

REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
TUESDAY, DECEMBER 28, 2021 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

AGENDA

THE COMMISSION OF THE CITY OF BUCHANAN, in compliance with Michigan’s Open Meetings Act, hereby gives notice of a regular meeting of the Buchanan City Commission to be held in the Chamber of City Hall.

* Requests to be added to the agenda as a “Scheduled Matter from the Floor” should be submitted in writing to the City Clerk at least 5 business days prior to the scheduled meeting during which the speaker wishes to appear, and the approval of such requests remain within the discretion of the Mayor. If denied, the speaker may nonetheless speak during the “non-agenda items only” public comments section of the agenda.

* Those who are unable to appear during a meeting but who still wish to share public comment may submit such comments in written form to the City Clerk at least 4 hours in advance of the meeting.

* Individuals with disabilities may request necessary reasonable accommodations by submitting requests to the City Clerk, preferably at least 24 hours in advance.

* Written requests and comments may be submitted to the City Clerk either in person or via mail to Buchanan City Hall, 302 N. Redbud Trail, Buchanan, MI 49107, or via email to clerk@cityofbuchanan.com

I. Call to Order

II. Recognition

III. Pledge of Allegiance

IV. Roll Call

V. Approve Agenda

VI. Public Comment - Agenda Items Only (3-minute limit)

VII. Consent Agenda (can be approved all in one motion, for general housekeeping items)

- A. Approving Closed Session Minutes for November 22, 2021.
- B. Approving Closed Session Minutes for November 29, 2021.
- C. Approving Regular Meeting Minutes for December 8th, 2021.
- D. Approval Special Meeting Minutes for December 20, 2021.
- E. Accept Staff Activity Reports
- F. Approve Expenditures for December 28, 2021, to be submitted separately.

VIII. Scheduled Matters from the Floor (if any)

IX. Reports by: Departments, Committees, Boards

- A. Community Development Report- Community Development Director Rich Murphy will provide a brief report.
- B. One Buchanan Appointments- Consider appointing Deborah Hendrix, Ruth Writer, Adam Burck, and Robert White to become members of One Buchanan as recommended by the One Buchanan Committee on December 15, 2021.
- C. Friends of the McCoy Creek Trail- Consider approving a Resolution to award the Friends of the McCoy Creek Trail group \$5,000 annually for the next three years to be spent on their currently proposed trail expansion project.

X. Unfinished Business

- A. Second Reading and Approval of Ordinance 2021.12/425- - consider ordinance amendments for additional Marihuana Class C Grow and Processing permits, 5 each for medical use. Note that this does not increase the number of permits for retail establishments, meaning an increase in the number of marihuana stores is not currently being considered.
- B. Second Reading and Approval of Ordinance 2021.12/426- consider ordinance amendments for additional Marihuana Class C Grow and Processing permits, 5 each, for adult use. Note that this does not increase the number of permits for retail establishments, meaning an increase in the number of marihuana stores is not currently being considered.
- C. Second Reading and Approval of Ordinance 2021.12/427-Consider the creation of a City of Buchanan Code of Conduct via enactment of an Ethics Ordinance, as drafted by the City Attorney.
- D. Second Reading and Approval of Ordinance 2021.12/423- Consider ordinance amendments to allow for smoking/vaping during permitted temporary marihuana events.

XI. New Business

- A. Restaurant Incentive Program Application- Consider approving a Restaurant Incentive Program Application for the Sweet Shop at 205 E. Front St.
- B. Cannavista Renewal Permit Application- Consider approval for Cannavista Wellness to transfer existing city marihuana permits to a newly named permittee, as part of their permit renewal application.
- C. Floodplain Assistance Application for Rowland Property Group- Consider approval for a Floodplain Assistance Program Application for Rowland Property Group LLC.
- D. Redevelopment Technical Assistance Application for 3234 E. Dewey St.- Consider approving a Redevelopment Technical Assistance Program Application for "Building 324/Clark Campus."
- E. Aloft Processing Permit Application- Consider approving processing permit applications submitted by Aloft Processing for 317 Post Rd.
- F. Proposed Contracts, Prein & Newhoff- Consider approving the contracts proposed by Prein & Newhoff to continue their ongoing work on our Streetscape project and our water/sewer projects.
- G. Consider Approving Resolution 2021.12/239- DPW Building Authority Bond
- H. Year-End and Housekeeping Issues.

XII. Communications *(informational only, formal board action is not necessary for these items, unless so desired)*

- A. Update on AEP Foundation Christmas Lights Contest

XIII. Public Comment - Non-Agenda Items Only *(3-minute limit)*

XIV. Executive Comments

- A. City Manager Comments
- B. Commissioner Comments
- C. Mayor Comments

XV. Adjourn

**CITY OF BUCHANAN
COUNTY OF BERRIEN, STATE OF MICHIGAN
RESOLUTION NO. 2021.12.236**

A RESOLUTION TO AWARD \$5,000 ANNUALLY FOR THREE YEARS TO THE FRIENDS OF THE TRAIL

During a special meeting of the City Commission of the City of Buchanan, Berrien County, Michigan held in Buchanan City Hall, 302 N. Redbud Trail, in said City, on Tuesday, December 28, 2021 at 7:00 p.m.

PRESENT: Commissioners [redacted]
ABSENT: Commissioners [redacted]

The following preamble and resolution were offered by Commissioner [redacted] and supported by Commissioner [redacted].

WHEREAS, the *Friends of the McCoy Creek Trail* have worked diligently to develop a plan for an extension out towards the Walton Bridge; and

WHEREAS, the City Commission for the City of Buchanan is desirous to assist with the project and wants to pledge monetary support.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Buchanan City Commission:

That the City of Buchanan shall commit to spending a minimum of \$5,000 annually for the next three years on the Walton Bridge trail expansion project currently planned by the *Friends of the McCoy Creek Trail*.

FURTHERMORE, said payments shall be issued as follows

- To the individual or entity identified by the *Friends of the McCoy Creek Trail* as needing payment related to services rendered related to the trail expansion project; and
- At the time requested by the *Friends of the McCoy Creek Trail*, provided that the commitment of \$5,000 annually (once per fiscal year) is not exceeded, absent additional approval from a majority vote of the City Commission.

AYES: Commissioners [redacted]
NAYS: Commissioners [redacted]
ABSENT: Commissioners [redacted]

RESOLUTION DECLARED ADOPTED.

Sean Denison, Mayor

Kalla Langston, City Clerk

CERTIFICATION

The foregoing resolution was certified at a special meeting of the City Commission of the City of Buchanan, Michigan, held on Tuesday, December 28, 2021 at 7:00 p.m.

Kalla Langston, City Clerk

CITY OF BUCHANAN
BERRIEN COUNTY, MICHIGAN
ORDINANCE 2021 .12 /425 , AN ORDINANCE TO AMEND THE CITY OF
BUCHANAN, MICHIGAN CODE OF ORDIANCES CHAPTER 18, BUSINESSES
BY ADDING ARTICLE III, MEDICAL MARIHUANA FACILITIES

AN ORDINANCE TO AUTHORIZE AND REGULATE THE ESTABLISHMENT OF
MEDICAL MARIHUANA Facilities PURSUANT TO THE MEDICAL MARIHUANA
Facilities LICENSING ACT BEING PUBLIC ACT 281 OF 2016.

At a special meeting of the City of Buchanan, Berrien County, Michigan, held at the Buchanan City Hall on Monday _____, 20____, at _____p.m., Commissioner _____ moved to adopt the following Ordinance, which motion was seconded by Commissioner

THE CITY OF BUCHANAN ORDAINS:

...

Section 3. Authorization of Facilities and Fee

- A. The maximum number of each type of marihuana facility allowed in the City of Buchanan shall be as follows:

<u>Facility</u>	<u>Number</u>
Grower:	
Class A - 500 marijuana plants	5
Class B - 1,000 marijuana plants	5
Class C - 1,500 marijuana plants	10
Processor	10
Secure transporter	5
Provisioning Center	5
Safety compliance facility	5

- B. At least every year after adoption of this ordinance, City Commission shall review the maximum number of each type of marihuana facility allowed and determine whether this maximum number should be changed. The review and its findings shall be recorded in the minutes of the relevant meeting of the City Commission.
- C. A nonrefundable fee shall be paid by each marihuana facility Permitted under this ordinance in an annual amount of not more than \$5,000.00 as set by resolution of the City of Buchanan Commission.

Section 4. Requirements and Procedure for Issuing Permits

- A. No person shall operate a marihuana facility in the City of Buchanan without a valid marijuana facility Permit issued by the City of Buchanan pursuant to the provisions of this ordinance. Application for each Medical Marihuana Facility Permit required by this ordinance shall be made in writing to the City Clerk, and must be approved by the City Commission after receiving recommendation submitted by the Planning Commission, and

approved by the State of Michigan, prior to commencing operation. Upon the expiration of an existing Permit, a Permit will be renewed by the City of Buchanan for one (1) year if (1) there are no uncured administrative and/or legal violations in the prior year, including no taxes owed; (2) the applicant has paid the annual Permit fee for the renewal period; (3) any Stakeholder changes have been fully disclosed to the City of Buchanan; and (4) the applicant has paid and received the renewal of its State license.

B. An application for a Medical Marihuana Facility Permit required by this Ordinance shall contain the following:

1. *The appropriate non-refundable permit application fee in the amount determined by the City.*

2. If the applicant is an individual, the applicant's name, date of birth, SSN, physical address including residential and any business address(s) attached to the individual, copy of government issued photo identification, email address, and one or more phone numbers, including emergency contact information, and if applicable Federal EIN;
3. If the applicant is not an individual, the names, date of birth, SSN's, physical addresses, including residential and any business address(s), copy of government issued photo identification, email addresses, and one or more phone numbers of each stakeholder and/or general partners of the applicant, including designation of the highest ranking stakeholder and/or general partner as an emergency contact person and contain information for the emergency contact person, articles of incorporation, assumed name registration documents, Internal Revenue Service SS-4, EIN confirmation letter(s), and a copy of the operating agreement of the applicant, if a limited liability company copy of the partnership agreement, if a partnership, or a copy of the by-laws or shareholder agreement, if a corporation;
4. The name and address of the proposed Medical Marihuana Facility and any additional contact information deemed necessary and requested by the City.
5. For the applicant, for each stakeholder and/or general partner of the applicant, an affirmation under oath as to whether they are at least 18 years of age and have never been indicted for, charged with, arrest for, or convicted of, pled guilty or nolo contendere to, forfeited bail concerning, or had expunged any criminal offense under the laws of any jurisdiction, either felony or controlled-substance-related misdemeanor not including traffic violations, regardless of whether the offense has been expunged, pardoned, reversed on appeal or otherwise, including the date, name and location of the court, arresting agency, and prosecuting agency, the case caption, the docket number, the offense, the disposition, and the location and length of incarceration.
6. Before hiring a prospective agent or employee of the applicant, the holder of a Permit shall conduct a background check of the prospective employee. If the background check indicates a pending charge or conviction within the past ten (10) years for a controlled substance-related felony, the applicant shall not hire the prospective employee or agent without written permission from the City Commission.

7. A signed release authorizing the City of Buchanan Police Department to perform a criminal background check to ascertain whether the applicant, each Stakeholder of the applicant, each managerial employee and employee of the applicant meet the criteria set forth in this Ordinance, the cost of which will be charged to the applicant;
8. The name, date of birth, physical address (residential and any business address(s)), copy of photo identification, and email address for any managerial employee or employee of the Medical Marihuana Facility, if other than the applicant;
9. An affirmation under oath as to whether the applicant or Stakeholder has ever applied for or has been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked, or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation, or nonrenewal, including the licensing authority, the date each action was taken, and the reason for each action;
10. One of the following: (a) proof of ownership of the entire premises wherein the Medical Marihuana Facility is to be operated; or (b) written consent from the property owner for use of the premises in a manner requiring a permit under this Ordinance alongwith a copy of the lease for the premises;
11. Proof of an adequate premise liability and casualty insurance policy in the amount not exceeding the requirements addressed in the Medical Marihuana Facilities Licensing Act or applicable State Laws, covering the Medical Marihuana Facility and naming the City as an additional insured party, available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors;
12. A description of the security plan for the Medical Marihuana Facility, including, but not limited to, any lighting, alarms, barriers, recording/monitoring devices, and/or security guard arrangements proposed for the facility and premises. The security plan must contain the specification details of each piece of security equipment;
13. A crisis response plan;
14. A floor plan of the Medical Marihuana Facility, as well as a scale diagram illustrating the property upon which the Medical Marihuana Facility is to be operated, including all available parking spaces, and specifying which parking spaces, if any, are handicapped-accessible, and the location of the Material Safety Data Sheets and any chemical storage;
15. A list of any chemicals being stored on the premises;
16. An affidavit that neither the applicant nor any Stakeholder of the applicant is in default to the City. Specifically, that the applicant or Stakeholder of the applicant has not failed to pay any property taxes, special assessments, fines, fee or other financial obligations to the City;

17. An affidavit that the transfer of Marihuana to and from Medical Marihuana Facilities shall be in compliance with the **MMMA** and the Medical Marihuana Facilities Licensing Act or other applicable state laws;
18. A staffing plan;
19. Any proposed text or graphical materials to be shown on the exterior of the proposed Medical Marihuana Facility;
20. A patient education plan *where applicable*;
21. A business plan which contains but is not limited to the applicant's experience in operating other similarly permitted or licensed businesses and the applicants' general business management experience;
22. A location area map of the Medical Marihuana Facility and surrounding area that identifies the relative locations and the distances (closest property line to the subject Medical Marihuana Facility's building) to the subject Medical Marihuana Facility to the closest real property comprising a public or private elementary, vocational or secondary school; and church or religious institution if recognized as a tax-exempt entity as determined by the City Assessor's Office;
23. A facility sanitation plan to protect against any Marihuana being ingested by any person or animal, indicating how the waste will be stored and disposed of, and how any Marihuana will be rendered unusable upon disposal. Disposal by on-site burning or introduction in the sewerage system is prohibited;
24. Verification, with copies of actual bank statements, showing that the applicant has liquid funds in the applicant's name in the amount needed to complete the Medical Marihuana Facility, in immediately available funds.
25. As it relates to a Grower Facility, the following additional items shall be required:
 - a. A grower plan that includes at a minimum a description of the Grower methods to be used, including plans for the growing mediums, treatments and/or additives;
 - b. A production testing plan that includes at a minimum a description of how and when samples for laboratory testing by a state approved Safety Compliance Facility will be selected, what type of testing will be requested, and how the test results will be used;
 - c. An affidavit that all operations will be conducted in conformance with **MMMA**, the Medical Marihuana Facilities Licensing Act or other applicable State laws and such operations shall be cultivated on the premises at any one time more than the permitted number of Marihuana Plants per the Michigan Medical Marihuana Act, as amended, and the Medical Marihuana Facilities Licensing Act;

- d. A chemical and pesticide storage plan that states the names of chemicals and pesticides to be used in the Grower and where and how pesticides and chemicals will be stored in the facility, along with a plan for the disposal of unused pesticides and chemicals;
 - e. All Growing must be performed within an Enclosed Locked Facility which may include indoors or in an enclosed greenhouse.
- C. Upon receipt of a completed Medical Marihuana Facility Permit application meeting the requirements of this Ordinance and confirmation that the number of existing Permits does not exceed the maximum number established by this Ordinance, the City Clerk shall refer a copy of the application to each of the following for their review and approval: the City Attorney or their designee, the Police Department or their designee, the Fire Department or their designee, the Building Department, the Zoning Administrator and the City Treasurer or their designee. Once applications are verified by each department to be sufficiently complete and comprehensive, and no sooner, the City Clerk shall forward the applications to the Planning Commission for review and recommendation to the City Commission.
- D. No application shall be approved unless:
 - 1. The Fire Department or designee and the Building Department have inspected the plans of the proposed location for compliance with all laws for which they are charged with enforcement;
 - 2. The applicant, each Stakeholder of the applicant, and the managerial employees and employees of the applicant, have passed a criminal background check conducted by the City of Buchanan Police Department;
 - 3. The Zoning Administrator has confirmed that the proposed location complies with the Zoning Ordinance;
 - 4. The City Treasurer or their designee has confirmed that the applicant and each Stakeholder of the applicant are not in default to the City;
 - 5. The City Attorney or their designee has completed a detailed review of the Medical Marihuana Facility application from compliance with the applicable state laws and City Ordinances;
- E. If written approval is given by each individual or department identified in subsection 1-5, the City Clerk shall submit the application to the Planning Commission for recommendation to the City Commission for the issuing of a Permit to the applicant. All Permits issued are contingent upon the State of Michigan issuing a license for the operation under State law.
- F. Permittees shall report any other change in the information required by 4 (B) above, to the City within ten days of the change. Fees shall be set by Commission Resolution for any Stakeholder added after the original Application is filed.

Section 5. Permit Renewal

- A. A medical marijuana facility Permit shall be valid for one year from the date of issuance, unless revoked as provided by law.
- B. A valid medical marijuana facility Permit may be renewed on an annual basis by submitting a renewal application upon a form provided by the City of Buchanan and payment of the annual Permit fee. Application to renew a marijuana facility Permit shall be filed at least thirty (30) days prior to the date of its expiration.
- C. The renewal application for a medical marijuana permit shall be subject to the same scrutiny and evaluation process as the inaugural permit application.

Section 6. Permit Application Evaluation

- A. The City Commission shall assess all applications referred to it by the Planning Commission pursuant to Section 4 and Section 5.
- B. In its application deliberations, the City Commission shall assess each application in each of the following categories:
 1. The Applicant's experience in operating other similarly permitted or licensed business.
 2. The applicant's general business management experience.
 3. The applicant's general business reputation.
 4. The integrity, moral character, and reputation; personal and business probity; financial ability and experience; and responsibility or means to operate or maintain a Medical Marijuana Facility.
 5. The financial ability of the applicant to purchase and maintain adequate liability and casualty insurance.
 6. The sources and total amount of the applicant's capitalization to operate and maintain the proposed Medical Marijuana Facility.
 7. Whether the applicant or stakeholder has been indicted for, charged with, arrest for, or convicted of, pled guilty or nolo contendere to, forfeited bail concerning, or had expunged any relevant criminal offense under the laws of any jurisdiction, either felony or misdemeanor, not including traffic violations, regardless of whether the offense has been expunged, pardoned, or reversed as appeal or otherwise.
 8. Past convictions of the applicant or stakeholder involving any of the following, but not limited to:
 1. Gambling;
 2. Prostitutions;
 3. Weapons;

4. Violence;
 5. Tax evasion;
 6. Fraudulent activity; and
 7. Serious moral turpitude.
9. A felony or misdemeanor of such nature that it may impair the ability of the applicant or stakeholder to operate a licensed business in a safe and competent manner.
 10. Whether the applicant or stakeholder or any business entity in which the applicant or stakeholder has or had an ownership interest in has filed, or had filed against it, a proceeding for bankruptcy within the past seven (7) years.
 11. Whether the applicant or stakeholder has been served with a complaint or other notice filed with any public body regarding payment of any tax required under federal, state, or local law that has been delinquent for one (1) or more years.
 12. Whether the applicant or stakeholder has a history of noncompliance with any regulatory requirements in this state or any other jurisdiction.
 13. As it related to operation of a Provisioning Center, the applicant's type of service and product that will be offered and the overall theme and atmosphere of the proposed Provisioning Center.
- C. The City Council shall assess each application within the aforementioned categories as described in Section 5(B)(1) through (13) and may issue a license to the applicant if an applicant has satisfactorily met all requirements

Section 7. Permits Generally

- A. To the extent permissible, all information submitted in conjunction with an application for a Permit or Permit renewal required by this Ordinance is confidential and exempt from disclosure under the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231 et seq.
- B. Permittees may transfer a Permit issued under this Ordinance to a different location upon receiving written approval from the City. In order to receive approval to transfer a Permit location, the Permittee must make a written request to the City Clerk, indicating the current Permit location and the proposed Permit location. Upon receiving the written request, the City Clerk shall refer a copy of the written request to each of the following for their approval: Fire Department or their designee, the Building Department, the Police Department or their designee, the Zoning Administrator, the Planning Commission and the City Commission. No Permit transfer shall be approved unless each such individual or department gives written approval that the Permittee and the proposed Permit location meet the standards identified in this Ordinance.
- C. Permittees may transfer a Permit issued under this Ordinance to a different individual or entity upon receiving written approval by the City Clerk. In order to request approval to transfer a Permit to a different individual or entity, the Permittee must make a written request to the City Clerk, indicating the current Permittee and the proposed Permittee. Upon receiving the written request, the City Clerk shall consider the request as a new

application for a Permit and the procedures set forth in Section 3, Section 4, Section 5, and Section 6 shall be followed.

- D. Permittee shall report any other change in the information required by this Ordinance to the City Clerk within ten (10) business days of the change. Failure to do so may result in suspension or revocation of the Permit.

Section 8. Minimum Operational Standards of Provisioning Centers

The following minimum standards for Provision Centers shall apply:

- A. No Provisioning Center shall be open between the hours of 9 p.m. and 9 a.m.;
- B. Consumption of Marihuana shall be prohibited on the premises of a Provisioning Center, and a sign shall be posted on the premises of each Provisioning Center indicating that consumption is prohibited on the premises;
- C. Provisioning Centers shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras. The video recordings shall be maintained in a secure, off-site location for a period of 14 days;
- D. Unless permitted by the **MMMA** and Medical Marihuana Facilities Licensing Act or applicable state law, public or common areas of the Provisioning Center must be separated from restricted or non-public areas of the provisioning center by a permanent *and locked* barrier. Unless permitted by the MMMA and Medical Marihuana Facilities Licensing Act or applicable state law, no Marihuana is permitted to be stored, displayed, or transferred in an area accessible to the general public;
- E. All Marihuana storage areas within Provisioning Center must be separated from any customer/patient areas by a permanent *and locked* barrier. Unless permitted by the **MMMA** and Medical Marihuana Facilities Licensing Act or applicable state law, no Marihuana is permitted to be stored in any area accessible by the general public or registered customer/patients. Marihuana may be displayed in a sales area only if permitted by the MMMA or *required by the* Medical Marihuana Facilities Licensing Act and if required all displays to be in compliance with all federal, state and local laws and regulations;
- F. Any usable Marihuana remaining on the premises of a Provisioning Center while the Provisioning Center is not in operation shall be secured in a safe that is permanently affixed to the premises;
- G. Drive-through window on the premises of a Provisioning Center shall not be permitted;
- H. Provisioning Center shall not allow the sale, consumption, or use of alcohol or tobacco products on the premises;
- I. No Provisioning Center shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the building on which the Provisioning Center is operated;

- J. The Permit and State License required by this Ordinance shall be prominently displayed on the premises of a Provisioning Center;
- K. Disposal of Marihuana shall be accomplished in a manner that prevents its acquisition by any person who may not lawfully possess it and otherwise in non-conformance with local and state laws and regulations;
- L. All Marihuana delivered to a patient shall be packaged and labeled as provided by state laws;
- M. All registered patients must present both their Michigan Medical Marihuana patient/caregiver identification card and a government issued photo identification prior to entering restricted/limited areas or non-public areas of the Provisioning Center, and if no restricted/limited area is required, then promptly upon entering the Provisioning Center;
- N. The premises shall be open, at all times, to any Michigan Medical Marihuana Licensing Board investigators, agents, auditors, or the state police without a warrant and without notice to the holder of the license, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the **MMMA** and medical Marihuana Facilities Licensing Act or applicable state laws is likely to be found and consistent with constitutional limitations, for the following purposes:
 - 1. To inspect and examine all premises of Medical Marihuana Facility.
 - 2. To inspect, examine, and audit relevant records of the licensee and, if the holder of the license or any of the managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored.
 - 3. To inspect the person, and inspect or examine personal effects present in a Medical Marihuana Facility, of any holder of state operating license while that person is present in a Medical Marihuana Facility.
 - 4. To investigate alleged violations of the MMMA and Medical Marihuana Facilities Licensing Act or applicable state laws.
- O. It shall be prohibited to display any signs that are inconsistent with local laws or regulations or state law.
- P. It shall be prohibited to use advertising material that is misleading, deceptive, or false, or that is designed to appeal to minors.
- Q. It shall be prohibited to use the symbol or image of a Marihuana leaf in any exterior building signage.
- R. No licensed Provisioning Center shall place or maintain, or cause to be placed or maintained, an advertisement of Marihuana in any form or through any medium within

one thousand feet of the real property comprising a public or private elementary, vocational or secondary school.

- S. Certified laboratory testing results that meets the MMMA and Medical Marihuana Facilities Licensing Act or applicable state laws must be available to all Provisioning Center patients/customers upon request.
- T. All Provisioning Centers shall comply with all applicable requirements of the City of Buchanan Zoning Ordinance.

Section 9. Minimum Operational Standards of a Grower Facility

The following minimum standards for Grower Facilities shall apply:

- A. The grower facility shall comply at all times and in all circumstances with the Michigan Marihuana Act, the Medical Marihuana Facilities Licensing Act, and the general rules of the Department of Licensing and Regulatory Affairs, as they may be amended from time to time;
- B. The premises shall be open for inspection upon probable cause that a violation of this Ordinance has occurred, during the stated hours of operation and at such other times as anyone is presented on the premises;
- C. Any Grower Facility shall maintain a log book and/or database indicating the number of Marihuana Plants therein. Each Marihuana Plant will be tagged as required by the MMMA and Medical Marihuana Facilities Licensing Act;
- D. All Marihuana shall be contained within an Enclosed Locked Facility;
- E. All necessary building, electrical plumbing and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices that support the Grower, growing or harvesting of Marihuana are located;
- F. The portion of the structure storing any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspections at any time and approval by the City of Buchanan Fire Department to insure compliance with all applicable statutes, codes and ordinances;
- G. The dispensing of Marihuana at the Grower Facility shall be prohibited;
- H. All persons working in direct contact with Marihuana shall conform to hygienic practices while on duty, including but not limited to:
 - 1. Maintaining adequate personal cleanliness;
 - 2. Washing hands thoroughly in adequate hand-washing areas before starting work at any other time when the hands may have become soiled or contaminated;

3. Refraining from having direct contact with Marihuana if the person has or may have an illness, open lesion, including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.
- I. Litter and waste shall be properly removed and the operating systems for waste disposal shall be maintained in an adequate manner so that they do not constitute a source of contamination in the areas where Marihuana is exposed.
 - J. Floors, walls and ceilings shall be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair;
 - K. There shall be adequate screening or other protection against the entry or pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste development of odor and minimize the potential for waste becoming and attractant, harborage or breeding place for pests;
 - L. Any building fixtures and other facilities shall be maintained in a sanitary condition;
 - M. Each Grower Facility shall provide its occupants with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair;
 - N. Marihuana that can support the rapid growth of undesirable microorganisms including but not limited to mold shall be held in a manner that prevents the growth of these microorganisms;
 - O. Grower Facilities shall be free from infestation by insects, rodents, birds, or vermin of any kind;
 - P. Exterior signage or advertising identifying the facility as a Grower Facility shall be prohibited.
 - Q. All Grower Facilities shall comply with all applicable requirements of the City of Buchanan Zoning Ordinance.

Section 10. Minimum Operational Standards of Safety Compliance Facilities

The following minimum standards for Safety Compliance Facilities shall apply:

- A. The Safety Compliance Facility shall comply at all times and in all circumstances with the MMMA and Medical Marihuana Facilities Licensing Act or applicable State Laws, and the general rules of the Department of Licensing and Regulatory Affairs, as they may be amended from time to time. It is the responsibility of the owner to be aware of changes in the MMFLA. The City bears no responsibility for failure of the owner to be unaware of changes in the act;
- B. Consumption and/or use of Marihuana shall be prohibited at the facility;
- C. The premises shall be open, at all times, to any Michigan medical Marihuana Licensing Board investigators, agents, auditors, or the state police, without a warrant and without

notice to the licensee, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the MMMA and Medical Marihuana Facilities Licensing Act or applicable state laws is likely to be found and consistent with constitutional limitations, for the following purposes:

1. To inspect and examine all premises of Medical Marihuana Facilities.
 2. To inspect, examine, and audit relevant records of the licensee and, if the licensee or any managerial employees or employees fail to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored.
 3. To inspect the person, and inspect or examine personal effects present in a Medical Marihuana Facility, of any holder of state operating license while that person is present in a Medical Marihuana Facility.
 4. To investigate alleged violations of the MMMA and Medical Marihuana Facilities Licensing Act or applicable state laws.
- D. Any Safety Compliance Facility shall maintain a log book and/or database which complies with the MMMA and Medical Marihuana Facilities Licensing Act or applicable state laws;
- E. All Marihuana shall be contained within the building in an Enclosed, Locked Facility in accordance with the MMMA, as amended, and Medical Marihuana Facilities Licensing Act or applicable state laws;
- F. There shall be no other accessory uses permitted within the same facility other than those associated with testing Marihuana;
- G. All persons working in direct contact with Marihuana shall conform to hygienic practices while on duty;
- H. Litter and waste shall be properly removed and the operating systems for waste disposal shall be maintained in an adequate manner so that they do not constitute a source of contamination in areas where Marihuana is exposed;
- I. Floors, walls and ceilings shall be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair;
- J. Any buildings, fixtures and other facilities shall be maintained in a sanitary condition;
- K. Marihuana that can support the rapid growth of undesirable microorganisms including but not limited to mold shall be held in a manner that prevents the growth of these microorganisms;
- L. Exterior signage or advertising identifying the facility as a Safety Compliance Facility shall be prohibited.

- M. All Safety Compliance Facilities shall comply with all applicable requirements of the City of Buchanan Zoning Ordinance.

Section 11. Minimum Operational Standards of Processor Facilities

The following minimum standards for Processor Facility shall apply:

- A. The Processor shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, the Medical Marihuana Facilities Licensing Act, and the general rules of the Department of Licensing and Regulatory Affairs, as they may be amended from time to time;
- B. Consumption and/or use of Marihuana shall be prohibited at the Processor Facility;
- C. All activity related to the Processor Facility shall be done indoors;
- D. The premises shall be open, at all times, to any Michigan Medical Marihuana Licensing Board investigators, agents, auditors, or the state police, without warrant and without notice to the licensee, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the **MMMA** and Medical Marihuana Facilities Licensing Act or applicable state laws is likely to be found and consistent with constitutional limitations, for the following purposes:
1. To inspect and examine all premises of Medical Marihuana Facilities.
 2. To inspect, examine, and audit relevant records of the licensee and, if the licensee or any managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored.
 3. To inspect the person, and inspect or examine personal effects present in a Medical Marihuana Facility, of any holder of state operating license while that person is present in a Medical Marihuana Facility.
 4. To investigate alleged violations of the MMMA and medical Marihuana Facilities Licensing Act or applicable state laws.
- E. Any Processor Facility shall maintain a log book and/or database which complies with the MMMS, as amended, and Medical Marihuana Facilities Licensing Act or applicable state laws;
- F. All Marihuana shall be tagged as required by the MMMA, the Medical Marihuana Facilities Licensing Act or applicable state laws
- G. All Marihuana shall be contained within Enclosed Locked Facility in accordance with the MMMA, as amended;

- H. All necessary building, electrical plumbing and mechanical permits shall be obtained for any portion of the structure in which electrical wiring for device that support the processing of Marihuana are located;
- I. That portion of the structure where any chemicals are located and/or stored shall be subject to inspections at any time and approval by the City of Buchanan Fire Department to insure compliance with all applicable statues, codes and ordinances;
- J. The dispensing of Medical Marihuana at the Processor Facility shall be prohibited;
- K. All persons working in direct contact with marihuana shall conform to hygienic practices while on duty, including but not limited to:
 - 1. Maintaining adequate personal cleanliness;
 - 2. Washing hands thoroughly in adequate hand-washing areas before starting work and at any other time when the hands may have become soiled or contaminated;
 - 3. Refraining from having direct contact with Marihuana if the person has or may have an illness, open lesion, including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.
- L. Litter and waste shall be properly removed and the operating system for waste disposal are maintained in an adequate manner so that they do not constitute a source of contamination in areas where Marihuana is exposed;
- M. Floors, walls, and ceilings shall be constructed in such a manner that they may beadequately cleaned and kept clean and in good repair;
- N. There shall be adequate screening or other protection against the entry or pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste development of odor and minimize the potential for waste becoming and attractant, harborage or breeding place for pests;
- O. Any buildings, fixtures and other facilities shall be maintained in a sanitary condition;
- P. Each Processor Facility shall provide its occupants with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair;
- Q. Marihuana that can support the rapid growth of undesirable microorganisms including but not limited to mold shall be held in a manner that prevents the growth of these microorganisms;
- R. Processor Facility shall be free from infestation by insects, rodents, birds, or vermin or any kind;
- S. Processor Facilities shall produce no products other than useable Marihuana intended for human consumption.

- T. Exterior signage or advertising identifying the facility as a Processor Facility shall be prohibited.
- U. All Processor Facilities shall comply with all applicable requirements of the City of Buchanan Zoning Ordinance.

Section 12. Minimum Operational Standards of Secure Transporter

The following minimum standards for Secure Transporters shall apply:

- A. The Secure Transporter shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, the Medical Marihuana Facilities Licensing Act, and the general rules of the Department of Licensing and Regulatory Affairs, as they may be amended from time to time;
- B. Consumption and/or use of Marihuana shall be prohibited at a storage facility of a Secure Transporter.
- C. Storage of Marihuana by a Secure Transporter shall comply with the following:
 1. The storage facility shall be continuously monitored with a surveillance system that includes security cameras. The video recordings shall be maintained in a secure, off-site location for a period of fourteen (14) days. The storage facility shall not be used for any other commercial purposes.
 2. The storage facility shall not be open or accessible to the general public.
 3. The storage facility shall be maintained and operated so as to comply with all state and local rules, regulations and ordinances.
 4. The storage facility shall be open, at all times, to any Michigan Medical Marihuana Licensing Board investigators, agents, auditors, or the state police, without warrant and without notice to the licensee, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the MMMA and Medical Marihuana Facilities Licensing Act or applicable state laws is likely to be found and consistent with constitutional limitations, for the following purposes:
 - a. To inspect and examine all premises of Medical Marihuana Facilities.
 - b. To inspect, examine, and audit relevant records of the licensee and, if the licensee or any managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored.
 - c. To inspect the person, and inspect or examine personal effects present in a Medical Marihuana Facility, of any holder of state operating license while that person is present in a Medical Marihuana Facility.

- d. To investigate alleged violations of the MMMA and medical Marihuana Facilities Licensing Act or applicable state laws.
5. All marihuana stored within the facility shall be stored within Enclosed Locked Facilities in accordance with the MMMA amended.
6. All persons working in direct contact with marihuana being stored by a secure transporter shall conform to hygienic practices while on duty, including but not limited to:
 - a. Maintaining adequate personal cleanliness;
 - b. Washing hands thoroughly in adequate hand washing areas before starting work and at any other time when the hands may become soiled or contaminated;
 - c. Refrain from having direct contact with marihuana if the person has or may have an illness, open lesion, including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.
- D. A Secure Transporter licensee and each stakeholder shall not have an interest in a Grower Processor, Provisioning Center or State Compliance facility and shall *not* be a registered qualifying patient or a registered primary caregiver.
- E. A Secure Transporter shall enter all transactions, current inventory, and other information as required by the state into the statewide monitoring system as required by law.
- F. A Secure Transporter shall comply with all of the following:
 1. Each driver transporting marihuana must have a chauffer's license issued by the state.
 2. Each employee who has custody of marihuana or money that is related to a marihuana transaction shall not have been convicted of or released from incarceration for a felony under the laws of this state, any other state, or the United States within the past five (5) years or have been convicted of a misdemeanor involving a controlled substance with the past five (5) years.
 3. Each vehicle shall be operated with a two-person crew with at least one individual remaining with the vehicle at all times during the transportation of marihuana.
 4. A route plan and manifest shall be entered into the statewide monitoring system, and a copy shall be carried in the transporting vehicle and presented to a law enforcement officer upon request.
 5. The marihuana shall be transported by one or more sealed containers and not be accessible while in transit.
 6. A secure transporting vehicle shall not bear markings or other indication that it is carrying marihuana or a marihuana infused product.

- G. A vehicle used by a Secure Transporter is subject to administrative inspection by a law enforcement officer at any point during the transportation of marihuana to determine compliance with all state and local laws, rules, regulations and ordinances.
- H. All Secure Transporters shall comply with all applicable requirements of the City of Buchanan Zoning Ordinance.

Section 13. Location of Grower Facility, Safety Compliance Facility, Processor Facility, and Secure Transporter.

- A. No Grower Facility, Safety Compliance Facility, Processor Facility or Secure Transporter shall be located within One Thousand (1,000) feet of real property comprising a public or private elementary, vocational, or secondary school

Section 14. Location of Provisioning Centers

- A. No Provisioning Center shall be located within:
 - 1. One Thousand (1,000) feet of real property comprising a public or private elementary, vocational, or secondary school; or
 - 2. Five hundred (500) feet of a church or religious institution defined tax exempt by the City Assessor's Office.

Section 15. Denial and Revocation

- A. A Permit issued under this Ordinance may be revoked after an administrative hearing at which the City Commission by majority vote of members present determines that any grounds for revocation under this Ordinance exist. Notice of the time and place of the Hearing and the grounds for revocation must be given to the holder of a Permit at least five days prior to the date of the hearing, by first class mail to the address given on the license application; a licensee whose license is subject of such Hearing may present evidence and/or call witnesses at the Hearing;
- B. A Permit applied for or issued under this Ordinance may be denied or revoked on any of the following basis:
 - 1. Any violation of this Ordinance;
 - 2. Any conviction of or release from incarceration for a felony under the laws of this State, any other state, or the United States within the past five (5) years by the Applicant or any stakeholder of the Applicant as measured from the date of the Application or the date of becoming a stakeholder, whichever occurs later, or while licensed under this Ordinance; or any conviction of a substance-related felony by the Applicant or any stakeholder of the Applicant ever or while licensed under this Ordinance;
 - 3. Commission of fraud or misrepresentation or the making of a false statement by the Applicant or any stakeholder of the Applicant while engaging in any activity for which this Ordinance requires a Permit;

4. Sufficient evidence that the Applicant(s) lack, or have failed to demonstrate, the requisite professionalism and/or business experience required to assure strict adherence to this Ordinance and the rules and regulations governing the Medical Marihuana Program in the State of Michigan;
5. The Medical Marihuana Facility is determined by the City of Buchanan to have become a public nuisance;
6. The Michigan Medical Marihuana Licensing Board has denied, revoked or suspended the applicant's state license.

Section 16. Penalties and Discipline

- A. The City of Buchanan may require an applicant or holder of a Permit for a Medical Marihuana Facility to produce documents, records, or any other material pertinent to the investigation of an application or alleged violation of this Ordinance. Failure to provide the required material may be grounds for application denial, Permit revocation, or discipline;
- B. Any person in violation of any provision of this Ordinance or any provision of a Permit issued under this Ordinance is responsible for a misdemeanor, punishable by a fine of up to \$500.00 plus cost of prosecution, 90 days imprisonment, or both, for each violation. Each day a violation of this Ordinance continues to exist constitutes a separate violation. This section is not intended to prevent enforcement of any provision of the State law by the City of Buchanan Police Department. A violator of this Ordinance shall also be subject to such additional sanctions, remedies and judicial orders as are authorized under Michigan law;
- C. A violation of this Ordinance is deemed to be a nuisance per se. In addition to any other remedy available at law, the City of Buchanan may bring an action for an injunction or other process against a person to restrain, prevent, or abate any violation of this Ordinance.
- D. All fines imposed under this Ordinance shall be paid within forty-five (45) days after the effective date of the order imposing the fine or as otherwise specified in the order;
- E. The City Commission may temporarily suspend a Medical Marihuana Facility Permit without a hearing if the City Commission finds that public safety or welfare requires emergency action. The City Commission shall cause the temporary suspension by issuing a Suspension Notice by majority vote of members present and voting thereon in connection with institution of proceedings for a Hearing;
- F. If the City Commission temporarily suspends a Permit without a Hearing, the holder of permit is entitled to a hearing within thirty (30) days after the Suspension Notice has been issued. The hearing shall be limited to the issues cited in the Suspension Notice.
- G. If the City Commission does not hold a hearing within thirty (30) days after the date of suspension was issued, then the suspended Permit shall be automatically reinstated and the suspension vacated.

- E. The City Commission may temporarily suspend a Medical Marihuana Facility Permit without a hearing if the City Commission finds that public safety or welfare requires emergency action. The City Commission shall cause the temporary suspension by issuing a Suspension Notice by majority vote of members present and voting thereon in connection with institution of proceedings for a Hearing;
- F. If the City Commission temporarily suspends a Permit without a Hearing, the holder of permit is entitled to a hearing within thirty (30) days after the Suspension Notice has been issued. The hearing shall be limited to the issues cited in the Suspension Notice.
- G. If the City Commission does not hold a hearing within thirty (30) days after the date of suspension was issued, then the suspended Permit shall be automatically reinstated and the suspension vacated.

Section 17. Applicability

The provisions of this ordinance shall be applicable to all persons and facilities described herein, whether the operations or activities associated with a marijuana facility were established without authorization before the effective date of this ordinance.

Section 18. Enforcement

This Ordinance shall be enforced and administered by the City Manager, or such other City official as may be designated from time to time by resolution of the City Commission.

Section 19. Severability

In the event that any one or more sections, provisions, phrases or words of this Ordinance shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity or the enforceability of the remaining sections, provisions, phrases or words of this Ordinance.

Section 20. Effective Date

This Ordinance shall become effective fifteen (15) days after its enactment.

Proposed Commission Member:

Supported Commission Member:

Roll Call Vote:

Ayes:

Nays:

Abstain:

Absent:

MADE, PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF BUCHANAN, BERRIEN COUNTY, MICHIGAN, ON THE _____ DAY OF _____, 20__, AND IT WAS PUBLISHED IN THE BERRIEN COUNTY RECORD NEWSPAPER ON _____, 20_____.

Sean Denison, Mayor

Kalla Langston, City Clerk

CERTIFICATION I hereby certify that the above is a true and complete copy of an ordinance adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a regular meeting held on the _____ day of _____, 20_____, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 as required by said act

Kalla Langston, City Clerk

CITY OF BUCHANAN
BERRIEN COUNTY, MICHIGAN
ORDINANCE 2021.12/426, AN ORDINANCE TO AMEND THE CITY OF
BUCHANAN, MICHIGAN CODE OF ORDINANCES CHAPTER 18, BUSINESSES
ARTICLE IV, ADULT USE MARIHUANA ESTABLISHMENTS

AN ORDINANCE TO AUTHORIZE AND REGULATE ADULT USE MARIHUANA ESTABLISHMENTS PURSUANT TO THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT BEING INITIATED LAW 1 OF 2018.

A regular meeting of the City of Buchanan, Berrien County, Michigan, held at the Buchanan City Hall on _____, _____, 20____, at 7 p.m., Commissioner _____ moved to adopt the following Ordinance, which motion was seconded by Commissioner _____

THE CITY OF BUCHANAN ORDAINS:

...

Section 3. Authorization of Marihuana Establishments and Fee

A. The maximum number of each type of Adult Use marihuana establishments allowed in the City shall be as follows in accordance with the regulations below:

Number of Marihuana Establishments to be Permitted:

Marihuana Grower:	
Class A — not more than 100 marijuana plants	5
Class B — not more than 500 marijuana plants	5
Class C — not more than 2,000 marijuana plants	10
Excess Marihuana Grower	2
Marihuana Processor	10
Marihuana Retailer	5
Marihuana Secure transporter	5
Marihuana Safety compliance facility	5
Designated Consumption Establishment	2
Marihuana Microbusiness	1
Temporary Marihuana Event	1

Section 25. Effective Date

This Ordinance shall become effective ten (15) days after its enactment.

Proposed by Commission Member:

Supported by Commission Member:

Roll Call Vote:

Ayes:

Nays:

Abstain: None

Absent:

None

MADE, PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF BUCHANAN, BERRIEN COUNTY, MICHIGAN, ON THE _____ DAY OF _____, 20_____, AND IT WAS PUBLISHED IN THE BERRIEN COUNTY RECORD NEWSPAPER ON _____, _____, 20_____

By: _____
Sean Denison., Mayor

Kalla Langston, City Clerk

CERTIFICATION

I hereby certify that the above is a true and complete copy of an ordinance adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a regular meeting held on the _____ day of _____, 20____, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 as required by said act.

Kalla Langston, City Clerk

CITY OF BUCHANAN
BERRIEN COUNTY, MICHIGAN
ORDINANCE 2021.12/427, AN ORDINANCE TO AMEND THE CITY
OF BUCHANAN, MICHIGAN CODE OF ORDINANCE CHAPTER 2-
ADMINISTRATION,
TO ADD AN “ARTICLE V- CODE OF CONDUCT & ETHICS”,
AS SET FORTH BELOW,

**CITY OF
BUCHANAN
CITY CODE OF
CONDUCT**

This ordinance shall be known as the City of Buchanan Code of Conduct (“Code”).

THE CITY OF BUCHANAN ORDAINS:

.....

Section 1. Intent and Purpose.

The purpose of this Code is to establish standards of conduct for all City elected or appointed officers, board and commission members, and employees of the City (except those employees subject to a collective bargaining agreement (hereinafter “Covered Individual(s)”). This Code shall be interpreted and enforced so as to avoid even the appearance of impropriety by the Covered Individual or the City. All Covered Individuals have a fiduciary duty of care to the City and additional duties under Michigan law and City Ordinance. These duties require Covered Individuals to faithfully pursue the interests of the City, rather than individual financial or other interests or the interests of another person, business entity or organization.

As such, each Covered Individual shall have the fiduciary duty to be attentive to the City’s activities and finances. Covered Individuals shall oversee the way in which the City’s funds, assets and affairs are disposed of and managed. The fiduciary duty includes attending, being prepared for and participating in all meetings; reading and understanding financial statements and reports; asking appropriate questions, and exercising sound judgment. Breach of any duty under this Code may subject the Covered Individual to the sanctions set out in this Code and other financial or legal consequences.

Section 2. Definitions.

As used in this Code, the words or phrases below shall have the following meanings:

“Business Entity”

Any corporation, company, limited liability company, foreign or domestic corporation or company, partnership, sole proprietorship, joint venture, unincorporated entity or association, social organization, or any form of commercial or business entity.

“City”

The City of Buchanan, a municipal corporation organized and operated under the laws of the State of Michigan.

“Commercial Benefit”

Any contract, permit, license, business engagement, agreement, profit, sale of products or services, collection of or entitlement to current or future payments of money or any exchange of value or barter that, directly or indirectly, in any way benefits any Business Entity, including an

Business Entity doing business with the City or within the boundaries of the City or gives any Business Entity a competitive advantage over any competing Business Entity.

“Commission”

The Commission of the City of Buchanan.

“Confidential Information”

Any information that has been obtained by or is in the possession of a Covered Individual in the course of his or her duties for the City, which is exempt from disclosure to the public pursuant to the Michigan Freedom of Information Act, MCLA § 15.231 et seq., as amended, or pursuant to other privileges, privacy requirements, law, regulation, or policy.

“Decision”

A deliberation, review or consideration of, determination, action, advice, vote, or other disposition upon an ordinance, a motion, proposal, recommendation, resolution or any other City action.

"Gift"

Except as otherwise provided in this Code and regardless of value, any gratuity, discount, entertainment, hospitality, loan, forbearance, property or other tangible or intangible item having any monetary value including, but not limited to, cash, jewelry, food and drink, travel, lodging, and honoraria for speaking engagements, any of which are related to or attributable to an individual’s status as a Covered Individual.

“Immediate Family”

- A. A Covered Individual’s spouse, significant other, civil union partner or domestic partner;
- B. A Covered Individual's relatives by marriage, lineal descent or adoption, including but not limited to grandparents, parents, aunts, uncles, nieces or nephews, cousins, siblings, children, step-children, and grandchildren.
- C. An individual claimed by a Covered Individual or the Covered Individual’s spouse, significant other, civil union partner, or domestic partner as a dependent under on any tax return filed under federal or state tax law.

“Ownership Interest”

A direct or indirect financial, ownership or pecuniary interest that a Covered Individual currently has or will have in:

- A. Any Business Entity in which the Covered Individual or a member of his or her Immediate Family is currently or will be an officer, executive, manager, partner, shareholder, director, member, employee, or agent;
- B. Any Business Entity in which the Covered Individual or a member of his or her immediate family controls or will control, or directly or indirectly owns or will own, any stock, membership, investment interest, ownership, or partnership interest, regardless of value; or
- C. Any person or Business Entity with which the Covered Individual currently has or will have any oral or written contract, employment contract, agency contract, a sales or purchaser relationship, or any commercial or employment relationship of any kind whatsoever.

“Private Gain”

A Covered Individual's use of any City resources, including but not limited to the City's equipment, computers, copiers/printers, facilities, supplies, or staff, which results in or is intended to result in gain or benefit of any kind for the Covered Individual. Also, any benefit which is accepted or received by a Covered Individual, or is reasonably perceived to be accepted by a Covered Individual, as payment, remuneration or a reward for the purpose of influencing a Covered Individual's decision or vote in a specific matter or for refraining from a decision, vote or the performance of an official action in a specific matter, or as an inducement for the Covered Individual to act in favor of some interest other than the public interest. Unless this standard is violated, the following types of benefits, monetary payments or reimbursements, gifts, or awards may be received by a Covered Individual:

- A. Payment of salary, compensation, or benefits to the from the City, or the payment of salary, compensation, or benefits to the Covered Individual by an employer or Business Entity other than the City pursuant to a contract or agreement where the payment is unrelated to the Covered Individual's elected or appointed position with the City;
- B. Authorized reimbursement by the City for actual and necessary expenses incurred by the Covered Individual in the course of City related business;
- C. Fees, expenses, or income, including those resulting from outside employment, which are permitted to be earned by, or reimbursed to, the Covered Individual in accordance with Michigan law, City ordinance, policies, rules, and/or regulations;
- D. Campaign or political contributions that are made and reported by the Covered Individual in accordance with Michigan law;
- E. Admission or registration fees, travel expenses, entertainment, meals, or refreshments of a value of \$100.00 or less that are furnished to a Covered Individual by the sponsor of an event, appearance, or ceremony which is related to official City business in connection with such an event, appearance, or ceremony and to which one or more members of the public are invited, or that are furnished to a Covered Individual in connection with a speaking engagement, teaching, or the provision of assistance to an organization or another governmental entity, provided the

City does not compensate or reimburse the Covered Individual for admission or registration fees, travel expenses, entertainment, meals, refreshments, costs or expenses for the same activity;

F. Admission, of \$100.00 or less value, to a charitable or civic event to which a Covered Individual is invited in his or her official capacity where any admission required of all persons attending the event is waived or paid for by a party other than the City;

G. An award of \$100.00 or less value publicly presented to a Covered Individual by an individual or a nongovernmental entity or organization in recognition of public service, acts of heroism, or crime solving;

H. An award, gift, or other token of recognition of \$100.00 or less value presented to the Covered Individual by representatives of a governmental body or political subdivision who are acting in their official capacities;

I. A gift received from a Covered Individual's Immediate Family member, provided that the relative or immediate family member is not acting as a third party's intermediary or an agent in an attempt to circumvent this Code;

J. A registration fee for a seminar or other informational conference that a Covered Individual attends in a capacity other than as a speaker, panelist, or moderator, where such registration fee that is charged for the Covered Individual's attendance is waived or paid for by a party other than the City;

K. Expenses or gratuities, including but not limited to admission fees, lodging, meals, or transportation, that are paid for the Covered Individual and are related to the Covered Individual's participation at a seminar, conference, speaking engagement, or presentation in his or her official capacity as a speaker, panelist, or moderator where such expenses are waived or paid for by a party other than the City, provided that, within ten (10) business days after the conclusion of the seminar, conference, speaking engagement, or presentation, the Covered Individual files with the Commission a statement which contains the following information for each expense that is paid for or waived or for each gratuity that is provided:

- (1) A description of the expense or the gratuity;
- (2) The amount of the expense or the gratuity;
- (3) The date that the expense was incurred, or that the gratuity was received;
- (4) The date that the expense was paid or waived, or that the gratuity was received; and
- (5) The name and address of the party that paid or waived the expense or provided the gratuity;

L. Meals or beverages of \$100.00 or less value provided to a Covered Individual by an individual or a nongovernmental organization during a meeting related to City business;

M. Anything of any value presented to or received by a Covered Individual on behalf of the City where the thing of value is offered to, and accepted by, the City;

N. Complimentary single copies of trade publications, books, reports, pamphlets, calendars, periodicals, or other informational materials that are received by a Covered Individual;

O. Compensation paid to a Covered Individual for a published work that did not involve the use of the City's time, equipment, computers, printer/copiers, facilities, supplies, staff, or other resources and where the payment is arranged or paid for by the publisher of the work; or

P. Receipt of a devise, bequest, or inheritance by a Covered Individual.

“Relative”

A person who is related to the Covered Individual as spouse, domestic partner, civil union partner, or as any of the following, whether by marriage, blood, or adoption: parent, child, brother, sister, uncle, aunt, cousin, nephew, niece, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, brother-in-law, or sister-in-law.

Section 3. Standards of Conduct.

A. Gift Ban.

Except as permitted by this Code, no Covered Individual shall intentionally solicit or accept any gift, regardless of value, from any individual or Business Entity that: (1) is seeking official action by a Covered Individual or by a public official or employee working at the direction of a Covered Individual; (2) is currently doing business or seeking to do business with the City; or (3) has interests that may be affected in any way by the performance or nonperformance of the official duties of a Covered Individual.

B. Conflicts of Interest.

(1) A Covered Individual shall not intentionally take or refrain from taking any action, vote or decision, or induce or attempt to induce any other Covered Individual or employee to take or refrain from taking any action, vote or decision on any matter pending before the City that would result in a Private Gain or Commercial Benefit for any of the following:

- (a) The Covered Individual;
- (b) A member of the Covered Individual's Immediate Family;
- (c) The Covered Individual's employer;

(d) Any Business Entity in which the Covered Individual, a member of the Covered Individual's Immediate Family has or will have an Ownership Interest, financial, equity or ownership interest; or

(e) Any Business Entity with which the Covered Individual, the Covered Individual's Immediate Family is negotiating for or seeking employment or any other business, professional relationship, private gain or Commercial Benefit.

(2) A Covered Individual must inform herself/himself of any ownership interest or investment in any City customer, patron, franchisee, vendor, or product/service supplier that could or does create a conflict of interest under this Code. A Covered Individual must avoid personal interests, Ownership Interests and investments that influence the objectivity or independence of their judgment or conduct in carrying out their duties and responsibilities. Covered Individuals must disqualify themselves from any deliberations, decision-making, or action on behalf of the City regarding such transactions.

(3) A Covered Individual who, either directly or through the City, deals with City vendors, customers, franchisees, suppliers, banks, insurance companies, investment companies, finance companies, or other financial institutions or service providers in the course of performing any duties on behalf of the City must not use their position as a Covered Individual to influence the terms on which they transact personal business with such vendors, customers, franchisees, suppliers, banks, insurance companies, investment companies, financial institutions or service providers.

(4) A Covered Individual who is aware or reasonably should be aware that he or she has a conflict of interest under this Code shall disclose the conflict on the public record, abstain from deliberating, voting or making any decision on a related matter, and refrain from making statements which may influence the votes of other Covered Individuals on the matter.

C. Compliance with Other Standards.

A Covered Individual shall comply with the letter and spirit of all applicable local, state and federal laws, and the standards set forth in this Code and any additional ethical standards set forth by organizations relevant to the particular profession(s) of a Covered Individual. In case of any conflict or inconsistency between this Code and any other relevant ethical standards or laws, a Covered Individual shall comply with the more stringent standards in order to ensure the highest level of integrity.

D. Disclosure.

Within 30 calendar days of the effective date of this Code, all Covered Individuals shall complete and file a written disclosure with the City Commission identifying any violations of this Code or direct or indirect Ownership Interest in any Business Entity or any ownership interest that the Covered Individual expects to have. At any time after the effective date of this Code, each Covered Individual shall file a required written dated disclosure with the City Commission within thirty (30) calendar days of election, employment or appointment or within thirty (30) calendar days after a violation of this Code or Ownership Interest or arises. The City

Manager shall serve copies of all such disclosures to all members of the City Commission immediately upon receipt of a disclosure.

E. Impartiality.

A Covered Individual shall treat all members of the public with professional courtesy, impartiality, fairness, and equality.

F. Improper Use of Position.

A Covered Individual shall not use or attempt to use his or her position to secure, request, or grant any privilege, exemption, advantage, or preferential treatment for himself or herself, an Immediate Family member, or any other person or business entity. A Covered Individual shall not act as an agent, attorney, representative or advocate (whether compensated or not compensated) for another person, Immediate Family member or Business Entity in any matter pending before the City or any current or future business proposal of any nature.

G. Incompatible Employment.

A Covered Individual shall not engage in employment, or render services, for a public or private interest or Business Entity where such employment or service is incompatible or in conflict with the proper discharge or performance of the Covered Individual's duties and responsibilities, or where such employment or service can be reasonably expected to impair the Covered Individual's independence of judgment or action in the discharge of his or her official duties and responsibilities.

H. Nepotism.

A Covered Individual shall not cause the employment or any favorable employment action as to any member of the Covered Individual's Immediate Family or participate in any employment decision regarding a member of his or her Immediate Family or relative. This section shall not prohibit a Covered Individual from recommending or approving a comprehensive City budget for all employees that includes compensation or fringe benefits for an Immediate Family member.

I. Political Activity.

A Covered Individual shall not use any City equipment, computers, printer/copiers, facilities, supplies, or staff for his or her own political benefit, to seek any elective or appointive office, or for the political benefit of any other person seeking elective or appointive office, other than the use of property or facilities made available to the general public on an equal basis for fair market value and payment.

J. Confidential Information.

(1) A Covered Individual shall not knowingly use Confidential Information for actual or anticipated political purposes, personal gain or for the actual or anticipated personal gain of any other person, Immediate Family or Business Entity.

(2) A Covered Individual shall not knowingly disclose to any person or business entity any confidential information that is acquired in the course of his or her position with the City, including but not limited to employee personnel file or medical information or information provided, obtained, or discussed in a closed session of a the Commission.

K. Public property and personnel.

Except as provided by law, a Covered Individual shall not, directly or indirectly, use, attempt to use, or permit another to use any City equipment, facilities, supplies, or staff for private gain, commercial gain or Commercial Benefit.

Section 4. Media Communications and Professionalism Standards

For the purposes of this Code, media includes traditional media, such as television, radio, newspapers and electronic or social media. Social media includes internet and mobile-based applications, websites and email, for sharing and discussing information, where users can post photos, video, comments and links to other information to create content on any topic. Social media includes web-based platforms, such as but not limited to Facebook, Twitter, blogs, YouTube, subscription sites, Instagram, SnapChat, etc.

A. Media Regulations.

(1) Covered Individuals are discouraged from identifying themselves as connected to the City of Buchanan when responding to or commenting on blogs regarding personal opinions or views. If a Covered Individual chooses to identify him or herself with the City and makes or posts a media statement on a matter related to City business, the following disclaimer must be made: “These comments are my own and do not represent the position of the City of Buchanan.”

(2) The following types of media statements or releases by a Covered Individual are prohibited:

- (a) Cyber-bullying, stalking or harassment.
- (b) Release of confidential or private data. If there are questions about what constitutes confidential or private data, contact the City Manager before release.
- (c) Inappropriate use of the City’s name, logo or the Covered Individual’s position or title.
- (d) Comments that are profane, obscene, vulgar, denigrating, threatening, insulting, bullying, or harassing or that contain or link to pornographic content.
- (e) Content that promotes, fosters, or constitutes harassment or discrimination on the basis of race, color, gender, gender identity or orientation, national origin, religion, ancestry, age, sexual orientation, gender identity, disability, pregnancy or pregnancy-

related conditions, genetic information, active military status, or any other status protected by state or federal law.

- (f) Sexual content or links to sexual content.
- (g) Conduct or encouragement of illegal activity.
- (h) Information that does or may tend to compromise the safety or security of the public, public systems or law enforcement.
- (i) Content that violates legal ownership rights of any other party (e.g. copyright, trademark or trade name).
- (j) Content disclosing protected health information.
- (k) Content pertaining to or disclosing confidential or privileged information or pending litigation involving the City.

B. Professionalism Standards.

All Covered Individuals must treat others with respect and in a professional and courteous manner at all times, whether in person or in written communications, including media communications. Covered Individuals shall refrain from using profanities, insults, or other disparaging remarks regarding others. Covered Individuals shall make truthful, factual statements and not knowingly misrepresent, mischaracterize, or misquote information. False and/or defamatory statements are prohibited.

Section 5. Validity of Decisions; Recovery of Value.

- A. A violation of this Code shall not constitute a basis for a third party challenge the validity of any decision of the Commission.
- B. The value of anything transferred or received in breach of the standards set forth in this Code may be recovered by and on behalf of the City.

Section 6. Notification.

- A. The City Manager shall deliver, by regular mail or email, a copy of this Code to any newly elected or appointed Covered Individual prior to the time that the Covered Individual takes office.
- B. Any time that this Code is amended, the City Manager shall deliver, by mail or otherwise, a copy of the amended Code to all current Covered Individuals prior to the effective date of the amendment.

Section 7. Hearings.

- A. Upon acquiring a report or reasonable suspicion of a violation of this Code by a Covered Individual the Mayor and one Commission Member or any two Commission Members may call for a hearing to be held at a regular or special meeting of the Commission to determine, by the vote of a simple majority, whether or not a violation of this Code occurred, and if so, what sanctions shall be imposed or other actions taken for the violation. The Covered Individual

charged with a violation of this Code shall not in any way participate in any review, investigation, consideration, discussion or votes concerning the alleged violation or any sanctions.

B. Hearings under Subsection A may also be held upon the Commission’s receipt of a detailed, signed complaint filed against a Covered Individual by a citizen or other third party.

C. All individuals subject to hearing proceedings under this Code shall be afforded due process of law, including notice of charges, an opportunity to respond, hearing regarding the charges, and the right to representation of their choice before, during and after any hearings.

D. When a Commissioner reasonably believes that a Covered Individual has a conflict of interest that has not been declared, the Commission Member may request the entire Commission to hold a hearing to determine whether a conflict of interest exists under the provisions of this Code.

Section 8. Sanctions for Violations

A. The City Commission, following a hearing and finding of a violation under this Code, may, by a simple majority, vote to impose sanctions or take such other actions to address violations of this Code. Sanctions or actions may include reprimand, censure, termination of employment or appointment, removal from office, or change of a business relationship or contract with an individual or Business Entity, or such other sanctions or actions as provided by this Code, City Ordinance, the Commission’s Bylaws or Michigan law.

B. Any sanctions imposed under this Code shall not be construed to limit, diminish or impair the rights of the City to enforce any and all contract or other laws and bring suit or seek any other remedies, penalties, fines, restitution, or forfeitures available under any applicable Michigan law.

Section 9. Effective Date

This Ordinance shall become effective ten (15) days after its enactment.

Proposed by Commission Member:

Supported by Commission Member:

Roll Call Vote:

Ayes:

Nays:

Abstain:

Absent:

MADE, PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF BUCHANAN, BERRIEN COUNTY, MICHIGAN, ON THE _____ DAY OF _____ 20_____, AND IT WAS PUBLISHED IN THE BERRIEN COUNTY RECORD NEWSPAPER ON _____, _____, 20_____

By: _____
Sean Denison., Mayor

Kalla Langston, City Clerk

CERTIFICATION

I hereby certify that the above is a true and complete copy of an ordinance adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a regular meeting held on the _____ day of _____, 20___, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 as required by said act.

Kalla Langston, City Clerk

CITY OF BUCHANAN
BERRIEN COUNTY, MICHIGAN
ORDINANCE 2021.12 / 423, AN ORDINANCE TO AMEND THE CITY OF
BUCHANAN, MICHIGAN CODE OF ORDINANCES CHAPTER 18, BUSINESSES BY
ADDING ARTICLE IV, ADULT USE MARIHUANA ESTABLISHMENTS

AN ORDINANCE TO AUTHORIZE AND REGULATE ADULT USE MARIHUANA
ESTABLISHMENTS PURSUANT TO THE MICHIGAN REGULATION AND TAXATION
OF MARIHUANA ACT BEING INITIATED LAW 1 OF 2018.

A regular meeting of the City of Buchanan, Berrien County, Michigan, held at the
Buchanan City Hall on _____, _____, _____, 2021, at 7 p.m.,
Commissioner _____ moved to adopt the following Ordinance,
which motion was seconded by Commissioner _____.

THE CITY OF BUCHANAN ORDAINS:

.....

Section 17. Minimum Operational Standards of Temporary Marihuana Events

A. A temporary marihuana event shall comply at all times and in all circumstances with
the Act, and the Rules of the Department of Licensing and Regulatory Affairs, as they
may be amended from time to time; and the applicable ordinances of the City.

B. A temporary marihuana event permit shall only be issued to person who holds a
marihuana event organizer permit from the City and a license issued by LARA.

C. A separate temporary marihuana event permit is required for each day that a
temporary marihuana event is requested to take place. Temporary marihuana event
permits shall not be issued to any one Establishment or organization covering a period
of more than 7 consecutive days, or 21 days cumulatively during any one calendar year.

D. A temporary marihuana event shall only be held at a venue approved by the City for
the purpose of holding a temporary marihuana event.

E. Smoking and vaping of marihuana products may be allowed in specific areas, but
only if formally approved by a majority vote of the City Commission, as part of an
approved "Temporary Marihuana Event" permit application. Smoking and/or vaping of
marihuana products in all other areas remains strictly prohibited

.....

**Section 19. Location of Retailers, Microbusinesses, Designated Consumption
Establishments, or Temporary Marihuana Event**

No Retailers, Microbusiness, Designated Consumption Establishments or Temporary Marihuana Events shall be located within:

A. One Thousand (1,000) feet of real property comprising an operational public or private elementary, vocational, or secondary school in existence at the time of adoption of this Ordinance; or

B. Five hundred (500) feet of a church or religious institution defined tax exempt by the City Assessor's Office and in existence at the time of adoption of this ordinance.

C. No adult use marihuana establishment shall be located within Five Hundred (500) feet of a public park with activities designed specifically for youth.

D. The requirements set forth in Sections A.-C. above may be waived by a super-majority vote of the Buchanan City Commission (i.e., at least 4 out of 5 votes in favor of the waive

Effective Date This Ordinance shall become effective fifteen (15) days after its enactment.

Proposed by Commission Member:

Supported by Commission Member:

Roll Call Vote:

Ayes:

Nays:

Abstain: None

Absent: None

MADE, PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF BUCHANAN, BERRIEN COUNTY, MICHIGAN, ON THE _____ DAY OF _____ 20_____, AND IT WAS PUBLISHED IN THE BERRIEN COUNTY RECORD NEWSPAPER ON _____, _____, 20_____ By:

Sean Denison., Mayor _____

Kalla Langston, City Clerk _____

CERTIFICATION I hereby certify that the above is a true and complete copy of an ordinance adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a regular meeting held on the _____ day of _____, 20_____, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 as required by said act.

Kalla Langston, City Clerk

**CITY OF BUCHANAN
(Berrien County, Michigan)**

RESOLUTION NO. _____

RESOLUTION APPROVING BUILDING AUTHORITY LEASE AND NOTICE

Minutes of a regular meeting of the City Commission of the City of Buchanan, Berrien County, Michigan, held in the City Hall on _____, 2021, at _____ p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Buchanan (the “City”), has established the City of Buchanan Building Authority (the “Building Authority”) pursuant to Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (the “Act”); and

WHEREAS, a proposed Full Faith and Credit General Obligation Lease Contract providing for the lease by the City from the Building Authority of new department of public works facilities (the “Lease Contract”), and the design, acquisition, and construction of new department of public works facilities and the purchase and installation of furnishings and equipment, together with parking, site improvements, detention ponds for water management and flood plain mitigation and appurtenant properties and facilities necessary or convenient for the effective use thereof (the “Facilities”), has been presented to and reviewed by the City Commission; and

WHEREAS, the Lease Contract shall not become effective until 60 days after a Notice of Intent to enter into the Lease Contract has been published in a newspaper of general circulation in the City, pursuant to Section 8(b) of the Act; and

WHEREAS, the Building Authority will issue Building Authority Bonds in the amount of not to exceed \$5,570,000 to finance the Facilities (the “Bonds”).

NOW, THEREFORE, BE IT RESOLVED that:

1. The Lease Contract, in the form attached as Exhibit A, is approved and the Mayor and the Clerk of the City are authorized and directed to execute the Lease Contract on behalf of the City, with such changes, additions, and completions as they shall approve.

2. The obligations of the City in the Lease Contract shall be the limited tax, full faith and credit, general obligation of the City. However, any tax levy by the City to meet these obligations is subject to applicable charter, statutory, and constitutional limitations on the taxing power of the City.

3. The Clerk is authorized and directed to publish a Notice of Intent to enter into the Lease Contract in the *Niles Daily Star*, a newspaper of general circulation in the City determined to be the newspaper reaching the largest number of persons to whom such Notice is directed, which Notice shall be in substantially the form attached as Exhibit B.

4. The Mayor, the City Manager, the Clerk, and the Treasurer, or any one of them, are authorized and directed to take all actions and to execute any agreements, documents, conveyances, including conveyance of such interest in the site or sites on which the facilities are located, by quit claim deed or lease or otherwise, to the Building Authority, as is necessary to finance the Facilities pursuant to the Act, certificates, insurance contracts, rating applications and other applications or instruments necessary to complete the transactions provided for in the Lease Contract or necessary for the issuance of the Bonds.

5. The Mayor, the City Manager, the Clerk, and the Treasurer of the City, or any one of them, are authorized and directed to execute a continuing disclosure certificate on behalf of the City in a form satisfactory to the Authority's bond counsel, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

6. The Mayor, the City Manager, and the Treasurer of the City, or any one of them, are authorized and directed to participate in the preparation of a preliminary and final Official Statement with respect to the Bonds, and to sign any documents or certificates required thereby.

7. The Mayor, the City Manager, the Clerk, and the Treasurer of the City, or any of them, are authorized and directed to take all actions and to execute any agreements, documents, conveyances, certificates, and other applications or instruments necessary for the issuance of the Bonds, including, without limitation, an Application for State Treasurer's Approval to Issue Long-Term Securities and the submission of any supporting or related documents.

8. The City and the Building Authority may proceed to acquire and construct the Facilities using available funds of the City from the general fund, a fund for the general operations of the City and other funds of the City.

9. At such time as the Building Authority issues the bonds for the long-term financing of the Improvements, the City shall be reimbursed for its expenditures for the Improvements out of the proceeds of the bonds.

10. This resolution and the expression of intent to seek reimbursement from future proceeds of the bonds is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

11. This resolution shall take effect upon passage by the City Commission.

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Kalla Langston, Clerk
City of Buchanan

CERTIFICATION

I, Kalla Langston, hereby certify that the foregoing is a true and complete copy of a resolution adopted by said City Commission of the City of Buchanan at a regular meeting held on _____, 2021, and that public notice of said meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, including, in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting

Kalla Langston, Clerk
City of Buchanan

EXHIBIT A

[Form of Lease Contract Attached.]

EXHIBIT B

[NOTE TO PUBLISHER – Publish at ¼ page size]

FORM OF NOTICE

TO THE ELECTORS AND TAXPAYERS OF THE
CITY OF BUCHANAN, MICHIGAN

NOTICE OF INTENT TO ENTER INTO A LEASE CONTRACT
WITH THE CITY OF BUCHANAN BUILDING AUTHORITY
PLEDGING THE CITY’S LIMITED TAXING POWER

PLEASE TAKE NOTICE that the City Commission of the City of Buchanan, Michigan (the “City”) intends and has resolved to enter into a Lease Contract with the City of Buchanan Building Authority (the “Building Authority”), pursuant to which the Building Authority shall sell bonds (the “Bonds”) in an amount not to exceed \$5,570,000, for the purpose of defraying the cost of the design, acquisition, and construction of new department of public works facilities and the purchase and installation of furnishings and equipment, together with parking, site improvements, detention ponds for water management and flood plain mitigation and appurtenant properties and facilities necessary or convenient for the effective use thereof (the “Project”).

SOURCE OF PAYMENT

LIMITED TAX FULL FAITH AND CREDIT OF THE CITY

NOTICE IS FURTHER GIVEN that in the contract of lease, the City will obligate itself to make cash rental payments to the Building Authority in amounts sufficient to pay the principal of and interest on the Bonds to be issued by the Building Authority and that the full faith and credit of the City will be pledged for the making of the cash rental payments as a limited tax first budget obligation. Pursuant to the pledge of its full faith and credit, the City will be required in each fiscal year to include in its general fund budget and to appropriate such amounts as shall be necessary to make the cash rental payments to the extent other moneys, are not available to make the cash rental payments. In no event may the City levy ad valorem taxes for the purpose of paying the cash rental payments or for the Project in amounts in excess of the rates permitted by charter, constitutional, and statutory limitations on the taxing power of the City. In addition to its obligation to make cash rental payments, the City will agree, in the contract of lease, to pay the costs and expenses of operating and maintaining the Project to the extent other funds are not sufficient.

RIGHT OF REFERENDUM

The Lease Contract will become effective without a vote of the electors thereon, after the expiration of sixty (60) days following the publication of this notice, unless petitions requesting an election on the question of whether the Lease Contract should be effective, signed by not less than 10% or 15,000 of the registered electors in the City, whichever is less, are filed with the City Clerk within forty-five (45) days after the date of this publication, in which case the Lease Contract shall not become effective unless approved by a majority of the electors of the City qualified to vote and voting thereon.

A copy of the Lease Contract is on file at the office of the City Clerk.

THIS NOTICE is given pursuant to the requirements of Section 8b of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended.

Kalla Langston, Clerk
City of Buchanan

**FULL FAITH AND CREDIT
GENERAL OBLIGATION LEASE CONTRACT**

between

THE CITY OF BUCHANAN BUILDING AUTHORITY

and

THE CITY OF BUCHANAN

for

CITY DPW FACILITIES

Dated: _____, 2022

**FULL FAITH AND CREDIT
GENERAL OBLIGATION LEASE CONTRACT**

City DPW Facilities

This Full Faith and Credit General Obligation Lease Contract is made as of _____, 2022 (the “Lease Contract”), between the City of Buchanan Building Authority, a public corporation organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, (the “Authority”) and the City of Buchanan, Berrien County, Michigan, a Michigan municipal corporation organized and existing under the Constitution and laws of the State of Michigan, (the “City”):

RECITALS

1. The Authority has been incorporated by the City under and pursuant to the provisions of Act 31 of the Public Acts of Michigan, 1948 (First Extra Session), as amended (the “Act”), for the purpose of providing, acquiring, furnishing, equipping, owning, improving, enlarging, operating and/or maintaining a building or buildings, automobile parking lots or structures, recreational facilities, stadiums, and the necessary site or sites therefor, together with the appurtenant properties and facilities necessary or convenient for the effective use thereof, for any legitimate public purpose of the City, and as otherwise authorized by the Act.

2. The City desires to design, acquire, and construct new department of public works facilities and purchase and install furnishings and equipment, together with parking, site improvements, detention ponds for water management and flood plain mitigation, and appurtenant properties and facilities necessary or convenient for the effective use thereof (which buildings, furnishings, equipment, its site and other properties are together the “Facilities”), and the Authority is willing to provide, acquire, improve and equip the Facilities and lease the same to the City.

3. If this Lease Contract were not executed between these parties, the City would need to acquire the Facilities in the foreseeable future from other sources in order to provide necessary facilities for public services, at a cost to the City more than the annual rental required to be paid under this Lease Contract.

4. The Site for the Facilities (the “Site”) is a parcel of land in the City described in the attached Exhibit A, and the Authority will erect improvements, remodel, expand, furnish and equip the Facilities on the Site.

5. The total cost of the Facilities and improvements to the Facilities is estimated not to exceed \$5,570,000, which sum will include the architects' fees and financing fees and costs, the cost of acquisition of the Facilities and contingencies.

6. The estimated period of usefulness of the Facilities is determined to be in excess of 30 years.

7. The cost of the Facilities is to be provided by the Authority by authorizing the issuance of its Building Authority Bonds in the principal amount of not to exceed \$5,570,000 (the "Building Authority Bonds") pursuant to the provisions of the Act.

8. As a prerequisite to the authorization and issuance of the Building Authority Bonds, it is necessary for the parties to enter into a lease contract whereby the Authority will lease to the City and the City will lease from the Authority the Facilities for a period extending beyond the last maturity date of the Building Authority Bonds.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for the consideration in and referred to by this Lease Contract, the parties agree as follows:

1. FACILITIES: The Authority, as soon as practicable after the execution and delivery of this Lease Contract, shall cause plans and specifications to be prepared for the Facilities acceptable to the City Commission of the City. Following the preparation of the plans and specifications, the Authority shall cause to be prepared contracts for the construction and renovation of the Facilities which are acceptable to the City Commission of the City. After the City Commission's approval of the plans and specifications of the Facilities and after issuance of the Building Authority Bonds, the Authority shall be cause the Facilities to be constructed and completed in accordance with the plans and specifications.

2. LEASE TERM: In consideration of the rentals and other terms and conditions herein specified, the Authority leases to the City, and the City leases from the Authority the Facilities to be acquired, TO HAVE AND TO HOLD for a term commencing on the effective date of this Lease Contract and ending on the date that the principal of and interest on all Building Authority Bonds have been paid in full.

3. LEASE PAYMENTS: The City shall pay semiannual cash rental payments to the Authority in an amount sufficient to pay, when due, both the principal of and the interest on the Building Authority Bonds. The cash rental payments shall be paid by the City to the Authority on _____ 1 and _____ 1 of each year in an amount sufficient to pay the annual principal payments on the Building Authority Bonds in the total authorized principal sum of not to exceed \$5,570,000 amortized over a period not exceeding 30 years, plus semiannual interest at a maximum net interest rate of 6% per annum. If the amount of principal or interest on the Building Authority Bonds when sold is less than that stated above, this paragraph shall be deemed amended to require payment of principal and actual interest necessary for the debt service requirements of the Building Authority Bonds.

If an increase in the semiannual cash rental payments is necessary in order to provide adequate funds for the Authority to meet its debt service requirements on the Building Authority Bonds issued and outstanding, the City covenants and agrees to pay the increased annual rental. The City agrees that the cash rental provided in this Lease Contract does not to exceed fair and reasonable compensation for the Facilities.

The City may, in its sole discretion, in any semiannual period, pay in advance any portion of its rental in excess of the semiannual requirement, in which event the Authority shall

credit the City with advance payment of the next succeeding annual requirements to the extent of such excess payments.

The City, in connection with a redemption or defeasance of the Building Authority Bonds, may pay in advance its obligations required to be paid by this Lease Contract, in which event the Authority shall credit the City with advance payment on future-due payments to the extent of such advance payment. The City at the time of any such payment also shall specify by written request that the cash rentals paid in advance of the requirements set out in this Section be used to redeem Building Authority Bonds prior to maturity, either currently or at some future date, to the extent the provision for prior redemption is made in the Building Authority Bonds, in which event the Authority shall be obligated to apply and use the advance payments for such purpose to the fullest extent possible and the officers of the Authority shall be authorized to call such bonds for redemption and take all steps to redeem such bonds without further approval. If such payments are made by the City for redemption of Building Authority Bonds at some future date, the City shall make such payments on the date of such redemption or, if the Building Authority Bonds are being defeased in advance of redemption, the date upon which funds are required to be deposited with an escrow agent or other fiduciary and irrevocably pledge to the payment of the principal of, interest on, and redemption premium on the Building Authority Bonds.

Notwithstanding any other provisions of this Lease Contract, if the lease payments required by this section are inadequate for payment of both the principal of and the interest on the Building Authority Bonds when due, the City shall provide additional funds to make up the shortfall.

4. PLEDGE OF FULL FAITH AND CREDIT: The City, pursuant to the Act, establishes the obligations in this Lease Contract as general obligations of the City, and further by a majority vote of the elected members of the City Commission, pledges its limited tax, full faith and credit, contractual general obligation, as limited in this Lease Contract, to the payment of all sums, rates, fees, costs and the annual cash rental payments due under this Lease Contract.

The City shall include in its budget for the year commencing July 1, 2022, and for each year thereafter, an amount which, when added to the money received for such purpose shall be sufficient to make the cash rental payments to the Authority and shall levy each year such ad valorem taxes in an amount which, together with other funds available for such purpose, shall be sufficient for the payment of such annual cash rental payments in anticipation of which the Building Authority Bonds are issued, but not in an amount or at a rate exceeding that necessary to pay such contractual obligation, provided however that if the City has other funds on hand, at the time prescribed by law for the making of any tax levy, which have been set aside and earmarked for payment of its obligations for which a tax levy would otherwise have to be made, then the tax levy shall be reduced by the amount of the other funds. Any such tax levy is limited as to rate and amount by applicable constitutional, charter, and statutory limitations on the taxing power of the City.

5. SITE: The Authority covenants and agrees that it will, before or upon the issuance of the Building Authority Bonds, acquire good and marketable title to the Site for the Facilities or a leasehold interest in the Site for the Facilities.

6. OPERATION AND MAINTENANCE: The City, at its own expense during the term of this Lease Contract, shall cause the Facilities to be operated and maintained in good repair, and the expenses in connection therewith shall be borne and paid, or caused to be paid, by the City, in addition to all other rentals herein required. Operation and maintenance shall be deemed to include, but not to the exclusion of any other items not herein specified, lighting, heating, snow and debris removal, painting and such other repair and maintenance items as are necessary to provide for efficient operation of the Facilities and to keep the same in good repair and working order, and securing proper insurance coverage.

7. BUDGET: The City shall include in its budget for the year commencing July 1, 2022, and shall include in its budget for each year thereafter, an amount which shall be sufficient to pay the operation and maintenance costs of the Facilities as herein specified for the next ensuing fiscal year. On or before June 15 of each and every fiscal year, the City shall prepare a statement of the moneys to be included in the next ensuing fiscal budget for the operation and maintenance costs of the Facilities. A copy of the budget shall be given to the Authority. The Authority shall have the right and privilege to communicate directly with the City Commission regarding any disputed items in that budget, and in any event the budget shall be reasonably adequate to cover the obligations of the City in this Lease Contract. In no event shall the amounts to be included by the City in its annual budget for the maintenance, operation and rental expenses in connection with this Lease Contract be less than the amount required to reasonably maintain the Facilities, and to pay promptly and fully all obligations maturing under this Lease Contract, and in no event shall the City's obligation in any such annual budget be less than the amount required by law.

8. ADDITIONAL EQUIPMENT: The City may install in the Facilities such equipment, furnishings or fixtures, in addition to those provided by the Authority, as it may desire, but shall not make any permanent alterations to the Facilities that will in any way affect either the security of the Building Authority Bonds or the prompt payment of principal or interest on the Building Authority Bonds.

9. PROHIBIT IMPROPER USE: The City covenants and agrees that it will not permit the use of the Facilities in any manner that will substantially increase the rate of insurance thereon, or for any purpose which will result in a violation of local, state or federal laws, rules or regulations, in effect now or in the future, and shall during the term of this Lease Contract hold the Authority harmless from and indemnify the Authority for any loss, cost, damage or expense by any accident, loss, casualty or damage resulting to any person or property through any use, misuse, or non-use of the Facilities, or by reason of any act or thing done or not done on, in, or about the Facilities or in relation to the Facilities. The City further covenants and agrees that it will promptly and at its own expense, make and pay, or cause payment to be made, for any and all changes and alterations in or about the Facilities, which, during the terms of this Lease Contract, may be required to be made any time by reason of local, state or federal laws, and to save the Authority harmless and free from all cost to do so.

10. AUTHORITY ACTION: To carry out the acquisition and construction of the Facilities and the financing thereof in accordance with the provisions of the Act, the following actions shall be taken by the Authority:

The Authority shall, upon the execution of this Lease Contract, adopt the necessary resolution and proceed to authorize the issuance of the Building Authority Bonds in one or more series in the aggregate principal sum of not to exceed \$5,570,000, pursuant to and in accordance with the provisions of the Act, being the amount estimated to defray the cost of the acquisition and construction of the Facilities, together with architects' fees, legal and financing expenses and contingencies, amortized over a period not exceeding 30 years. The Authority shall offer for sale, and take such other legal procedure as may be necessary to sell the Building Authority Bonds.

The Authority shall, by resolution, pledge the receipt from the cash rentals herein agreed to be paid by the City, for the payment of principal of and interest on the Building Authority Bonds.

The Authority shall enter into and execute contracts for the acquisition and construction of the Facilities in accordance with the plans and specifications approved by the Authority and the City Commission, and no changes in the plans and specifications shall be made without the approval of the City Commission. The contracts shall be in a form approved by the City Commission and no changes in the contracts shall be made without the approval of the City Commission. The construction of the Facilities shall be supervised by the City's staff.

The Authority shall require and secure from any contractor undertaking the construction of the Facilities, necessary and proper bonds to guarantee the performance of said contract in such amount and in such form as may be approved by the City Commission, and such labor and material bonds as are required by law.

The Authority shall, immediately upon receipt of the proceeds of the sale of the Building Authority Bonds, comply with all requirements provided for in the resolution relative to the disposition and use of such proceeds.

11. ADDITIONAL FUNDS: If for any reason there are not sufficient funds to complete the acquisition and construction of the Facilities, and additional funds are needed, the parties agree that, at the option of the City Commission, either of the following methods for providing said additional funds shall be used:

The City may pay the necessary funds as additional advance rentals, and obtain credit or repayment therefor out of future rentals due under the terms of this Lease Contract after all outstanding Building Authority Bonds are paid; or

The City may increase the amount of the annual cash rental payments it pays to an amount fully sufficient to amortize any additional building authority bonds issued by the Authority.

12. POSSESSION: The Authority shall deliver possession of the Site for the Facilities to the City on the effective date of this Lease Contract, and possession of each portion of the Facilities on the date that construction of that portion of the Facilities is completed. The obligation of the City for the payment of the annual cash rental payments shall in any event remain in full force and effect and shall be paid by the City at all times and in the amounts above

specified in order to provide for the payment of principal of and interest on the Building Authority Bonds.

13. NO ABATEMENT OF RENT: There shall be no abatement of the annual cash rental payments required to be made by the City for any reason whatsoever. If, in the case of damage or destruction of the Facilities or other portions of the Site therefor, the funds received from any insurance policies or other sources, are, in the judgment of the Authority, insufficient to make the Facilities usable or tenantable, then the Authority shall hold and/or invest the funds paid to it as a result of such loss for the benefit of the holders of outstanding Building Authority Bonds. When such funds in addition to rentals paid by the City are sufficient to pay the principal of and interest on all outstanding Building Authority Bonds the Authority shall deposit and hold the total of such funds and the rental payments in trust for the benefit of the bondholders and use them to pay the principal, interest and call premiums, if any, on the Building Authority Bonds as they mature or as they become callable. Such funds so held may be invested in bonds, notes, bills and certificates of the United States of America.

14. INSURANCE: The City shall provide or cause to be provided liability insurance in an adequate amount protecting the Authority and the City against loss on account of damage or injury or death to persons or property resulting from ownership of the Facilities, or resulting from any act or omission, on the part of the Authority, or the City, or either of their agents, officers and employees, in connection with the acquisition and construction, operation, maintenance or repair of the Facilities, or the furnishing of any service to the City. The Authority shall require a sufficient fidelity bond from any person handling the Authority's funds.

15. ASSIGNMENT: The rights, duties and obligations of the City under this Lease Contract may not be assigned in whole or in part during the term of this Lease Contract or while any of the Building Authority Bonds are outstanding and unpaid.

16. RIGHT OF ENTRY: The Authority, its agents, servants, or employees, shall have the right to enter the Facilities at all reasonable times for the purpose of inspecting the same and determining whether the City is complying with all of the terms, agreements, covenants and conditions in this Lease Contract.

17. COVENANT TO PAY RENT: The City covenants and agrees that it will continue to pay to the Authority, in accordance with the terms of this Lease Contract, the annual cash rental payments required by this Lease Contract and pay all costs for the operation and maintenance of the Facilities, without abatement for any reason, until the principal of and interest on all Building Authority Bonds are paid in full.

18. REMEDIES: The City covenants and agrees that if, before all the principal and interest on the Building Authority Bonds has been paid in full, the City fails to make the annual cash rental payments or pay the operation and maintenance as required by this Lease Contract, the Authority may use all the remedies provided by law or in equity to correct said default, including those specifically provided in the Act.

In addition to the other remedies provided by law, the parties recognize the rights and remedies which bondholders have by virtue of the provisions of a bond resolution to be

adopted by the Authority providing for the issuance of bonds under the provisions of the Act. The City and the Authority agree that all holders of Building Authority Bonds may compel performance of the duties and obligations of each of the parties to this Lease Contract.

19. PARTIAL RELEASE. The City shall have, and is hereby granted, the right to require the Authority to release from the terms and restrictions hereof any part of the Site, or any interest therein, at any time and from time to time while the City is not in default hereunder, without cost to the City, provided that the City furnishes the Authority with:

A notice, in writing, containing an adequate legal description of that portion of the Site with respect to which such right is to be exercised, together with a survey thereof; and

A certificate signed by an engineer or architect stating (i) that no part of the Facilities (other than sewer, water, gas, electric, and communication lines and other utilities, and the like, which shall be specified in such certificate) is located on the portion of the Site with respect to which such right is exercised, and (ii) that the severance of such portion of the Site will not impair the operating utility or materially alter the character of the Project or the balance of the Site.

From and after the consummation of any release effected by the City pursuant to the provisions of this Section, any reference herein to the Site shall be deemed to refer to the real property described therein, and the buildings and improvements thereon, less and except any portion or interest therein released to the City under this Section and any part theretofore released to the City under this Section. No release effected by the City under the provisions of this Section shall entitle the City to any abatement or diminution of the cash rentals or other obligations payable hereunder.

20. REFUNDING BONDS. In the event that, after issuance of the Building Authority Bonds, it becomes possible to accomplish a net savings of debt service costs and consequently the payments payable by the City for lease of the Facility through the issuance of refunding bonds, the Authority shall be authorized, on its own motion, to issue such refunding bonds, and the aggregate cash rental to be paid by the City hereunder shall automatically be decreased to equal an amount sufficient to pay all principal of and interest on the Building Authority Bonds and such refunding bonds when due. In the event any refunding bonds are issued, the duties and obligations of the Authority and the City as expressed and set forth in this Lease Contract shall be applicable to such refunding bonds as well as the Building Authority Bonds, it being at all times fully recognized and agreed that the cash rentals to be paid by the City, as specified in Section 3 above, shall be based upon the total amount of bonds issued to finance or refinance the costs of the Facility. Any such refunding bonds shall mature on such dates as may be provided by the resolutions authorizing issuance and sale of the refunding bonds, and the cash rentals shall be adjusted as necessary to pay the principal of such refunding bonds plus the interest thereon. All of the provisions of this Lease Contract shall be applicable to the adjusted amounts. Immediately upon the issuance of such refunding bonds, the Authority shall furnish and supply to the City documentation specifying the new schedule of Building Authority Bond payments and cash rentals, increased as herein authorized, which shall be substituted and take the place of schedules herein specified. In the event refunding bonds are issued, all

references herein to the Building Authority Bonds shall be deemed to include the refunding bonds.

21. **RIGHTS OF BONDHOLDERS:** The Authority and the City each recognize that the holders of the Building Authority Bonds will have contractual rights in this Lease Contract, and it is therefore, covenanted and agreed that so long as any of the Building Authority Bonds shall remain outstanding and unpaid, the provisions of this Lease Contract shall not be subject to any alteration or revision which would in any manner unfavorably affect either the security of the Building Authority Bonds or the prompt payment of principal of or interest thereon. The Authority and the City further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Lease Contract promptly at the times and in the manner required by this Contract, and will not suffer any act which would in any way impair the Building Authority Bonds, the security therefor, or the prompt payment of principal of and interest thereon.

22. **FIRST LIEN:** The City and the Authority covenant and agree that the proceeds of any sale or other liquidation of any interest of the City in the Facilities, the Site or any other portion of the Facilities, are hereby impressed with a first lien in favor of the holders of the Building Authority Bonds for the payment of any outstanding Building Authority Bonds.

23. **NOTICE:** Any notice necessary or proper to be given to either of the parties hereto may be served in the following manner:

If to the Authority, by delivering the same to any member of its Board.

If to the City, by delivering the same to the City Clerk or the Mayor.

24. **TERM:** This Lease Contract shall remain in full force and effect for a term commencing on the effective date of this Lease Contract and continuing until such time as the Building Authority Bonds are paid in full. At the end of such period, this Lease Contract and title to the Facilities shall both be conveyed to the City in a manner contemplated by the Act.

25. **QUIET ENJOYMENT:** The Authority covenants that the City, upon compliance with the terms of this Lease Contract, shall peacefully and quietly have and hold and enjoy the leased premises for the term of this Lease Contract.

26. **BINDING EFFECT:** This Lease Contract shall inure to the benefit of and be binding upon the respective parties and their permitted successors and assigns.

27. **NULL AND VOID IF NO BONDS ISSUED:** If for any reason the Building Authority Bonds are not issued or cannot be lawfully sold, this Lease Contract shall be null and void. However, in no event shall this Lease Contract become null and void if the Building Authority Bonds are sold and delivered.

28. CHANGE IN ORGANIZATION; TERRITORY; CORPORATE STATUS: In the event changes occur in the constitution or laws of the State of Michigan which shall affect the organization, territory, powers or corporate status of the City, the terms and provisions of this Lease Contract shall not be affected by that change and the rights, duties and obligations of the parties shall not be altered or affected by that change insofar as ownership and rights of possession and requirement of payment on the outstanding bonds are concerned.

IN WITNESS WHEREOF, the Authority, by a resolution of its Board of Commissioners, and the City, by a resolution of its City Commission, have each caused this Lease Contract to be signed on their behalf as of the date first written above.

This Lease Contract has been executed in quadruplicate.

Witnessed by:

**CITY OF BUCHANAN BUILDING
AUTHORITY**

By: _____

Its: Chairperson, Board of Commissioners

And: _____

Its: Secretary, Board of Commissioners

In the presence of:

CITY OF BUCHANAN

By: _____

Sean Denison

Its: Mayor

And: _____

Kalla Langston

Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF BUCHANAN)

_____ and _____, respectively, the Chairperson and the Secretary of the City of Buchanan Building Authority appeared before me on _____, 2022, and acknowledged they signed this document on behalf of the Authority as authorized and directed by resolution of its Board of Commissioners.

Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of Buchanan

STATE OF MICHIGAN)
)SS
COUNTY OF BUCHANAN)

Sean Denison and Kalla Langston, respectively, the Mayor and the Clerk of the City of Buchanan, appeared before me on _____, 2022, and acknowledged they signed this document on behalf of the City as authorized and directed by resolution of its City Commission.

Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in the County of Buchanan

Drafted by and when recorded
return to:

Roger A. Swets
Dickinson Wright PLLC
200 Ottawa Avenue, Suite 1000
Grand Rapids, Michigan 49503

Exhibit A to Lease Contract

LEGAL DESCRIPTION

Land located in City of Buchanan, County of Berrien, State of Michigan, described as:

Legal Descriptions