



**New City of New Buffalo
224 W. Buffalo Street
New Buffalo MI 49117
REGULAR COUNCIL MEETING AGENDA
August 23, 2021 6:30 PM**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Consent Agenda
 - a. City Council Minutes: July 19, 2021
 - b. Receive Monthly Reports: Police, Fire, Water, Park, Building, Streets, Code Enforcement and Treasurer
 - c. Monthly Account Payable
6. Public Comment
7. New Business
 - a. Oselka Park – Ball Field Maintenance
 - b. New Buffalo Area Recreation Authority Appointees
 - c. Farmer’s Market Agreement Amendment
 - d. Redevelopment Ready Communities (RRC) Resolution
 - e. Michigan Department of Natural Resources – Land & Water Conservation Fund Grant Acceptance
 - f. Marina Repairs – Final Payments
 - g. Engineering Services – Whittaker Street Shoreline Protection
8. Special Recognitions
9. Discussions
 - a. “Back to the Bricks” Car Show
 - b. Emergency Expenditures
10. Council Comments
11. Adjournment

Call to Order at 6:32 p.m.

Roll Call. Present: Councilmembers Brian Flanagan, Mark Robertson, Roger Lijewski, Mayor John Humphrey

Absent: Councilmember Lou O'Donnell

Staff Present: City Manager, Darwin Watson; City Clerk, Amy Fidler; Deputy Clerk, Nancy Griffin

Approval of Agenda: Motion by Robertson, seconded by Lijewski to approve the agenda:

Voice vote. Motion carried.

Approval of Consent Agenda: Motion by Robertson, seconded by Lijewski to approve the consent agenda:

Voice vote. Motion carried.

Public Comment:

Mayor Humphrey read a statement from the Police.

Laura Murray read a letter from Joanne Moskovic.

Nick Holevas

New Business

MDNR Waterways Grant Acceptance:

Motion by Flanagan, seconded by Lijewski to **approve** MDNR Waterways Grant from the Michigan Department of Natural Resources (MDNR) in the amount of \$689,481.00. City staff is authorized to execute the necessary documentation to be submitted to the Michigan Department of Natural Resources (MDNR).

Roll Call Vote:

AYES: Robertson, Lijewski, Flanagan, Humphrey

NAYES:

ABSENT: O'Donnell

ABSTAINED:

Motion Carried, 4-0.

USDA Rural Business Development Grant Acceptance:

Motion by Robertson, seconded by Flanagan to **approve** the Rural Business Development Grant from the USDA in the amount of \$47,900.00. City staff is authorized to execute the necessary documentation to be submitted to the United State Department of Agriculture (USDA).

Roll Call Vote:

AYES: Robertson, Lijewski, Flanagan, Humphrey

NAYES:

ABSENT: O'Donnell

ABSTAINED:

Motion Carried, 4-0.

Donation Acceptance:

Motion by Robertson, seconded by Lijewski to **approve** the acceptance of the bench donation from Ms. Mary Rose Denton:

Roll Call Vote:

AYES: Flanagan, Lijewski, Robertson, Humphrey

NAYES:

ABSENT: O'Donnell

ABSTAINED:

Motion Carried, 4-0.

2021 Road Project Contract Award:

Motion by Robertson, seconded by Flanagan to **approve** the awarding of the contract for street resurfacing to Kalin Construction in the amount of in the amount of \$ \$201,064.25:

Roll Call Vote:

AYES: Lijewski, Robertson, Flanagan, Humphrey

NAYES:

ABSENT: O'Donnell

ABSTAINED:

Motion Carried, 4-0.

Act 51 Street Administrator:

Motion by Flanagan, seconded by Lijewski to **approve** appointing City Manager, Darwin Watson as the Act 51 Street Administrator:

Roll Call Vote:

AYES: Robertson, Lijewski, Flanagan, Humphrey

NAYES:

ABSENT: O'Donnell

ABSTAINED:

Motion Carried, 4-0.

City of New Buffalo Code of Ordinances Amendment- Chapter 9 (Second Reading):

Motion by Robertson, seconded by Lijewski to **approve** the second reading of the City of New Buffalo Code of Ordinances Amendment of Chapter 9 of the New Buffalo Code of Ordinances to establish General Business Registrations:

Roll Call Vote:

AYES: Robertson, Lijewski, Flanagan, Humphrey

NAYES:

ABSENT: O'Donnell

ABSTAINED:

Motion Carried, 4-0.

City of New Buffalo Code of Ordinances Amendment- Chapter 15; Article II (Second Reading):

Motion by Robertson, seconded by Lijewski to **approve** the second reading of the ordinance to amend Chapter 15; Article II of the New Buffalo Code of Ordinances to regulate the preparation and collection of solid waste:

Roll Call Vote:

AYES: Flanagan, Robertson, Lijewski, Humphrey

NAYES:

ABSENT: O'Donnell

ABSTAINED:

Motion Carried, 4-0.

Council Comments:

Mayor Humphrey reviewed the Pokagon Fund Report. Dan Petersen expounded on the report.

Upcoming grant cycle dates are October 1, 2021 and October 15, 2021.

New Buffalo Township is offering summer day camp.

Mayor Humphrey addressed myths on Facebook.

Adjournment:

Motion by Robertson, seconded by Lijewski to adjourn the meeting at 7:05 p.m.

Roll Call Vote:

AYES: Robertson, Lijewski, Flanagan, Humphrey

NAYES:

ABSENT: O'Donnell

ABSTAINED:

Motion Carried, 4-0.

ng

John Humphrey, Mayor

Ann M. Fidler, City Clerk



Mr. Watson,

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

- In the last 30 days, the NBPD has taken 117 complaints. Those include 8 accidents, 10 traffic arrests, 5 assaults, and 11 ordinance related incidents.
- One incident of interest involved an intoxicated driver that struck two of our city police cars that were parked in a parking lot on Water Street, where the officers were working a special event. One PD Ford Explorer suffered severe damage and the SRO Truck suffered minor damage to the rear bumper.
- On the night of June 30th a call was dispatched of a structure fire on Locke Road in southern Chikaming Township. At the time of the dispatch, it was unknown if anyone was still inside the residence. Sgt Tillery was patrolling the city that night and was dispatched to the call because he was the closest unit to the incident. Russ was the first responder on scene and immediately ascertained from neighbors that there was a subject that lived at the home and that he may still be inside. Sgt Tillery went into the house, which was actively on fire, filled with smoke and started yelling for anyone inside. Tillery was assisted by Deputy Sutherland from the Sheriff's Department, and they located the homeowner who was still in the house. Officers were able to get the homeowner out of the home but not before he had suffered severe third-degree burns. The homeowner is/was treated at the Burn Center at Bronson Hospital in Kalamazoo.

Sincerely,

Rich Killips

Richard L Killips

Chief of Police



MEMORANDUM

To: City Manager, Mayor & Council Members

From: Fire Chief Chris Huston

Date: August 9, 2021

Last month the Fire Department held a training meeting on July 15, 2021 and business meeting on August 1, 2021. The Department had a total of 3 fire calls.

August 4, 2021



MONTHLY WATER REPORT FOR JULY 2021

Total amount of water treated in month	22,153,000 gals
Average daily pumpage in month	715,000 gals.
Maximum treated for one day	856,000 gals.
Minimum treated for one day	622,000 gals.
Backwash water used in month	342,000 gals.

COMPARISON BY MONTH AND YEAR

July	2021 (this year) consumption	22,153,000 gals.
July	2020 (last year) consumption	24,010,000 gals.

CHEMICAL COSTS AND DATA

Chlorine used in month: 579 lbs. @1.1250 /lb.	\$ 651.38
Fluoride used in month: 684 lbs. @ 0.4867 / lb.	\$ 332.90
Aluminum sulfate used in month: 6,805 lbs @ \$0.1615. lb.	\$ 1,099.01
Total amount spent on chemicals	\$ 2,083.29
Total amount per million gallons	\$ 94.04

MAINTENANCE REPORT

1. Exercised generators and checked cathodic protection systems.
2. Cut grass @ Water Treatment Plant.
3. Peerless Midwest serviced low and high service pumps & motors.
4. Serviced turbidity meters & air lines in Pump & Filter Room.

DISTRIBUTION REPORT

1. Repaired 8" watermain break on South Whittaker Street. The Street Department helped and the departments worked well together. Job well done!
2. Read water meters.
3. Did staking for Miss Dig Systems.
4. Did ons/offes and checked high reading complaints.
5. Did bacteriologic testing for neighboring communities.
6. Repaired damaged valve boxes during month.
7. Adjusted meter pits to proper grade during month.

8. Did landscaping on various job sites.
9. Started collecting Cyanotoxin Samples for EGLE during month.

FUEL REPORT

1. Gasoline consumed	45.2 gals.
2. Diesel fuel consumed	22.0 gals.
3. Total fuel consumed	67.2 gals.
4. Average per day	2.2 gals.

EQUIPMENT USAGE

Water Department backhoe	5.0 hrs.
Street Department backhoe	17.5 hrs.
Water Department Dump Truck	5.0 hrs.
Other	5.5 hrs.

BENEFIT MAN HOURS USED DURING MONTH

	*	<u>vacation</u>	<u>personal</u>	<u>sick</u>	<u>total hrs.</u>
Ken Anderson		8.0 T.M.	0.0 T.M.	0.0 T.M.	8.0 T.M.
		96.0 YTD	27.0 YTD	16.0 YTD	139.0 YTD
Chris Huston		48.0 T.M.	0.0 T.M.	0.0 T.M.	48.0 T.M.
		88.0 YTD	0.0 YTD	40.5 YTD	128.5 YTD
Robert Gruener		8.0 T.M.	0.0 T.M.	1.5 T.M.	9.5 T.M.
		84.0 YTD	12.0 YTD	17.5 YTD	113.0 YTD
Jeff Johnson		32.0 T.M.	0.0 T.M.	0.0 T.M.	32.0 T.M.
		80.0 YTD	8.0 YTD	11.75 YTD	99.75 YTD

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

Proposed Work For Month of August 2021

1. Making new water taps.
2. Begin lead & copper monitoring for EGLE.
3. Continuing voluntary Cyanotoxin sampling for EGLE.

Respectfully submitted,

Kenneth A. Anderson

Kenneth A. Anderson
 City of New Buffalo
 Water Superintendent



August 9, 2021

To: Parks/Harbor members

Summer has proven to be busy as usual.

The month of July was as always very busy, with July 4th weekend being incredibly busy! Revenues for the month show just how busy we were. For July the beach took in \$111,555, which is up from last years \$93,892. The boat ramp kiosk, which is used by Third Coast for parking took in \$5,322.50, which is slightly down from last years \$6,059. However, as we all know last year set a bench mark for Third Coast that they may not reach again. We also received our first payment from Third Coast in the amount of \$15,619.71.

The lifeguards have been doing a great job this year! Thankfully we have had no major occurrences this season. The guards are still working 4 days a week Th-Sun. We had hoped to cover Mondays as well, but it just didn't work out with the way everyone schedules are.

The marina had a very busy July as well. We were full almost every day in July, something I have not seen in a long time. I had Kate run a report for me, and we came in at \$70,766.66 for the 20/21 season. Normally our revenue comes in around \$50,000. Boaters really love all the improvements that have been made, and the way things are running down there. Audrey is doing a great job, and has really made the marina run smoothly.

We finally received our paperwork for the Dune Walk! This means we can finally get it out to bid. I am proposing that we get a bid for demolition and a bid for construction. The dune walk is so deteriorated that it's a hazard and needs to be removed as soon as possible. I'm really looking forward to getting things going for the new dune walk.

All in all, this summer has been busy, but nowhere near as crazy as last season. I feel like visitor wise things seem pretty much back to normal.

Respectfully submitted,

Kristen D'Amico
Parks Director

Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
PB21-0084	Ladra William D & Joanne Davis	1100 Bell AVE	\$210.00	\$0
Work Description: Roof Repairs on detached garage				
PB21-0090	Gotlund Richard & Jo Ellyn	336 N Chicago ST	\$315.00	\$0
Work Description: Re-Roof and Siding				
PB21-0089	STRATTON, ROBERT TRUSTEE	730 S Barton ST	\$315.00	\$0
Work Description: ReRoof				
PB20-0081	GRAF, MICHAEL	1430 Water W	\$1,116.15	\$414,000
Work Description: New Single Family Home				
PB21-0087	Dyer Deborah H	121 S Franklin ST	\$971.25	\$0
Work Description: New Single Family Home on Vacant Parcel				
PB21-0083	Bucolt James Durham & Tiffany Chr	234 Townsend S	\$315.00	\$0
Work Description: RE-Roof				
PB21-0086	Cummins Sheryl	103 N Barker ST	\$315.00	\$0
Work Description: Re-Roof				
PB21-0088	ROGALA, CHRIS & KELLY A	112 S Taylor ST	\$315.00	\$0
Work Description: RE-Roof				
PB21-0082	MERCHANT STREET LAND	319 E Mechanic ST	\$971.25	\$0
Work Description: New Single Family Home with no Garage				
PB21-0085	Elich Tony & Lydia	1151 Shore E DR	\$315.00	\$0
Work Description: Re-Siding existing house				

Total Permits For Type:	10
Total Fees For Type:	\$5,158.65
Total Const. Value For Type:	\$414,000

Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PE21-0045	Adams Carol L Trust	601 Lake DR	\$273.00	\$0
Work Description: Adding Bathroom to existing house				

PE21-0049	Burleson Melinda S	1409 Water CT	\$168.00	\$0
Work Description: Sub Meter for Electric Charge Car				
PE21-0044	VOBEN LLC	9 S Barton ST	\$204.75	\$0
Work Description: Alteration to New Restaurant				
PE21-0046	DORN, JOHN	126 N Smith ST	\$261.45	\$0
Work Description: Electrical work for inground Pool				
PE21-0048	Giamarusti Paul L & Gabrielle L	315 Clay E	\$285.60	\$0
Work Description: Alterations				
PE21-0047	NSC Realty LLC	517 E Michigan ST	\$236.25	\$0
Work Description:				
Total Permits For Type:				6
Total Fees For Type:				\$1,429.05
Total Const. Value For Type:				\$0

Mechanical

Permit #	Contractor	Job Address	Fee Total	Const. Value
PM21-0061	Adams Carol L Trust	601 Lake DR	\$273.00	\$0
Work Description: Adding a bathroom to existing house				
PM21-0055	MAJKA, JOHN & JOELLEN TRUS	419 W Washington ST	\$162.80	\$0
Work Description: Water Heater				
PM21-0059	JACOBS, KRISTINE #451	310 Oselka DR 451	\$241.50	\$0
Work Description: Heating system and A/C				
PM21-0060	Bitterle John P & Linda A Trust	310 Oselka DR 254	\$241.50	\$0
Work Description: Heating system and A/C				
PM21-0067	South Cove Condos	300 Oselka Drive Unit 463	\$241.50	\$0
Work Description: Heating System & A/C				
PM21-0058	VOBEN LLC	9 S Barton ST	\$220.50	\$0
Work Description: A/C				
PM21-0056	Mayer William H & Lori I	109 E Water ST	\$220.50	\$0
Work Description: New Furnace and A/C				
PM21-0062	SMSG Real Estate Investments	227 W Buffalo Street	\$189.00	\$0
Work Description: A/C replacement				
PM21-0063	HUSTON, THOMAS	111 E Buffalo	\$189.00	\$0

Work Description: A/C Unit Replacement

PM21-0064	BILL DEPUTY, FOUNDATIO	606 Lake DR	\$220.50	\$0
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Work Description: New Furnace and A/C

PM21-0065	SCHULTZ, TIMOTHY	1216 W Water ST	\$220.50	\$0
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Work Description: Furnace and A/C

PM21-0066	Hein Karen M Trust	16 Oselka DR	\$283.50	\$0
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Work Description: 2 New Funaces & Two A/C Split System

PM21-0057	O'Loughlin John & Barbara	20 Oselka DR	\$283.50	\$0
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Work Description: Furnace and A/C replacement

Total Permits For Type:	13
Total Fees For Type:	\$2,987.30
Total Const. Value For Type:	\$0

Plumbing

Permit #	Contractor	Job Address	Fee Total	Const. Value
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PP21-0036	Adams Carol L Trust	601 Lake DR	\$346.50	\$0
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Work Description: Plumbing for added bathroom

PP21-0037	SAUNDERS, DAN	321 W Mechanic ST	\$162.75	\$0
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Work Description: Water Service

Total Permits For Type:	2
Total Fees For Type:	\$509.25
Total Const. Value For Type:	\$0

Report Summary

Population: All Records

Permit.DateIssued Between
7/1/2021 12:00:00 AM AND
7/30/2021 11:59:59 PM

Grand Total Fees: **\$10,084.25**

Grand Total Permits: **31**

Grand Total Const. Value: **\$414,000**



Street Department Monthly Report
July 2021

Mayor Humphrey and City Council Members,

The fluctuating weather temperatures and rain dictate what the street department can accomplish along with unforeseen situations that may arise. The following are some of the many things we have accomplished during the month of July.

- ✓ Continuing to address roads with cold patch repairs, cleaning curb and gutters in needed areas, picking up brush and debris from previous weather changes and storms, cleaning storm drains to maintain sufficient flow for storm wastewater and clearing for right-of-way visibility safety. Chipping, painting street. Picked up cones from around town from various jobs. Put up Road Closed signs. Weed wacked various locations including AMTRAK. Repaired water valve box at Michigan and Whittaker. Pumped out and tested water at Clay and Bell.
- ✓ Water Main job on South Whittaker, graded and filled.
- ✓ Worked at Transient Marina/Beach – Put up pedestals, hooked up and fixed leaks at pedestals, Changed tires on Parks trailer. Assembled Storage Shed. Swept Beach Parking Lot and Boat Launch. Dug out and cleaned up pond. Mounted signs, Hang Life Rings, address vandalism.
- ✓ Lions Park – Service pumps, short grades, dig trench lay pipe for drainage. Oselka Park – Replaced lights.
- ✓ City Hall – Picked up appliances from Lowes installed in breakroom, Assembled table.
- ✓ Shop – Worked on Backhoe. Cleaned Shop.
- ✓ Marked storm drains per Miss Dig request throughout the city for multiple contractors.

Respectfully Submitted

Josh Bolton
Crew Leader.



8/11/2021

Dear City Manager Watson,

RE Code Enforcement Monthly Department Update:

Although this is not an all-inclusive list, please see the following items attended to over this past month.

- Short-Term Rental Standards of practice include a courtesy notice of expiration. This letter is sent out the month prior to expiration. Parties are to have Applications, Payments and Inspections completed prior to expiration. We are still under the Moratorium and are not issuing new STR Permits. This Moratorium is due to expire at the end of the month.
- Identified undercharging by Passport Parking. This is being processed to credit the city the lost income. The error occurred with evening purchases.
- 429 Parking Citations issued. 144 Parking Citation appeals. 21 Warning Citations. Warnings were issued for parking on the lawn, which is a heavily abused violation.
- Residents have submitted approximately 100 Beach Vehicle Parking Pass applications, within the month. Ideally, future establishment of a deadline for applications to be submitted. To include evaluation of pass quantities and possible fee structure for additional pass issuance.
- 24-Hour hotline with Granicus established. Working on confirmation of STR status. Estimated 30 unregistered rentals identified and 12 undetermined. Short-Term Rental Reporting Hotline number included on City Water Utility billings. Working to establish a marketing blitz regarding STR Hotline, STR requirements and ordinance enforcement - mailer to every taxpayer address.
- A substantial amount of time is spent making and returning phone calls. Much of this is parties looking for explanations regarding the STR Ordinance #248 and the Moratorium.
- Business Registration and revised rubbish ordinance will go into effect in August.

Thank you! Respectfully, Gail Grosse
CODE ENFORCEMENT OFFICER

Meeting, Ordinance, and Zoning Information available: www.cityofnewbuffalo.org



To: Mayor Humphrey and Council
Re: Treasurer's Monthly Report
Date: August 12, 2021

Please find attached the following items for your review:

- A. Summary of Payables as of today.
- B. Statements from:
 - Abonmarche
 - The Curcio Law Firm
- 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, MBA, MiCPT
Treasurer

BANK CODE: POOL CHECK DATE: 08/12/2021 INVOICE PAY DATE FROM 08/10/2021 TO 08/10/2021

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
08/12/2021	POOL	00000041740	4695	FERRELL, ROBERT	64.35	1
08/12/2021	POOL	00000041741	3642	A&A TREE SERVICE	5,000.00	1
08/12/2021	POOL	00000041742	2862	ABONMARCHE CONSULTANTS INC	1,200.00	1
08/12/2021	POOL	00000041743	1004	ALEXANDER CHEMICAL CORP	84.00	1
08/12/2021	POOL	00000041744	3490	AMERICAN SAFETY & FIRST AID	63.69	1
08/12/2021	POOL	00000041745	2038	ANDERSON, KENNETH	50.00	1
08/12/2021	POOL	00000041746	4063	APTUS&C	159.00	1
08/12/2021	POOL	00000041747	1083	AT&T	579.77	1
08/12/2021	POOL	00000041748	4126	BAVARIAN INN LODGE	127.33	1
08/12/2021	POOL	00000041749	4126	BAVARIAN INN LODGE	127.33	1
08/12/2021	POOL	00000041750	4298	BOLTON, JOSHUA	50.00	1
08/12/2021	POOL	00000041751	4988	BRADY STAMBAUGH	53.44	1
08/12/2021	POOL	00000041752	4534	CDW GOVERNMENT	590.21	4
08/12/2021	POOL	00000041753	4712	CHARLES NICHOLAS CURCIO	1,600.50	1
08/12/2021	POOL	00000041754	2029	CITY OF NEW BUFFALO	4,081.35	1
08/12/2021	POOL	00000041755	3466	CITY SERVICES INC	12,500.00	1
08/12/2021	POOL	00000041756	3469	CLUSTER, MICHAEL	50.00	1
08/12/2021	POOL	00000041757	3552	COMCAST	268.69	1
08/12/2021	POOL	00000041758	4661	COUNTRY LANE REMODELING/MIKE PLIS	150.00	1
08/12/2021	POOL	00000041759	4462	D'AMICO KRISTEN	50.00	1
08/12/2021	POOL	00000041760	MISC	DEPRIZIO, JOSEPH	395.75	1
08/12/2021	POOL	00000041761	4782	DOMESTIC UNIFORM RENTALS	1,611.76	13
08/12/2021	POOL	00000041762	4782	DOMESTIC UNIFORM RENTALS	740.90	2
08/12/2021	POOL	00000041763	MISC	DRW	647.61	1
08/12/2021	POOL	00000041764	1047	ETNA SUPPLY COMPANY	5,567.10	8
08/12/2021	POOL	00000041765	2061	FRONTIER LAWN & REC INC	1,259.82	2
08/12/2021	POOL	00000041766	1119	GRAINGER	229.79	1
08/12/2021	POOL	00000041767	1058	GRSD SEWER AUTHORITY	60,396.40	3
08/12/2021	POOL	00000041768	3529	GRUENER, ROBERT	50.00	1
08/12/2021	POOL	00000041769	3678	HUSTON, CHRISTOPHER	50.00	1
08/12/2021	POOL	00000041770	1073	INDIANA MICHIGAN POWER	3,292.98	6
08/12/2021	POOL	00000041771	4173	INTEGRA CERT. DOCUMENT DESTRUCTION	42.79	1
08/12/2021	POOL	00000041772	4693	J. P. GILLEN & ASSOCIATES/EDGE IT	3,750.00	1
08/12/2021	POOL	00000041773	3531	JOHNSON, JEFFREY	50.00	1
08/12/2021	POOL	00000041774	3661	KENNETH L KORP	150.00	1
08/12/2021	POOL	00000041775	4206	LAKESHORE RECYCLING & DISPOSAL LLC	22,147.28	2
08/12/2021	POOL	00000041776	4757	LEXISNEXIS CLAIMS SOLUTIONS, INC.	143.10	1
08/12/2021	POOL	00000041777	2007	MAGRO INC	279.95	1
08/12/2021	POOL	00000041778	3382	MEDIC 1	9,283.42	1
08/12/2021	POOL	00000041779	3524	MENARDS	52.16	1
08/12/2021	POOL	00000041780	1184	MML - WORKERS COMPENSATION FUND	7,402.66	1
08/12/2021	POOL	00000041781	1085	MODEL COVERALL	3,840.00	1
08/12/2021	POOL	00000041782	1113	NEW BUFFALO AREA SCHOOLS	2,364.19	1
08/12/2021	POOL	00000041783	4498	NEW BUFFALO HARDWARE	256.43	13
08/12/2021	POOL	00000041784	4498	NEW BUFFALO HARDWARE	483.77	12
08/12/2021	POOL	00000041785	1092	NEW BUFFALO TIMES	2,844.00	2
08/12/2021	POOL	00000041786	2032	NEW BUFFALO TOWNSHIP	7,299.56	1
08/12/2021	POOL	00000041787	2032	NEW BUFFALO TOWNSHIP	2,000.00	1
08/12/2021	POOL	00000041788	4550	OCCUSCREEN, LLC	132.00	1
08/12/2021	POOL	00000041789	3635	OSCAR'S PRINTING & COPY CENTER	179.37	1
08/12/2021	POOL	00000041790	1100	PARRETT COMPANY	97.31	1
08/12/2021	POOL	00000041791	2085	PINE GROVE CEMETERY AUTHORITY	2,500.00	1
08/12/2021	POOL	00000041792	3511	PLERUS	148.87	1
08/12/2021	POOL	00000041793	3739	PRAXAIR DISTRIBUTION INC	95.70	1
08/12/2021	POOL	00000041794	4684	PRIDE THE PORTABLE TOILET COMPANY	680.00	3
08/12/2021	POOL	00000041795	4987	PUBLIC AGENCY TRAINING COUNCIL	350.00	1
08/12/2021	POOL	00000041796	4986	RESCUE SOLUTIONS INTERNATIONAL INC.	230.00	1
08/12/2021	POOL	00000041797	2065	RIDGE AUTO PARTS	230.57	4

BANK CODE: POOL CHECK DATE: 08/12/2021 INVOICE PAY DATE FROM 08/10/2021 TO 08/10/2021

Check Date	Bank	Check #	Vendor Code	Vendor Name	Amount	# Invoices
08/12/2021	POOL	00000041798	MISC	RIPLEY, TRACY	25.00	1
08/12/2021	POOL	00000041799	3944	ROLLING PRAIRIE EXCAVATING	246.00	1
08/12/2021	POOL	00000041800	4703	SAFEBUILT LLC	15,992.03	1
08/12/2021	POOL	00000041801	2374	SEIFERT'S FARM SUPPLY	154.00	2
08/12/2021	POOL	00000041802	1084	SEMCO ENERGY GAS CO.	378.83	1
08/12/2021	POOL	00000041803	3302	SHAFFNER TIRE	1,147.04	3
08/12/2021	POOL	00000041804	3199	SITTIG ASSESSMENT SERVICES LLC	2,142.50	1
08/12/2021	POOL	00000041805	3288	SNAP-ON TOOLS	749.00	1
08/12/2021	POOL	00000041806	3156	STAPLES	228.96	1
08/12/2021	POOL	00000041807	4186	STAR UNIFORMS	29.00	1
08/12/2021	POOL	00000041808	4815	STURGEONS TREE SURGEONS	4,700.00	1
08/12/2021	POOL	00000041809	2467	TELE-RAD INC	12.76	1
08/12/2021	POOL	00000041810	4153	TILLERY, RUSSELL	50.00	1
08/12/2021	POOL	00000041811	4453	TRUGREEN PROCESSING CENTER	225.00	1
08/12/2021	POOL	00000041812	2969	USA BLUEBOOK	1,634.31	5
08/12/2021	POOL	00000041813	4487	VYSKOCIL, KATHRYN	50.00	1
08/12/2021	POOL	00000041814	4505	WELLS FARGO VENDOR FIN SERV	1,191.58	1
08/12/2021	POOL	00000041815	3614	WORKING WELL	35.00	1

Num Checks: 76

Num Stubs: 0

Num Invoices: 144

Total Amount: 197,115.91



Watson
7/23/2021

Engineering • Architecture • Land Surveying

CITY OF NEW BUFFALO
City Hall
224 W. Buffalo Street
New Buffalo, MI 49117

RECEIVED
JUL 22 2021
CITY OF NEW BUFFALO

INVOICE

No. 136038
07/15/2021

21-0751 2021 Streets Resurfacing Project

Project Manager: Jason W. Marquardt

Completing final design, bidding documents, and recommendation for award. Professional services completed through 6/30/2021.

Invoice Amount

\$5,950.40

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

403-903-976.2



Engineering • Architecture • Land Surveying

CITY OF NEW BUFFALO

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

D. Watson
8/9/2021

INVOICE

No. 136277
07/30/2021

19-0636 As-Needed Public Works and Parks Technical Assistance

Project Manager: Anthony C. McGhee

Boundary / Topo Work - Shoreline Drive

Invoice Amount

\$1,200.00

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

C|L|F

THE CURCIO LAW FIRM

16905 Birchview Drive
Nunica, Michigan 49448

INVOICE

Invoice # 351
Date: 08/01/2021
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
351	7/1/21	7/31/21	\$1,600.50

De Watson
8/3/2021

INVOICE GL DISTRIBUTION REPORT
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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 000							
101-000-033.000	08/06/21	DEPRIZIO, JOSEPH	UB refund for account: 0000002736	08/06/2021	08/13/21	22.62	41760
101-000-033.000	08/06/21	DRW	UB refund for account: 0000002758	08/06/2021	08/13/21	12.24	41763
Total For Dept 000						34.86	
Dept 101 LEGISLATIVE							
101-101-720.000	08/04/21	MML - WORKERS COMPENSATION FUN	POLICY PREMIUM 7/1/2021 THRU 7/1/20.	3261206	08/10/21	8.67	41780
101-101-903.000	05/13/21	NEW BUFFALO TIMES	NEWSPAPER PUBLICE NOTICES/05/13/21-	9424	08/10/21	772.00	41785
Total For Dept 101 LEGISLATIVE						780.67	
Dept 172 EXECUTIVE							
101-172-720.000	08/04/21	MML - WORKERS COMPENSATION FUN	POLICY PREMIUM 7/1/2021 THRU 7/1/20.	3261206	08/10/21	104.65	41780
Total For Dept 172 EXECUTIVE						104.65	
Dept 215 CLERK							
101-215-720.000	08/04/21	MML - WORKERS COMPENSATION FUN	POLICY PREMIUM 7/1/2021 THRU 7/1/20.	3261206	08/10/21	60.74	41780
101-215-801.000	08/02/21	BAVARIAN INN LODGE	CLERKS TRAINING LODGING--N. GRIFFEN	080621	08/10/21	127.33	41748
101-215-801.000	08/02/21	BAVARIAN INN LODGE	CLERKS TRAINING LODGING --A. FIDLER	080521	08/10/21	127.33	41749
Total For Dept 215 CLERK						315.40	
Dept 253 TREASURER							
101-253-720.000	08/04/21	MML - WORKERS COMPENSATION FUN	POLICY PREMIUM 7/1/2021 THRU 7/1/20.	3261206	08/10/21	60.74	41780
101-253-831.000	08/02/21	APTUS&C	ANNUAL MEMBERSHIP--ASSOC. OF PUBLIC	23868	08/10/21	159.00	41746
101-253-853.000	08/01/21	VYSKOCIL, KATHRYN	PHONE STIPEND/08/01/21/VYSKOCIL	08/01/21	08/10/21	50.00	41813
Total For Dept 253 TREASURER						269.74	
Dept 257 ASSESSOR							
101-257-818.000	07/27/21	SITTIG ASSESSMENT SERVICES LLC		072721	08/10/21	2,142.50	41804
Total For Dept 257 ASSESSOR						2,142.50	
Dept 262 ELECTIONS							
101-262-756.000	08/02/21	PLERUS	QVF VOTER ID CARDS	14275	08/10/21	148.87	41792
Total For Dept 262 ELECTIONS						148.87	
Dept 266 ATTORNEY							
101-266-826.400	08/04/21	CHARLES NICHOLAS CURCIO	LEGAL SERVICES JULY 2021	351	08/10/21	1,600.50	41753
Total For Dept 266 ATTORNEY						1,600.50	
Dept 276 CEMETERY							
101-276-969.000	08/01/21	PINE GROVE CEMETERY AUTHORITY	CEMETERY/08/01/21	08/01/21	08/10/21	2,500.00	41791
Total For Dept 276 CEMETERY						2,500.00	
Dept 298 GENERAL GOVERNMENT							
101-298-720.000	08/04/21	MML - WORKERS COMPENSATION FUN	POLICY PREMIUM 7/1/2021 THRU 7/1/20.	3261206	08/10/21	213.15	41780
101-298-728.000	07/23/21	STAPLES	OFFICE SUPPLIES/GEN GOV	6035517820074317	08/10/21	228.96	41806
101-298-751.000	07/01/21	NEW BUFFALO AREA SCHOOLS	NBAS GAS USAGE/07/01/21-07/31/21	555	08/10/21	2.84	41782
101-298-818.200	08/02/21	ABONMARCHE CONSULTANTS INC	ENGINEER OF RECORD: BOUNDARY/TOPO W	136277	08/10/21	1,200.00	41742
101-298-854.200	07/23/21	VERIZON WIRELESS	VERIZON/06/24/21-07/23/21	9884732011	08/10/21	153.93	41739
101-298-854.300	06/29/21	CDW GOVERNMENT	IT HARDWARE/GEN GOV	G240482	08/10/21	130.77	41752
101-298-854.300	07/19/21	CDW GOVERNMENT	IT HARDWARE AND EQUIPMENT/GEN GOV	H069045	08/10/21	165.72	41752
101-298-854.300	07/13/21	CDW GOVERNMENT	IT HARDWARE AND EQUIPMENT/GEN GOV	G780567	08/10/21	132.64	41752
101-298-854.300	07/13/21	CDW GOVERNMENT	IT HARDWARE AND EQUIPMENT/GEN GOV	G789175	08/10/21	161.08	41752
101-298-920.000	06/05/21	INDIANA MICHIGAN POWER	ELECTRIC/GEN GOV/POLICE/06/05/21-07	04342433929-069	08/10/21	628.25	41731
101-298-920.000	08/04/21	COMCAST	COMCAST CITY HALL	080221	08/10/21	256.79	41734
101-298-920.000	07/01/21	CITY OF NEW BUFFALO	WATER BILL/GEN GOV/STREET/PARK/FIRE	07/31/21	08/10/21	332.63	41754

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Fund 101 GENERAL FUND							
Dept 298 GENERAL GOVERNMENT							
101-298-920.000	07/01/21	SEMCO ENERGY GAS CO.	SEMCO/6/25/21-7/26/21	07/01/21	08/10/21	20.58	41802
101-298-931.000	07/14/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/GEN GOV/07/14/21	0714219505	08/10/21	155.35	41761
101-298-931.000	07/28/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/CITY HALL/07/28/2	0728219505	08/10/21	155.35	41761
Total For Dept 298 GENERAL GOVERNMENT						3,938.04	
Dept 305 POLICE							
101-305-720.000	08/04/21	MML - WORKERS COMPENSATION FUND	POLICY PREMIUM 7/1/2021 THRU 7/1/20	3261206	08/10/21	2,114.80	41780
101-305-751.000	07/01/21	NEW BUFFALO AREA SCHOOLS	NBAS GAS USAGE/07/01/21-07/31/21	555	08/10/21	1,286.11	41782
101-305-768.000	07/31/21	STAR UNIFORMS	UNIFORMS/POLICE	24395-1	08/10/21	29.00	41807
101-305-801.000	07/21/21	PUBLIC AGENCY TRAINING COUNCIL	FTO MANAGEMENT SCHOOL/TILLERY/POLICE	257120	08/10/21	350.00	41795
101-305-818.000	07/29/21	INTEGRA CERT. DOCUMENT DESTRUCTION	DOCUMENT DESTRUCTION/POLICE	0027574375	08/10/21	42.79	41771
101-305-851.000	07/01/21	TELE-RAD INC	INTEREST PMT ON INVOICE RECEIVED LA	4NEWPD	08/10/21	12.76	41809
101-305-853.000	08/01/21	CLUSTER, MICHAEL	PHONE STIPEND/8/1/21/CLUSTER	08/01/21	08/10/21	50.00	41756
101-305-853.000	08/01/21	TILLERY, RUSSELL	PHONE STIPEND/AUGUST/2021/TILLERY	08/01/21	08/10/21	50.00	41810
101-305-853.000	07/23/21	VERIZON WIRELESS	VERIZON/06/24/21-07/23/21	9884732011	08/10/21	309.44	41739
101-305-920.000	06/05/21	INDIANA MICHIGAN POWER	ELECTRIC/GEN GOV/POLICE/06/05/21-07	04342433929-069	08/10/21	628.26	41731
101-305-920.000	08/04/21	COMCAST	COMCAST CITY HALL	080221	08/10/21	256.79	41734
101-305-920.000	07/01/21	CITY OF NEW BUFFALO	WATER BILL/GEN GOV/STREET/PARK/FIRE	07/31/21	08/10/21	170.68	41754
101-305-920.000	07/01/21	SEMCO ENERGY GAS CO.	SEMCO/6/25/21-7/26/21	07/01/21	08/10/21	20.59	41802
101-305-931.000	07/14/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/POLICE/POLICE	0714219705	08/10/21	117.53	41761
101-305-931.000	07/28/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/POLICE/07/28/21	0728219705	08/10/21	117.53	41761
101-305-933.000	07/19/21	RESCUE SOLUTIONS INTERNATIONAL	EQUIPMENT/POLICE	0719212	08/10/21	230.00	41796
101-305-939.000	07/15/21	NEW BUFFALO HARDWARE	GALLON ACID/POLICE	A202985	08/10/21	13.99	41784
101-305-943.000	07/19/21	PARRETT COMPANY	EQUIPMENT RENTAL/POLICE	59564	08/10/21	97.31	41790
Total For Dept 305 POLICE						5,897.58	
Dept 336 FIRE							
101-336-720.000	08/04/21	MML - WORKERS COMPENSATION FUND	POLICY PREMIUM 7/1/2021 THRU 7/1/20	3261206	08/10/21	318.97	41780
101-336-751.000	07/01/21	NEW BUFFALO AREA SCHOOLS	NBAS GAS USAGE/07/01/21-07/31/21	555	08/10/21	94.50	41782
101-336-818.000	08/01/21	NEW BUFFALO TOWNSHIP	CONTRACTED FIRE SERVICE/AUGUST/2021	08/01/21	08/10/21	2,000.00	41787
101-336-853.000	08/01/21	HUSTON, CHRISTOPHER	PHONE STIPEND/08/01/21/HUSTON	08/01/21	08/10/21	50.00	41769
101-336-920.000	07/16/21	COMCAST	FIRE DEPT COMCAST	071621	07/16/21	268.78	41728
101-336-920.000	06/05/21	INDIANA MICHIGAN POWER	ELECTRIC/FIRE/06/05/21-07/06/21	04031410105-06	08/10/21	282.95	41731
101-336-920.000	07/01/21	CITY OF NEW BUFFALO	WATER BILL/GEN GOV/STREET/PARK/FIRE	07/31/21	08/10/21	322.28	41754
101-336-920.000	07/01/21	SEMCO ENERGY GAS CO.	SEMCO/6/25/21-7/26/21	07/01/21	08/10/21	19.43	41802
Total For Dept 336 FIRE						3,356.91	
Dept 371 INSPECTION SERVICES							
101-371-751.000	07/01/21	NEW BUFFALO AREA SCHOOLS	NBAS GAS USAGE/07/01/21-07/31/21	555	08/10/21	113.24	41782
101-371-819.000	06/30/21	SAFEBUILT LLC	INSPECTION SERVICES/6/2021	0078627-IN	08/10/21	6,624.83	41800
101-371-819.100	06/30/21	SAFEBUILT LLC	INSPECTION SERVICES/6/2021	0078627-IN	08/10/21	1,287.00	41800
101-371-819.200	06/30/21	SAFEBUILT LLC	INSPECTION SERVICES/6/2021	0078627-IN	08/10/21	3,023.10	41800
101-371-819.300	06/30/21	SAFEBUILT LLC	INSPECTION SERVICES/6/2021	0078627-IN	08/10/21	1,907.10	41800
101-371-819.400	06/30/21	SAFEBUILT LLC	INSPECTION SERVICES/6/2021	0078627-IN	08/10/21	3,150.00	41800
Total For Dept 371 INSPECTION SERVICES						16,105.27	
Dept 442 STREET OPERATING							
101-442-716.000	08/02/21	FERRELL, ROBERT	REFUND OF BCBS HEALTH INS PAYMENT O	081021	08/10/21	64.35	41740
101-442-720.000	08/04/21	MML - WORKERS COMPENSATION FUND	POLICY PREMIUM 7/1/2021 THRU 7/1/20	3261206	08/10/21	2,347.02	41780
101-442-751.000	07/01/21	NEW BUFFALO AREA SCHOOLS	NBAS GAS USAGE/07/01/21-07/31/21	555	08/10/21	80.00	41782
101-442-756.000	07/19/21	ROLLING PRAIRIE EXCAVATING	COLD PATCH/RISER RINGS/STREET	3802	08/10/21	246.00	41799
101-442-756.000	07/21/21	NEW BUFFALO HARDWARE	OPERATINF SUPPLIES/STREET	A204136	08/10/21	1.66	41783
101-442-756.000	07/23/21	NEW BUFFALO HARDWARE	CEMENT/STREET	A204397	08/10/21	40.45	41783

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Fund 101 GENERAL FUND							
Dept 442 STREET OPERATING							
101-442-756.000	07/22/21	PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL/STREET	64927795	08/10/21	95.70	41793
101-442-756.000	07/22/21	USA BLUEBOOK	OPERATING SUPPLIES/MANHOLDER HOOKS/	672102	08/10/21	846.29	41812
101-442-767.000	07/06/21	GRAINGER	PRO SERIES/STREET	9953804581	08/10/21	229.79	41766
101-442-767.000	07/13/21	SNAP-ON TOOLS	SCAN TOOL SOFTWARE UPDATE/STREET	071321130612	08/10/21	749.00	41805
101-442-768.000	07/24/21	BRADY STAMBAUGH	CLOTHING ALLOWANCE REIMBURSEMENT/STA	07/24/21	08/10/21	53.44	41751
101-442-818.000	07/26/21	OCCUSCREEN, LLC	CRIMINAL RECORDS SCREENING/PARK/STR	172960	08/10/21	81.00	41788
101-442-818.000	07/31/21	WORKING WELL	DRUG SCREEN/STREET	0031170-00	08/10/21	35.00	41815
101-442-818.120	07/23/21	STURGEONS TREE SURGEONS	TREE REMOVAL MICHIGAN/WATER/EAGLE S'	1038	08/10/21	4,700.00	41808
101-442-853.000	08/01/21	BOLTON, JOSHUA	PHONE STIPEND/8/1/21/BOLTON	08/01/21	08/10/21	50.00	41750
101-442-853.000	07/23/21	VERIZON WIRELESS	VERIZON/06/24/21-07/23/21	9884732011	08/10/21	40.01	41739
101-442-903.000	04/15/21	NEW BUFFALO TIMES	NEW BUFFALO TIMES/PUBLIC NOTICE	9425	08/10/21	264.00	41785
101-442-920.000	07/01/21	INDIANA MICHIGAN POWER	ELECTRIC/STREETS/CONSOLIDATED/07/01	04706607555-07	08/10/21	334.51	41731
101-442-920.000	08/04/21	COMCAST	COMCAST STREETS DEPT 09748	080121	08/10/21	199.59	41736
101-442-920.000	07/01/21	CITY OF NEW BUFFALO	WATER BILL/GEN GOV/STREET/PARK/FIRE	07/31/21	08/10/21	671.81	41754
101-442-920.000	07/01/21	SEMCO ENERGY GAS CO.	SEMCO/6/25/21-7/26/21	07/01/21	08/10/21	18.43	41802
101-442-931.000	07/14/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/GARAGE/07/14/21	0714210105	08/10/21	66.21	41761
101-442-931.000	07/28/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/STREET/07/28/21	0728210105	08/10/21	66.21	41761
101-442-933.000	07/21/21	RIDGE AUTO PARTS	SHIFT INDICATOR RELAY/STREET	438906	08/10/21	16.31	41797
101-442-933.000	07/13/21	RIDGE AUTO PARTS	EQUIPMENT MAINTENANCE/STREET	438364	08/10/21	124.33	41797
101-442-935.100	08/02/21	HOCHBERG, IRA	BOAT SLIP PURCHASE	081021	08/10/21	58,000.00	41733
101-442-939.000	07/06/21	RIDGE AUTO PARTS	VEHICLE REPAIR/	437938	08/10/21	75.94	41797
Total For Dept 442 STREET OPERATING						69,497.05	
Dept 448 STREET LIGHTING							
101-448-926.000	07/01/21	INDIANA MICHIGAN POWER	ELECTRIC/STREET LIGHTING/CONSOLIDAT	04459418614-07	08/10/21	138.89	41731
101-448-926.000	07/01/21	INDIANA MICHIGAN POWER	ELECTRIC/STREET LIGHTING/07/01/21-0	04023785704-08	08/10/21	1,780.16	41770
Total For Dept 448 STREET LIGHTING						1,919.05	
Dept 523 SOLID WASTE COLLECTION							
101-523-818.000	09/01/21	LAKESHORE RECYCLING & DISPOSAL	DUMPSTER SERVICE/SEPT/2021	127898SEPT	08/10/21	1,027.00	41775
101-523-818.000	09/01/21	LAKESHORE RECYCLING & DISPOSAL	WEEKLY CURBSIDE PICKUP/09/2021	127899SEPT	08/10/21	21,120.28	41775
Total For Dept 523 SOLID WASTE COLLECTION						22,147.28	
Dept 651 AMBULANCE SERVICE							
101-651-818.000	07/01/21	MEDIC 1	AMBULANCE/07/01/21-07/31/21	07/01/21	08/10/21	9,283.42	41778
Total For Dept 651 AMBULANCE SERVICE						9,283.42	
Dept 721 PLANNING COMMISSION							
101-721-903.000	05/13/21	NEW BUFFALO TIMES	NEWSPAPER PUBLIC NOTICE/05/13/21-	9424	08/10/21	98.00	41785
101-721-903.000	04/15/21	NEW BUFFALO TIMES	NEW BUFFALO TIMES/PUBLIC NOTICE	9425	08/10/21	88.00	41785
Total For Dept 721 PLANNING COMMISSION						186.00	
Dept 722 ZONING							
101-722-903.000	05/13/21	NEW BUFFALO TIMES	NEWSPAPER PUBLIC NOTICE/05/13/21-	9424	08/10/21	98.00	41785
101-722-903.000	04/15/21	NEW BUFFALO TIMES	NEW BUFFALO TIMES/PUBLIC NOTICE	9425	08/10/21	804.00	41785
Total For Dept 722 ZONING						902.00	
Total For Fund 101 GENERAL FUND						141,129.79	
Fund 105 PNBALRSB							
Dept 670							
105-670-881.110	08/02/21	FRIENDS OF BERRIEN COUNTY TRAI	DONATION TO MARQUETTE GREENWAY MAST	080221	08/10/21	2,000.00	41732
Total For Dept 670						2,000.00	

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Fund 105 PNBALRSB							
Total For Fund 105 PNBALRSB						2,000.00	
Fund 202 MAJOR STREET FUND							
Dept 463 ROUTINE MAINTENANCE							
202-463-751.000	07/01/21	NEW BUFFALO AREA SCHOOLS	NBAS GAS USAGE/07/01/21-07/31/21	555-2	08/10/21	578.57	5196
Total For Dept 463 ROUTINE MAINTENANCE						578.57	
Total For Fund 202 MAJOR STREET FUND						578.57	
Fund 203 LOCAL STREET FUND							
Dept 463 ROUTINE MAINTENANCE							
203-463-751.000	07/01/21	NEW BUFFALO AREA SCHOOLS	NBAS GAS USAGE/07/01/21-07/31/21	555-2	08/10/21	115.71	5196
Total For Dept 463 ROUTINE MAINTENANCE						115.71	
Total For Fund 203 LOCAL STREET FUND						115.71	
Fund 208 PARK FUND							
Dept 000							
208-000-255.000	07/27/21	RIPLEY, TRACY	DEPOSIT REFUND--OSELKA PARK RENTAL	072721	08/10/21	25.00	41798
Total For Dept 000						25.00	
Dept 691 PARK							
208-691-720.000	08/04/21	MML - WORKERS COMPENSATION FUND	POLICY PREMIUM 7/1/2021 THRU 7/1/2021	3261206	08/10/21	705.32	41780
208-691-751.000	07/01/21	NEW BUFFALO AREA SCHOOLS	NBAS GAS USAGE/07/01/21-07/31/21	555	08/10/21	514.86	41782
208-691-756.000	07/01/21	MODEL COVERALL	TRASH BAGS FOR BEACH AND TOWN	S0971758	08/10/21	3,840.00	41781
208-691-756.000	07/19/21	NEW BUFFALO HARDWARE	COBWEB DUSTER/PARK	A23658	08/10/21	11.99	41783
208-691-756.000	07/22/21	AMERICAN SAFETY & FIRST AID	FIRST AID SUPPLIES/LIFE GUARD	7.12323-IN	08/10/21	63.69	41744
208-691-756.000	07/21/21	NEW BUFFALO HARDWARE	OPERATING SUPPLIES/PARK	A204005	08/10/21	23.23	41783
208-691-756.000	07/06/21	NEW BUFFALO HARDWARE	WEATHER TAPE/PARK	A201589	08/10/21	44.48	41784
208-691-767.000	07/15/21	NEW BUFFALO HARDWARE	TOOL BAG/PARK	A202989	08/10/21	58.98	41783
208-691-767.000	07/30/21	NEW BUFFALO HARDWARE	SHOVELS/PARK	B79253	08/10/21	27.98	41784
208-691-818.000	07/22/21	PRIDE THE PORTABLE TOILET COMPANY	TOILET RENTAL/OSELKA PARK/06/25/21-	24771	08/10/21	90.00	41794
208-691-818.000	07/22/21	PRIDE THE PORTABLE TOILET COMPANY	TOILET RENTAL/DOG PARK/06/25/21-7/2-	24769	08/10/21	90.00	41794
208-691-818.000	07/18/21	PRIDE THE PORTABLE TOILET COMPANY	TOILET RENTAL/CITY PARKING LOT/HAND	24686	08/10/21	500.00	41794
208-691-818.000	07/26/21	OCCUSCREEN, LLC	CRIMINAL RECORDS SCREENING/PARK/STR	172960	08/10/21	51.00	41788
208-691-853.000	08/01/21	D'AMICO KRISTEN	PHONE STIPEND/08/01/21/D'AMICO	08/01/21	08/10/21	50.00	41759
208-691-853.000	07/23/21	VERIZON WIRELESS	VERIZON/06/24/21-07/23/21	9884732011	08/10/21	167.30	41739
208-691-920.000	07/01/21	INDIANA MICHIGAN POWER	ELECTRIC/PARKS/CONSOLIDATED/07/01/2	0454676623-07	08/10/21	2,011.38	41731
208-691-920.000	06/05/21	INDIANA MICHIGAN POWER	ELECTRIC/PARK/06/05/21-07/06/21	04523676007-06	08/10/21	13.80	41731
208-691-920.000	07/01/21	CITY OF NEW BUFFALO	WATER BILL/GEN GOV/STREET/PARK/FIRE	07/31/21	08/10/21	2,583.95	41754
208-691-920.000	07/01/21	SEMCO ENERGY GAS CO.	SEMCO/6/25/21-7/26/21	07/01/21	08/10/21	14.81	41802
208-691-931.000	07/14/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/OSELKA PARK/07/14	0714210525	08/10/21	76.70	41761
208-691-931.000	07/14/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BEACH/07/14/21	0714210505	08/10/21	69.18	41761
208-691-931.000	07/14/21	DOMESTIC UNIFORM RENTALS	EXTRA DELIVERY /JUMBO TISSUE CASE/	07/14/21	08/10/21	554.70	41761
208-691-931.000	07/28/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/OSELKA PARK/07/28	0728210525	08/10/21	76.70	41761
208-691-931.000	07/28/21	DOMESTIC UNIFORM RENTALS	EXTRA SUPPLIES/PARK/07/28/21	7/28/21	08/10/21	717.72	41762
208-691-931.000	07/28/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BEACH/PARK/07/28/	0728210505	08/10/21	69.18	41761
208-691-931.000	06/09/21	DOMESTIC UNIFORM RENTALS	REMAINING BALANCE/06/09/21/PARKS/EX	06/09/212	08/10/21	23.18	41762
208-691-932.000	07/08/21	NEW BUFFALO HARDWARE	ADHISIVE/PARK	A201855	08/10/21	4.99	41783
208-691-932.000	07/09/21	NEW BUFFALO HARDWARE	WASP SPRAY/PARK	A201990	08/10/21	23.07	41783
208-691-932.000	06/25/21	TRUGREEN PROCESSING CENTER	VEGETATION CONTROL/BASEBALL FIELDS/	141231840	08/10/21	225.00	41811
208-691-932.000	07/07/21	NEW BUFFALO HARDWARE	GROUNDS REPAIR/PARK	A201668	08/10/21	6.49	41784
208-691-932.000	07/01/21	NEW BUFFALO HARDWARE	GROUNDS REPAIR/PARK/USED A24988 CRE	B76584	08/10/21	93.96	41784
208-691-932.000	07/14/21	NEW BUFFALO HARDWARE	GROUNDS REPAIR/PARK	B78032	08/10/21	41.04	41784

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Fund 208 PARK FUND							
Dept 691 PARK							
208-691-933.000	07/20/21	SHAFFNER TIRE	TIRES PARKS TRAILER	07316	08/10/21	200.50	41803
208-691-933.000	07/01/21	SHAFFNER TIRE	MOWER TIRES/PARK	0006602	08/10/21	270.50	41803
208-691-933.200	07/22/21	JOHN DEERE FINANCIAL	EQUIPMENT LEASE/PARK	2527530	08/10/21	959.48	41738
208-691-933.200	07/22/21	JOHN DEERE FINANCIAL	EQUIPMENT LEASE/PARK	2527531	08/10/21	145.80	41738
208-691-939.000	07/20/21	SHAFFNER TIRE	MOWER TRUCK TIRES/PARK	007321	08/10/21	676.04	41803
208-691-979.300	04/15/21	NEW BUFFALO TIMES	NEW BUFFALO TIMES/PUBLIC NOTICE	9425	08/10/21	88.00	41785
Total For Dept 691 PARK						15,185.00	
Total For Fund 208 PARK FUND						15,210.00	
Fund 402 EQUIPMENT PURCHASE FUND							
Dept 902 CAPITAL							
402-902-981.200	07/17/21	WELLS FARGO VENDOR FIN SERV	TOOLCAT/SWEEPER/STREET/PARK/AUGUST/	5016004688	08/10/21	714.95	41814
402-902-981.300	07/17/21	WELLS FARGO VENDOR FIN SERV	TOOLCAT/SWEEPER/STREET/PARK/AUGUST/	5016004688	08/10/21	476.63	41814
Total For Dept 902 CAPITAL						1,191.58	
Total For Fund 402 EQUIPMENT PURCHASE FUND						1,191.58	
Fund 403 CAPITAL IMPROV CONSTRUCTION							
Dept 903							
403-903-976.200	07/27/21	ABONMARCHE CONSULTANTS INC	STREETS RESURFACING PROJECT--COMPLE'	136038	08/10/21	5,950.40	
Total For Dept 903						5,950.40	
Total For Fund 403 CAPITAL IMPROV CONSTRUCTION						5,950.40	
Fund 590 SEWER FUND							
Dept 000							
590-000-033.000	08/06/21	DEPRIZIO, JOSEPH	UB refund for account: 0000002736	08/06/2021	08/13/21	214.16	41760
Total For Dept 000						214.16	
Dept 537 SEWER							
590-537-836.000	08/02/21	GRSD SEWER AUTHORITY	OPERATING RESERVE BILLED--JULY	0000012069	08/10/21	59,885.00	41767
590-537-836.100	08/02/21	GRSD SEWER AUTHORITY	ANNUAL TELEMTRY FEE	0000012067	08/10/21	347.40	41767
590-537-920.000	07/01/21	INDIANA MICHIGAN POWER	ELECTRIC/SEWER/CONSOLIDATED/07/01/2	04598645309-07	08/10/21	3,265.03	41731
590-537-920.000	06/05/21	INDIANA MICHIGAN POWER	ELECTRIC/SEWER/06/05/21-07/06/21	040021860-069	08/10/21	18.07	41731
590-537-920.000	07/01/21	SEMCO ENERGY GAS CO.	SEMCO/6/25/21-7/26/21	07/01/21	08/10/21	82.87	41802
Total For Dept 537 SEWER						63,598.37	
Total For Fund 590 SEWER FUND						63,812.53	
Fund 591 WATER FUND							
Dept 000							
591-000-033.000	08/06/21	DEPRIZIO, JOSEPH	UB refund for account: 0000002736	08/06/2021	08/13/21	158.97	41760
591-000-033.000	08/06/21	DRW	UB refund for account: 0000002758	08/06/2021	08/13/21	635.37	41763
Total For Dept 000						794.34	
Dept 536 WATER							
591-536-720.000	08/04/21	MML - WORKERS COMPENSATION FUND	POLICY PREMIUM 7/1/2021 THRU 7/1/20	3261206	08/10/21	1,468.60	41780
591-536-751.000	07/01/21	NEW BUFFALO AREA SCHOOLS	NBAS GAS USAGE/07/01/21-07/31/21	555	08/10/21	272.64	41782
591-536-753.000	07/29/21	ALEXANDER CHEMICAL CORP	BLANKET PO FOR TREATMENT CHEMICALS	42645	08/10/21	84.00	41743
591-536-756.000	07/16/21	ETNA SUPPLY COMPANY	OPERATING SUPPLIES/WATER	S104036723	08/10/21	776.90	41764
591-536-756.000	07/19/21	NEW BUFFALO HARDWARE	BLEACH/WATER	A203773	08/10/21	12.98	41783
591-536-756.000	07/26/21	SEIFERT'S FARM SUPPLY	METER TILE/WATER	217299	08/10/21	42.00	41801
591-536-756.000	07/26/21	NEW BUFFALO HARDWARE	CONCRETE MIX/WATER	B78977	08/10/21	10.98	41783

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Fund 591 WATER FUND							
Dept 536 WATER							
591-536-756.000	07/30/21	ETNA SUPPLY COMPANY	OPERATING SUPPLIES/WATER	S104142389.001	08/10/21	568.50	41764
591-536-756.000	06/24/21	USA BLUEBOOK	OPERATING SUPPLIES/WATER	644286	08/10/21	156.70	41812
591-536-756.000	07/26/21	USA BLUEBOOK	OPERATING SUPPLIES/	674525	08/10/21	57.00	41812
591-536-756.200	07/19/21	ETNA SUPPLY COMPANY	METER REPLACEMENT PARTS/WATER	S104022653.002	08/10/21	420.00	41764
591-536-756.200	07/23/21	ETNA SUPPLY COMPANY	METER REPLACEMENT/WATER	S104116005.001	08/10/21	500.00	41764
591-536-756.200	07/23/21	ETNA SUPPLY COMPANY	METER REPLACEMENT/WATER/USED \$64.30	S104132621.001	08/10/21	775.70	41764
591-536-756.200	07/23/21	ETNA SUPPLY COMPANY	I PEARL METERS FOR METER STOCK X 30	S104132592.001	08/10/21	1,168.00	41764
591-536-756.200	07/30/21	ETNA SUPPLY COMPANY	METER REPLACEMENT PARTS/WATER	S104144423.001	08/10/21	505.00	41764
591-536-756.300	08/02/21	GRSD SEWER AUTHORITY	LAB TESTING JULY 20321	0000012068	08/10/21	164.00	41767
591-536-756.400	07/15/21	USA BLUEBOOK	LAB SUPPLIES/WATER	664342	08/10/21	443.38	41812
591-536-756.400	07/12/21	USA BLUEBOOK	LAB SUPPLIES/WATER	660131	08/10/21	130.94	41812
591-536-767.000	07/26/21	NEW BUFFALO HARDWARE	EQUIPMENT/WATER	A204987	08/10/21	24.46	41783
591-536-767.000	07/27/21	NEW BUFFALO HARDWARE	SHOVEL/WATER	A205093	08/10/21	24.99	41783
591-536-767.000	07/19/21	NEW BUFFALO HARDWARE	EQUIPMENT/WATER	B78408	08/10/21	135.09	41784
591-536-818.000	07/19/21	COUNTRY LANE REMODELING/MIKE I	DIG UP METER PIT/WATER	1789	08/10/21	150.00	41758
591-536-818.000	07/23/21	CITY SERVICES INC	EMERGENCY VALVE REPAIR/WATER	S104137049.001	08/10/21	12,500.00	41755
591-536-818.000	07/24/21	KENNETH L KORP	WATERPLANT POND ANIMAL CONTROL/WATE	07/24/21	08/10/21	150.00	41774
591-536-818.600	07/13/21	SEIFERT'S FARM SUPPLY	TUFF TUVE/WATER	217232	08/10/21	112.00	41801
591-536-853.000	08/01/21	ANDERSON, KENNETH	PHONE STIPEND/08/01/21/ANDERSON	08/01/21	08/10/21	50.00	41745
591-536-853.000	08/01/21	GRUENER, ROBERT	PHONE STIPEND/08/01/21/GRUENER	08/01/21	08/10/21	50.00	41768
591-536-853.000	08/01/21	JOHNSON, JEFFREY	PHONE STIPEND/08/01/21/JOHNSON	08/01/21	08/10/21	50.00	41773
591-536-903.000	05/13/21	NEW BUFFALO TIMES	NEWSPAPER PUBLIC NOTICE/05/13/21-	9424	08/10/21	632.00	41785
591-536-920.000	07/01/21	INDIANA MICHIGAN POWER	ELECTRIC/WATER/CONSOLIDATED/7/01/21	0435469681-07	08/10/21	824.26	41731
591-536-920.000	06/05/21	INDIANA MICHIGAN POWER	ELECTRIC/WATER/06/05/21-07/06/21	04909113708-06	08/10/21	18.68	41731
591-536-920.000	08/02/21	COMCAST	COMCAST WATER PLANT	080421	08/10/21	237.04	41735
591-536-920.000	07/01/21	SEMCO ENERGY GAS CO.	SEMCO/6/25/21-7/26/21	07/01/21	08/10/21	202.12	41802
591-536-931.000	07/14/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/WATER/07/14/21	0714210005	08/10/21	43.56	41761
591-536-931.000	07/28/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/WATER/07/28/21	0728210005	08/10/21	43.56	41761
591-536-933.000	07/11/21	NEW BUFFALO HARDWARE	EQUIPMENT/WATER	B77843	08/10/21	13.06	41783
591-536-933.000	07/12/21	NEW BUFFALO HARDWARE	EQUIPMENT/WATER	A22493	08/10/21	5.59	41783
591-536-933.000	07/08/21	RIDGE AUTO PARTS	MEYER YELLOW BLADE/	438105	08/10/21	13.99	41797
591-536-987.000	07/30/21	ETNA SUPPLY COMPANY	WATER MAIN EXTENSIONS/WATER	S104140449.001	08/10/21	853.00	41764
			Total For Dept 536 WATER			23,690.72	
			Total For Fund 591 WATER FUND			24,485.06	
Fund 594 HARBOR OPERATIONS							
Dept 597 HARBOR OPERATIONS							
594-597-720.000	08/04/21	MML - WORKERS COMPENSATION FUND	MML WORKERS COMP 7/1/21 THRU 7/1/20.	080321	08/10/21	118.34	
594-597-756.000	07/15/21	CITYS PURE ICE	ICE/BOAT RAMP/HARB	0185752	08/10/21	96.90	
594-597-756.000	07/17/21	NEW BUFFALO HARDWARE	HOSE/HARB	B78217	08/10/21	65.48	
594-597-756.000	07/22/21	AMERICAN SAFETY & FIRST AID	FIRST AID SUPPLIES/MARINA/HARB	7.1235-IN	08/10/21	14.96	
594-597-756.000	07/17/21	CITYS PURE ICE	ICE DELIVERY/MARINA/07/17/21	0186119	08/10/21	118.80	
594-597-756.000	07/15/21	MENARDS	OPERATING SUPPLIES/MARINA	80905	08/10/21	94.55	
594-597-756.000	07/16/21	NEW BUFFALO HARDWARE	HOSE/HARB	A203307	08/10/21	54.99	
594-597-756.000	07/22/21	FEDEX	FEDEX /BOAT LAUNCH	6579	08/10/21	161.06	
594-597-818.000	07/22/21	PRIDE THE PORTABLE TOILET COM	TOILET RENTAL/BOAT LAUNCH/06/25/21-	24770	08/10/21	90.00	
594-597-818.000	07/26/21	OCCUSCREEN, LLC	NEW HIRE CRIMINAL SCREENING/MARINA	172960-2	08/10/21	70.00	
594-597-920.000	08/04/21	COMCAST	COMCAST MARINA	080321	08/10/21	511.93	5071
594-597-931.000	07/14/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/MARINA/HARB/07/14	0714210515	08/10/21	74.47	
594-597-931.000	07/14/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BOAT RAMP/HARB/07	0714210535	08/10/21	45.20	
594-597-931.000	07/10/21	NEW BUFFALO HARDWARE	MOP/MARINA/HARB	B77737	08/10/21	33.98	
594-597-931.000	07/21/21	MIDWEST GLASS & MIRROR	REPLACE MIRRORS MEN/WOMAN BATHROOMS	76183	08/10/21	630.00	

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Fund 594 HARBOR OPERATIONS							
Dept 597 HARBOR OPERATIONS							
594-597-931.000	07/28/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/BOAT RAMP/HARB/07	0728210535	08/10/21	45.20	
594-597-931.000	07/28/21	DOMESTIC UNIFORM RENTALS	BUILDING SUPPLIES/MARINA/HARB/07/28	0728210515	08/10/21	74.47	
594-597-931.000	07/28/21	DOMESTIC UNIFORM RENTALS	EXTRA SUPPLIES/HARB/07/28/21	07/28/21	08/10/21	358.85	
594-597-931.000	07/23/21	NEW BUFFALO HARDWARE	BULB/HARB	B78761	08/10/21	19.99	
594-597-931.000	07/07/21	NEW BUFFALO HARDWARE	ENTRY LOCKSET/	B77375	08/10/21	33.99	
594-597-932.000	07/23/21	MENARDS	TANK SPRAYER/HD WALL MOUNT HOSE REE	81437	08/10/21	868.93	
594-597-932.000	07/06/21	MENARDS	PSI INDUCTION/HARB	80314	08/10/21	259.99	
594-597-932.000	07/21/21	NEW BUFFALO HARDWARE	GROUNDS REPAIR/HARB	B78566	08/10/21	12.96	
594-597-932.000	07/21/21	NEW BUFFALO HARDWARE	ELBOW/HARB/07/21/21	B78562	08/10/21	43.96	
594-597-932.000	07/21/21	NEW BUFFALO HARDWARE	GROUNDS REPAIR/HARB	A204021	08/10/21	142.37	
594-597-932.000	07/27/21	NEW BUFFALO HARDWARE	GROUNDS REPAIR/HARB	A205036	08/10/21	25.01	
594-597-932.000	08/04/21	EMC-ELECTRICAL MAINTENANCE & C	WIRE NEW PEDESTALS/MARINA	8242	08/10/21	700.35	
Total For Dept 597 HARBOR OPERATIONS						4,766.73	
Total For Fund 594 HARBOR OPERATIONS						4,766.73	
Fund 703 CURRENT TAX FUND							
Dept 000							
703-000-230.100	08/06/21	BERRIEN COUNTY TREASURER	COUNTY SET 7/13 THRU 018/03	080521 SET	08/06/21	135,778.79	2247
703-000-230.100	08/06/21	BERRIEN COUNTY TREASURER	COUNTY GENERAL 7/13 THRU 08/03	080621	08/06/21	107,898.24	2247
703-000-230.200	08/06/21	NEW BUFFALO AREA SCHOOLS	SUMMER: SCHOOL OP 7/13 THRU 08/03	080321	08/06/21	147,752.45	2248
Total For Dept 000						391,429.48	
Total For Fund 703 CURRENT TAX FUND						391,429.48	

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Fund Totals:								
			Fund 101 GENERAL FUND			141,129.79		
			Fund 105 PNBALRSB			2,000.00		
			Fund 202 MAJOR STREET FUND			578.57		
			Fund 203 LOCAL STREET FUND			115.71		
			Fund 208 PARK FUND			15,210.00		
			Fund 402 EQUIPMENT PURCHASE FUND			1,191.58		
			Fund 403 CAPITAL IMPROV CONSTRUCTION			5,950.40		
			Fund 590 SEWER FUND			63,812.53		
			Fund 591 WATER FUND			24,485.06		
			Fund 594 HARBOR OPERATIONS			4,766.73		
			Fund 703 CURRENT TAX FUND			391,429.48		
Total For All Funds:							<u>650,669.85</u>	
--- TOTALS BY GL DISTRIBUTION ---								
		101-000-033.000	GARBAGE			34.86		
		101-101-720.000	WORKER'S COMPENSATION INS			8.67		
		101-101-903.000	PRINTING & PUBLISHING			772.00		
		101-172-720.000	WORKER'S COMPENSATION INS			104.65		
		101-215-720.000	WORKER'S COMPENSATION INS			60.74		
		101-215-801.000	EDUCATION & TRAINING			254.66		
		101-253-720.000	WORKER'S COMPENSATION INS			60.74		
		101-253-831.000	MEMBERSHIPS & DUES			159.00		
		101-253-853.000	PHONE BILLS & STIPENDS			50.00		
		101-257-818.000				2,142.50		
		101-262-756.000	OPERATING SUPPLIES			148.87		
		101-266-826.400	OTHER LEGAL MATTERS			1,600.50		
		101-276-969.000				2,500.00		
		101-298-720.000	WORKER'S COMPENSATION INS			213.15		
		101-298-728.000	OFFICE SUPPLIES			228.96		
		101-298-751.000	GASOLINE			2.84		
		101-298-818.200	ENGINEERING			1,200.00		
		101-298-854.200	SOFTWARE EXPENSE			153.93		
		101-298-854.300	IT HARDWARE & EQUIPMENT			590.21		
		101-298-920.000	UTILITIES			1,238.25		
		101-298-931.000	BUILDING REPAIR & MAINTENANCE			310.70		
		101-305-720.000	WORKER'S COMPENSATION INS			2,114.80		
		101-305-751.000	GASOLINE			1,286.11		
		101-305-768.000	UNIFORMS			29.00		
		101-305-801.000	EDUCATION & TRAINING			350.00		
		101-305-818.000	PROFESSIONAL & CONTRACTUAL			42.79		
		101-305-851.000	RADIO/VIDEO MAINTENANCE			12.76		
		101-305-853.000	TELEPHONE			409.44		
		101-305-920.000	UTILITIES			1,076.32		
		101-305-931.000	BUILDING REPAIR & MAINTENANCE			235.06		
		101-305-933.000	EQUIPMENT & MAINTENANCE			230.00		
		101-305-939.000	VEHICLE REPAIR & MAINTENANCE			13.99		
		101-305-943.000	EQUIPMENT RENTAL			97.31		
		101-336-720.000	WORKER'S COMPENSATION INS			318.97		
		101-336-751.000	GASOLINE			94.50		
		101-336-818.000	PROFESSIONAL & CONTRACTUAL			2,000.00		
		101-336-853.000	MONTHLY STIPEND			50.00		
		101-336-920.000	UTILITIES			893.44		
		101-371-751.000	GASOLINE			113.24		
		101-371-819.000	BUILDING INSPECTIONS			6,624.83		
		101-371-819.100	MECHANICAL INSPEC FEE			1,287.00		
		101-371-819.200	ELECTRICAL INSPECTION FEE			3,023.10		
		101-371-819.300	PLUMBING INSPECTOR			1,907.10		

INVOICE GL DISTRIBUTION REPORT
 POST DATES 07/14/2021 - 08/10/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		101-371-819.400	RENTAL INSPECTIONS			3,150.00	
		101-442-716.000	HEALTH INSURANCE			64.35	
		101-442-720.000	WORKER'S COMPENSATION INS			2,347.02	
		101-442-751.000	GASOLINE			80.00	
		101-442-756.000	OPERATING SUPPLIES			1,230.10	
		101-442-767.000	EQUIPMENT/SMALL TOOLS			978.79	
		101-442-768.000	UNIFORMS			53.44	
		101-442-818.000	NEW HIRE SCREENING			116.00	
		101-442-818.120	TREE REMOVAL MICHIGAN/WATER/EAGLE STR			4,700.00	
		101-442-853.000	TELEPHONE			90.01	
		101-442-903.000	PRINTING & PUBLISHING			264.00	
		101-442-920.000	UTILITIES			1,224.34	
		101-442-931.000	BUILDING REPAIR & MAINTENANCE			132.42	
		101-442-933.000	EQUIPMENT & MAINTENANCE			140.64	
		101-442-935.100	STORM SEWER REPAIR & MAINT			58,000.00	
		101-442-939.000	VEHICLE REPAIR & MAINTENANCE			75.94	
		101-448-926.000	STREET LIGHTING			1,919.05	
		101-523-818.000	PROFESSIONAL & CONTRACTUAL			22,147.28	
		101-651-818.000				9,283.42	
		101-721-903.000	PRINTING & PUBLISHING			186.00	
		101-722-903.000	PRINTING & PUBLISHING			902.00	
		105-670-881.110	CAPITAL PROJECTS			2,000.00	
		202-463-751.000	GASOLINE			578.57	
		203-463-751.000	GASOLINE			115.71	
		208-000-255.000	CUST DEP PAYABLE			25.00	
		208-691-720.000	WORKER'S COMPENSATION INS			705.32	
		208-691-751.000	GASOLINE			514.86	
		208-691-756.000	OPERATING SUPPLIES			3,983.39	
		208-691-767.000	EQUIPMENT/SMALL TOOLS			86.96	
		208-691-818.000	RENEWAL SCREENING			731.00	
		208-691-853.000	TELEPHONE			217.30	
		208-691-920.000	UTILITIES			4,623.94	
		208-691-931.000	BUILDING REPAIR & MAINTENANCE			1,587.36	
		208-691-932.000	GROUNDS REPAIR & MAINT			394.55	
		208-691-933.000	EQUIPMENT & MAINTENANCE			471.00	
		208-691-933.200	EQUIPMENT LEASES			1,105.28	
		208-691-939.000	VEHICLE REPAIR & MAINTENANCE			676.04	
		208-691-979.300	LIFEGUARD RECRUITMENT & TRAINING			88.00	
		402-902-981.200	STREET VEHICLES & EQUIPMENT			714.95	
		402-902-981.300	PARK VEHICLES & EQUIPMENT			476.63	
		403-903-976.200	STREET PAVING PROGRAM			5,950.40	
		590-000-033.000	SEWER USAGE			214.16	
		590-537-836.000	GRSD OPERATING RESERVE BILLED			59,885.00	
		590-537-836.100	GRSD MAINTENANCE			347.40	
		590-537-920.000	UTILITIES			3,365.97	
		591-000-033.000	TURN ON/OFF			794.34	
		591-536-720.000	WORKER'S COMPENSATION INS			1,468.60	
		591-536-751.000	GASOLINE			272.64	
		591-536-753.000	BLANKET PO FOR TX CHEMICALS 201-2022			84.00	
		591-536-756.000	OPERATING SUPPLIES			1,625.06	
		591-536-756.200	METER REPLACEMENT			3,368.70	
		591-536-756.300	MISC TESTING SUPPLIES&TESTING			164.00	
		591-536-756.400	LAB SUPPLIES			574.32	
		591-536-767.000	EQUIPMENT/SMALL TOOLS			184.54	
		591-536-818.000	PROFESSIONAL & CONTRACTUAL			12,800.00	
		591-536-818.600	CONTRACTUAL-WATER TAPS			112.00	
		591-536-853.000	TELEPHONE			150.00	
		591-536-903.000	PRINTING & PUBLISHING			632.00	
		591-536-920.000	UTILITIES			1,282.10	

INVOICE GL DISTRIBUTION REPORT
 POST DATES 07/14/2021 - 08/10/2021
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		591-536-931.000	BUILDING REPAIR & MAINTENANCE			87.12	
		591-536-933.000	EQUIPMENT & MAINTENANCE			32.64	
		591-536-987.000	WATER MAIN EXTENSIONS			853.00	
		594-597-720.000	WORKER'S COMPENSATION INS			118.34	
		594-597-756.000	OPERATING SUPPLIES			606.74	
		594-597-818.000	NEW HIRE SCREENING			160.00	
		594-597-920.000	UTILITIES			511.93	
		594-597-931.000	BUILDING REPAIR & MAINTENANCE			1,316.15	
		594-597-932.000	GROUNDS REPAIR & MAINT			2,053.57	
		703-000-230.100	DUE TO BERRIEN COUNTY			243,677.03	
		703-000-230.200	DUE TO NEW BUFFALO SCHOOLS			147,752.45	

REVENUE AND EXPENDITURE REPORT FOR CITY OF NEW BUFFALO

PERIOD ENDING 07/31/2021

% Fiscal Year Completed: 8.49

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

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE 07/31/2021	END BALANCE 06/30/2021	ACTIVITY FOR MONTH 07/31/21	AVAILABLE BALANCE	% BDGT USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET					
Fund 594 - HARBOR OPERATIONS								
Revenues								
594-000-651.100	TRANSIENT MARINA FEES	45,000.00	45,000.00	11,149.43	70,766.66	11,149.43	33,850.57	24.78
594-000-652.000	BOAT LAUNCHING FEES	53,000.00	53,000.00	16,815.00	72,468.00	16,815.00	36,185.00	31.73
594-000-652.100	BOAT LAUNCH FEES-COMMERCIAL	28,000.00	28,000.00	1,096.00	23,946.00	1,096.00	26,904.00	3.91
594-000-653.200	ICE/MECHANDISE SALES	1,200.00	1,200.00	132.00	491.00	132.00	1,068.00	11.00
594-000-665.000	INTEREST EARNED	0.00	0.00	2.46	6.77	2.46	(2.46)	100.00
594-000-678.000	REIMBURSEMENTS	0.00	0.00	0.00	11,670.00	0.00	0.00	0.00
594-000-699.000	TRANSFER FROM GENERAL	0.00	0.00	0.00	25,000.00	0.00	0.00	0.00
594-000-699.600	TRANSFER FROM PARKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		127,200.00	127,200.00	29,194.89	204,348.43	29,194.89	98,005.11	22.95
Expenditures								
594-597-705.000	SALARIES SUPERVISION	15,000.00	15,000.00	930.18	4,653.46	930.18	14,069.82	6.20
594-597-706.100	SALARIES-OVERTIME	500.00	500.00	162.00	108.00	162.00	338.00	32.40
594-597-706.160	SALARIES-BOAT LAUNCH	36,000.00	36,000.00	3,306.02	31,946.49	3,306.02	32,693.98	9.18
594-597-706.200	SALARIES- PT MARINA	25,000.00	25,000.00	3,522.05	17,588.70	3,522.05	21,477.95	14.09
594-597-706.400	SALARIES--PARKING ENF	0.00	0.00	415.85	705.37	415.85	(415.85)	100.00
594-597-707.000	SALARIES PART-TIME	0.00	0.00	133.95	337.05	133.95	(133.95)	100.00
594-597-714.000	MEDICARE	885.00	885.00	122.58	401.61	122.58	762.42	13.85
594-597-715.000	SOCIAL SECURITY TAX	3,500.00	3,500.00	524.15	1,717.31	524.15	2,975.85	14.98
594-597-720.000	WORKER'S COMPENSATION INS	500.00	500.00	0.00	118.34	0.00	500.00	0.00
594-597-721.000	UNEMPLOYMENT COMPENSATION	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
594-597-722.000	DRUG TESTING/MEDICAL EXPENSE	500.00	500.00	0.00	210.00	0.00	500.00	0.00
594-597-728.000	OFFICE SUPPLIES	500.00	500.00	0.00	706.28	0.00	500.00	0.00
594-597-756.000	OPERATING SUPPLIES	2,000.00	2,000.00	432.83	941.31	432.83	1,567.17	21.64
594-597-756.500	MERCHANDISE	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
594-597-767.000	EQUIPMENT/SMALL TOOLS	500.00	500.00	0.00	482.50	0.00	500.00	0.00
594-597-768.000	UNIFORMS	0.00	0.00	0.00	412.79	0.00	0.00	0.00
594-597-807.000	AUDIT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
594-597-818.000	PROFESSIONAL & CONTRACTUAL	3,000.00	3,000.00	355.17	65,780.42	355.17	2,644.83	11.84
594-597-818.200	ENGINEERING	2,000.00	2,000.00	0.00	8,850.00	0.00	2,000.00	0.00
594-597-903.000	PRINTING & PUBLISHING	0.00	0.00	160.41	0.00	160.41	(160.41)	100.00
594-597-916.000	LIABILITY INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
594-597-920.000	UTILITIES	7,500.00	7,500.00	751.83	9,605.49	751.83	6,748.17	10.02
594-597-931.000	BUILDING REPAIR & MAINTENANCE	5,000.00	5,000.00	783.65	3,624.99	783.65	4,216.35	15.67
594-597-932.000	GROUNDS REPAIR & MAINT	5,500.00	5,500.00	3,744.93	10,719.77	3,744.93	1,755.07	68.09
594-597-933.000	EQUIPMENT & MAINTENANCE	1,000.00	1,000.00	0.00	410.02	0.00	1,000.00	0.00
594-597-956.200	REFUNDS	1,500.00	1,500.00	0.00	1,197.88	0.00	1,500.00	0.00
594-597-963.000	BANK FEES	500.00	500.00	0.00	0.00	0.00	500.00	0.00
594-597-970.000	CAPITAL IMPROVEMENTS	5,000.00	5,000.00	0.00	852.39	0.00	5,000.00	0.00
TOTAL EXPENDITURES		120,385.00	120,385.00	15,345.60	161,370.17	15,345.60	105,039.40	12.75
Fund 594 - HARBOR OPERATIONS:								
TOTAL REVENUES		127,200.00	127,200.00	29,194.89	204,348.43	29,194.89	98,005.11	22.95
TOTAL EXPENDITURES		120,385.00	120,385.00	15,345.60	161,370.17	15,345.60	105,039.40	12.75
NET OF REVENUES & EXPENDITURES		6,815.00	6,815.00	13,849.29	42,978.26	13,849.29	(7,034.29)	203.22



TO: Mayor Humphrey and the New Buffalo City Council

FROM: Darwin Watson, City Manager

DATE: August 16, 2021

RE: Oselka Park Infield Maintenance

ITEM BEFORE THE COUNCIL:

Approval of the reconditioning of the infields at Oselka Park by Hostetler Lawn & Landscaping

DISCUSSION:

The city owns Oselka Park, which is the location of several ball fields. As a part of ongoing maintenance and in preparation for the upcoming spring activities, it has become necessary to recondition the infields. Staff received a quote from Hostetler Lawn & Landscaping in the amount of \$16,560 (see documentation).

This expenditure was budgeted for the 2021-2022 fiscal year.

RECOMMENDATION:

That Mayor Humphrey and the New Buffalo City Council approve the awarding of the reconditioning of the ball fields at Oselka Park to Hostetler Lawn & Landscaping in the amount of \$16,560.

"Building YOUR Field of Dreams"
HOSTETLER LAWN & LANDSCAPING, INC.
Sports Fields • Site Work • Ball Mix • Turf Seeding

July 18, 2021

New Buffalo Parks Department
224 West Buffalo Street
New Buffalo, MI 49117

Attn: Kristen D'Amico, Parks Director

Re: Reconditioning of Three (3) Infields at Oselka Park

West Diamond (Skin Infield): Grass borders edged; 40 +/- tons of infield ball mix delivered, leveled and graded; new bases installed. **Project Cost: \$2,920**

Center Diamond (Grass Infield): Grass borders edged; 120 +/- tons of infield ball mix delivered, leveled and graded; new bases installed. **Project Cost: \$6,860**

East Diamond (Skin Infield): Grass borders edged; 120 +/- tons of infield ball mix delivered, leveled and graded; new bases installed. **Project Cost: \$6,780**

Thank you for the opportunity to bid on your projects. Call my cell phone @574-536-2376 if you have any questions.

Best Regards,

Ron Hostetler



TO: Mayor Humphrey and the New Buffalo City Council

FROM: Darwin Watson, City Manager

DATE: May 17, 2021

RE: Board Appointments – New Buffalo Area Recreation Authority

ITEM BEFORE THE COUNCIL:

Approval of Board Appointments to the New Buffalo Area Recreation Authority

DISCUSSION:

The city approved the Articles of Incorporation (the Articles) for the New Buffalo Area Recreation Authority at its May 17, 2021 meeting. Per the Articles, the City of New Buffalo, New Buffalo Township and New Buffalo Area Schools are to appoint two (2) members apiece.

In accordance with the City Charter and Code of Ordinances, the Mayor makes recommendations, with the approval of the Council, for board and committee appointments. The Mayor has recommended the appointment of Nora Howe and Michelle Wolfe to represent the City of New Buffalo on the New Buffalo Area Recreation Authority. The terms of these appointments are for three (3) years.

RECOMMENDATION:

That Mayor Humphrey and the New Buffalo City Council approve the appointments to the New Buffalo Area Recreation Authority.



TO: Mayor Humphrey and the New Buffalo City Council

FROM: Darwin Watson, City Manager

DATE: August 16, 2021

RE: Special Event Application Amendment – Farmer’s Market

ITEM BEFORE THE COUNCIL:

Approval of amending the Special Event Application for the Farmer’s Market

DISCUSSION:

The city approved the Special Event Application for the New Buffalo Farmer’s Market at its March 15, 2021 meeting. The original application listed the requested dates as every Thursday from May 27, 2021 – September 2, 2021.

Recently, the city received a request to amend the ending date until September 16, 2021, which would add two (2) additional Thursday dates (September 9th and September 16th).

RECOMMENDATION:

That New Buffalo City Council approve amending the New Buffalo Farmer’s Market Special Event ending date to September 16, 2021.

Special Event Application Form



224 W. Buffalo St.
New Buffalo, MI 49117
Phone: 269-469-1500
Fax: 269-469-7917

Important: Please fill out each item as completely as possible, to allow your application to be processed as quickly as possible, without unnecessary delays. Please return the completed, signed application, along with a \$100.00 non-refundable application fee, with any necessary attachments, to the City Hall, at the address shown at the left.

Special Events must be approved by the City Council, which meets on the Third Tuesday each month. We recommend submitting your application at least two months before your event, to allow time for review and satisfy all requirements before approval.

Applicant Information

Name of Special Event: New Buffalo Farmers Market

Sponsoring Organization (if applicable): New Buffalo Business Association

Mailing/billing Address: _____

City/State/ZIP Code: _____

TIN: _____

Contact Person(s): Audrey Tuszynski _____ Abby Voss _____ Traci Lauricella _____

Business Phone: 888-660-6222 Cell Phone: _____ Fax: _____

info@newbuffalofarmersmarket.com.

E-mail Address(es): _____

Event Information

**A separate event schedule and/or description may be attached in response to questions 1 through 5.*

***For any question, if there is not room to include a complete response, please include the response on a separate attachment and note "see attached". When providing information in an attachment, please refer to the appropriate question number(s) to help the City staff review the application.*

1. What is the requested day(s), date(s), and time(s) of the Special Event: WEEKLY 3-8p
Thursday: 5/27,6/3, 6/10,6/17, 6/24, 7/1,7/8,7/15, 7/22,7/29, 8/5,8/12,8/19,8/26,9/2

2. Is there a requested alternative date(s)? [YES] [NO] NO

• If yes, please provide the alternative date(s): _____

3. Please describe the event(s): In person/on foot market specializing in sales and consumption of farm/food consumables (70%) and sales of other small business goods (30%) FREE EVENT for all visitors

4. What is the requested location(s) of the event(s): Whittaker st from East Merchant North, to East Mechanic Street

5. Provide estimate number of people attending this event: _____ mandates _____

Please complete the following checklist regarding your event and special needs: More detailed instructions are included on the following pages. Please use additional sheets where appropriate for more detailed responses.

- 6. Is this event expected to be a reoccurring event in a future calendar year? Yes No
Normal Annual Date? _____ End of May-Labor Day _____
- 7. Have you included a map indicating the location of your event and **schedule**?* Yes No
- 8. Will this event include the use of signs? Yes No
 - Directional _____ Road Closed & Restricted _____ Yes No
 - Other _____ Farmers Market ^{Parking} Barricades on barricades and flags Yes No
- 9. Is the applicant seeking special parking arrangements, such as reserved parking?* Yes No
- 10. Is the applicant requiring utility connections, such as electric or water services? Yes No
- 11. Does the applicant require other public services? Yes No
 - Barricades Date Installed: Thursday 1pm Date Removed: Same Day 9pm Yes No
 - Fencing Date Installed: _____ Date Removed: _____ Yes No
 - Street Sweeping and/or Mowing Yes No
 - Rubbish Containers Date Installed: _____ Date Removed: _____ Yes No
 - Recycling Containers Date Installed: _____ Date Removed: _____ Yes No
 - Police Yes No
 - Other: _____ Yes No
 - Map included indicating locations of these services/facilities?* Yes No
- 12. Does the applicant have any security or safety concerns/requirements? Yes No
- 13. Are you requesting assistance from the Police Department? ******Yes No
- 14. Are you requesting assistance from the Fire Department? ******Yes No
- 15. Are you requesting assistance from the Park/Streets? ******Yes No
- 16. Is the applicant requesting assistance from an outside agency or contractor for providing services and/or facilities? Yes No
- 17. Will the event include loud or unusual sounds?*

 - Musicians Yes No
 - Singers Yes No
 - Amplified Announcers Yes No
 - Carnival Rides Yes No
 - Motor Vehicle Noises Yes No
 - Generators Yes No
 - Other _____ Yes No

- 18. Will the event include food/vendors?* Yes No
- 19. Will the event require sanitation services?* Yes No
- 20. Will the event require transportation services?* Yes No
- 21. Will the event include unusual lighting beyond what is normal at that location? Yes No
- 22. Are alcoholic beverages proposed to be served as part of the event?*

 - Have all necessary liquor licenses been obtained or applied for? Yes No

- 23. Does the applicant have any other requests that are not listed in this form? Yes No
- 24. The applicant is required to provide general liability insurance coverage with respect to the event as follows:

* Indicates attachments required

****Fees for Police and Fire man power and services will be determined by Police Chief and Fire Chief.**
*****DPW-City of New Buffalo will provide 2 City Street Dept. employees to assist applicant up to ½ hour (one-hour total) at no cost to applicant. If services are required beyond one hour, the applicant shall pay \$65.00 per hour, on an available basis.**

Insurance Requirements

1. Low Hazard: A minimum of \$500,000 per occurrence and aggregate limit of liability for personal injury, bodily injury and property damage.
2. Medium Hazard: General Liability with broad form general liability endorsement or equivalent. Limits of liability shall not be less than \$1,000,000 per occurrence and aggregate combined single limit for personal injury, bodily injury and property damage.
3. High Hazard: General Liability with broad form general liability endorsement or equivalent. Limits of liability shall not be less than \$2,000,000 per occurrence and aggregate combined single limit for personal injury, bodily injury and property damage.
4. Special Hazard: General Liability with broad form general liability endorsement or equivalent. Limits of liability shall not be less than \$3,000,000 per occurrence and aggregate combined single limit for personal injury, bodily injury and property damage. The City Manager/City Clerk may require higher limits.
5. Liquor Liability: A minimum of \$3,000,000 per occurrence aggregate limit of liability.

Have you attached a Certificate of Insurance and endorsement listing the City of New Buffalo as an additional named insured?

Yes X No

6. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. *Note:* Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
7. **An Event Map and Schedule of event** – If your event will use streets, sidewalks, or parks will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), security, signage, exits, port-o-johns, remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request. (Please see page 7 to complete the map(s) and schedule information in greater detail.)
8. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
9. **Is the applicant requesting special parking arrangements – such as limiting parking areas to certain groups of users?** No special event request will be inclusive of any guaranteed reserved parking. Applicants may submit a detailed request defining the reason and specific need for the designated parking request. The only vehicles permitted inside of the venue will be utilized for the containment and preservation of perishable goods.
10. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Park Superintendent to review what utilities are available in requested

area, and provide a description or map showing the utilities requested. The City will call Miss Dig to identify utility lines 2 weeks before event.

11. **Does the applicant have any other requests for public services?** If yes, you must coordinate with the Park Superintendent to determine if assistance from Public Services is appropriate and available. The applicant may be charged for these services.
12. **Does the applicant have any security or safety needs?** If yes, you must contact the Chief of Police to determine what assistance from the Police Department is appropriate and available, and then provide a description of services or security plan the Police Department has for approval. The applicant shall be charged for these services.
13. **Is the applicant requesting assistance from the Police Department?** If yes, you must contact the Police Chief to determine what assistance from the Police Department is appropriate and available, and provide a description of the services the Police Department has indicated it could provide. The applicant shall be charged for these services.**
14. **Is the applicant requesting assistance from the Fire Department in addressing these concerns?** If yes, you must contact the Fire Chief to determine what assistance from the Fire Department is appropriate and available, and provide a description of the services the Fire Department has indicated it could provide. The applicant may be charged for these services.**
15. **Is the applicant requesting assistance from the Park/Streets Department in addressing these concerns?** If yes, you must contact the Department of Public Works Director to determine what assistance from the Streets/Parks Department is appropriate and available, and provide a description of the services the Streets/Parks Department has indicated it could provide. The applicant shall be charged for these services.***
16. **Is the applicant requesting assistance from an outside agency or contractor for providing services and/or facilities?** If yes, you must please attach information indicating all of these contractors on this application. It is your responsibility to make sure each agency or contractor has a minimum of 1,000,000 liabilities polices and has named you or your organization as a rider of a special event.
17. **Will the event include loud or unusual sounds, such as musicians, singers, amplified announcers, carnival rides, motor vehicle noises, generators beyond those regularly present in the location, etc.?** If yes, you must please attach information indicating all of these on this application along with a detailed schedule and hours of event date(s).
18. **Will the event include Food Vendors?** If yes, please include a list of food vendors with any and all pertinent information. In addition, the following are also required:
 - a. **Special Waste:** All grease, charcoal, etc., must be disposed of properly – not left in the street/park or poured down a sewer. The producer or city employee will review the space, if a vendor is not present, the City reserves the right to determine the cleanliness of the space and charge for clean-up.
 - b. **Fire Extinguisher:** Every vending space used for cooking must have an approved fire extinguisher. These extinguishers must be carbon dioxide or multipurpose dry chemical, a minimum of twenty pounds.

****Fees for Police and Fire man power and services will be determined by Police Chief and Fire Chief.**

*****DPW-City of New Buffalo will provide 2 City Street Dept. employees to assist applicant up to ½ hour (one-hour total) at no cost to applicant. If services are required beyond one hour, the applicant shall pay \$65.00 per hour, on an available basis.**

- c. You must fill out and mail in the TFE License Application to the Berrien County Health Dept. 2106 S M-139 Benton Harbor, MI 49022 (P: 269.927.5623 / F: 269.927.2960). License must be posted at booth when in operation.
- d. All water and/or electrical requirements need to be discussed and planned for prior to the event. Only approved electrical hook-ups are allowed, generators, use of city 110/220 outlets, etc. At no time is a vendor or producer allowed to rig an electrical hook-up without a licensed electrician.

19. Will the event require Sanitation Services? If yes, the producer must indicate the location of waste bins inside and dumpster outside of the event on the site map and include the vendor name and contact information.

20. Will the event require transportation services? If yes, the drop off/pick up locations, vehicles used and vendor name and contact information must be indicated on the site map.

21. Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties? If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, electrical needs, and whether the lighting is constant or intermittent during those times.

22. Will alcoholic beverages be served as part of the event? If yes, you must complete the LCC temp liquor license application then receive approval from the Police Department of your intention to serve alcoholic beverages. This approval will be based on site map, security provided, hours, and status of applicant and along with board approval (non-profit, church, military only). Approval of the special event by the City does not constitute final approval to serve alcoholic beverages; any necessary approval of a liquor license is a separate process through the State MI Liquor Commission.

MI Liquor Control Commission: www.michigan.gov/lara/0,4601,7-154-10570---,00.html

You must have necessary paperwork completed and approved by Police Dept for a liquor license by 30 (thirty) days out from your event date(s). Please provide timeframe of expected receipt of license.

23. Please attach a separate sheet detailing any aspects of the event that are not specifically addressed in this form which the City should be aware to make a fully informed decision with regard to approval of the proposed event.

24. The applicant is required to provide general liability insurance coverage with respect to the event as outlined previously on Page 3. A Certificate of Insurance, with the City listed as an additional named insured and endorsement, must be filed at City Hall at least one calendar month before the event.

The City of New Buffalo PROHIBITS any and all painting of any city property, unless written authorization is given by the City. The City of New Buffalo PROHIBITS tent stakes to be driven into asphalt surfaces, use of weights is preferred unless written authorization is given by the City of New Buffalo. Events of those persons violating this policy will be canceled and no future event will be allowed.

In the event that a Special Events Permit is issued, Applicant shall supply to the City Clerk at the time it receives the Special Events Permit, the name, address and telephone number of the individual who is in charge of and/or responsible for the Applicant's activities which are subject to the Special Events Permit. Applicant shall be responsible for communicating all permit requirements and directions of the City to all vendors, concessionaires, workers, volunteers, attendees, invitees, and all others on City property pursuant to the permit. Applicant also covenants and agrees to fully cooperate with the City's officers and employees concerning or relating to any activity or use of City property conducted under the Special Events Permit. Permit will need to be posted on each event date(s) at the promoters/management station.

Applicant covenants and agrees to indemnify, protect, defend and save the City, its officers and employees harmless from any claim, action or suit for any loss, liability and damages that may be asserted or levied against the premises or the City, its officers or employees by reason of Applicant's use or occupancy of or its operations on the premises or by reason of any other person on the premises by its invitation or license, including any expenses, costs and attorney fees incurred in connection with any such claim, action or suit. In the event of any incident occurring on the premises resulting in any personal injury, including death, to any person, the indemnity, defense and hold harmless requirements shall include and extend to the person and property of Applicant, its employees and all persons on the premises at its invitation or consent. All property kept, stored or maintained in and on the premises, shall be so kept, stored or maintained at the risk of Applicant only.

Applicant covenants and agrees to strictly comply with all terms, conditions, covenants and agreements set forth in any Special Events Permit, which may be issued for the event covered by this application. All approvals are binding between the City and Applicant, no changes will be made or allowed after approval process is complete unless City is notified and approved changes in writing.

For any activity, event, carnival, or fair connecting to or modifying an existing electrical source or service, Applicant covenants and agrees to designate a licensed electrical contractor and secure an electrical permit in compliance under Article 525 of the current National Electric Code. Application for the electrical permit shall be obtained two weeks prior to the event and a copy provided to the City office. Inspections shall be requested by the electrical contractor prior to the opening of the event, or use of the electrical service. A licensed electrician in MI must provide all electrical needs or set up.

Applicant, on behalf of the organization, agrees to reimburse the City of New Buffalo for its "out-of-pocket" expenses related to the event. Expenses may include but are not limited to wages of City employees, including police, street and park employees and trash disposal tipping fees at landfills. City staff is readily accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. All City of New Buffalo invoices sent to organizations for reimbursement of out-of-pocket costs are due within thirty (30) days of billing.

Applications may be rejected if, in the sole judgment of the City, granting the application would not be in the best interest of the public health, safety, or welfare, through causing parking congestion, excessive disruption of traffic, blocking access to other properties, or reducing access for emergency vehicles; or if the public health, safety or welfare was negatively affected by previous similar special events or special events sponsored by the applicant; or if the applicant has previously failed to complete his or her responsibilities as sponsor of a special event.

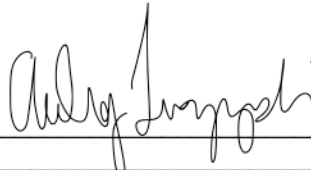
To the fullest extent permitted by law the undersigned agrees to defend, pay on behalf of, indemnify and hold harmless the City of New Buffalo, its elected and appointed officials, employees, agents and volunteers and others working on behalf of the City of New Buffalo against any and all claims, demands, suits or loss, including all costs connected therewith and for any damages which may be asserted, claimed or recovered against or from the City of New Buffalo, by reason of personal injury,

including bodily injury or death and/or property damage, including loss of use of thereof, which arises out of, or is in any way connected or associated with this contract.

The undersigned states he/she has full authority to execute this application on behalf of the Applicant and acknowledges receipt of a copy of the City's Special Events Policy and Procedures.

Applicant Signature

I hereby affirm that the information is true to the best of my knowledge and belief, and agree that the applicant will be responsible for making certain that the event follows the ordinances, rules and regulations of the City of New Buffalo, and that the event takes place in accordance with the application as approved by the New Buffalo City Council, including any conditions placed thereon. The applicant agrees and is responsible to communicate and enforce the information in this application to all vendors, contactors, outside agencies, or other parties working under applicant's authority. By signing this application, applicant acknowledges and agrees that the application fee is non-refundable, even in the event the application is denied.

Applicant signature:  _____
Date 02/04/21 _____
Applicant printed Name: Audrey Tuszynski Date: 02/04/21

MAPS/LOCATION – mark event items on map(s)

Check items below that apply to your event. **All items checked below must be indicated on the MAP(S).** Please note, **map(s) must be submitted with the Special Events & Festivals Application.**

- City property or city park use. Show locations of fencing, barriers, or barricades. Include streets and/or Sidewalks to be closed or barricaded on map(s). To ensure requested items, such as cones or barricades, are reserved and available for the day of the event, please complete the **CONES AND BARRICADE REQUEST FORM** and submit it with the Special Events & Festival Application. Requested items are available Monday through Friday during office hours between 8:00 a.m. and 4:00 p.m. should you require an alternate time a **\$50 After Hour Charge** will be assessed. Please note, if the Cones and Barricade Request Form is not submitted, the City of New Buffalo cannot guarantee the requested items will be available for the event, **first come – first served, limited quantity available.**

Barricade Request: Mark locations on maps. Barricades that are damaged or not returned to the Street Department will be charged \$85.00 per barricade.

Cone Request: Mark locations on maps. Cones that are damaged or not returned to the Street Department will be charged \$35.00 per cone.

Explain closure _____

Entertainment, dance, tent or stage. Mark locations on maps.

Event Command Post. Mark location on maps.

Dumpsters and/or trash containers. Mark location on maps. Vendor name and contact info

Portable toilet facilities. Mark locations on maps.

The City requires the use of portable toilet facilities for events expecting over 100 attendants. There must be a **minimum of 3 per 1,000** with 1 of the 3 being handicapped accessible. Vendor name and contact info must be included.

Parade. Mark beginning area, the route* (with arrows) and finish area on maps

Relay event. Indicate “hand-off” points and areas of participant equipment impact.

Fireworks/pyrotechnics site. Mark location on maps. Vendor name and contact info

Vendors/General Merchandise concession areas. Mark areas on maps. Name of contact person for vendor(s)
Promoter must have a list of all vendors, food, general contacts available at all times on site of event

Note: Number/permit will be given for all vendor inquiries. It is required that the Sponsoring Organization issue a paper permit to be displayed by vendor to let city and event staff know they are an approved vendor.

Event Schedule – Site Map(s)

Name: _____ Telephone: _____

City of New Buffalo Review

Department	Reviewed – Recommend Approval	Reviewed – Recommend Denial	Reviewed – See Comments
City Manager			
City Clerk			
Park Superintendent			
Street Superintendent			
Police Chief			
Fire Chief			
Other			

Comments

Post – Approval Follow-up

Event Application completed in full [YES] [NO]

Application Fee received by City [YES] [NO] Amount \$ _____

Park fees received [YES] [NO] Amount \$ _____

Fees waived [YES] [NO] Reason: _____

Liquor License Applied for and approved by City of New Buffalo Police Department [YES] [NO]

Insurance Policy of Promoter Received with Application [YES] [NO]

If no, date by which Insurance Policy must be received (one calendar month before the event) _____

Date Insurance Policy Received _____ By _____

Additional Insurance endorsement provided, or policy language included [YES] [NO]

New Buffalo City Council Approval/Denial

City Council Action: [APPROVED] [DENIED]

Date of City Council Action: _____

Festival Category: [1] [2] [3] [4] determined correctly [APPROVED] [DENIED]

City Manager Signature: _____

Date: _____

If denied by City Council, reason for denial: _____

Conditions or changes from application: _____

Copy to:

City Manager _____

City Clerk _____

Street Superintendent _____

Park Superintendent _____

Police Chief _____

Fire Chief _____

Other _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harbor Country Insurance Agency Inc 11 N. Elm St. P.O. Box 35 Three Oaks MI 49128		CONTACT NAME Karen Iazzetto PHONE (A/C, No, Ext) (269) 756-9564 E-MAIL ADDRESS kiazzetto@hcwi.net FAX (A/C, No) (269) 756-6005	
INSURED New Buffalo Business & Community PO Box 453 New Buffalo MI 49117-0453		INSURER(S) AFFORDING COVERAGE INSURER A Auto-Owners Insurance Co. NAIC # 18988 INSURER B INSURER C INSURER D INSURER E INSURER F	

COVERAGES

CERTIFICATE NUMBER: CL213302066

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLA MS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			16300641	02/04/2021	02/04/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						MED EXP (Any one person)	\$ 5,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PERSONAL & ADV NJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
							Premises/Operations	\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY NJURY (Per person)	\$
							BODILY NJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
							PER STATUTE	OTH-ER
							E.L. EACH ACC DENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 City of New Buffalo
 224 W. Buffalo St.

New Buffalo

MI 49117

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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New Buffalo Farmers Market

Vendor Booth Map - Summer 2021





TO: Mayor Humphrey and the New Buffalo City Council

FROM: Darwin Watson, City Manager

DATE: August 16, 2021

RE: Michigan Economic Development Corporation's Redevelopment Ready Communities (RRC) Program

ITEM BEFORE THE COUNCIL:

Support for Participation in the Michigan Economic Development Corporation's Redevelopment Ready Communities (RRC) Program

DISCUSSION:

The Michigan Economic Development Corporation offers the Redevelopment Ready Communities (RRC) program to municipalities across the state. RRC is a voluntary, no cost certification program promoting effective redevelopment strategies through a set of best practices. The program measures and then certifies communities that integrate transparency, predictability and efficiency into their daily development practices. The RRC certification is a formal recognition that a community has a vision for the future and the fundamental practices in place to get there.

In order to be vibrant and competitive, communities throughout Michigan must be ready for development. This involves planning for new investment and re-investment, identifying assets and opportunities, and focusing limited resources. Becoming a Certified Redevelopment Ready Community encourages business attraction and retention, offer superior customer service, and creates a streamlined development approval process making pertinent information available, anytime, for anyone to access and review.

The foundation of the program is the RRC Best Practices, which are developed by experts in the public and private sector. The Best Practices are the standard to achieve certification and designed to create a predictable and straightforward experience for investors, businesses and residents working within a community. Additionally, the best practices challenge communities to be flexible while seeking quality development that supports a sense of place.

RECOMMENDATION:

That the New Buffalo City Council approve the city's participation in the Michigan Economic Development Corporation's Redevelopment Ready Communities (RRC) Program.



**CITY OF NEW BUFFALO
RESOLUTION 21.19**

Resolution Authorizing the City of New Buffalo to Participate in the Michigan Economic Development Corporation (MEDC) Redevelopment Ready Communities Program

WHEREAS, the Michigan Economic Development Corporation (MEDC) has established the statewide Redevelopment Ready Communities (RRC) Program to empower communities to shape their future and maximize economic potential; and

WHEREAS, RRC is a program that provides technical assistance to and certifies Michigan communities who actively engage stakeholders and plan deliberate, fair and consistent processes; and

WHEREAS, the City of New Buffalo recognizes the value of the RRC Program and seeks to improve its redevelopment readiness via a detailed review of existing development processes; and

WHEREAS, the RRC program includes evaluating and strengthening the development-related partnerships between the City Commission and stakeholder organizations such as: the MEDC, New Buffalo Downtown Development Authority (DDA), New Buffalo Planning Commission (PC) and Berrien County.

NOW, THEREFORE, BE IT RESOLVED, the New Buffalo City Council is willing to participate in the MEDC Redevelopment Ready Communities Program, including increased interaction and partnership with the MEDC, DDA, PC, Berrien County and other stakeholders in the development review process; and

THEREFORE, BE IT FURTHER RESOLVED, it is the intention of the City of New Buffalo to utilize the RRC Best Practices and evaluation process to improve our processes and communication with stakeholders; and

THEREFORE, BE IT FINALLY RESOLVED that city administration is hereby authorized to proceed toward implementation of the recommendations necessary to receive RRC Certification from the MEDC.

Dated: August 16, 2021

Ayes:

Nays:

Abstain:

Absent:

This resolution shall become effective August 17, 2021.



RESOLUTION DECLARED:

Ann M. Fidler, City Clerk

CERTIFICATION

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

Ann M. Fidler, City Clerk



TO: Mayor Humphrey and the New Buffalo City Council

FROM: Darwin Watson, City Manager

DATE: August 16, 2021

RE: Michigan Department of Natural Resources (DNR) Land & Water Conservation Fund Program Grant

ITEM BEFORE THE COUNCIL:

Acceptance of the Michigan Department of Natural Resources Land & Water Conservation Fund Program Grant

DISCUSSION:

The City of New Buffalo applied to the Michigan DNR for the Land & Water Conservation Fund Program Grant. The purpose of the grant is to provide funding for Phase I of the Dune Walk Restoration project.

In July 2021, the city received notification that we were awarded the grant request in the amount of \$440,000, with the city's match/portion being \$110,000. The grant is reimbursable and was budgeted for the 2021-2022 fiscal year.

RECOMMENDATION:

That Mayor Humphrey and the New Buffalo City Council approves the acceptance of the Land & Water Conservation Fund Program Grant from the DNR in the amount of \$440,000.

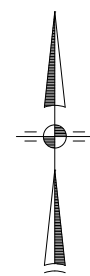
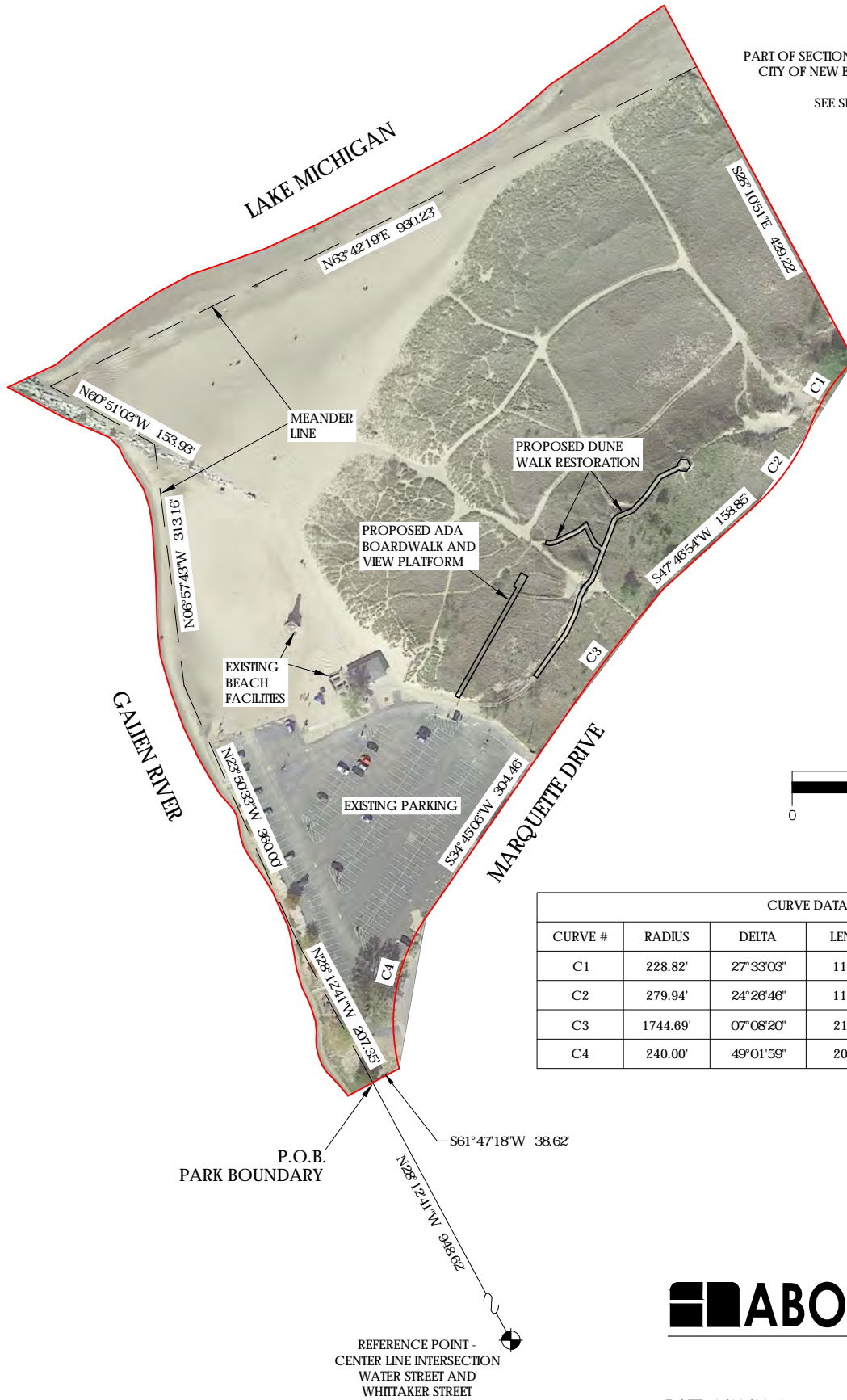
Additionally, city staff is authorized to execute the necessary documentation to be submitted to the Michigan Department of Natural Resources.

CITY OF NEW BUFFALO DUNE WALK STABILIZATION AND RESTORATION

PARK BOUNDARY MAP

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

SEE SHEET 2 OF 2 FOR DESCRIPTION.



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

P.O.B.
PARK BOUNDARY

REFERENCE POINT -
CENTER LINE INTERSECTION
WATER STREET AND
WHITTAKER STREET



CITY OF NEW BUFFALO DUNE WALK STABILIZATION AND RESTORATION

PARK BOUNDARY MAP

THAT PART OF SECTION 3 AND SECTION 4, TOWN 8 SOUTH, RANGE 21 WEST, CITY OF NEW BUFFALO, BERRIEN COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT IN THE NORTHERLY EXTENSION OF THE CENTER LINE OF WHITTAKER STREET, C5-8 DC-BH69B; BC FH & s%&fi (% K 9GHZ- (, * &: 99H FCA H 9DC-BHC: BHFG97HC B C: H 979BHDF @B9C: C5-8 K <H5?9F GF99H5B8 H 979BHDF @B9C: K 5HDF GF99HB H 97-HMC: B9K 6I : : 5C/H 9B797CBHBI-B; BC FH & s 12' 41" WEST, ON SAID CENTER LINE EXTENDED, 207.35 FEET TO A MEANDER LINE; THENCE ON SAID MEANDER LINE THE : C@@K-B; : C I F 7 C I F G9G BC FH & s) Sfi ' "K 9GHZ' * S"SS: 99HBC FH 'S*s) +fi("K 9GHZ' % '%: 99H H 9B79BC FH * Ss) %fS' "K 9GHZ%" " : 99H H 9B79BC FH *' s(&f% "95GHZ-' S'& : 99H H 9B79CCI H & s%&f) %'95GHZ(& "&: 99HC H 9 NORTHWESTERLY LINE OF MARQUETTE DRIVE; THENCE SOUTHWESTERLY 110.03 FEET ON SAID NORTHWESTERLY LINE AND THE 5F7 C: 5 '& , &: C CHF58-I G7I FJ 9HC H 9@ H H 97<CF8 C: K <=7< '695FGCCI H " &s" (fi (& K 9GHZ%, "- +: 99H THENCE SOUTHWESTERLY 119.44 FEET ON SAID NORTHWESTERLY LINE AND THE ARC OF A 279.94 FOOT RADIUS CURVE TO THE F= <H H 97<CF8 C: K <=7< '695FGCCI H ") s() f% "K 9GHZ%") (: 99H H 9B79CCI H (+s(*f) ("K 9GHZCB 'G5-8 NORTHWESTERLY LINE, 158.85 FEET; THENCE SOUTHWESTERLY 217.39 FEET ON SAID NORTHWESTERLY LINE AND A 1744.69 FOOT F58-I G7I FJ 9HC H 9@ H H 97<CF8 C: K <=7< '695FGCCI H " +s& f) ("K 9GHZ&@ "8) : 99H H 9B79CCI H " (s() fS* " WEST, ON SAID NORTHWESTERLY LINE, 304.46 FEET; THENCE SOUTHWESTERLY 205.39 FEET ON SAID NORTHWESTERLY LINE AND H 95F7 C: 5 '& S"SS: C CHF58-I G7I FJ 9HC H 9@ H H 97<CF8 C: K <=7< '695FGCCI H %SS%(fS+ "K 9GHZ% - "% : 99H H 9B79CCI H *%s(+f% "K 9GHZ' , * &: 99HC H 9DC-BHC: 69, -BB-B; "

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

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

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





Michigan Department of Natural Resources - Grants Management
**LAND AND WATER CONSERVATION FUND
 DEVELOPMENT PROJECT AGREEMENT**

*This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.
 CFDA 15.916, Outdoor Recreation, Acquisition, Development & Planning*

This Agreement is between **City of New Buffalo** in the county of **Berrien County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 703 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In Public Act **59 of 2019**, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund (LWCF) grant to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Dune Walk Stabilization and Restoration **Project Number:** 26-01826

Amount of grant: \$220,000.00 50% **PROJECT TOTAL:** \$440,000.00

Amount of match: \$220,000.00 50%

Start Date: Date of Execution by DEPARTMENT **End Date:** 02/29/2024

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by **09/26/2021**, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

 DUNS Number

 SIGMA Vendor Number SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED _____

By: _____

Grants Section Manager

 Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

DEPARTMENT CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

LWCF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, the development grant application bearing the number **26-01826** uploaded to MiRecGrants and the Land and Water Conservation Fund Project Agreement General Provisions (APPENDIX D) are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants and Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT. Commitments made by the DEPARTMENT to the SERVICE in APPENDIX D are binding upon the GRANTEE. In such cases where a provision of this AGREEMENT is in conflict with APPENDIX D, the provisions in APPENDIX D will prevail.
4. The time period allowed for project completion is from **07/28/2021** through **02/29/2024**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in the application.

- Boardwalk
- Landscaping
- Overlook or Observation Deck
- Recycle Bin(s)
- Signage
- Trash Bin(s)

7. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty Percent (50%)** of **Four Hundred and Forty Thousand dollars (\$440,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred and Twenty Thousand dollars (\$220,000.00)**.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty Percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

8. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to **Two Hundred and Twenty Thousand dollars (\$220,000.00)** in local match. This sum represents **Fifty Percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of section 106 consultation and engineering costs as provided for in Section 9 incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications, and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days of execution of this Agreement and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all overhead utility lines.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for

reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT , and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT , and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments . Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities
 - f. adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement ; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT may reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund . The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT , the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
9. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement . Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
10. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within **90 days of project completion and no later than 5/31/2024**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE .
11. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the

discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes pursuant to this Section may also require prior approval of the SERVICE.

12. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement .
13. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
14. Unless an exemption has been authorized by the DEPARTMENT , and as appropriate the SERVICE , pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
15. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement .
16. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT and the SERVICE .
17. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate , therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE .
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
18. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement .
19. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.

20. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
21. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement . Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
22. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
23. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
24. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement , whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
25. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
26. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
27. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
28. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
29. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water

Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program ;
and/or

- d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
- 30.** This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
- 31.** The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement
- 32.** The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
- 33.** The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 34.** The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
- 35.** The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.
- 36.** The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is attached.

APPENDIX D

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT GENERAL PROVISIONS

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual .
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement , and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements .

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance , or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and /or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement , and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III -I herein.
 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual .

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

-OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;

-43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs , Department of

the Interior;

-A-87, Cost Principles for State, Local, and Indian Tribal Governments; and

-A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project .

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster

Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties .
12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
 - (1) Place minority and women business firms on bidder's mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness .

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, 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 awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, 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 an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to 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 grantee'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:

- (1) The dangers of drug abuse in the workplace;*
- (2) The grantee's policy of maintaining a drug-free workplace;*
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and*
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and*
- (2) 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)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. 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)(2), with respect to any employee who is so convicted;

- (1) 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*
- (2) 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 paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) *The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:*

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) 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 (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) *Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) *The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

(2) *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.*

Revised 10/01/2008



TO: Mayor Humphrey and the New Buffalo City Council

FROM: Darwin Watson, City Manager

DATE: August 16, 2021

RE: Pay Request for Municipal Marina Rebuild

ITEM BEFORE THE COUNCIL:

Approval of final pay request for Municipal Marina rebuild (City Plumbing & Heating and McGuire's Professional Construction)

DISCUSSION:

The work has been completed on the Municipal Marina Rebuild. As a result, the contractors are requesting final payment with confirmation of work completion by Abonmarche (see documentation).

City Plumbing and Heating is requesting \$19,232.80 and McGuire's Professional Construction is requesting \$17,412.75.

The majority of these payments are a part of an insurance claim that will be reimbursed to the city (there are additional costs that are being borne by the city).

RECOMMENDATION:

That the New Buffalo City Council approve payments to City Plumbing & Heating and McGuire's Professional Construction in the amounts of \$19,232.80 and \$17,412.75, respectively.

Certificate of Substantial Completion

Project: Renovations to New Buffalo Public Marina Restrooms

Location: 100 Water Street, New Buffalo, MI 49117

Date: **June 17, 2021**

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

Architect: Abonmarche, 95 West Main, Benton Harbor, MI 49022

Contractor: City Plumbing & Heating, 407 State St., St. Joseph, MI 49085

All work on the project has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete.

Substantial completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the contract documents so that the Owner can occupy or utilize the location for its intended use.

The date of Substantial Completion of the project is established by this document.

Work items to be Completed or Corrected.

(There are no items to list for completion or corrections)

Unless otherwise agreed to in writing, the date of commencement of warranties for any items that provide a warranty shall be the same as the Substantial Completion date.

Architect:		Gary Folino Project Coordinator	Abonmarche	7/14/2021
	Signature	Title	Firm	Date
Contractor:		PRESIDENT	City Plumbing	6/21/2021
CAREY A. ROSS	Signature	Title	Firm	Date
Owner:			New Buffalo	
	Signature	Title	Firm	Date



P.O. Box 620
407 State Street
Saint Joseph, Michigan 49085
Phone: (269) 983-6595
Fax: (269) 983-2040

INVOICE

REMIT TO:
CITY PLUMBING & HEATING CO.
PO BOX 620
ST. JOSEPH, MI 49085

JOB LOCATION:
NEW BUFFALO MARINA
100 W WATER STREET
NEW BUFFALO, MI

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

INVOICE DATE: JUL 13, 2021
JOB NO: P3117
ACCOUNT NO: CIT500
INVOICE NO: 058865

FINAL BILLING 100% COMPLETE, CONTRACT PLUS EXTRAS:

ORIGINAL CONTRACT SUM	32,926.00
EXTRAS/CHANGE ORDERS:	
1) ERV UNITS AND TROUGH SINKS	7,237.00
3) REPAIR FROZEN WATER PIPES	765.00
REPLACE URNIAL AND TOILET	1,353.00
CONTRACT TOTAL	\$42,281.00
LESS PREVIOUS BILLING	(23,048.20)
TOTAL DUE THIS BILLING	\$19,232.80



Proposal

To: Gary Folino

Company: Abonmarche

From: Steve Cook

Date: 5/5/2021

Re: New Buffalo City Marina – 100 Water Street

Gary,

Following, please find our scope & pricing to reflect changes to the contract as required.

1- Change to 2 ERV's and add trough sinks:

Add \$7,237.00

2- Re-pipe main into building at backflow preventer so to provide isolation for building separate from south docks. Note: North dock lines are coming off the downstream building piping. North docks excluded.

Add: \$1675.00

2a- If it is desired to isolate north docks as well,

Add: \$1,325.00

3- Repair 2 broken lines (must have frozen over the winter) and pressure test to verify all other lines are ok.

Add: \$765.00

4- Kristen requested we price (2) gas fired tankless water heaters to replace the existing 80 gal. electric heater. Our price includes gas piping from new meter (meter costs by owner) to each new tankless heater. Flue & combustion air venting, piping, labor & permit.

Price: \$14,968.00

We expect the trough sinks to ship 5/21/21

Regards,

Steve Cook

Certificate of Substantial Completion

Project: Renovations to New Buffalo Public Marina Restrooms

Location: 100 Water Street, New Buffalo, MI 49117

Date: **June 17, 2021**

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

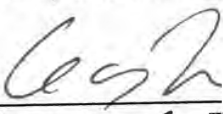

Architect: Abonmarche, 95 West Main, Benton Harbor, MI 49022

Contractor: McGuire's Construction, 335 Urbandale Ave., Benton Harbor, MI 49022

All work on the project has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the contract documents so that the Owner can occupy or utilize the location for its intended use. The date of Substantial Completion of the project is established by this document.

Work items to be Completed or Corrected.
(There are no items to list for completion or corrections)

Unless otherwise agreed to in writing, the date of commencement of warranties for any items that provide a warranty shall be the same as the Substantial Completion date.

Architect:		Project Coord.	Abonmarche	6/17/2021
	Signature	Title	Firm	Date
Contractor:		Project Manager	McGuire's Pro Constr.	6/18/21
	Signature	Title	Firm	Date
Owner:				
	Signature	Title	Firm	Date

McGuire's Professional Construction

335 Urbandale Ave
Benton Harbor, MI 49022



269-925-4632

BILL

Date	Bill #
6/9/2021	5798

Bill To
Gary Folino 303 Water Street New Buffalo, MI 49117

Job Location
New Buffalo Public Marina Restrooms

P.O. No.	Terms	Project
	Due on receipt	GC-21067 New Buff...

Description	Est Amt	Prior Amt	Prior %	Curr %	Total...	Amount
This invoice is for completion of New Buffalo Marina Bathrooms Renovations per bid GC-21067						
Renovations to New Buffalo Public Marina Restrooms						19,554.00
EXTRA: Repair Roof Damage						1,121.25
EXTRA: Stainless Steel caps						575.00
EXTRA: Labor to Install Stainless Steel caps						162.50
CREDIT for Sinks (did not complete stainless tops as per original bid)						-4,000.00

Thank you so much for your continued business.	Total	\$17,412.75
Please make checks payable to: McGuire's Professional Construction Credit card payments are accepted with a 4% fee	Payments/Credits	\$0.00
	Balance Due	\$17,412.75

Certificate of Substantial Completion

Project: Renovations to New Buffalo Public Marina Restrooms

Location: 100 Water Street, New Buffalo, MI 49117

Date: **June 17, 2021**

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

Architect: Abonmarche, 95 West Main, Benton Harbor, MI 49022

Contractor: Mead & White Electrical, 9895 Red Arrow Hwy., Bridgman, MI 49106

All work on the project has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete.

Substantial completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the contract documents so that the Owner can occupy or utilize the location for its intended use.


The date of Substantial Completion of the project is established by this document.

Work items to be Completed or Corrected.

(There are no items to list for completion or corrections)

Unless otherwise agreed to in writing, the date of commencement of warranties for any items that provide a warranty shall be the same as the Substantial Completion date.

Architect:		Proj. Coordinator	Abonmarche	6/21/2021
	Signature	Title	Firm	Date

Contractor:	 controller		Mead & White	6/21/2021
	Signature	Title	Firm	Date

Owner:			New Buffalo	
	Signature	Title	Firm	Date



TO: Mayor Humphrey and the New Buffalo City Council

FROM: Darwin Watson, City Manager

DATE: August 23, 2021

RE: Engineering Services – Whittaker Street Shoreline Protection

ITEM BEFORE THE COUNCIL:

Acceptance of Preliminary Engineering Services for the Whittaker Street Shoreline Protection Project

DISCUSSION:

The City of New Buffalo has been dealing with shoreline erosion along North Whittaker for a number of years. In an effort to preserve and protect the shoreline, the city has looked at several methods to help mitigate the erosion. To this end, the city has applied for, as well as received funding towards remedying this situation. Recently, the city received a grant from the Michigan DNR in the amount of \$500,000 and awaits notification from the USDA on additional funding for the project.

As a part of the overall project, the city received a proposal from Abonmarche for preliminary engineering services for four (4) segments. The plan was submitted to the city in a presentation in December 2020. The amount of the engineering services is \$47,900.

This expenditure was budgeted for the 2021-2022 fiscal year.

RECOMMENDATION:

That the New Buffalo City Council approves the acceptance proposal from Abonmarche for the preliminary engineering for Whittaker Street Shoreline Protection Project in the amount of \$47,900.



City Council Staff Report
December 7, 2020

AGENDA ITEM: 20.30 Municipal Marina Expansion Project

SUMMARY: The U.S. Economic Development Administration (EDA) currently has funding available to assist communities with recovering from the economic impact of COVID-19 through the federal stimulus bill known as the CARES Act.

Projects eligible for funding must have a job creation/economic impact component to be considered eligible for funding. The planned expansion of the New Buffalo Municipal Marina would meet this criteria based on the positive economic impact the marina has on the broader community by attracting additional consumer spending to the community. This proposed expansion was proposed as part of the Preliminary Engineering Study (PES) undertaken in 2018 in partnership with the Michigan Waterways Commission.

Based on the economic model created for the PES, the expanded New Buffalo Transient Marina would have a \$1,655,220 positive impact on the New Buffalo economy annually. If one were to use a conservative multiplier effect of 4 times that these dollars change hands before they leave the community, the marina has a combined direct/indirect economic impact in the community of \$6,620,880 million annually. If one were to assume 30% of this spending was translated into wages in the community based on a \$37,000 (new Buffalo average) salary, the marina would create and retain 53 jobs in the community using the conservative 4x multiplier effect.

The project has additional community benefits beyond the economic benefits of the project. The new marina area will also serve as shoreline projection for the area east of the Galien River including Whittaker Street and the public beach parking lot.

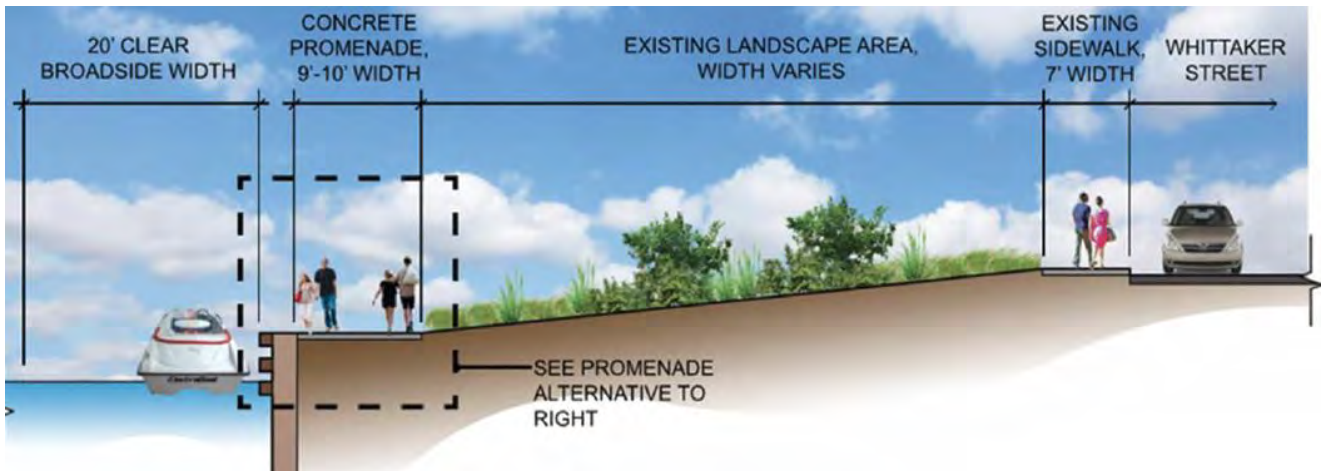
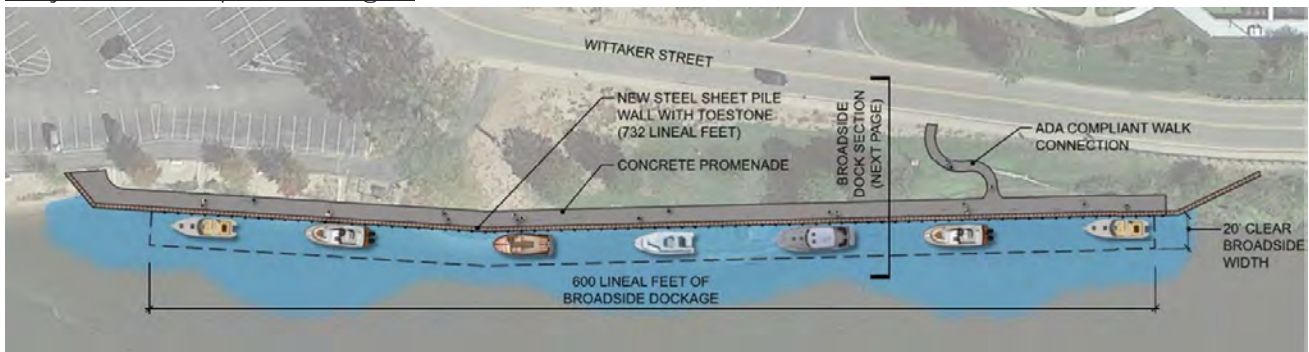
The project has already been submitted to the Comprehensive Economic Development Strategy (CEDS) Committee for Southwest Michigan for review and recommended to advance to the EDA for final consideration. The grant application is written and ready to be submitted with the exception of the subject Council resolution.

COST: No cost to develop and submit the EDA grant application. The estimated construction cost for the project is \$1,882,767.58. The City of New Buffalo is committed to providing \$941,383.79 in marching funding should the project be awarded EDA funding.

BUDGETED: Yes **No** N/A

RECOMMENDATION: Staff recommends submission of the grant application to assist in undertaking the proposed project.

Project Conceptual Images



August 10, 2021

Mr. Darwin Watson, Acting City Manager
City of New Buffalo
224 W. Buffalo Street
New Buffalo, MI 49117
dwatson@cityofnewbuffalo.org

**Re: City of New Buffalo – Whittaker Street Shoreline
Shoreline Protection – Preliminary Engineering Services Proposal**

Dear Mr. Watson:

Thank you for the opportunity to work with you regarding the Whittaker Street shoreline protection along the inner harbor in New Buffalo, Michigan. Abonmarche is pleased to present this proposal for preliminary engineering services for the four segments that were defined in the Shoreline Concepts Report submitted to you in December 2020.

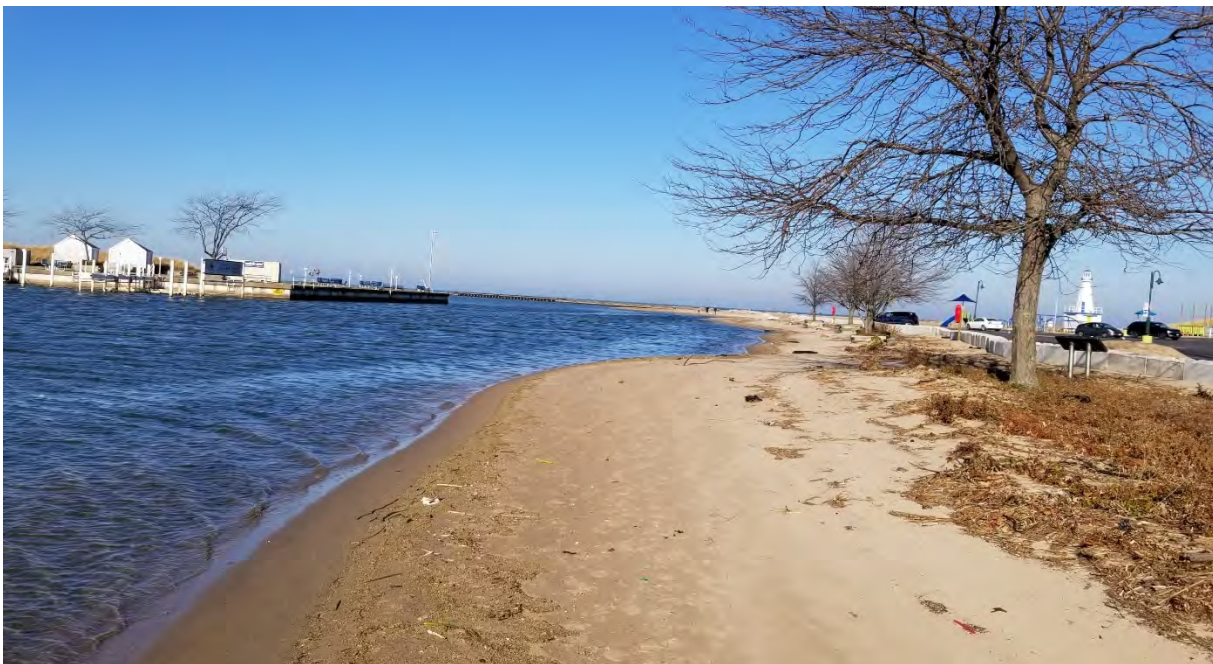


Figure 1: Winter 2020/2021 view of shoreline along N. Whittaker St.

UNDERSTANDING

Based on our meeting on January 18, 2021, February 2021 scope of work, and subsequent discussions, the City's major concern is erosion and flood mitigation along Whittaker Street, the public beach and parking lot. It is your desire take the required steps to address the ongoing impacts due to high lake levels and damaging storm activity. As such, you would like to proceed with the necessary tasks for the proposed shore protection measures that were presented in the December 18, 2020 Whittaker Street Shore Protection Concepts Draft (see Figure 2 for segments). Specifically, this proposal is intended to include the initial engineering work needed to prepare preliminary design drawings and to seek state and federal permits to construct shoreline infrastructure.



Figure 2: Shoreline segments as defined in the December 2020 Concepts Report Draft

SCOPE OF SERVICES

We propose the following Scope of Services:

Task 1 – Topographic Survey

Abonmarche will complete a topographic survey of the shoreline from the bridge abutment to the breakwater and extended landward as indicated on Figure 3. This survey will include cross section data, spaced at intervals of 25 to 50 feet, from the Right of Way (ROW) to the edge of water, including the following: breakwater location, pavement and walkway edges, top and toe of slope, regulatory ordinary high water marks (OHWM), edge of water, visible utility components, and other critical features. This information will be required for design and will be necessary for the preparation of permit application drawings.



The deliverable for this task will be a survey drawing with contours expressed in one-foot interval contour lines and spot elevations. This drawing will be provided in print and PDF formats.



Figure 3: March 2019 Google Earth Aerial; topographic survey limits - red/dashed line

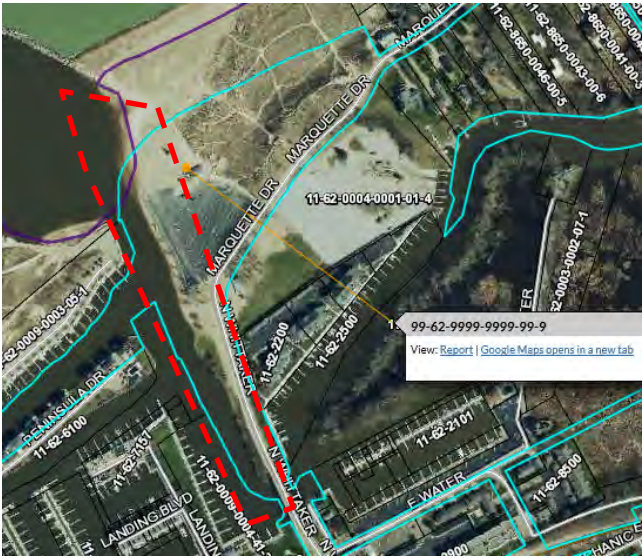


Figure 3: Berrien Co. GIS – approx. parcel lines shown in blue; boundary survey limit in red, dashed line

Task 2 – Boundary Evaluation

Abonmarche will complete a boundary evaluation of the area that includes Whittaker Street/Marquette Drive and beach area limits within the area delineated below in Figure 4. Based upon our knowledge of the site and previous survey tasks in the vicinity, formalized Right-of-Way is not documented, but rather a large City-controlled area. The intent of this task will be to identify and depict on drawings the limits of the City parcel within the project limits.



Task 3 - Bathymetric Survey

A survey of the existing bathymetry will be completed below water from the water's edge to the centerline of the federal navigation channel, from the bridge abutment to the breakwater. This depth and nearshore slope information will also be required for design and will be necessary for the preparation of permit application drawings.

The deliverable for this task will be a survey drawing with contours expressed in one-foot interval contour lines and spot elevations. This drawing will be provided in print and PDF formats.

Task 4 – Soil Borings & Preliminary Geotechnical

Abonmarche will work with a geotechnical subconsultant to complete up to four (4) geotechnical soil borings to depths of approximately 30'. Abonmarche anticipates the geotechnical subconsultant will be responsible for the following tasks, at minimum:

- Mobilization of drill rig, Miss Dig, drilling/sampling, and laboratory testing
- At minimum, four (4) soil borings will be completed for use in wall design
- Base geotechnical report/recommendations regarding sheet pile wall and anchorage

Task 5 – Preliminary Engineering

Abonmarche will review the survey data and prepare the preliminary engineering drawings of the proposed shore protection concepts for Segments 1 through 4, along with accompanying cost estimates. The preliminary design will consider coastal considerations such as wind, waves, and water levels and will be adjusted to balance the cost with the desired level of protection/risk, anticipated maintenance needs and regulatory considerations. These drawings will then be submitted to the City for review and once finalized, will be used in permitting.

Task 6 – Pre-Application Meeting with State and Federal Regulatory Agents

In preparation for the Joint Permit Application (JPA), Abonmarche will submit a request to the Michigan Department of Environment, Great Lakes & Energy (EGLE) and the U.S. Army Corps of Engineers (USACE) for a pre-application meeting. Two Abonmarche staff will join regulatory representatives on-site at their earliest convenience to view conditions firsthand, discuss the



strategies being considered, and to assess their feasibility relative to existing and required permits. The deliverable for this task will be a summary of the visit, discussions, and an outline of the recommended coastal protection strategy.

It has been Abonmarche's experience that EGLE may require an environmental investigation in this riverine/channel project area. This proposal does not include estimates for environmental investigations, if required.

Task 7 – Joint Permit Application

Abonmarche will prepare a JPA package and submit to both EGLE and USACE. The JPA package will include a cover letter, 8.5" x 11" permit drawings, and completed joint permit application. Prior to submittal, a draft package will be provided to the City of New Buffalo for review.

This task excludes local permit applications such as City building permits or County SESC permits. If needed, Abonmarche will work with you to determine an appropriate scope and budget for these tasks.

Task 8 – Permit Processing

This task includes agency follow-up requests, meetings, drawing revisions, and other efforts necessary to respond to agency concerns and questions. The budget included assumes that the regulatory process will be straightforward with minimal agency concerns.



MEETINGS AND SCHEDULE

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

We anticipate the survey can be scheduled within approximately four (4) weeks of the notice to proceed,. Soil borings may typically be scheduled within four (4) weeks of the notice to proceed. Preliminary drawings will be completed within six (6) weeks of the survey, but may be impacted by EGLE pre-application meeting timing. Note that the state and federal permit process typically takes 3-6 months, and can extend longer depending upon agency workload and project specific considerations.

EXCLUSIONS

Our proposal does not include any fees for obtaining record information or permit application fees. We recommend budgeting up to \$3,000 for EGLE permit application 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.

- Environmental testing/studies/investigations
- Final design, specifications, contract/bid documents
- Public meetings/presentations
- Construction administration
- Sediment sampling/testing; Note: If sampling is required by EGLE, opportunities may exist for sampling to be concurrently as efforts related to maintenance dredge permit activities. This proposal excludes sediment sampling and/or testing.



FEES

We propose to complete the above scope for the following lump sum fees, except where otherwise noted, excluding permit fees and noted exclusions:

Task 1 – Topographic Survey	\$ 4,700
Task 2 – Boundary Evaluation	\$ 2,800
Task 3 – Bathymetric Survey ⁽¹⁾	\$ 5,800
Task 4 – Soil Borings/Geotechnical ⁽¹⁾	\$ 7,200
Task 5 – Preliminary Engineering	\$ 18,900
Task 6 – Pre-Application Meeting	\$ 1,500
Task 7 – Joint Permit Application	\$ 4,000
Task 8 – Permit Processing ⁽²⁾	\$ 3,000
Total Fee:	\$ 47,900

(1) Estimated allowance for subconsultant services to be adjusted after confirming scope to complete the work. Includes Abonmarche 15% markup for tax/admin/coordination

(2) Task 8, permit processing is intended as a budget, assuming a straightforward permitting process. If agencies require significant correspondence, follow-ups, revisions, etc. we will notify you 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.

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
Sr. Project Manager/Waterfront Group Director



Anne Smith
Coastal Engineer

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

Attachments: Abonmarche PSA



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 not withstanding any other provision of this Agreement, to limit the total liability, in **the aggregate, of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants, for any and all claims, losses, costs, or damages of any nature whatsoever, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims and expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by Abonmarche under this Agreement, or the total amount of \$50,000, whichever is greater.** It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. **In no event shall Abonmarche's liability exceed the amount of available insurance proceeds.** Client acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.
27. **Contractor and Subcontractor Claims** The Client further agrees, to the fullest extent permitted by law, to limit the liability of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Abonmarche and Abonmarche's subconsultants to all those named shall not exceed \$50,000, or Abonmarche's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.
28. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
29. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.
30. **Exclusive Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way

arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
32. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
33. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Abonmarche.
34. **Severability.** In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.
35. **Dispute Resolution.** Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). **Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.**
36. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement

PO. Box 500
Flint, MI 48501



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general motors

810.877.8383
Backtothebricks.org

July 2021

Greetings Prospective Host City Officials,

I am the Executive Director of the Back to the Bricks organization. We represent a group of car enthusiasts from the greater Flint area. In early June we completed our 11th Annual BttB Promo Tour with over 300 cars and trucks registered. This is a 5 ½ day trip that includes a car event and overnight stay in five different Michigan cities. This has been a huge success year after year and we have started planning next year's Tour. Our committee has decided to explore the possibility of a car event and overnight stop in your city. **The dates are June 3-7, 2022.**

Two documents are attached for your review, an MOU and Submission Guidelines. Our committee meets in early September to select five Host cities from a list of qualified cities. We then partner with each Host city from September through June to plan a car event that will bring several hundred local car enthusiasts to your downtown for an enjoyable summer evening event. Click [here](#) to view highlights of this year's recently completed Tour. There's a separate page for each Host city containing links for ABC-12 live reports and photo albums.

The Tour is designed to promote a major car event in Flint occurring in August. It consists of a Main Event Week culminating in a huge Car Show on Saturday. By partnering with each city, the committee seeks to maximize the economic and promotional impact of the car event. Experience has taught us the maximum impact is achieved by closing your main street in front of your downtown merchants. The Tour members enjoy dining and shopping at your local restaurants and shops while their cars are on display.

We would love to add your city to our list of qualified Host cities for consideration in early September. The best way to get started is to distribute this letter and both attachments to all interested parties in your city.

Thank you in advance for your consideration and please contact Tom Dahlem with any questions or concerns you may have. He is coordinating our Host city contact and qualification effort. He can be reached at dahlemt@comcast.net or 248.514.3170 (mobile).

Sincerely,

Amber Lynn Taylor, CTA
Executive Director
Back to the Bricks®
ambertaylor@backtothebricks.org
Direct: 810-877-8383
PO Box 500
Flint, MI 48501

PO. Box 500
Flint, MI 48501



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Backtothebricks.org

Back to the Bricks® 2022 Promo Tour

Memorandum of Understanding

The BttB Promo Tour Committee agrees to:

- Designate a Host City Captain to work collaboratively with your local designee to plan, coordinate and manage all arrangements needed for a successful Car Event;
- Provide the host community with a diverse collection of cars to be prominently showcased on your main street for a 3 to 4 hour Car Event, on a date to be determined;
- Encourage Tour participants to stay overnight at local hotels, shop at local stores, and dine at local restaurants;
- Provide effective promotional materials and services that include:
 - high quality posters and counter cards for display throughout the community,
 - ongoing Flint-based ABC12 TV coverage leading up to and during the event,
 - ongoing Internet exposure via the BttB [web](#) and [Facebook](#) sites,

The Host City agrees to:

- Designate a Local Coordinator who will work collaboratively with the Promo Tour City Captain to plan, coordinate and manage all arrangements needed for a successful Car Event;
- Schedule the Car Event as the exclusive entertainment event taking place that day;
- Ensure local hotel capacity (10 to 20 mile radius from downtown) for approximately 325 cars and 650 people; blocks of rooms are reserved for Registration opening in early February and can be released as June approaches;
- Hold the Car Event in the heart of the city, preferably on your main street, to showcase the cars and maximize the potential economic benefit for your merchants;
- Provide sufficient street closure to showcase approximately 325 cars during the Car Event (a parking lot or alternate location other than downtown is unacceptable because it diminishes the promotional and economic impact of the Car Event);
- Encourage the participation of local car clubs and enthusiasts by providing additional street closure space as necessary;
- Provide a DJ or band to create a festive atmosphere;
- Secure all permits, manage street closures, and provide the needed public safety as deemed necessary by your city officials;
- Develop and execute a promotional plan including the following elements:
 - Post the Car Event on your website and other social media outlets;
 - Timely placement of BttB-supplied storefront posters and counter cards;
 - Solicit and exploit local newspaper and radio interviews;
 - Maximize merchant awareness and participation;
- Provide sufficient space for the following displays and support vehicles at the Car Event:
 - BttB Information (10 ft. x 10 ft.) canopy and 3 vehicles;
 - BttB Merchandise (10 ft. x 10 ft.) canopy, (30 ft.) trailer and 1 vehicle;
 - Mechanics Trailer and 1 vehicle (60 ft. total).

PO. Box 500
Flint, MI 48501



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Backtothebricks.org

Back to the Bricks® 2022 Promo Tour Submission Guidelines

A submission containing the following information is encouraged to facilitate the qualification and selection processes. **A separate MOU document should be reviewed before providing the information outlined below.**

1. Deadline
 - a. The submission deadline is Friday, August 27, 2021.
 - b. A list of qualified cities will be presented to the Promo Tour committee when it meets in early September to select the 2022 host cities.
2. Dates
 - a. The dates are June 3-7, 2022.
 - b. Provide all available dates and you may designate preferred dates.
 - c. The Committee may decide to spend two nights in one city. A car event will occur one day and the free day will be used to visit local attractions.
3. Hotels
 - a. Total capacity needed is 325 cars and most cars have two adults.
 - b. Please list hotels and approximate room count available for this car event.
 - i. How far are the hotels from downtown?
 - ii. Approximate room rates are helpful.
 - iii. Will discount rates apply for a group this size?
 - c. Are there any booking restrictions on weekends? Some hotels require two-night stays.
 - d. Are you aware of any major events occurring in nearby cities that could dramatically reduce the number of available rooms?
4. Street closure
 - a. Downtown in front of your merchants is preferred
 - b. Street closure map showing where the cars will be parked
 - c. 325 parking spaces are needed for Tour cars
 - d. Additional space is needed for Tour support vehicles and trailers.
 - e. Additional spaces are needed for local car clubs and enthusiasts.
5. Interested Party Awareness
 - a. Please indicate departments, organizations and merchant groups within your city who have reviewed the MOU and will be involved in the planning and running of this car event.
6. Approval
 - a. Please confirm advance approval to accept an invitation in early September to become a host city on the BttB 2022 Promo Tour.
 - b. Once selected, a city representative is expected to sign the MOU to formally accept an invitation to become a 2022 host city.



CITY SERVICES INCORPORATED
4901 Clay Avenue SW
GRAND RAPIDS, MI 49548-2392
616 241 4858
Fax 616 475 9128



Invoice

INVOICE DATE	INVOICE NUMBER
07/23/2021	S104137049.001
REMIT TO: CITY SERVICES INCORPORATED 4901 Clay Avenue SW GRAND RAPIDS, MI 49548-2392 P-616 241 4858 F-616 475 9128	PAGE NO. 1 of 1

BILL TO:

SHIP TO:

NEW BUFFALO CITY OF (CSI)
224 W BUFFALO
NEW BUFFALO, MI 49117

NEW BUFFALO CITY OF (CSI)
224 W BUFFALO
NEW BUFFALO, MI 49117

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
20806	NEW BUFFALO	7/19/21	House CSI		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Becki Lobbezoo		ACCOUNTING	NET 25TH	07/23/2021	
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	1ea	^Labor: CSI Billing 2.VALVE INSERTIONS 2 - 8" VALVE INSERTIONS JOB LOCATION: NEW BUFFALO Pn: 351073 GL# 591-536- 818-0 ER Repairs (pucker) Watson 7/29/2021	12500.000/ea	12500.00	

Invoice is due by 08/25/2021

All past due balances are subject to a Time Price Differentials of 1.70% per month.

All sales are subject to our Terms and Conditions, which are incorporated herein and can be found at www.etnasupply.com/tcsale

Subtotal	12500.00
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	12500.00