its budget.
- (b) The NBARA may purchase or lease such property as it deems appropriate to deliver recreational services. To the extent they offer, the NBARA may identify supplies, inventory, equipment, apparatus, and other personal property currently in use by the municipalities and the NBAS for use by the NBARA. For those items purchased, a bill of sale for such items and all title shall be transferred to the NBARA.
- (c) The City, NBT, the NBAS, or any subsequent municipal members may have property titled in their names which they may allow the NBARA to operate, maintain, and improve according to terms and conditions of a written lease agreement or other agreement that is approved by the NBARA board and by the governing body of the entity owning the property. Any such lease agreement shall provide that there shall be no rent or other payment made for the use of such property but shall provide that the NBARA will hold the entity owning the property harmless from and indemnify it for claims, judgments, awards and other losses resulting from the NBARA's operation, maintenance or improvement of such property and shall also provide for insurance to cover any such obligation the NBARA may have. The parties anticipate that the NBARA shall lease and assume control of, at a minimum, the recreational facilities listed on the attached **Exhibit A**. The parties and the NBARA board shall work together cooperatively to effectuate these transfers as soon as reasonably possible. The approval of these Articles by the City, NBT, and NBAS shall constitute an approval of the acquisition of the facilities listed on Exhibit A, in accordance with the voting requirements in Section 2.1(a) above.-
- (d) The NBARA shall hold the municipalities and the NBAS harmless from, indemnify them for, defend them (with legal counsel reasonably satisfactory to the City, NBT, the NBAS, and any subsequent municipal members) against any cause of action, claim, damage, accident, injury or liability that may arise as a result of the ownership, construction, maintenance or operation of the property, facilities, programs or services of the NBARA. This indemnification shall be in addition to any insurance coverage required by these articles of incorporation.

ARTICLE III FINANCING AND INSURANCE

3.1 Fiscal Year. The fiscal year of the NBARA shall be from January 1 to December 31.

3.2. Annual Budget.

- (a) The board shall prepare an annual budget for operation of the NBARA. The proposed budget shall be submitted to the City, NBT, the NBAS, and any subsequent municipal members for review. The City, NBT, the NBAS, and any subsequent municipal member may recommend adjustments to their own designated board representative(s), but shall not amend, reject, or approve the submitted budget. The NBARA board's approval of the budget shall require the approval of a majority of the members of the entire board (at least 4 members) and at least a majority of the members of the board appointed by those- entities that contribute to the funding of the NBARA as detailed in subsection 3.4.
- (b) The NBARA shall have no power or authority to levy any type of tax or millage, to issue any type of debt, or in any other way to financially encumber or obligate any of the NBARA members without the prior consent of the City, NBT, and any subsequent municipal members by resolutions approved by their governing bodies. These requirements shall be in addition to those requirements for voter approval under Act 321. To the extent required or permitted by law a millage may only be levied upon the approval of a majority of the electors in each of the member municipalities.
- (c) The board shall not expend funds in excess of its approved budget or in excess of any NBARA funds on hand. No funds of the City, NBT, the NBAS, or any subsequent municipal member (except for contributions made to NBARA by any of those entities) shall be committed or expended.

3.3 Financial Reports and Records.

- (a) The secretary of the board shall make or cause to be made a full and complete report to the City, NBT, the NBAS, and any subsequent municipal member of all board financial transactions and affairs after each regular meeting.
- (b) The board shall maintain complete financial records for the NBARA in accordance with generally accepted accounting principles applicable to municipal entities. The board shall contract with the City or other financial organization for such accounting and administrative services as are necessary or proper to operate the NBARA. The financial records of the board and the NBARA shall be audited annually by an independent public accountant. That audit may be conducted as part of the audit of the City if the City is performing accounting and administrative services for the NBARA as provided in this provision. A copy of the auditor's opinion shall be submitted to the City, NBT, the NBAS, and any subsequent municipal member.

3.4 Annual Budget Funding Obligations.

- (a) Funding for the NBARA shall be through the following:
 - (1) Such funds as are appropriated by the City, NBT, the NBAS, and any subsequent municipal member in accordance with the terms and conditions of this Agreement; and
 - (2) Such other funds as may be available to the board, including gifts and grants from public or private entities or individuals, or activity and program fees.
- (b) The City, ~~and NBT, and NBAS have each agreed to shall each~~ contribute a minimum ~~of \$1.00 per resident~~ \$5,000 per year ~~according to the last decennial census~~ to the annual budget of the NBARA.
- ~~(c) The NBAS has agreed to contribute a minimum of \$ _____ per year.~~

- 3.5 Insurance. The board shall secure and maintain insurance with such terms, coverages and amounts as are in the discretion of the board needed to cover the NBARA's property, the operations of the NBARA, the staff employed by the NBARA, the NBARA's indemnification obligations under these articles of incorporation and such other items as may, in the board's discretion be important to insure. Proof of such insurance shall be furnished to the City, NBT, the NBAS, and any subsequent municipal

member upon request. The cost of such insurance shall be paid by the NBARA as part of its annual budget.

ARTICLE IV
AMENDMENT, ADDITIONAL MEMBERS, DISSOLUTION

- 4.1 Additional Members. A city, county, village or township that is not a member of the NBARA may become a member of the NBARA upon such terms and conditions as may be approved by the board and by the governing bodies of the then current members. Any such new member shall be a "subsequent municipal member" as provided herein.
- 4.2 Amendment. These may be amended by an affirmative vote of a majority of the members serving on the legislative body of each member municipality. The requirements of this subsection do not apply to an amendment to the articles to allow a municipality or district to become a participating municipality in, or to allow a participating municipality to withdraw from, the NBARA.
- 4.3 Withdrawal. A member municipality may withdraw from membership in the NBARA as of December 31 following at least five years' prior written notice to the other members. If the withdrawal combined with any other withdrawals occurring at the same time should result in the dissolution of the NBARA, all property shall be jointly owned by the members of the NBARA at the time of the dissolution. Otherwise, a withdrawing member shall not be entitled to any division of NBARA real or personal property or any payment as a result of its withdrawal. A member may not withdraw if there is any outstanding debt owed by the NBARA unless it first makes arrangements acceptable to the remaining members for repayment of its proportional share of that debt.
- 4.4 Dissolution.
- (a) Provided there is no outstanding debt or contractual obligations of the NBARA, it may be dissolved by approval of dissolving resolutions adopted by the governing bodies of the then member municipalities. If there is outstanding debt or contractual obligations, dissolutions can occur only upon meeting the terms and conditions of such debt or contracts.
 - (b) Upon the dissolution, property held or used by the NBARA shall be allocated and distributed in accordance with the following:
 - (1) All property, of any nature, which is titled to or otherwise owned by the City, NBT, the NBAS or any other party, shall remain the property of that person or entity.
 - (2) All monies and funds, from whatever source, which are the property of the NBARA shall be distributed between the City, NBT, the NBAS, and any subsequent municipal member in accordance with the most recent contribution percentages, after deducting any expenses associated with the dissolution of the board and the NBARA.
 - (3) All property, other than that otherwise provided for in subsections 4.4(b)(1) and (2) above, shall be divided by agreement between the City, NBT, the NBAS and any subsequent municipal member in accordance with the formula described in subsection (2). If the parties do not agree on the value attributed to the items of property, the property may be divided by a legally recognized form of arbitration, as assigned by the Board. If the parties do not choose arbitration, and cannot agree on how to distribute the property between them, then the property shall be disposed of by the Board at public auction. All revenues received as a result of any auction shall be distributed in accordance with the formula set forth in subsection (2) above, except that administrative expenses associated with the auction shall also be deducted prior to any distribution.

The incorporating parties have signed these articles of incorporation as of the date first above written. They were published in the Harbor Country News, a newspaper of general circulation in the NBARA territory on Month X, 2021.

CITY OF NEW BUFFALO

By: _____
John Humphrey, Mayor

Resolution adopted _____, 2021

NEW BUFFALO AREA SCHOOLS

By: _____
Chuck Heit, President

Resolution adopted _____, 2021

NEW BUFFALO TOWNSHIP

By: _____
Michelle Heit, Supervisor

Resolution adopted _____, 2021

DRAFT

**Exhibit A
List of Facilities**

The parties anticipate that the NBARA will operate, maintain, and improve at least the following facilities pursuant to a lease, conveyance, or other similar agreement:

- Oselka Park (City owned)
- Davie Ohms Property – 38.6 acres (NBAS owned)

DRAFT



Manager's Report

2/11/21

Agenda Item J

CESF Grant Acceptance

Summary:

In late 2020 the City applied for a handful of Coronavirus relief funding grants and was recently notified that we received the Coronavirus Emergency Supplemental Funding (CESF) Grant. This grant amount is \$8,976.00 and is a reimbursement for City dollars that were spent to fight the pandemic. This reimbursement covers costs of personal protective equipment, computer hardware and software for our employees that work from home, and cleaning supplies.

Approximate total cost: Reimbursement of \$8,976.00

Budgeted: N/A

Recommendation: Motion to accept the CESF Grant from the Michigan State Police and the Federal Governemnt.

Respectfully submitted,

Rich Killips, Interim City Manager



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

January 15, 2021

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

RE: Coronavirus Emergency Supplemental Funding

Dear Mr. Richards:

I am pleased to inform you that the City of New Buffalo has been selected to receive an award from the Coronavirus Emergency Supplemental Funding (CESF) grant received by the Michigan State Police (MSP), Grants and Community Services Division, from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. The efforts made by your agency to maintain public safety through prevention, preparation, and response during the coronavirus pandemic are valued and appreciated. **The award for your project, pending the finalization of the Grant Agreement (contract), is \$8,976.00.** This funding is specifically for coronavirus-related expenses, as outlined in your application and contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and/or financial penalties. **The deadline for returning your signed contract is February 19, 2021.** Remember, this is a reimbursement-only grant, and reimbursements will not be approved for previous expenditures until our office receives your signed contract.

If you have any questions or concerns about your award, please contact Ms. Leslie Wagner at WagnerL2@michigan.gov. We look forward to working with you.

Sincerely,

Ms. Nancy Becker Bennett, Division Director
Grants and Community Services Division

Enclosure

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

City of New Buffalo

Recipient

Federal ID: 38-6004719

hereinafter referred to as the "Contractor"
for

New Buffalo Police Department

MSP Project Number: CESF-0207-2020

I. Period of Agreement:

This Agreement shall commence on **3/01/2020** and continue through **9/30/2021**.

This Agreement is in full force and effect for the period specified.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds and required local match, the total amount of this Agreement is \$8,976.00.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$8,976.00.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.034.
- D. The CFDA Title is Coronavirus Emergency Supplemental Funding (CESF).
- E. The federal agency name is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- F. The federal grant award number is 2020-VD-BX-0434.
- G. The federal program title is FY 20 Coronavirus Emergency Supplemental Funding Program.

III. Grant Summary:

The City has outfitted and trained its responders and critical employees for our response to coronavirus complaints. The City has provided PPE, FIT testing for the police department, cleaning supplies for City Hall/PD and emergency vehicles. A work from home program has been established which required the purchase of laptop computers and management software to maintain CJIS compliance.

IV. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachment 1, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department,

requires a formal Amendment submitted to the Department.

Budget deviation allowances are not permitted.

V. Amendments:

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if accepted by both the Contractor and the Department.

VI. Contractor Responsibilities:

The Contractor, in accordance with the general purposes and objectives of this Agreement, will:

A. Publication Rights:

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

This project is supported by Michigan's FY 20 Coronavirus Emergency Supplemental Funding Program # 2020-VD-BX-0434, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.

2. The Department shall, in return, give recognition to the Contractor when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

B. Reporting Responsibilities:

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

C. Uniform Crime Report (UCR):

The Contractor, and all of its subcontractors, must comply with 1968 PA 319, as amended. This law requires county sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data to the Department.

D. Financial Reporting Requirements:

Financial reporting requirements shall be followed as defined within this section.

1. Reimbursement Method/Mechanism:

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. The Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.

- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon in the approved Budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

2. Financial Status Report (FSR) Submission:

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting an FSR for each quarter of the Agreement period. The various FSRs are outlined below:

a. **FSR:**

FSRs must be prepared and submitted to the Department no later than 20 days after the close of each reporting period. An example is found in Attachment 2, which is part of this agreement through reference. Each reporting period's reimbursement request may only contain expenses from that reporting period. Reimbursement requests that include more than one reporting period's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.

b. **Obligation Report:**

An Obligation Report, based on annual guidelines, is a one-time FSR and must be submitted by the specified due date. In this report, the Contractor will provide to the Department an estimate of total expenditures for the date-specific Agreement period. The information from this report will be used to record the Department's year-end accounts payables and receivables for this Agreement.

c. **Final FSR:**

A Final FSR is due 20 days following the end of the fiscal year or Agreement period specified. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.

3. Unobligated Funds:

Any unobligated balance of funds held by the Contractor at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

4. Program Income:

The DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GCSD-208B) are to be filed quarterly with Contractor's FSR.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GCSD-208A) within 30 days of the acceptance of this Agreement.

5. Audits:

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. Single Audit:

Contractors that expend \$750,000 or more in federal funds in a fiscal year after December 26, 2014, must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

b. Financial Statement Audit:

Contractors exempt from the Single Audit requirements that receive \$500,000 or more **in total funding** from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

c. Due Date and Submission Information:

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police
Grants and Community Services Division
Attn: Grants Coordination Unit
P.O. Box 30634
Lansing, Michigan 48909-0634

d. Penalty:

i. Delinquent Single Audit or Financial Statement Audit:

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. Delinquent Audit Status Notification Letter:

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

e. **Other Audits:**

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

E. **Equipment Purchases and Title:**

Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule (attachment 5). Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

F. **Record Maintenance/Retention:**

Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

G. **Authorized Access:**

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

H. **Subcontractor/Vendor Monitoring:**

The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings of their subcontractors as required by OMB Circular A-133. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subcontractors are expending grant funds appropriately as approved and as specified through this Agreement and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are

achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f).

1. Subcontracts:

Assure for any subcontracted service, activity, or product:

- a. That the Contractor will submit copies of all executed subcontracts within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.
- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement;
 - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
 - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper reporting period FSR. **Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.**

I. Notification of Modifications:

The Contractor must provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.

J. Software Compliance:

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

K. Notification of Criminal or Administrative Investigations/Charges:

If any employee of the Contractor associated with this grant project becomes aware of a criminal or

administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

VII. Department Responsibilities:

The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

VIII. Department Contract Manager/Administrator of the Agreement:

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is:

Ms. Nancy Becker Bennett, Division Director
Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, MI 48909-0634

Telephone: (517) 898-9496
Email: beckern@michigan.gov

IX. Agreement Suspension/Termination:

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the project completion.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section VI, M, of this Agreement during the term of this Agreement or any extension thereof.

X. Final Reporting Upon Termination:

Should this Agreement be terminated by either party, within 30 days after the termination, the Contractor shall provide the Department with all financial, performance, and other reports required as a condition of this Agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

XI. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

XII. Liability:

- A. To the extent allowed by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

XIII. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the start of the Period of Agreement (March 1, 2020).
- D. All special conditions placed on the Department by the Department of Justice federal grant award document for grant 2020-VD-BX-0434 are agreed to by the Contractor. A copy of award 2020-VD-BX-0434 is included as an attachment for reference.
- E. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

XIV. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

A. Certifications:

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

C. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient):

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at ojpcompliance@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
Attn: Control Desk
810 7th Street, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by the DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.
6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled,

"Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).

It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. **Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures in Attachment 3. Subcontractors, clients, customers, program participants, or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly, as outlined in Attachment 3, but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. **Training:**

Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at <https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

c. **Monitoring:**

The Department shall ensure that the Contractor is complying with all applicable civil rights laws and procedures by completing the Federal Civil Rights Compliance Checklist, see Attachment 4, with the Contractor during site monitoring visits and desk audits.

7. For the purposes of the Coronavirus Emergency Supplemental Funding Program, the development and implementation of an Equal Employment Opportunity Plan (EEO) is not an applicable requirement.

8. If the Contractor is a governmental entity:
 - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
 - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

It is imperative that the Contractor understand that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local, or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XV. Unallowable Expenses and Activities:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect cost rates or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Hazard pay.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- One-time events, prizes, or entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the Department is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training or conferences, unless prior approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.

- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft, including unmanned aerial systems, commonly referred to as UAS or drones.
- New construction.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- Expert witness fees.
- Canines and horses, including any food and/or supplies relating to the upkeep of such animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers and any supplies for weapons.
- Food, refreshments, and snacks.

Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

XVI. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XVII. Conflict of Interest:

The Contractor and the Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XVIII. State of Michigan Agreement:

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XIX. Compliance with Applicable Laws:

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

XX. Special Certification:

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

XXI. Contractor Signature:

The Authorized Official's signature below represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances.

Name of Contractor's Authorized Official	Signature of Contractor's Authorized Official	Date
Name of Department's Authorized Official	Signature of Department's Authorized Official	Date
Ms. Nancy Becker Bennett		

PROGRAM BUDGET

CESF-0207-2020

New Buffalo Police Department – \$8,976.00

The proposed project covers a 19-month period from March 1, 2020 to September 30, 2021.

Supplies and Materials

Scott safety enforcement cartridge (Total: \$319.44)

Cleaning/PPE supplies (Total: \$1,401.74)

Container for biohazard waste (Total: \$9.54)

Scott M120 CBRN Gas Mask (Total: \$900.70)

UV light sanitizer wand (Total: \$279.98)

Acrylic desktop barrier (Total: \$715.50)

Printer - payroll (Total: \$151.99)

Laptops (Total: \$4,569.79)

Remote software (Total: \$447.27)

Keyboards/mice (Total: \$180.05)

Total Grant: \$8,976.00



Manager's Report

2/11/21

Agenda Item K

STR Update

Summary:

City Staff and the City Attorney are working on revisions to the proposed STR regulatory ordinance taking into consideration public comments on the original draft revisions. The Planning commission will simultaneously begin discussion of a possible zoning amendment to restrict new STRs at a soon to be scheduled special meeting and proposed changes would then be brought up at a public hearing and then to the Council.

Approximate total cost: 0

Budgeted: N/A

Recommendation: None Needed, update only.

Respectfully submitted,

Rich Killips, Interim City Manager