

## REGULAR MEETING OF THE BUCHANAN CITY COMMISSION MONDAY, OCTOBER 23, 2023 – 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 <a href="mailto:clerk@cityofbuchanan.com">clerk@cityofbuchanan.com</a>
- 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. Minutes

1) Consider approving the regular meeting minutes from October 9, 2023.

#### B. **Appointments**

- 1) B.A.R.B Appointments- Consider approving Jacob Brown (City) and Emily Koziel (Township) to B.A.R.B.
- 2) Plan Commission- Consider approving Peter Lysy for a partial term ending June 2025 and Jacob Brown term ending June 2026.
- 3) Buchanan Tree Friends- Consider approving Cala Moeller to join the Buchanan Tree Friends.

#### C. Expenditures

1)Consider approving the General Expenditures for October 23, 2023, in the amount of \$264,970.90.

#### VIII. Scheduled Matters from the Floor (if any)

#### IX. Reports by: Departments, Committees, Boards

- A. Clerk Report- City Clerk, Kalla Langston
  - 1) Presentation of Early Voting Agreement between the City of Buchanan and the County of Berrien.

- 2) Consider Resolution 2023.10/28- A resolution authorizing the city clerk to enter into an early voting agreement with Berrien County.
- B. Community Development Report Community Development Director, Rich Murphy
  - 1) Consider Resolution 2023.10/29- a resolution to sell city owner property at 123 Days Ave. Buchanan, MI 49107 to Lise Gustavsen. The City Commission unanimously approved the purchase of 123 Days Ave. to Lise Gustavsen on September 25, 2023.
- X. Unfinished Business
  - A. Second Reading and Consideration of Ordinance 2023.10/437- amendment to the zoning ordinance official map of the City of Buchanan.
- XI. New Business
- **XII. Communications** (informational only, formal board action is not necessary for these items, unless so desired)
  - A. Buchanan Riverfront Master Plan Public Workshop on October 24, 2023, at 5:00 PM
- XIII. Public Comment Non-Agenda Items Only (3-minute limit)
- **XIV.** Executive Comments
  - A. City Manager Comments
  - B. <u>Commissioner Comments</u>
  - C. Mayor Comments
- XV. Adjourn



## REGULAR MEETING OF THE BUCHANAN CITY COMMISSION MONDAY, OCTOBER 09, 2023 – 7:00 PM

#### CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

#### **MINUTES**

#### I. Call to Order

The meeting was called to order at 7:00 P.M.

#### II. Recognition

None

#### III. Pledge of Allegiance

Mayor Denison led in the Pledge of Allegiance.

#### IV. Roll Call

**Present:** Mayor Sean Denison, Mayor Pro Tem Mark Weedon, Commissioner Patrick Swem, Commissioner Daniel Vigansky

**Absent:** Commissioner Larry Money

**City Staff:** City Manager, Benjamin Eldridge; City Clerk, Kalla Langston; Community Development Director, Rich Murphy; Director of Public Services, Mike Baker; Director of Public Safety, Tim Ganus.

#### V. Approve Agenda

Motion made by Swem, supported by Weedon to approve the agenda, as presented. Roll call vote carries unanimously.

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

None

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

- **<u>A.</u> <u>Minutes</u>** Consider approving the Regular Meeting Minutes from September 25, 2023.
- **B.** Expenditures-Consider approving the General Expenditures for October 09, 2023, in the amount of \$ 37,270.75.

Motion made by Weedon, supported by Vigansky to approve the consent agenda, as presented. Roll call vote carries unanimously.

#### VIII. Scheduled Matters from the Floor (if any)

<u>A.</u> <u>Rick Paniagua</u>- Presentation and Consideration of Art Installation at the 120 E. Front St. (back of the building)

Paniagua gave a history of his business and how he came to Buchanan. Paniagua also touched on the collaboration of the community with his business, city workers and volunteers. Emphasizing beautician and the improvement of Buchanan.

Paniagua talked about the current situation with his building with much needed tuck-pointing to the back of the building. The mural would cover the patch work from the tuck pointing. Paniagua would like to finish the artwork before the season is over.

The mural has been started as well as painting on the lower back of the building and side of the building. The process was started before going through the correct protocol. Stop orders were given to Paniagua. Recommendations to stop painting then go in front of Design Review Committee and explain the paint used for the side of the building and the lower level of the back building.

#### IX. Reports by: Departments, Committees, Boards

#### A. Community Development Report - Community Development Director, Rich Murphy

1) Consider approving Medical and Adult Use Renewal License (Retail and Provisioning Center) for KISA Enterprise/Pinnacle Emporium at 221 E. Front St.

Motion made by Swem, supported by Vigansky to approve the Medical and Adult Use renewal license for KISA Enterprise/Pinnacle Emporium at 221 E Front St. Roll call vote carries unanimously.

#### X. Unfinished Business

#### XI. New Business

<u>A.</u> <u>Introduction and first reading of Ordinance 2023.10/437</u>- amendment to the zoning ordinance official map of the City of Buchanan.

Murphy presented the first reading of Ordinance 2023.10/437. The ordinance is an amendment to the zoning ordinance for 208 Days Ave. from R-1A to be rezoned C-3. Murphy has been working with developers who are wanting to develop a boutique hotel at the 206- and 208-days Ave. The Plan Commission initiated the application and favorably recommends the amendment.

**B.** Resolution 2023.10/26- A resolution setting 2023 schedule of fees and charges for Oak Ridge Cemetery.

Motion made by Swem, supported by Weedon to approve resolution 2023.10/26. Roll call vote carries unanimously.

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

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

Mary Gilbert- Asking to hear updates from the Fire Chief and Water Department. Would like to hear an update from Anton, owner of fifteen-to-twelve restaurant involving the lift station. Concerns about financial stability and expansion on comments made previously. Update on Feed Mill and asked for no profanity.

Norma Ferris- Called a member of the senate for coffee sit down with the commission.

#### **XIV.** Executive Comments

#### A. City Manager Comments

Reminder on Trick-or Treat hours are Tuesday October 31st 6:00 PM-8:00 PM.

#### B. <u>Commissioner Comments</u>

Vigansky- As far as using profanity, sometimes you need to. Thanked Mary for the comment about the update about the lift station.

Swem- Go Pack Go.

Weedon- Likes processes followed. When they are followed it does seem to be difficult.

#### C. Mayor Comments

The DPW building received its last permit to begin construction. Encouraged everyone to attend the Tin Shop Theater, they really did a great job.

#### XV. Adjourn

Item VII. A.

Motion made by Weedon, supported by Vigans carries unanimously.	ky to adjourn the meeting at 8:09 PM. Roll call vote
Kalla Langston, City Clerk	Mayor Sean Denison

10/17/2023 02:55 PM

DB: Buchanan

Item VII. C. INVOICE JOURNAL PROOF REPORT FOR CITY OF BUCHANAN Page: 1 User: CBAHAM

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/17/2023 AP	AP	AALFS PETROLEUM INC. GAS AND OIL Vnd: 0336 Invoice: 56728	Invoice: 56728 Ref#: 27174(OIL FOR WWTP CLAIF 592-590.000-751.000 592-000.000-202.000	RIFIERS) 181.65	181.65
		Expected Check Run: 10/23/2023			
				181.65	181.65
09/30/2023 AP	AP	AALFS PETROLEUM INC.  GAS AND OIL  Vnd: 0336 Invoice: 09.30.23  Vnd: 0336 Invoice: 09.30.23	Invoice: 09.30.23 Ref#: 27180 (SEPTEMBER FUEL	CHARGES) 703.52 2,236.21 65.48 291.77 171.44 413.33	3,418.54 463.21
		Expected Check Run: 10/23/2023			
				3,881.75	3,881.75
10/17/2023	AP	ADVANCED IRRIGATION CONTRACTUAL Vnd: 2294 Invoice: 34220	Invoice: 34220 Ref#: 27176(BUCHANAN/DEWEY ST 101-441.000-818.000 101-000.000-202.000	DUCK POND SPRII 217.50	NKLER RE) 217.50
		Expected Check Run: 10/23/2023			
				217.50	217.50
10/17/2023	AP	ADVANCED IRRIGATION CONTRACTUAL Vnd: 2294 Invoice: 34481	Invoice: 34481 Ref#: 27177(BUCHANAN/DEWEY ST 101-441.000-818.000 101-000.000-202.000	DUCK POND SPRII 917.92	NKLER RE) 917.92
		Expected Check Run: 10/23/2023			
		•		917.92	917.92
10/17/2023	AP	ADVANCED IRRIGATION	Invoice: 34457 Ref#: 27178(BUCHANAN/DEWEY ST		NKLER RE)
		CONTRACTUAL Vnd: 2294 Invoice: 34457	101-441.000-818.000 101-000.000-202.000	2,483.92	2,483.92
		Expected Check Run: 10/23/2023			
				2,483.92	2,483.92
10/17/2023	AP	ADVANCED IRRIGATION CONTRACTUAL Vnd: 2294 Invoice: 35420	Invoice: 35420 Ref#: 27179(BUCHANAN/DEWEY ST 101-441.000-818.000 101-000.000-202.000	DUCK POND SPRII 960.17	960.17
		Expected Check Run: 10/23/2023			
				960.17	960.17

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Post Date	Journal	Description		GL Number	DR Amount	CR Amount
10/17/2023	AP	AFFORDABLE ASPHALT PAVING CONTRACTUAL Vnd: 1264 Invoice: 10.10.23	Invoice: 10.10.2	23 Ref#: 27175 (LABOR - ASPHALT 214-000.000-818.000 214-000.000-202.000	PAVING FOR PH	ELPS, CARRO) 4,650.00
		Expected Check Run: 10/23/2023			4,650.00	4,650.00
10/17/2023	AP	ANGELA BAGGETT	Invoice: 10 12 1	3 Ref#: 27173(FUEL & MEAL REI	•	1,000.00
10/11/2023	AI	TRAVEL & CAR ALLOWANCE Vnd: 2248 Invoice: 10.13.23	Invoice. 10.13.2	101-301.000-873.000 101-000.000-202.000	47.84	47.84
		Expected Check Run: 10/23/2023				
					47.84	47.84
10/17/2023	AP	ASHLEY HANSON MARKET MASTER FEES Vnd: 0562 Invoice: 10.06.23-10.14.23		3-10.14.23 Ref#: 27245 (MARKET 248-754.000-803.000 248-000.000-202.000	MASTER HOURS) 400.00	400.00
		Expected Check Run: 10/23/2023			400.00	400.00
10/17/2023	AP	ASTRONG CONSTRUCTION LLC	Invoice 1979 De	ef#: 27186(VICTORY PARK PAVILL		
10/17/2023	ΑI	PARK & RECREATION EXPENSES Vnd: 2325 Invoice: 1878	INVOICE. 1070 RE	401-000.000-970.007 401-000.000-202.000	50,000.00	50,000.00
		Expected Check Run: 10/23/2023				
					50,000.00	50,000.00
10/17/2023	AP	AUSRA KUBOTA, INC. MAINTENANCE - VEHICLE Vnd: 0820 Invoice: IN08260	Invoice: IN08260	Ref#: 27210(PARTS FOR REPAIR 101-441.000-939.000 101-000.000-202.000	ON 2019 FORD) 325.12	325.12
		Expected Check Run: 10/23/2023				
					325.12	325.12
10/17/2023	AP	AUSRA KUBOTA, INC. MAINTENANCE - VEHICLE Vnd: 0820 Invoice: WN03428	Invoice: WN03428	Ref#: 27211 (REPAIRS ON 2019 101-441.000-939.000 101-000.000-202.000	FORD) 2,314.33	2,314.33
		Expected Check Run: 10/23/2023				
					2,314.33	2,314.33
10/17/2023	AP	BARRY SEAT COVER & AUTO GLASS MAINTENANCE - VEHICLE Vnd: 0089 Invoice: 77045	Invoice: 77045 F	tef#: 27184 (REPAIR SEAT IN CAR 101-301.000-939.000 101-000.000-202.000	250.00	250.00
		Expected Check Run: 10/23/2023				
					250.00	250.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/17/2023	AP	BEARING HEADQUARTERS MAINTENANCE - EQUIPMENT Vnd: 1798 Invoice: 5927885	Invoice: 5927885 Ref#: 27181(BEARINGS FOR SWEE: 101-441.000-933.000 101-000.000-202.000	PER) 188.06	188.06
		Expected Check Run: 10/23/2023	_	188.06	188.06
10/15/0000					188.06
10/17/2023	AP	BEST ONE TIRE & SERVICE MAINTENANCE - EQUIPMENT Vnd: 2080 Invoice: 4430022268	Invoice: 4430022268 Ref#: 27183(LOADER TIRE RE: 101-441.000-933.000 101-000.000-202.000	PAIR) 212.99	212.99
		Expected Check Run: 10/23/2023	_	010.00	010.00
				212.99	212.99
10/17/2023	AP	BEST ONE TIRE & SERVICE MAINTENANCE - VEHICLE	Invoice: 4430022765 Ref#: 27185(OIL CHANGE AND 101-441.000-939.000	ENGINE REPAIR 1,805.00	R ON 2001 IN:
		Vnd: 2080 Invoice: 4430022765	101-441.000-939.000	1,803.00	1,805.00
		Expected Check Run: 10/23/2023	_		
				1,805.00	1,805.00
10/17/2023	AP	BEST ONE TIRE & SERVICE MAINTENANCE - EQUIPMENT Vnd: 2080 Invoice: 4430022487	Invoice: 4430022487 Ref#: 27187(TIRES FOR KUBO' 101-441.000-933.000 101-000.000-202.000	TA ZD 1211) 359.49	359.49
		Expected Check Run: 10/23/2023	_		
				359.49	359.49
10/17/2023	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 4170246810	Invoice: 4170246810 Ref#: 27189(MATS FOR DPW)	83.94	83.94
		Expected Check Run: 10/23/2023	_		
				83.94	83.94
10/17/2023	AP	CIVIC PLUS	Invoice: 269466 Ref#: 27188(ONLINE CODE HOSTING		HROUGH 9/)
		CONTRACTUAL Vnd: 2220 Invoice: 269466	101-265.000-818.000 101-000.000-202.000	1,050.00	1,050.00
		Expected Check Run: 10/23/2023			
		-	_	1,050.00	1,050.00
10/17/2023	AP	CORE BORE LLC	Invoice: 15-1048 Ref#: 27190(609 RIVER STREET N	WATER LINE RE	PAIR)
		CONTRACTUAL Vnd: 1692 Invoice: 15-1048	592-591.000-818.000 592-000.000-202.000	3,922.00	3,922.00
		Expected Check Run: 10/23/2023	_		
				3,922.00	3,922.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/17/2023	AP	CORE BORE LLC CONTRACTUAL Vnd: 1692 Invoice: 15-1047	Invoice: 15-1047 Ref#: 27191(613 RIVER ST WATE 592-591.000-818.000 592-000.000-202.000	CR LINE REPAIR) 6,366.48	6,366.48
		Expected Check Run: 10/23/2023	-	6,366.48	6,366.48
10/17/2023	AP	DASH MEDICAL	Invoice: INV1295952 Ref#: 27198(CASE OF GLOVES	·	,
		GLOVES Vnd: 1477 Invoice: INV1295952	101-301.000-756.000 101-000.000-202.000	101.90	101.90
		Expected Check Run: 10/23/2023	<u>-</u>		
				101.90	101.90
10/17/2023	АР	DETROIT SALT COMPANY ROAD MAIN. MATERIAL & SUPPLIES ROAD MAIN. MATERIAL & SUPPLIES Vnd: 2137 Invoice: S124-22181 Vnd: 2137 Invoice: S124-22181	Invoice: S124-22181 Ref#: 27193(SALT FOR WINTE 202-463.000-782.000 203-463.000-782.000 202-000.000-202.000 203-000.000-202.000	ER 2023) 1,629.78 1,629.78	1,629.78 1,629.78
		Expected Check Run: 10/23/2023	<u>-</u>		
				3,259.56	3,259.56
10/17/2023	АР	DETROIT SALT COMPANY ROAD MAIN. MATERIAL & SUPPLIES ROAD MAIN. MATERIAL & SUPPLIES Vnd: 2137 Invoice: S124-22218 Vnd: 2137 Invoice: S124-22218	Invoice: S124-22218 Ref#: 27194(SALT FOR WINTE 202-463.000-782.000 203-463.000-782.000 202-000.000-202.000 203-000.000-202.000	2023) 1,654.19 1,654.19	1,654.19 1,654.19
		Expected Check Run: 10/23/2023	<del>-</del>	3,308.38	3,308.38
10/17/2023	AP	DETROIT SALT COMPANY ROAD MAIN. MATERIAL & SUPPLIES ROAD MAIN. MATERIAL & SUPPLIES Vnd: 2137 Invoice: S124-22259	Invoice: S124-22259 Ref#: 27195(SALT FOR WINTE 202-463.000-782.000 203-463.000-782.000 202-000.000-202.000		1,693.25
		Vnd: 2137 Invoice: S124-22259	203-000.000-202.000		1,693.25
		Expected Check Run: 10/23/2023	-	3,386.50	3,386.50
10/17/2023	АР	DETROIT SALT COMPANY ROAD MAIN. MATERIAL & SUPPLIES ROAD MAIN. MATERIAL & SUPPLIES Vnd: 2137 Invoice: SI24-22389 Vnd: 2137 Invoice: SI24-22389	Invoice: SI24-22389 Ref#: 27196(SALT FOR WINTE 202-463.000-782.000 203-463.000-782.000 202-000.000-202.000 203-000.000-202.000	,	1,647.68 1,647.68
		Expected Check Run: 10/23/2023			
		Expected check hull. 10/23/2023	-	3,295.36	3,295.36

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Post Date	Journal	Description		GL Number	DR Amount	CR Amount
10/17/2023	AP	DETROIT SALT COMPANY ROAD MAIN. MATERIAL & SUPPLIES ROAD MAIN. MATERIAL & SUPPLIES Vnd: 2137 Invoice: SI24-22438 Vnd: 2137 Invoice: SI24-22438	Invoice:	SI24-22438 Ref#: 27197 (SALT FOR WINT 202-463.000-782.000 203-463.000-782.000 202-000.000-202.000 203-000.000-202.000	ER 2023) 1,638.24 1,638.24	1,638.24 1,638.24
		Expected Check Run: 10/23/2023			3,276.48	3,276.48
10/17/2023	AP	DINGES FIRE COMPANY MAINTENANCE - VEHICLE Vnd: 0826 Invoice: 45907	Invoice:	45907 Ref#: 27192 (CLASS FOAM FOR FIF 101-336.000-939.000 101-000.000-202.000	•	703.13
		Expected Check Run: 10/23/2023		101 000.000 202.000		,03.13
					703.13	703.13
10/17/2023	AP	ETNA SUPPLY CO.	Invoice:	S104999296.001 Ref#: 27202(METER HEA		O APTS.)
			592-591.000-729.002 592-000.000-202.000	2,120.00	2,120.00	
		Expected Check Run: 10/23/2023				
					2,120.00	2,120.00
10/17/2023	AP	AP ETNA SUPPLY CO.  METERS - HYDRANTS - FITTINGS	Invoice:	Invoice: S105007332.001 Ref#: 27203 (METER HEAD 592-591.000-729.002	D FOR BUCHANAN 1,140.00	MIDDLE SCHO
		Vnd: 0919 Invoice: S105007332.001		592-000.000-202.000	·	1,140.00
		Expected Check Run: 10/23/2023				
					1,140.00	1,140.00
10/17/2023	AP	ETNA SUPPLY CO.	Invoice:	\$105299351.001 Ref#: 27204(CURB BOX 592-591.000-729.002	FOR HOUSE ON HI 61.00	ELEN ST)
		METERS - HYDRANTS - FITTINGS Vnd: 0919 Invoice: S105299351.001		592-000.000-202.000	01.00	61.00
		Expected Check Run: 10/23/2023				
					61.00	61.00
10/17/2023	AP	EXEMPLAR IT SOLUTIONS  MAINTENANCE-BUILDINGS - SERVER ROOM  Vnd: 2228 Invoice: 1193		1193 Ref#: 27199(SERVER ROOM HARDWAR 101-265.000-931.000 101-000.000-202.000	E MIGRATION) 2,046.60	2,046.60
		Expected Check Run: 10/23/2023				
					2,046.60	2,046.60
10/17/2023	AP	EXEMPLAR IT SOLUTIONS EXEMPLAR CONTRACT	Invoice:	1194 Ref#: 27200(HARD DRIVE FOR UNIF	I CKG2 CONTROLI 832.55	LER - I)
		Vnd: 2228 Invoice: 1194		101-301.000-818.000	032.33	832.55
		Expected Check Run: 10/23/2023				
					832.55	832.55

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/17/2023	AP	EXEMPLAR IT SOLUTIONS EXEMPLAR CONTRACT Vnd: 2228 Invoice: 1197	Invoice: 1197 Ref#: 27201(CONTRACTED SERVICES 101-265.000-818.000 101-000.000-202.000	FOR OCTOBER 20 2,246.47	2,246.47
		Expected Check Run: 10/23/2023	-	2,246.47	2,246.47
10/17/2023	AP	FIRE SERVICE INC.	Invoice: ST-9167 Ref#: 27205 (REPAIR TO ENGINE	4620 ATR COMPE	RESSOR)
		MAINTENANCE - VEHICLE Vnd: 1251 Invoice: ST-9167	101-336.000-939.000 101-000.000-202.000	417.81	417.81
		Expected Check Run: 10/23/2023	<u>-</u>		
				417.81	417.81
10/17/2023	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 20587	Invoice: 20587 Ref#: 27207(TIRES FOR WATER DEF 592-591.000-939.000 592-000.000-202.000	PT FORD TRUCK) 1,251.76	1,251.76
		Expected Check Run: 10/23/2023	_		
				1,251.76	1,251.76
10/17/2023	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 20199	Invoice: 20199 Ref#: 27208(REPAIR TO CAR 46-6 101-301.000-939.000 101-000.000-202.000	FROM ACCIDENT) 2,995.90	2,995.90
		Expected Check Run: 10/23/2023			
				2,995.90	2,995.90
10/17/2023	AP	GFL ENVIRONMENTAL SERVICES USA MAINTENANCE-GROUNDS Vnd: 1644 Invoice: LQ01953055	<pre>Invoice: LQ01953055 Ref#: 27206(FEED MILL OIL</pre>	REMOVAL) 809.66	809.66
		Expected Check Run: 10/23/2023	-		
				809.66	809.66
10/17/2023	AP	HEI WIRELESS 2 FIRE DEPT GRANT EXPENDITURES Vnd: 2326 Invoice: 12338	Invoice: 12338 Ref#: 27209(RADIO FOR FIRE DEPA 401-000.000-970.005 401-000.000-202.000	ARTMENT) 6,596.36	6,596.36
		Expected Check Run: 10/23/2023			
				6,596.36	6,596.36
10/17/2023	AP	HONOR CREDIT UNION	Invoice: 9.30.23 - 6104 Ref#: 27241(BAKER SEP		CHARGES)
		CHAIN FOR SWEEPER REPAIR FUEL FOR VACTOR TRUCK	101-441.000-933.000 101-441.000-751.000	52.16 152.37	
		MEAL FROM GETTING VACTOR TRUCK Vnd: 1948 Invoice: 9.30.23 - 6104	101-441.000-962.000 101-000.000-202.000	23.32	227.85
		Expected Check Run: 10/23/2023			
				227.85	227.85

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10/17/2023   AP	Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/17/2023 AP	10/17/2023	AP	VONAGE INDEX CARD STORAGE BOX - KALLA MEDICAL MARIHUANA - BACKGROUND CHECK	101-301.000-853.000 101-215.000-728.000 K 101-371.001-957.001	412.71 34.20	ŕ
10/17/2023 AP			Expected Check Run: 10/23/2023			
DECONOMIC DEVELOPMENT - FR ADS   101-700.000-725.000   40.00   BESIGN MAP ORGANIZER FOR CN B. ELDRIDGE   101-700.000-725.000   333.30   AISC, CITY HALL OFFICE SUPPLIES   101-265.000-756.000   333.30   726.39					456.91	456.91
Expected Check Run: 10/23/2023   T26.39   T26.	10/17/2023	AP	ECONOMIC DEVELOPMENT - FB ADS DESIGN MAP ORGANIZER FOR CM B. ELDRI MISC. CITY HALL OFFICE SUPPLIES	101-700.000-735.000 1DGE 101-172.000-728.000 101-265.000-756.000	40.00 353.00	
10/17/2023 AP HONOR CREDIT UNION Invoice: 09.30.23 - 0678 Ref#: 27244(PEREZ SEPTEMBER 2023 CC CHARGES)  WEBSITE 101-754.000-756.014 13.74  MEBSITE 101-265.000-756.000 144.99  PRIME MEMBERSHIP 101-265.000-786.000 144.99  POSTAGE - UB 592-591.000-730.000 66.00  CLEARING SUPPLIES FOR CITY HALL 101-265.000-756.000 169.99  INDEX CARGES X3 PKS 101-215.000-786.000 169.99  PRINTER FOR ISABELLE 101-255.000-756.000 169.99  PRINTER FOR ISABELLE 101-215.000-728.000 245.00  PAFER TOWELS 101-336.000-756.000 793.15  STAMES FOR FORFICE 101-365.000-756.000 793.15  STAMES FOR BOOKKEPER & TREASURER 101-255.000-756.000 793.15  ECONOMIC DEVELOPMENT 101-750.000-730.000 793.15  ECONOMIC DEVELOPMENT 101-700.000-730.000 793.15  ECONOMIC DEVELOPMENT 101-700.000-730.000 793.15  EXPECTED CONOMIC DEVELOPMENT 101-700.000-730.000 150.00  EXPECTED CONOMIC DEVELOPMENT 101-750.000-730.000 150.00  EXPECTED CONOMIC DEVELOPMENT 101-750.000-730.000 150.00  EXPECTED CONOMIC DEVELOPMENT 101-750.000-921.000 126.52  UTILITIES 101-301.000-921.000 11.27  UTILITIES 101-301.000-921.000 11.27  UTILITIES 101-301.000-921.000 11.27  UTILITIES 101-301.000-921.000 11.27  UTILITIES 101-301.000-921.000 5.379.01  UTILITIES 101-750.000-921.000 5.379.01  UTILITIES 101-750.000-921.000 5.379.01  UTILITIES 101-750.000-921.000 5.379.01  UTILITIES 101-750.000-921.000 5.379.01  UTILITIES 5.000-921.000 5.379.01  UTILITIES 5.000-921.000 5.379.01  UTILITIES 5.000-921.000 5.379.01  EXPECTED CONTROL (ALTERNATION DEVELOPMENT DEVEL			viid: 1946 Invoice: 09.30.23 - 6066	101-000.000-202.000		720.39
10/17/2023 AP			Expected Check Run: 10/23/2023			
WRESITE					726.39	726.39
O9/30/2023 AP INDIANA MICHIGAN POWER COMPANY Invoice: 08.30.23-09.28.23 Ref#: 27212(SEPTEMBER POWER USAGE)  UTILITIES	10/17/2023	AP	WEBSITE MOP & BUCKET PRIME MEMBERSHIP POSTAGE - UB CLEANING SUPPLIES FOR CITY HALL VACCUM FOR CITY HALL INDEX CARDS X3 PKS PRINTER FOR ISABELLE PAPER TOWELS STAMPS FOR OFFICE STAMPS FOR BOOKKEPER & TREASURER ECONOMIC DEVELOPMENT Vnd: 1948 Invoice: 09.30.23 - 0678 Vnd: 1948 Invoice: 09.30.23 - 0678	101-754.000-756.014 101-265.000-756.000 101-265.000-818.000 592-591.000-730.000 101-265.000-756.000 101-265.000-756.000 101-215.000-728.000 101-215.000-728.000 101-336.000-756.000 101-265.000-962.000 101-253.000-730.000 101-700.000-735.000 101-700.000-202.000	13.74 44.99 14.99 66.00 66.92 169.99 23.97 245.00 40.05 793.15	2,220.95
UTILITIES					2,286.95	2,286.95
	09/30/2023	AP	UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES STREET LIGHTING UTILITIES UTILITIES UTILITIES UTILITIES CITY CENTER/UTIL./REFUNDS Vnd: 0131 Invoice: 08.30.23-09.28.23 Vnd: 0131 Invoice: 08.30.23-09.28.23	101-301.000-921.000 101-441.000-921.000 101-336.000-921.000 101-753.000-921.000 101-268.000-921.000 592-591.000-921.000 101-441.000-926.000 592-590.000-921.000 101-755.000-921.000 101-265.000-922.000	632.81 126.52 11.27 32.01 84.64 2,010.75 4,841.03 5,379.01 16.07	5,886.04
			Expected Check Run: 10/23/2023		13,275.80	13,2

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/17/2023	AP	INDIANA MICHIGAN POWER COMPANY STREET LIGHTING UTILITIES Vnd: 0131 Invoice: 10.01.23 Vnd: 0131 Invoice: 10.01.23 Vnd: 0131 Invoice: 10.01.23	Invoice: 10.01.23 Ref#: 27213(OCTOBER 2023 USZ 101-441.000-926.000 202-474.000-921.000 592-590.000-921.000 101-336.000-921.000 101-265.000-921.000 101-301.000-921.000 101-371.001-921.000 101-441.000-921.000 101-441.000-921.000 202-000.000-202.000 592-000.000-202.000	AGE)  334.75 87.96 541.31 183.92 211.51 892.05 52.80 223.01 201.50	1,915.62 87.96 725.23
		Expected Check Run: 10/23/2023	-		
10/17/0000				2,728.81	2,728.81
10/17/2023	AP	KCI CONTRACTUAL CONTRACTUAL Vnd: 2120 Invoice: 327080	Invoice: 327080 Ref#: 27216(OCTOBER WATER BILL 592-590.000-818.000 592-591.000-818.000 592-000.000-202.000	234.52 234.52	469.04
		Expected Check Run: 10/23/2023	-	460.04	460.04
00/20/2022	7.5	NOTE ON COURT INCOORT		469.04	469.04
09/30/2023	AP	KOTZ, SANGSTER, WYSOCKI LEGAL FEES LEGAL FEES USDA PROJECTS Vnd: 0027 Invoice: 10.12.23 Vnd: 0027 Invoice: 10.12.23	Invoice: 10.12.23 Ref#: 27215(SEPTEMBER 2023 (	2,350.00 357.75 3,083.79	2,707.75 3,083.79
		Expected Check Run: 10/23/2023	-	F 701 F4	F 701 F4
10/17/2023	AP	KRUGGEL LAWTON CPA	Invoice: 369193 Ref#: 27214(PROGRESS BILL ON A	5,791.54	5,791.54
10/1//2023	AF	AUDIT Vnd: 2145 Invoice: 369193	101-253.000-807.000 101-000.000-202.000	400.00	400.00
		Expected Check Run: 10/23/2023	_		
				400.00	400.00
10/17/2023	AP	LA PORTE CHRYSLER INC. POLICE DEPARTMENT EXPENDITURES Vnd: 2327 Invoice: 10.2.23	Invoice: 10.2.23 Ref#: 27233(NEW SQUAD CAR)	45,907.00	45,907.00
		Expected Check Run: 10/23/2023	<u>-</u>		
				45,907.00	45,907.00

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Item VII. C. INVOICE JOURNAL PROOF REPORT FOR CITY OF BUCHANAN

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/17/2023	AP	M.A.A.C PROPERTY SERVICES MAINTENANCE-GROUNDS Vnd: 0324 Invoice: 76024	Invoice: 76024 Ref#: 27218(IRRIGATION SYSTEM 101-567.000-932.000 101-000.000-202.000	WINTERIZATION I 119.00	N CEMET) 119.00
		Expected Check Run: 10/23/2023		119.00	119.00
10/17/2023	AP	MARK FARM SUPPLY DUCK FEEDER Vnd: 2068 Invoice: 77915	Invoice: 77915 Ref#: 27219(DUCK FEED) 701-000.000-582.067 701-000.000-202.000	57.47	57.47
		Expected Check Run: 10/23/2023			
		-		57.47	57.47
10/17/2023	AP	MID-STATES BOLT & SCREW CO. MISCELLANEOUS Vnd: 0112 Invoice: 32523150	Invoice: 32523150 Ref#: 27220(EYE BOLTS FOR I 101-441.000-962.000 101-000.000-202.000	IGHTS DOWNTOWN) 96.95	96.95
		Expected Check Run: 10/23/2023		96.95	96.95
10/17/2023	AP	MILLER INDUSTRIAL GASES CONTRACTUAL Vnd: 1663 Invoice: 1010397	Invoice: 1010397 Ref#: 27217(CYLINDER RENTAL)	1.08	1.08
		Expected Check Run: 10/23/2023			1.00
10/17/0002	2.5	10.50		1.08	1.08
10/17/2023	AP	MMTA CONFERENCES AND WORKSHOP Vnd: 1567 Invoice: 8485	Invoice: 8485 Ref#: 27221 (MEMBERSHIP RENEWAL 101-253.000-864.000 101-000.000-202.000	THROUGH DECEMBE 99.00	99.00
		Expected Check Run: 10/23/2023			
				99.00	99.00
10/17/2023	AP	NORTH CENTRAL LABORATORIES LAB SUPPLIES Vnd: 0143 Invoice: 493505	Invoice: 493505 Ref#: 27223(LAB SUPPLIES) 592-590.000-757.000 592-000.000-202.000	389.89	389.89
		Expected Check Run: 10/23/2023			
				389.89	389.89
10/10/2023	AP	OFF THE WAHL PHOTOGRAPHY READY TO SERVE	Invoice: DEP RETURN Ref#: 27166(UB REFUND FOR 592-000.000-067.021	ACCOUNT: 2293 67.86	FOR DEP ON I
		Vnd: MISC Invoice: DEP RETURN	592-000.000-202.000	07.00	67.86
		Expected Check Run: 10/23/2023		67.86	67.86
				0/.00	0/.80

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Post Date	Journal	Description Peacription	GL Number	DR Amount	CR Amount
10/17/2023	AP	OFFICE DEPOT OFFICE SUPPLIES Vnd: 0019 Invoice: 336129917001	Invoice: 336129917001 Ref#: 27222(TOWELS AND 101-301.000-728.000 101-000.000-202.000	PAPER FOR PD) 131.61	131.61
		Expected Check Run: 10/23/2023		131.61	131.61
10/17/2023	AP	OFFICE DEPOT OFFICE SUPPLIES Vnd: 0019 Invoice: 332180382001	<pre>Invoice: 332180382001 Ref#: 27224(PAPER AND</pre>	MEMO BOOKS) 64.85	64.85
		Expected Check Run: 10/23/2023		64.85	64.85
09/30/2023	AP	POLYDYNE, INC.	Invoice: 1774802 Ref#: 27225(POLYMERE FOR SI		04.03
		CHEMICALS Vnd: 0314 Invoice: 1774802	592-590.000-743.000 592-000.000-202.000	1,583.55	1,583.55
		Expected Check Run: 10/23/2023		1,583.55	1,583.55
10/17/2023	AP	PREIN & NEWHOF	Invoice: 77612 Ref#: 27226(8.27.23-09.30.23	CONTRACTED REL	
		STREETSCAPE PROJECT STREETSCAPE PROJECT IMPROVEMENTS-OTHER THAN BLDGS Vnd: 1195 Invoice: 77612 Vnd: 1195 Invoice: 77612 Vnd: 1195 Invoice: 77612	101-701.000-887.000 202-701.000-887.000 592-000.000-132.000 101-000.000-202.000 202-000.000-202.000 592-000.000-202.000	5,422.04 5,422.04 43,359.12	5,422.04 5,422.04 43,359.12
		Expected Check Run: 10/23/2023			
10/17/2023	AP	RMC PROPERTIES LLC	Tarania - 102 Daniil 107007 (00700000 0000 17700)	54,203.20	54,203.20
10/17/2023	AF	CONTRACTUAL - RMC Vnd: 2153 Invoice: 23	Invoice: 23 Ref#: 27227(OCTOBER 2023 LEASE)	5,000.00	5,000.00
		Expected Check Run: 10/23/2023		5,000.00	5,000.00
10/17/2023	AP	S.E BERRIEN COUNTY LANDFILL SLUDGE REMOVAL Vnd: 1746 Invoice: 0162218-IN	Invoice: 0162218-IN Ref#: 27235(SLUDGE DISPO 592-590.000-936.000 592-000.000-202.000	·	344.64
		Expected Check Run: 10/23/2023			
10/17/0000				344.64	344.64
10/17/2023	AP	S.E BERRIEN COUNTY LANDFILL SLUDGE REMOVAL	Invoice: 0162317-IN Ref#: 27236(REMOVE OLD 2 592-590.000-936.000	022 SLUDGE THAT 342.20	WAS LEFT IN)
		Vnd: 1746 Invoice: 0162317-IN	592-000.000-202.000		342.20
		Expected Check Run: 10/23/2023		240.00	2
				342.20	34

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		FROOT ONL	AMADOO - IL	L ENIKIES NOI CREATED		
Post Date	Journal	Description		GL Number	DR Amount	CR Amount
10/17/2023	AP	S.E BERRIEN COUNTY LANDFILL SLUDGE REMOVAL Vnd: 1746 Invoice: 0162256-IN	Invoice:	0162256-IN Ref#: 27237(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	344.56	344.56
		Expected Check Run: 10/23/2023			244 56	244.56
					344.56	344.56
10/17/2023	AP	SBF ENTERPRISES POSTAGE Vnd: 1943 Invoice: 2310-2321110	Invoice:	2310-2321110 Ref#: 27234(POSTAGE FOR WI 101-253.000-730.000 101-000.000-202.000	NTER TAX BIL 873.00	LS) 873.00
		Expected Check Run: 10/23/2023				
					873.00	873.00
09/30/2023	AP	SEMCO ENERGY ACCT 0157168.501 ACCT 0157576.500 ACCT 0359411.500 ACCT 0374061.500 ACCT 0157577.500 ACCT 0158995.500 ACCT 0348966.501 ACCT 0348966.501 ACCT 0158691.500 CITY CENTER/UTIL./REFUNDS BANK FEES AND CHARGES - ELEC. CHECK Vnd: 0459 Invoice: 08.28.23-09.28.23 Vnd: 0459 Invoice: 08.28.23-09.28.23	3	08.28.23-09.28.23 Ref#: 27240 (GAS ENERG 101-301.000-921.000 101-336.000-921.000 101-265.000-921.000 592-590.000-921.000 101-268.000-921.000 101-265.000-921.000 101-441.000-921.000 592-590.000-921.000 101-265.000-922.000 101-267.000-956.000 101-000.000-202.000 592-000.000-202.000	Y USAGE) 17.55 25.82 13.27 30.31 273.47 70.46 17.55 244.39 25.42 3.50	447.04 274.70
		Expected check Null. 10/23/2023			721.74	721.74
10/17/2023	AP	SEVERANCE ELECTRIC CO. INC.	Invoice:	12206 Ref#: 27238(PED SIGNAL INSERT AT	REDBUD & RIV	ER ST)
		MISCELLANEOUS SUPPLIES Vnd: 1849 Invoice: 12206		203-474.000-756.000 203-000.000-202.000	1,243.09	1,243.09
		Expected Check Run: 10/23/2023			1,243.09	1,243.09
10/17/2023	AP	STATE OF MICHIGAN MISCELLANEOUS SUPPLIES Vnd: 1492 Invoice: 551-623364	Invoice:	551-623364 Ref#: 27239(DRY GSD FOR TBT 101-301.000-756.000 101-000.000-202.000	·	110.00
		Expected Check Run: 10/23/2023			110.00	110.00
10/17/0000	7 10	EVE DADEON CDOUD		10050000 10 P 5  07100 (GOVGEDVGETOV 15	110.00	110.00
10/17/2023	AP	THE BARTON GROUP CONTRACTUAL	Invoice:	10052023-18 Ref#: 27182 (CONSTRUCTION AD 469-000.000-818.000	7,100.00	
		Vnd: 1683 Invoice: 10052023-18		469-000.000-202.000		7,100.00
		Expected Check Run: 10/23/2023			7 100 00	7 100 00
					7,100.00	7,100.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/17/2023	AP	THE UPS STORE POSTAGE Vnd: 0269 Invoice: 10.10.23	Invoice: 10.10.23 Ref#: 27231(SHIPPING SAMPLES 592-590.000-730.000 592-000.000-202.000	S - WWTP) 25.62	25.62
		Expected Check Run: 10/23/2023	<u>-</u>		
				25.62	25.62
10/17/2023	AP	THE UPS STORE POSTAGE Vnd: 0269 Invoice: 10.05.23	Invoice: 10.05.23 Ref#: 27232(SHIPPING OF HS S 592-590.000-730.000 592-000.000-202.000	SAMPLES - WWTP) 16.31	16.31
		Expected Check Run: 10/23/2023	-		
				16.31	16.31
09/30/2023	AP	THREE OAKS FORD	Invoice: 09.07.23 Ref#: 27228(REPAIR DOOR LOCH		SYSTEM IN)
		MAINTENANCE - VEHICLE Vnd: 0117 Invoice: 09.07.23	101-301.000-939.000 101-000.000-202.000	948.73	948.73
		Expected Check Run: 10/23/2023	-	948.73	948.73
10/17/2023	AP	USA BLUE BOOK	Invoice: INV00159491 Ref#: 27230(KILL ROOTS IN		
10/11/2023	711	CHEMICALS Vnd: 0388 Invoice: INV00159491	592-590.000-743.000 592-000.000-202.000	216.55	216.55
		Expected Check Run: 10/23/2023	-	216.55	016 55
				216.55	216.55
10/17/2023	AP	VITAL RECORDS CONTROL CONTRACTUAL	Invoice: 3803090BEH1 Ref#: 27229(RECORD CONTRO 101-265.000-818.000	L SHREDDING CO 132.13	NTRACT)
		Vnd: 0595 Invoice: 3803090BEH1	101-203.000-818.000	132.13	132.13
		Expected Check Run: 10/23/2023	-	132.13	132.13
			=		
/				264,970.90	264,970.90
Cash/Payable	e Account To	ACCOUNTS PAYABLE	101-000.000-202.000 202-000.000-202.000 203-000.000-202.000 214-000.000-202.000 248-000.000-202.000 401-000.000-202.000 469-000.000-202.000 592-000.000-202.000 701-000.000-202.000 TOTAL INCREASE IN PAYABLE:		52,775.78 13,773.14 9,506.23 4,650.00 400.00 102,503.36 7,100.00 74,204.92 57.47 264,970.90

# CITY OF BUCHANAN COUNTY OF BERRIEN - STATE OF MICHIGAN RESOLUTION NO. 2023.10/28

#### Resolution authorizing the city clerk to enter into early voting agreement with Berrien County

At a regular meeting of the City Commission of the City of Buchanan, County of Berrien, State of Michigan, held in the City Hall, 302 N. Redbud Trail, Buchanan, Michigan, on the 23<sup>rd</sup> day of October 2023, at 7:00 p.m. EST.

PRESENT: ABSENT:
The following preamble and resolution was offered by Commissionerand supported by Commissionerand supported by Commissioner
WHEREAS, the electors of the State of Michigan in the November 2022 General Election adopted Proposal 2022-2 amending the State Constitution; and
WHEREAS, the amended State Constitution requires each municipality to have at least one early voting site for statewide and federal elections; and
WHEREAS, early voting must be conducted for 9 consecutive days beginning with the second Saturday prior to the election and ending the Sunday before the election; and
WHEREAS, early voting must be conducted for a minimum of eight (8) hours a day for the mandatory 9 consecutive day period; and
WHEREAS, each local municipality has the option to implement and conduct early voting as a single municipality, enter into a municipal agreement, or enter into a county agreement; and
WHEREAS, Berrien County is offering to implement and conduct early voting in agreement with and in coordination with local municipalities.
<b>NOW, THEREFORE, BE IT RESOLVED THAT:</b> the City Commission of the City of Buchanan gives the City Clerk the authority to enter into Early Voting Agreement with Berrien County.
BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon adoption.
ROLL CALL VOTE: YEAS: NAYS: ABSENT:
RESOLUTION DECLARED ADOPTED.

Kalla Langston, City Clerk

#### **CERTIFICATION**

I, Kalla Langston, duly appointed Clerk in and for	the City of Buchanan, Berrien County, Michigan, do certify
that the foregoing Resolution is a true and exact copy of	a Resolution adopted by the City Commission during its
said meeting was given, pursuant to and in full compliance	nd that said meeting was conducted and public notice of ce with Act No. 267, Public Acts of Michigan, 1976, as pt and will be or have been made available as required by
	Kalla Langston, City Clerk

#### AGREEMENT FOR ELECTION SERVICES

BETWEEN BERRIEN COUNTY AND BENTON HARBOR CITY AND BRIDGMAN CITY AND BUCHANAN CITY AND COLOMA CITY AND NEW BUFFALO CITY AND NILES CITY AND ST. JOSEPH CITY AND WATERVLIET CITY AND BARODA TOWNSHIP AND BERRIEN TOWNSHIP AND BERTRAND CHARTER TOWNSHIP AND BUCHANAN CHARTER TOWNSHIP AND CHIKAMING TOWNSHIP AND COLOMA CHARTER TOWNSHIP AND GALIEN TOWNSHIP AND HAGAR TOWNSHIP AND LAKE CHARTER TOWNSHIP AND LINCOLN CHARTER TOWNSHIP AND NEW BUFFALO TOWNSHIP AND NILES CHARTER TOWNSHIP AND ORONOKO CHARTER TOWNSHIP AND PIPESTONE TOWNSHIP AND ROYALTON TOWNSHIP AND ST. JOSEPH CHARTER TOWNSHIP AND SODUS TOWNSHIP AND THREE OAKS TOWNSHIP AND WATERVLIET CHARTER TOWNSHIP AND WEESAW TOWNSHIP

This County Early Voting Site Agreement (the "Agreement") is made between Berrien County, 811 Port Street, St. Joseph, Michigan 49085 (the "County") and Benton Harbor City, 200 Wall Street, Benton Harbor, Michigan 49022, Bridgman City, 9765 Maple Street, Bridgman, Michigan 49106, Buchanan City, 302 North Redbud trail, Buchanan, Michigan 49107, Coloma City, 119 N. Paw Paw Street, Coloma, Michigan 49038, New Buffalo City, 224 W. Buffalo Street, New Buffalo, Michigan 49117, Niles City, 333 N. Second Street, Niles, Michigan 49120, St. Joseph City, 700 Broad Street, St. Joseph, Michigan 49085, Watervliet City, 158 W. Pleasant Street, Watervliet, Michigan 49098, Baroda Township, 9091 First Street, Baroda, Michigan 49101, Berrien Township, 8916 M-140, Berrien Center, Michigan 49102, Bertrand Charter Township, 3835 Buffalo Road, Buchanan, Michigan 49107, Buchanan Charter Township, 15235 N. Main Street, Buchanan, Michigan 49107, Chikaming Township, 13535 Red Arrow Highway, Harbert, Michigan 49115, Coloma Charter Township, 4919 Paw Paw Lake Road, Coloma, Michigan 49038, Galien Township, 305 Kiley Drive, Galien, Michigan 49113, Hagar Township, 3900 Riverside Road, Riverside, Michigan 49084, Lake Charter Township, 3220 Shawnee Road, Bridgman, Michigan 49106, Lincoln Charter Township, 2055 W. John Beers Road, Stevensville, Michigan 49127, New Buffalo Township, 17425 Red Arrow Highway, New Buffalo, Michigan 49117, Niles Charter Township, 320 Bell Road, Niles, Michigan 49120, Oronoko Charter Township, 4583 E. Snow Road, Berrien Springs, Michigan 49103, Pipestone Township, 7185 Elm Street, Eau Claire, Michigan 49111, Royalton Township, 980 Miners Road, St. Joseph, Michigan 49085, St. Joseph Charter Township, 3000 Washington Avenue, St. Joseph, Michigan 49085, Sodus Township, 4056 King Drive, Sodus, Michigan 49126, Three Oaks Township, 6810 US Highway 12, Three Oaks, Michigan 49128, Watervliet Charter Township, 4959 M-140 Highway, Watervliet, Michigan 49098, and Weesaw Township 13518 State Street, New Troy, Michigan 49119 ("Municipality" or "Municipalities") (the County and each Municipality are sometimes referred to as the "Parties"). In this Agreement, the County and each Municipality will be represented by their respective clerk in their official capacity.

<u>PURPOSE OF THE AGREEMENT.</u> The County and the Municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating joint early voting site(s).

Name of County	
Berrien County	

Name of Municipality	Number of precincts in Municipality (no AVCB precincts)	Number of registered electors in Municipality (includes active, challenged, and to be verified electors from QVF)
Benton Harbor City	4	8,137
Bridgman City	1	1,877
Buchanan City	2	3,708
Coloma City	1	1,238
New Buffalo City	1	1,748
Niles City	4	10,513
St. Joseph City	3	7,266
Watervliet City	1	1,370
Baroda Township	1	2,379
Berrien Township	2	3,869
Bertrand Charter Township	1	2,419
Buchanan Charter Township	1	2,969
Chikaming Township	1	2,776
Coloma Charter Township	2	4,434
Galien Township	1	1,255
Hagar Township	2	2,872
Lake Charter Township	1	2,761
Lincoln Charter Township	6	12,331
New Buffalo Township	1	2,080
Niles Charter Township	5	12,380
Oronoko Charter Township	3	5,981
Pipestone Township	1	1,908
Royalton Township	2	4,138
St. Joseph Charter Township	4	8,925
Sodus Township	1	1,747
Three Oaks Township	1	2,220
Watervliet Charter Township	1	2,758
Weesaw Township	1	1,717

- **1. <u>DEFINITIONS.</u>** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - **1.1** Agreement means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
  - 1.2 <u>Coordinator</u> means the individual appointed by the County Clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating Municipalities.
  - **1.3** Early Voting Plan means the document and any addenda to the document outlining the manner in which early voting will be provided in a County or Municipality, as described

- in MCL 168.720a et seq. The requirements of an Early Voting Plan are described in MCL 168.720h(3).
- **1.4** <u>Election Services</u> encompasses the following individual Election Services provided by the County or a Municipality's Elections Division, if applicable: Conduct and administration of early voting.
- **1.5** Legislative Body of the Municipality means the City or Township Council elected or appointed and serving in the Municipality.
- Municipality means any participating Municipality, which are entities created by state or local authority or which are primarily funded by or through state or local authority, including, but not limited to, their council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- **1.7 QVF** means the Qualified Voter File as described in MCL 168.509m.
- **1.8 QVF Controller** means the individual appointed by the County Clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.
- 1.9 <u>Site Supervisor</u> means the participating Municipal Clerk or a member of the County Clerk's staff who shall act as Supervisor for each day of early voting. The County Clerk may appoint a different participating Municipal Clerk or member of the County Clerk's staff to act as a Supervisor for different days of early voting.

#### 2. PARTIES TO AN AGREEMENT.

- 2.1 An Agreement may be entered into between one or more Municipalities wholly or partially located within the same County and the County Clerk of that County.
- A Municipality located in multiple Counties can only enter into an Agreement with one of the Counties in which the Municipality is located.

#### 3. SCOPE OF THE AGREEMENT.

3.1 The Parties agree that early voting will be provided for all statewide and federal elections for the nine days early voting period required by the Michigan State Constitution. The provisions of this Agreement shall not apply to any non-statewide elections.

#### 4. COORDINATOR.

- 4.1 The Berrien County Election Coordinator will serve as Coordinator of the joint early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating Municipalities.
  - **4.1.1** In the event that that Coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the Coordinator may designate early voting Site Supervisors to assist with the staffing and supervision of early voting.
- **4.2** If the Coordinator becomes unavailable for any reason, the role will be filled in the following way:
  - **4.2.1** The County Clerk will appoint a new Berrien County Election Coordinator.

**4.2.2** The new Berrien County Election Coordinator would assume the responsibilities of the Coordinator on either a temporary or permanent basis.

#### 5. QVF CONTROLLER.

- 5.1 The Berrien County Election Coordinator will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The Controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the sites designated in the Agreement. The QVF Controller must meet the security requirements of a QVF user. The QVF Controller can be the same as the Coordinator as long as the appropriate QVF training is completed.
- 5.2 If the QVF Controller becomes unavailable for any reason, the role will be filled in the following way:
  - **5.2.1** The County Clerk will appoint a new QVF Controller.
  - **5.2.2** The new QVF Controller would assume the responsibilities of the QVF Controller on either a temporary or permanent basis.

#### 6. APPROVAL OF EARLY VOTING SITES.

- Pursuant to MCL 168.662, the County Clerk, after consulting the participating Municipal Clerks, must submit each early voting site location to the Board of County Election Commissioners for approval.
- **6.2** Each early voting site may serve all electors covered by the County Agreement, the electors in specific Municipalities, the electors of one Municipality, or any combination of these options, as long as each elector in the County is served by one or more early voting sites.
- The location(s) of early voting site(s) that will serve the electors covered by this Agreement is contained in Exhibit A.

#### 7. APPOINTMENT OF ELECTION INSPECTORS.

- **7.1** The Board of County Election Commissioners is responsible for the appointment of Election Inspectors.
- **7.2** At least thirty-one (31) days before each statewide and federal election, the Board will appoint for each early voting site at least three (3) Election Inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.
- 7.3 The Board will further designate at least one appointed Election Inspector as Chairperson for each early voting site for each day of early voting.
- **7.4** The selection of Election Inspectors will be governed by MCL 168.674.

#### 8. APPROVAL OF EARLY VOTING HOURS.

- **8.1** Prior to the submission of an Agreement or Early Voting Plan, the County Clerk and the Clerks of the participating Municipalities will do all of the following:
  - **8.1.1** For the nine early voting days guaranteed by the Michigan Constitution, the Parties will decide among themselves the hours that early voting will be

- provided at the approved joint early voting site or sites and include those hours in this Agreement under Exhibit A.
- **8.1.2** The days and hours specified in this Agreement apply to early voting at all early voting site(s) in this Agreement under Exhibit A.
- **8.1.3** The days and hours specified in this Agreement apply only to statewide and federal elections.

#### 9. <u>NOTICE OF EARLY VOTING HOURS.</u>

9.1 Not less than forty-five (45) days before Election Day, the County Clerk and the Clerk of each participating Municipality will give public notice of the dates and hours for early voting at the joint early voting site or sites by posting of the notice on the County's and each Municipality's website and any other publication or posting the County Clerk and/or the Clerk of each participating Municipality considers advisable.

#### 10. BUDGET AND COST SHARING.

- **10.1** The initial estimated early voting budget is set forth in Exhibit C.
- 10.2 The County shall prepare and provide to the participating Municipalities a proposed early voting budget for each subsequent election as to which the terms of this Agreement apply, with such budget to be attached as an addendum to this Agreement upon its approval by the Clerk of each of the participating Municipalities.
- 10.3 The budgets set forth in 10.1 and 10.2 may be amended as deemed necessary by the County Clerk due to the circumstances that include but are not limited to the type of election occurring; anticipated voter turnout; needs associated with specific early voting sites; the need to acquire equipment, software, or services that will aid in enhancing efficiency and/or service to early voters; the possibility of Municipalities joining or withdrawing from this Agreement; and/or changes in state law or promulgated rule. The Parties agree that the County Clerk had discretion to amend the budget by up to a 20% increase without the need for additional approval by the Municipalities.
- 10.4 The County is hereby designated as the Party responsible for requesting and dispensing all funds related to early voting.
- 10.5 The County agrees to seek and utilize any known funding source from the State of Michigan to apply to the costs of providing early voting pursuant to this Agreement before seeking reimbursements from the participating Municipalities.
- All costs of early voting pursuant to this Agreement shall be shared among the participating Municipalities according to the number of registered electors in each Municipality (including active, challenged, and to be verified electors) according to the Qualified Voter File, to be determined between one hundred and thirty (130) days and one hundred and twenty (120) days before the first statewide or federal election in each even numbered year.
- 10.7 The County will issue an invoice to participating Municipalities as needed and within sixty (60) days following each election date during which early voting is administered on behalf of the participating Municipalities pursuant to this Agreement. Payment in full will be made by each Municipality within thirty (30) days of receipt of the invoice.

10.8 The parties agree that the County Treasurer may withhold funds otherwise payable to the participating Municipalities from the next tax disbursement monies due to a participating Municipality when early voting reimbursement is not made by that Municipality within six (6) months of the reimbursement request date, in order to satisfy any outstanding amounts due to the County from that participating Municipality pursuant to the terms of this Agreement.

#### 11. STAFFING AND SUPERVISION AND TRAINING

- The Coordinator is responsible for ensuring adequate staffing and supervision at early voting site(s) including selection of the Site Supervisor who oversees a specific early voting site(s).
- The Site Supervisor shall operate in the same manner and have the same authority as a Municipal Clerk operates in an Election Day polling place.
- 11.3 The Site Supervisors for early voting sites are listed in the attached Exhibit B. The Parties agree that this Exhibit may be amended by the County Clerk from time to time without the need for approval by the Parties.
- Pursuant to MCL 168.720g(7), the Coordinator, where practicable, will select a different Municipal Clerk, or their Deputy, from among the Clerks of the participating Municipalities to be Site Supervisor(s) each day. If none are available, the Coordinator, as a member of the County Clerk's staff, will assume the role of Site Supervisor, or the Coordinator shall select another member of the County Clerk's staff to serve as the Supervisor. The County Clerk or the Coordinator may substitute Site Supervisors if the need arises, but at all times will make every attempt to locate a Municipal Clerk or their Deputy to perform the duties of the Site Supervisor.
- 11.5 The Coordinator is responsible for providing training to the Site Supervisors and Election Inspectors to serve at the early voting site(s) for each election.
  - **11.5.1** Upon the approval of the County Clerk, and under the County Clerk's authority, the Coordinator may designate Municipality Clerks to assist in providing training to the Site Supervisors and Election Inspectors to serve at the early voting site(s) for each election.

#### 12. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

- **12.1** Prior to the submission of the Early Voting Plan, the County Clerk and the Clerks of the participating Municipalities will do all of the following:
  - **12.1.1** Determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at each early voting site.
  - **12.1.2** Determine whether the County or a Municipality will provide the tabulators and early voting poll book laptops or other voting equipment.
- 12.2 The Board of County Election Commissioners will be responsible for conducting testing of the electronic voting equipment, and has the authority to designate that duty to the County Clerk and County Clerk's staff.
- **12.3** The Coordinator, and/or designated Site Supervisor(s), will be responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.

**12.4** Tabulators and early voting poll book laptops used at each early voting site must be configured in one of the ways set forth in MCL 168.720j(5).

#### 13. CLOSING PROCEDURES DURING EARLY VOTING AND ON ELECTION DAY

- During early voting, the Coordinator and/or designated Site Supervisor(s) must ensure compliance with the closing procedures described in MCL 168.720j(8) and 720j(9) and any instructions issued by the Secretary of State.
- During early voting, the Coordinator and/or designated Site Supervisor(s) must ensure that specified election materials are secured in compliance with MCL 168.720j(10) and any instructions issued by the Secretary of State.
- 13.3 At the conclusion of Election Day, the Coordinator and/or designated Site Supervisor(s) must ensure compliance with the closing procedures described in MCL 168.720j(11) and any instructions issued by the Secretary of State.

#### 14. CANVASS OF EARLY VOTE RETURNS AND REPORTING OF EARLY VOTING RESULTS

- 14.1 The Board of County Election Commissioners is responsible for appointing the Receiving Board or group of Election Inspectors to canvass the early vote returns on Election Day and report early voting results to the County Clerk.
- At the conclusion of Election Day, the Coordinator must ensure compliance with the canvass and reporting requirements described in MCL 168.720j(11)-(14) and MCL 168.801-810.
- 14.3 The County Clerk shall retain all tabulated ballots and election documents related to each required election for the full term of the required retention period.

#### 15. EXECUTION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

- **15.1** A county Early Voting Site Agreement must be finalized and signed by the participating County and all Municipalities:
  - **15.1.1** No later than one hundred and twenty-five (125) days before the first regularly scheduled statewide or federal election in each even numbered year.
  - **15.1.2** No later than ninety (90) days before a special statewide or federal election.

#### 16. <u>EARLY VOTING PLAN.</u>

16.1 No later than one hundred and twenty (120) days before the first statewide or federal election in each even numbered year, the Coordinator will be responsible for ensuring an Early Voting Plan, attached as Exhibit A, is filed with the County Clerk of the County in which the Municipalities are located.

#### 17. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

17.1 Not less than forty-five (45) days before the first early voting day allowed by statute, the Coordinator will be responsible for providing the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating County and Municipalities. This ensures that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

#### 18. **DURATION OF AGREEMENT.**

- 18.1 This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the County Clerk and each participating Municipal Clerk and any other required authorized Official of each of the participating Municipalities.
- **18.2** This Agreement has no fixed termination date, and may be terminated pursuant to its terms.

## 19. <u>CANCELLATION, MODIFICATION, AND TERMINATION OF COUNTY JOINT EARLY VOTE SITE</u> AGREEMENT.

- 19.1 The County Clerk may terminate the Agreement for any reason; upon termination, the Agreement will cease to exist and the Clerk of each participating Municipality must submit a revised Early Voting Plan to the Department outlining the manner in which early voting will be provided. The County Clerk may terminate the Agreement by providing at least thirty (30) days' written notice to the other Parties to the Agreement. The notice shall be sent to the Municipalities at the address provided in this Agreement to the attention of the Municipal Clerk.
- 19.2 This Agreement may be modified by a written amendment executed by all Parties. If a modification will result in impact to a subset of Parties, only, only those Parties affected need execute the modification.
- 19.3 If the Parties terminate Agreement for any reason, the Clerk of each participating Municipality must submit a revised Early Voting Plan to the Department outlining the manner in which early voting will be provided.
- 19.4 If a Party withdraws from the Agreement for any reason, the Clerk of the Municipality withdrawing from the Agreement must submit a revised Early Voting Plan to the Department outlining the manner in which early voting will be provided. A Party to the Agreement may withdraw from the Agreement by providing at least thirty (30) days' written notice to the other Parties to the Agreement. The notice shall be sent to the Municipalities at the address provided in this Agreement to the attention of the County Clerk and Municipal Clerk.
- 19.5 A Party may not terminate or withdraw from the Agreement during the period beginning one hundred and fifty (150) days before the first statewide November election in an even numbered year and ending on the completion of the County canvass for the statewide general November election in that even numbered year.
- 19.6 If the Agreement covers any elections in addition to statewide and federal elections, a Party may not withdraw from the Agreement during the period beginning one hundred and fifty (150) days before the election covered under the Agreement and ending on the completion of the County canvass for that election.

#### 20. GENERAL PROVISIONS.

20.1 The County shall not be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble, or special damages, including, but not limited to, loss of profit, opportunity, use, revenue, data, or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute, or any

- other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if the County was advised or aware of the possibility of such damages.
- 20.2 This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the Berrien County Trial Court, or the United States District Court for the Western District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 20.3 This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties, except the accompanying license agreement and the annual Berrien County elections fee schedule which are incorporated by reference. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
- "Confidential Information" means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's copyrighted training materials.
- 20.5 The participating Municipalities shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Municipalities shall not reproduce, provide, disclose, or give access of Confidential Information to any Municipality Employee or third-party not having a legitimate need to know. Municipalities and Municipality Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, Municipalities may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Municipalities: (a) give the County prompt written notice of the impending disclosure; (b) provide reasonable assistance to the County in opposing or limiting the disclosure; and (c) make only such disclosure as is compelled or required. This Agreement imposes no obligation upon Municipalities with respect to any Confidential Information which Municipalities can establish by legally sufficient evidence: (a) was in possession of or was known by Municipalities, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Municipality from a third-party having the right to disclose it, without an obligation to keep such information confidential.

#### 21. ELECTRONIC SIGNATURES AND COUNTERPARTS.

21.1 This Agreement may be executed in two or more counterparts, and each counterpart shall become binding when the other(s) has or have been signed as if it had been signed

by each Party. Facsimile or electronic signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

Sharon Tyler		
Berrien County Clerk	Signature of County Clerk	Date
Tiffany Moore	,	
Benton Harbor City Clerk	Signature of Clerk	Date
Sheila Reitz		
Bridgman City Clerk	Signature of Clerk	Date
Kalla Langston		
Buchanan City Clerk	Signature of Clerk	Date
Kelly Clements		
Coloma City Clerk	Signature of Clerk	Date
Amy Fidler		
New Buffalo City Clerk	Signature of Clerk	Date
Tina Bergman		
Niles City Clerk	Signature of Clerk	Date
Abby Bishop		
St. Joseph City Clerk	Signature of Clerk	Date
Melanie Marvin		
Watervliet City Clerk	Signature of Clerk	Date
Christina Price		
Baroda Township Clerk	Signature of Clerk	Date
Mary Jane Dean		
Berrien Township Clerk	Signature of Clerk	Date
Don Vite		
Bertrand Charter Township	Signature of Clerk	Date
Clerk		
Wendi Heyliger		
Buchanan Charter Township	Signature of Clerk	Date
Clerk		
Paula Dudiak		
Chikaming Township Clerk	Signature of Clerk	Date
Sheila Hickmott		
Coloma Charter Township Clerk	Signature of Clerk	Date
Jennifer Richter		-
Galien Township Clerk	Signature of Clerk	Date
Tom Allen		-
Hager Township Clerk	Signature of Clerk	Date
****		-
Lake Charter Township Clerk	Signature of Clerk	Date

Stacy Loar-Porter		
Lincoln Charter Township Clerk	Signature of Clerk	Date
Judith Zabicki		
New Buffalo Township Clerk	Signature of Clerk	Date
Terry Eull		
Niles Charter Township Clerk	Signature of Clerk	Date
Suzanne Renton		
Oronoko Charter Township	Signature of Clerk	Date
Clerk		
Karen Basham		
Pipestone Township Clerk	Signature of Clerk	Date
Rachel Bernard		
Royalton Township Clerk	Signature of Clerk	Date
Patrice Rose		
St. Joseph Charter Township	Signature of Clerk	Date
Clerk		
Cheryl Andres		
Sodus Township Clerk	Signature of Clerk	Date
Elizabeth Zabel		
Three Oaks Township Clerk	Signature of Clerk	Date
Patt Bambrick		
Watervliet Charter Township	Signature of Clerk	Date
Clerk		
Kelly Knitz		
Weesaw Township Clerk	Signature of Clerk	Date

#### **EXHIBIT A: Early Voting Plan**

No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator is responsible for ensuring an Early Voting Plan, covering the parties to the County Agreement, is filed with the County clerk of the County.

Not less than 45 days before the first early voting day allowed by statute, the Coordinator will be responsible for providing the Secretary of State any changes made a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating County and Municipalities. This ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

Plan Coverage: County Agreement

### **Coordinator of County Agreement:**

Name of Coordinator	Position	Email Address	Phone Number
Kathryn Klemesrud	Election	kklemesrud@berriencounty.org	269-983-7111, Ext. 8011
	Administrator, Interim		
	Election Coordinator		

#### **County:**

Name of County	Clerk of County
Berrien	Sharon Tyler

Name of Municipality	Clerk of Municipality	Number of precincts in Municipality (no AVCB precincts)	Number of registered electors in Municipality (includes active, challenged, and to be verified electors from QVF)
Benton Harbor City	Tiffany Moore	4	8,137
Bridgman City	Sheila Reitz	1	1,877
Buchanan City	Kalla Langston	2	3,708
Coloma City	Kelly Clements	1	1,238
New Buffalo City	Amy Fidler	1	1,748
Niles City	Tina Bergman	4	10,513
St. Joseph City	Abby Bishop	3	7,266
Watervliet City	Melanie Marvin	1	1,370
Baroda Township	Christina Price	1	2,379
Berrien Township	Mary Jane Dean	2	3,869
Bertrand Charter Township	Don Vite	1	2,419

Buchanan Charter Township	Wendi Heyliger	1	2,969
Chikaming Township	Paula Dudiak	1	2,776
Coloma Charter Township	Sheila Hickmott	2	4,434
Galien Township	Jennifer Richter	1	1,255
Hagar Township	Tom Allen	2	2,872
Lake Charter Township	****	1	2,761
Lincoln Charter Township	Stacy Loar-Porter	6	12,331
New Buffalo Township	Judith Zabicki	1	2,080
Niles Charter Township	Terry Eull	5	12,380
Oronoko Charter Township	Suzanne Renton	3	5,981
Pipestone Township	Karen Basham	1	1,908
Royalton Township	Rachel Bernard	2	4,138
St. Joseph Charter Township	Patrice Rose	4	8,925
Sodus Township	Cheryl Andres	1	1,747
Three Oaks Township	Elizabeth Zabel	1	2,220
Watervliet Charter Township	Patt Bambrick	1	2,758
Weesaw Township	Kelly Knitz	1	1,717

## **Early Voting Location Information:**

	Early voting site #1	Early voting site #2
Location of site	Lake Michigan College Todd Center	Berrien County South County Building
	2785 E. Napier Avenue	1205 N. Front Street
	Benton Harbor, Michigan 49022	Niles, Michigan 49120
	Back up location:	
	Berrien County Conference Center	
	2149 E. Napier Avenue	
	Benton Harbor, Michigan 49022	
Municipalities served at site	Benton Harbor City	Bridgman City
	Coloma City	Buchanan City
	St. Joseph City	New Buffalo City
	Watervliet City	Niles City
	Coloma Charter Township	Baroda Township
	Hagar Township	Berrien Township
	Lincoln Charter Township	Bertrand Charter Township
	Pipestone Township	Buchanan Charter Township
	Royalton Township	Chikaming Township
	St. Joseph Charter Township	Galien Township
	Sodus Township	Lake Charter Township
	Watervliet Township	New Buffalo Township
		Niles Charter Township
		Oronoko Charter Township

		Three Oaks Township	
		·	
		Weesaw Township	
	57,124 electors	60,652 electors	
Number of Election Workers	22 Election Inspectors	22 Election Inspectors	
at site	4 Receiving Board	4 Receiving Board	
Is this an EV site for all 9	Yes	Yes	
days of Constitutionally-			
required early voting? (Y/N)			
Hours for 9 days of	Day 1 Saturday: 8:30 AM-4:30 PM	Day 1 Saturday: 8:30 AM-4:30 PM	
Constitutionally-required	Day 2 Sunday: 8:30 AM-4:30 PM	Day 2 Sunday: 8:30 AM-4:30 PM	
early voting	Day 3 Monday: 8:30 AM-4:30 PM	Day 3 Monday: 8:30 AM-4:30 PM	
	Day 4 Tuesday: 8:30 AM-4:30 PM	Day 4 Tuesday: 8:30 AM-4:30 PM	
	Day 5 Wednesday: 11:00 AM-7:00 PM	Day 5 Wednesday: 11:00 AM-7:00 PM	
	Day 6 Thursday: 8:30 AM-4:30 PM	Day 6 Thursday: 8:30 AM-4:30 PM	
	Day 7 Friday: 8:30 AM-4:30 PM	Day 7 Friday: 8:30 AM-4:30 PM	
	Day 8 Saturday: 8:30 AM-4:30 PM	Day 8 Saturday: 8:30 AM-4:30 PM	
	Day 9 Sunday: 8:30 AM-4:30 PM	Day 9 Sunday: 8:30 AM-4:30 PM	
How many (if any) additional	None	None	
days of early voting will be			
provided at this site?			
Hours for any additional	None	None	
days of early voting			
Is this site ADA compliant?	Yes	Yes	
In selecting this site, did you	Yes	Yes	
take into account expected			
turnout, population density,			
public transportation,			
accessibility, travel time,			
travel patterns, and any			
other relevant			
considerations?			

## **Early Voting Equipment Information:**

	Early voting site #1	Early voting site #2	
Number of tabulators at site	6	6	
Municipality responsible for	County, by reimbursement from	County, by reimbursement from	
providing tabulators	grant(s) and possible local units of	grant(s) and possible local units of	
	government	government	
Number of early voting poll	6	6	
book laptops			
Municipality responsible for	County, by reimbursement from	County, by reimbursement from	
providing early voting poll	grant(s) and possible local units of	grant(s) and possible local units of	
book laptops	government	government	

Clerk responsible for taking	Election Coordinator and/or designated	Election Coordinator and/or designated	
necessary steps to set up the	Site Supervisor(s)	Site Supervisor(s)	
early voting poll book			
laptops			

#### Describe the communication strategy for informing electors of their opportunity for early voting:

Initial written notification of early voting site locations and hours of availability to be sent via USPS mail to electors, as required by Public Act 81 of 2023, will be coordinated by the County and funded by the participating Municipalities.

The County will develop and implement an outreach strategy that notifies voters of early voting location(s), hours, and other information prior to each election covered by this Agreement/Early Voting Plan. This strategy may include, but is not limited to, publication of public notices, publication of notice on the County website, and publication of press releases, and other methods as determined to be appropriate by the County Clerk.

Municipalities will develop and implement an outreach strategy that notifies voters of early voting location(s), hours, and other information prior to each election covered by this Agreement/Early Voting Plan. This strategy may include, but is not limited to, publication of public notices, publication of notice on the participating Municipalities' websites, and publication within municipal newsletters (as available), and other methods as determined to be appropriate by the Municipality.

#### **EXHIBIT B: SITE SUPERVISORS**

### **Early Voting Site Supervisors:**

Site Supervisors will be appointed by the Election Coordinator prior to each election.

	Supervisor at Early voting site #1	Supervisor at Early voting site #2
Early Voting Day 1-9	City or Township Clerk, Deputy,	City or Township Clerk, Deputy, or County
	or County Clerk Staff	Clerk Staff

## Exhibit C: Estimated Budget Election Costs, One-Time and On-Going Costs

Based on the County operating two early in-person voting sites that serve approximately 117,776 active, challenged, and to be verified electors.

Cost breakdown is based on percentage of registered voters with jurisdictions who have expressed intent to join the County Agreement, and depending which of the two County Early Voting Sites each Municipality chooses to utilize.

The actual County grant application requested \$454,172.20. That includes costs not covered in Exhibit C: an additional \$90,720.00 for November Election Inspectors, an additional \$12,000.00 for two additional rental periods of LMC's North County site, an additional \$9,800.00 for Bainbridge and Benton Charter Townships' vendor support, and an additional \$1830.00 for crowd control posts, if necessary. EXHIBIT C also included in the "No Grant Awarded" cost breakdown, an estimate of \$18,000.00 for EPBs (which should be covered by the grant). The County estimates \$15,139.67 per election will not be covered by the grant, for the Training of Election Inspectors, Meals for Election Inspectors, the Election Coordinator costs, and Cleaning for the South County Site. The Total Costs in one election (the first election, with the highest costs because of equipment) shown in Exhibit C is estimated at \$372,961.87. Of that, \$15,139.67 in costs are not in the grant. That leaves grant costs considered in Exhibit C to be \$357,822.20. The State has said that they are likely to award 80% of what is requested in the grant. For the actual County grant, 80% would be \$363,337.76. However, just considering Exhibit C, 80% of the \$357,822.20 worth of grant costs considered in Exhibit C would be \$286,257.76. The total shared costs (\$286,257.76 plus \$15,139.67) would then be \$86,704.11 for the first election under Exhibit C. THE GRANT ALSO ASSUMED THAT THE STAFF SUPPORT COSTS FOR FEBRUARY WOULD BE COVERED BY THE POLITICAL PARTIES, AND NOT THE GRANT. HOWEVER, THE BREAKDOWN BELOW INCLUDES THE STAFF SUPPORT COSTS IN ITS CALCULATIONS.

Election Inspectors		Notes	Cost Type (on- going or one- time)
Election Inspectors, including Receiving Boards	\$90,720.00	The cost per poll worker is estimated at \$15/hr with each working 12 hours per day. Election Inspectors per site would be 22. Receiving Board Election workers per site would be 6. Total Election Inspectors would be 56. Total estimated cost would be \$90,720 per election. August and November 2024 elections may be covered by the 2024 State grant, the February 2024 Primary election should be reimbursed by the Political Parties. This will not be billed until reimbursements are known.	on-going
Training of Inspectors (paying the inspectors)	\$3,360.00	Based on training 56 inspectors utilized across two sites, paid \$60 for each training (4 hour training session at \$15/hour). Total estimated cost would be \$3,360.00 per election.	on-going
Meals for Inspectors	\$7,830.00	Estimate of \$15/person with 56 inspectors and 2 site supervisors (58 people) utilized across two sites. One meal a day, cost for 9 days. Total estimated cost would be \$7,830.00 per election.	on-going
Administration/Coordination Staff			
Election Coordinator	\$3,499.67	This is the cost of wages for 12 hour days during the 9 days of early voting. Total hours is 108 hours. Straight time up to 40 hours per week. Over time is calculated after the 40 hours per week. (64 hours straight time) (44 hours over time). Plus Mileage. Total estimated cost would be \$3,499.67 per election. One coordinator for two sites. <b>Mileage is not included in the costs at this time.</b>	on-going

Internet Connectivity Support South County Site	\$10,000.00	This is estimated. County-provided Internet Support. \$4,000.00 for a switch at South County site, \$1,500.00 in labor at South County site, \$500.00 in labor at North County site, \$4,500.00 for cabling at South County site. (Thus, \$10,000 for the South County site and \$500.00 for the North County site.) This may be covered by the 2024 State grant. This is an estimate because needs are still being assessed.	one-time, but may need to be revisited if sites are relocated
Internet Connectivity Support North County Site	\$500.00	This is estimated. County-provided Internet Support. \$4,000.00 for a switch at South County site, \$1,500.00 in labor at South County site, \$500.00 in labor at North County site, \$4,500.00 for cabling at South County site. (Thus, \$10,000 for the South County site and \$500.00 for the North County site.) This may be covered by the 2024 State grant. This is an estimate because needs are still being assessed. Most internet connectivity support for the North County site is included in the rental fee for the site.	one-time, but may need to be revisited if sites are relocated
Election Source Maintenance Support/Vendor Support <b>YEARLY COST</b>	\$77,000.00	\$1,400.00 per precinct (not EV precinct) each year, billed either to State, County or Local Municipality (unsure at this time). There are 55 precincts in the County Agreement. There are 7 precincts not in the County Agreement. The ENTIRE COUNTY would cost \$86,800.00. The cost for the County Agreement is \$77,000.00. This may be covered by the 2024 State grant. If not covered by the State grant, ALL PRECINCTS would pay this cost for vendor support. This cost is also listed on the County's Fee Schedule for Municipalities with Independent Early Voting Sites.	on-going
Polling places			
Polling place Rental <b>North County Site</b>	\$6,000.00	There is an estimated cost of \$6,000.00 per election. Estimated \$18,000.00 for all elections in 2024 for the LMC Todd Center site. All 2024 rental costs for the North County site may be covered by the 2024 State grant. If not covered by the State grant, this would be shared by North County Municipalities as referenced in Exhibit A only. This includes most of the internet support, security, cleaning, and miscellaneous costs at the North County site.	on-going
Polling place cleaning <b>South County Site</b>	\$450.00	Cleaning estimated at \$50 per day per site for 9 days. \$900.00 per election. This may be \$450.00 for the South County site only. Cleaning costs for the North County site is included in the rental fee for the site.	on-going
Equipment			
Ballot Tabulators ICP2	\$77,954.40	We predict the need for 12 dedicated early voting tabulators and ballot bins (6 per site). The average cost is \$6496.20 for a ballot tabulator and ballot bin and power cord, dust cover keys, and 2 security keys. We currently have two, but those serve as back ups for the entire county. <b>This</b> may be covered by the 2024 State grant.	one-time
Early Voting Poll Book Laptops (EVEPB)	\$18,000.00	We will need one dedicated early voting EPB per tabulator. The State recommends 10 precincts per tabulator. For recall purposes, we want an average of 5 precincts per tabulator. That is 12 early voting EPBs at an estimated cost of \$1,500.00 per early voting EPB. Total estimated cost is \$18,000.00. <b>This may be covered by the 2024 State grant.</b>	one-time

Print on Demand Device ICX Prime (PoD)	\$10,425.00	We predict the need for two dedicated early voting print on demand devices. The average cost is \$5212.50. Each unit comes with a booth and printer that can print a 22 inch ballot. <b>This may be</b> covered by the 2024 State grant.	one-time
Voter Assist Devices ICX Prime (VAT)	\$20,850.00	We predict the need for four dedicated early voting VAT/print on demand devices. The average cost is \$5212.50 for an ADA compliant device. Comes with booth and printer that can print a 22 inch ballot. We currently have one, which serves as a back up for the entire county. <b>This may be covered by the 2024 State grant.</b>	one-time
VAT/PoD Cases	\$4,740.00	We will need 6 cases to protect each VAT/PoD device while not in use. They are \$790.00 each.  This may be covered by the 2024 State grant.	one-time
ID Scanners (Scan)	\$756.00	The estimated cost is \$63.00 per scanner used to swipe drivers licenses. One scanner is required for each voter registration laptop and electronic poll book. This model does NOT scan envelopes. The total is 12. <b>This may be covered by the 2024 State grant.</b>	one-time
ID Scanners (Swipe)	\$1,452.00	The estimated cost is \$121.00 per scanner used to swipe drivers licenses. One scanner is required for each voter registration laptop and electronic poll book. This model does NOT scan envelopes. The total is 12. <b>This may be covered by the 2024 State grant.</b>	one-time
Voting booths	\$9,750.00	The estimated cost per booth is \$195.00, with 25 booths needed per site. There are 50 total. <b>This</b> may be covered by the 2024 State grant.	one-time
ADA Voting Booth	\$840.00	We are asking for 4 ADA booths, 2 per site, at \$210.00 each. This may be covered by the 2024 State grant.	one-time
Voting booth storage Cart	\$3,400.00	We are asking for 4 voting booth storage carts, 2 per site. \$850.00 each. This may be covered by the 2024 State grant.	one-time
Wheeled Ballot Bags	\$6,480.00	The cost per ballot container is \$180 with 18 needed per polling site. There will be 36 total. <b>This</b> may be covered by the 2024 State grant.	one-time
Transfer Bags	\$3,672.00	We would need 216 bags at \$17.00 each. This may be covered by the 2024 State grant.	one-time
White Ballot Storage Bags	\$480.00	We would need 24 bags at \$20.00 each. This may be covered by the 2024 State grant.	one-time
Test Ballot Bags	\$204.00	We would need 12 Test Ballot Bags at \$17.00 each. This may be covered by the 2024 State grant.	one-time
Media Transfer Bags	\$192.00	The cost per media tranfer bags is \$8.00 with 12 needed per polling site. There will be 24 total.  This may be covered by the 2024 State grant.	one-time
Ballot instructions/secrecy sleeve 15 IN	\$1,800.00	The cost per sleeve is \$9.00 with 100 sleeves per site. 200 total. <b>This may be covered by the 2024 State grant.</b>	one-time
Ballot instructions/secrecy sleeve 22 IN	\$2,000.00	The cost per sleeve is \$10.00 with 100 sleeves per site. 200 total. This may be covered by the	one-time
Tabulator Memory Card Reader	\$156.00	We would need 2 tabulator memory card readers at \$78.00 each. This may be covered by the 2024 State grant.	one-time
Smart Card Reader	\$63.00	We would need 2 smart card readers at \$31.50 each. This may be covered by the 2024 State grant.	one-time
Vinyl Certificate Protectors	\$448.00	We estimate a need for 224. \$2.00 each. This may be covered by the 2024 State grant.	one-time

Crowd Control Posts South County Site	\$1,830.00	We estimate a need for 24 crowd control posts, at \$152.50 each. 12 per site, \$3660.00 for 24. This may be \$1830.00 for the South County site only. This may be covered by the 2024 State grant. Crowd control costs for the North County site is included in the rental fee for the site.	one-time
Supplies			
Oval Ballot Marking Instructions	\$800.00	We would need 400. \$2.00 each. This may be covered by the 2024 State grant.	on-going
Tabulator Memory Cards ICP2	\$720.00	We estimate a need of 48 memory cards, this allows for the required 2 per tabulator and for back up cards for each tabulator. These are \$15.00 each. <b>This may be covered by the 2024 State grant.</b>	on-going
VAT and PoD Cards	\$1,800.00	We estimate a need for 120 VAT and PoD cards: 50 Technician, 50 Pollworker, 50 Voter. These are \$12.00 each. <b>This may be covered by the 2024 State grant.</b>	on-going
Thumb drives for VAT and PoD ICX Prime	\$480.00	We estimate a need of 12 thumb drives that must be formated to work with the ICX Prime devices. Est. \$40.00 each. <b>This may be covered by the 2024 State grant.</b>	on-going
Tabulator tape ICP2	\$1,359.80	Case of 100 rolls of tabulator tape. 4 cases total, two per site. \$339.95 per case. <b>This may be</b> covered by the 2024 State grant.	on-going
l voted stickers	\$110.00	Estimated at \$5.50 per roll of 1000 stickers with 20 rolls. <b>This may be covered by the 2024 State</b> grant.	on-going
Weightable sign base	\$100.00	2 Fillable bases, \$50.00 each. This may be covered by the 2024 State grant.	on-going
Weightable sign	\$64.00	4 signs for the fillable bases. \$16.00 each. This may be covered by the 2024 State grant.	on-going
Weightable sign arrows	\$24.00	4 reversible arrow signs for the fillable bases. \$6.00 each. This may be covered by the 2024 State grant.	on-going
H stake base	\$70.00	20 H stake bases, \$3.50 each. This may be covered by the 2024 State grant.	on-going
H stake sign	\$420.00	20 signs, \$21.00 each. This may be covered by the 2024 State grant.	on-going
H stake arrows	\$230.00	20 arrow signs, \$11.50 each. This may be covered by the 2024 State grant.	on-going
Flag vote here signs	\$710.00	4 flags at \$177.50 each . This may be covered by the 2024 State grant.	on-going
Large plastic A frame sign	\$158.00	2 needed. \$79.00 for each. This may be covered by the 2024 State grant.	on-going
Letter kit for large plastic sign	\$324.00	2 needed. \$162.00 for each. This may be covered by the 2024 State grant.	on-going
Large plastic A frame sign can be written on with dry erase	\$400.00	2 needed. Estimated price at \$200.00 each. This may be covered by the 2024 State grant.	on-going
Ballot Marking Pens	\$340.00	34 boxes at \$10.00 each. This may be covered by the 2024 State grant.	on-going
Miscellaneous (NOT Included In Cost Breakdown)			0 0
Security cage for voting equipment	\$3,000.00	A security cage is needed to store equipment overnight. The cost per cage is approximately \$1500 with a total of 2 needed, 1 per polling site. This may be covered by a future State security grant, if needed to be purchased. There are no plans to purchase these for the 2024 early voting election cycle.	one-time
Ballots	TBD	This is not a new cost. Ballots do not only apply to Early Voting. See the County Fee Schedule for reimbursible costs related to ballots.	on-going
Precinct kits	\$420.00	A precinct kit that includes envelopes, seals, etc. is estimated at \$35. We will need one precinct kit per tabulator. Estimated total is \$420.00 per election. This is a County cost for State and Federal elections.	on-going

Item IX. A.

Delivery for equipment TBD This is a County cost. on-going

Entire Initial Election Cost Breakdown Based on % of Registered Voters with Jurisdictions Who Have Expressed Intent to Join the County-Wide Agreement WITHOUT THE GRANT will have the highest costs due to start-up expenses.) (The initial election

	Precincts	Registered Voters	% of Total	Shared Costs	Early Voting Vendor Support for the YEAR	North County Site Only Shared Costs	South County Site Only Shared Costs	Total For Each Municipality WITHOUT THE GRANT
City of Benton Harbor		4 8,137	6.91%	\$19,150	\$5,600.00	\$925.89		\$25,676.05
City of Bridgman	:	1 1,877	1.59%	\$4,417	\$1,400.00		\$380.03	\$6,197.49
City of Buchanan	:	2 3,708	3.15%	\$8,727	\$2,800.00		\$750.75	\$12,277.40
City of Coloma		1 1,238	1.05%	\$2,914	\$1,400.00	\$140.87		\$4,454.46
City of New Buffalo	:	1 1,748	1.48%	\$4,114	\$1,400.00		\$353.91	\$5,867.77
City of Niles		4 10,513	8.93%	\$24,742	\$5,600.00		\$2,128.53	\$32,470.52
City of St. Joseph	:	3 7,266	6.17%	\$17,100	\$4,200.00	\$826.78		\$22,127.07
City of Watervliet		1 1,370	1.16%	\$3,224	\$1,400.00	\$155.89		\$4,780.14
Bainbridge Twp		1 -	0.00%	\$0	\$0.00			\$0.00
Baroda Twp		1 2,379	2.02%	\$5,599	\$1,400.00		\$481.67	\$7,480.56
Benton Charter Twp		6 -	0.00%	\$0	\$0.00			\$0.00
Berrien Twp	:	2 3,869	3.29%	\$9,106	\$2,800.00		\$783.34	\$12,688.90
Bertrand Ch. Twp		1 2,419	2.05%	\$5,693	\$1,400.00		\$489.77	\$7,582.80
Buchanan Ch. Twp		1 2,969	2.52%	\$6,987	\$1,400.00		\$601.12	\$8,988.57
Chikaming Twp		1 2,776	2.36%	\$6,533	\$1,400.00		\$562.05	\$8,495.27
Coloma Ch. Twp	:	2 4,434	3.76%	\$10,435	\$2,800.00	\$504.53		\$13,739.80
Galien Twp		1 1,255	1.07%	\$2,954	\$1,400.00		\$254.10	\$4,607.70
Hagar Twp		2 2,872	2.44%	\$6,759	\$2,800.00	\$326.80		\$9,885.95
Lake Twp	:	1 2,761	2.34%	\$6,498	\$1,400.00		\$559.01	\$8,456.93
Lincoln Ch. Twp		6 12,331	10.47%	\$29,021	\$8,400.00	\$1,403.11		\$38,823.71
New Buffalo Twp	:	1 2,080	1.77%	\$4,895	\$1,400.00		\$421.13	\$6,716.34
Niles Ch. Twp	!	5 12,380	10.51%	\$29,136	\$7,000.00		\$2,506.54	\$38,642.45
Oronoko Ch. Twp	;	3 5,981	5.08%	\$14,076	\$4,200.00		\$1,210.95	\$19,487.04
Pipestone Twp	:	1 1,908	1.62%	\$4,490	\$1,400.00	\$217.11		\$6,107.52
Royalton Twp		2 4,138	3.51%	\$9,739	\$2,800.00	\$470.85		\$13,009.50
St. Joseph Ch. Twp		4 8,925	7.58%	\$21,005	\$5,600.00	\$1,015.55		\$27,620.24
Sodus Twp		1 1,747	1.48%	\$4,112	\$1,400.00			\$5,710.29
Three Oaks Twp	:	1 2,220	1.88%	\$5,225	\$1,400.00		\$449.48	\$7,074.17
Watervliet Ch. Twp		1 2,758	2.34%	\$6,491	\$1,400.00		•	\$8,204.69
Weesaw Twp	:	1 1,717	1.46%	\$4,041	\$1,400.00		\$347.64	\$5,788.54
Grand Total	6	2 117,776	100%	\$277,181.87	\$77,000.00	\$6,500.00	\$12,280.00	\$372,961.87

	Registered Voters	% of Total	Cost
City of Benton Harbor	8,137	14.24%	\$925.89
City of Bridgman		0.00%	
City of Buchanan		0.00%	
City of Coloma	1,238	2.17%	\$140.87
City of New Buffalo		0.00%	
City of Niles		0.00%	
City of St. Joseph	7,266	12.72%	\$826.78
City of Watervliet	1,370	2.40%	\$155.89
Bainbridge Twp		0.00%	
Baroda Twp		0.00%	
Benton Charter Twp		0.00%	
Berrien Twp		0.00%	
Bertrand Ch. Twp		0.00%	
Buchanan Ch. Twp		0.00%	
Chikaming Twp		0.00%	
Coloma Ch. Twp	4,434	7.76%	\$504.53
Galien Twp		0.00%	
Hagar Twp	2,872	5.03%	\$326.80
Lake Twp		0.00%	
Lincoln Ch. Twp	12,331	21.59%	\$1,403.11
New Buffalo Twp		0.00%	
Niles Ch. Twp		0.00%	
Oronoko Ch. Twp		0.00%	
Pipestone Twp	1,908	3.34%	\$217.11
Royalton Twp	4,138	7.24%	\$470.85
St. Joseph Ch. Twp	8,925	15.62%	\$1,015.55
Sodus Twp	1,747	3.06%	\$198.79
Three Oaks Twp		0.00%	
Watervliet Ch. Twp	2,758	4.83%	\$313.83
Weesaw Twp		0.00%	
Grand Total	57,124	100%	\$6,500.00

204011	County Site Costs Only V Registered Voters	% of Total	Cost
City of Benton Harbor	•	0.00%	
City of Bridgman	1,877	3.09%	\$380.03
City of Buchanan	3,708	6.11%	\$750.75
City of Coloma		0.00%	
City of New Buffalo	1,748	2.88%	\$353.91
City of Niles	10,513	17.33%	\$2,128.53
City of St. Joseph		0.00%	
City of Watervliet		0.00%	
Bainbridge Twp		0.00%	
Baroda Twp	2,379	3.92%	\$481.67
Benton Charter Twp		0.00%	
Berrien Twp	3,869	6.38%	\$783.34
Bertrand Ch. Twp	2,419	3.99%	\$489.77
Buchanan Ch. Twp	2,969	4.90%	\$601.12
Chikaming Twp	2,776	4.58%	\$562.05
Coloma Ch. Twp		0.00%	
Galien Twp	1,255	2.07%	\$254.10
Hagar Twp		0.00%	
Lake Twp	2,761	4.55%	\$559.01
Lincoln Ch. Twp		0.00%	
New Buffalo Twp	2,080	3.43%	\$421.13
Niles Ch. Twp	12,380	20.41%	\$2,506.54
Oronoko Ch. Twp	5,981	9.86%	\$1,210.95
Pipestone Twp		0.00%	
Royalton Twp		0.00%	
St. Joseph Ch. Twp		0.00%	
Sodus Twp		0.00%	
Three Oaks Twp	2,220	3.66%	\$449.48
Watervliet Ch. Twp		0.00%	
Weesaw Twp	1,717	2.83%	\$347.64
Grand Total	60,652	1	00% \$12,280.00

Entire Initial Election Cost Breakdown Based on % of Registered Voters with Jurisdictions Who Have Expressed Intent to Join the County-Wide Agreement WITH 100% OF COSTS REQUESTED FOR ONE ELECTION (The initial election will have the highest costs due to start-up expenses.)

	Precincts	Registered Voto	ers % of Tot	al	Shared Costs	Early Voting Vendor Support for the YEAR	North County Site Only Shared Costs	South County Site Only Shared Costs	Total For Each Municipality WITH 100% GRANT
City of Benton Harbor		4 8,1	.37 6.91%		\$1,014.89				\$1,014.8
City of Bridgman		1 1,8	1.59%		\$234.11			\$13.93	\$248.0
City of Buchanan		2 3,7	708 3.15%		\$462.48			\$27.51	\$489.9
City of Coloma		1 1,2	1.05%		\$154.41				\$154.4
City of New Buffalo		1 1,7	48 1.48%		\$218.02			\$12.97	\$230.9
City of Niles		4 10,5	8.93%		\$1,311.24			\$78.00	\$1,389.2
City of St. Joseph		3 7,2	6.17%		\$906.26				\$906.26
City of Watervliet		1 1,3	1.16%		\$170.87				\$170.87
Bainbridge Twp		1 -	0.00%		\$0.00				\$0.00
Baroda Twp		1 2,3	379 2.02%		\$296.72			\$17.65	\$314.37
Benton Charter Twp		6 -	0.00%		\$0.00				\$0.00
Berrien Twp		2 3,8	3.29%		\$482.56			\$28.71	\$511.27
Bertrand Ch. Twp		1 2,4	19 2.05%		\$301.71			\$17.95	\$319.66
Buchanan Ch. Twp		1 2,9	2.52%		\$370.31			\$22.03	\$392.34
Chikaming Twp		1 2,7	76 2.36%		\$346.24			\$20.60	\$366.83
Coloma Ch. Twp		2 4,4	3.76%		\$553.03				\$553.03
Galien Twp		1 1,2	255 1.07%		\$156.53			\$9.31	\$165.84
Hagar Twp		2 2,8	372 2.44%		\$358.21				\$358.22
Lake Twp		1 2,7	61 2.34%		\$344.37			\$20.48	\$364.85
Lincoln Ch. Twp		6 12,3	31 10.47%	,	\$1,537.99				\$1,537.99
New Buffalo Twp		1 2,0	1.77%		\$259.43			\$15.43	\$274.86
Niles Ch. Twp		5 12,3	80 10.51%	, )	\$1,544.10			\$91.85	\$1,635.95
Oronoko Ch. Twp		3 5,9	5.08%		\$745.98			\$44.38	\$790.36
Pipestone Twp		1 1,9	008 1.62%		\$237.98				\$237.98
Royalton Twp		2 4,1	.38 3.51%		\$516.11				\$516.13
St. Joseph Ch. Twp		4 8,9	25 7.58%		\$1,113.18				\$1,113.18
Sodus Twp		1 1,7	47 1.48%		\$217.90				\$217.90
Three Oaks Twp		1 2,2	20 1.88%		\$276.89			\$16.47	\$293.30
Watervliet Ch. Twp		1 2,7	'58 2.34%		\$343.99				\$343.9
Weesaw Twp		1 1,7			\$214.15			\$12.74	\$226.8
Grand Total	(	62 117,7	76	100%	\$14,689.67	\$0.00	\$0.00	\$0.00	\$15,139.6

## South County Site Costs Only WITH 100% OF COSTS REQUESTED FOR ONE ELECTION IN THE GRANT AWARDED

(\*Costs are different for South and North County sites due to the structure of the rental fee at LMC. )

LMC. )							
	Registered Voters	% of Total	Cost				
City of Benton Harbor		0.00%					
City of Bridgman	1,877	3.09%	\$13.93				
City of Buchanan	3,708	6.11%	\$27.51				
City of Coloma		0.00%					
City of New Buffalo	1,748	2.88%	\$12.97				
City of Niles	10,513	17.33%	\$78.00				
City of St. Joseph		0.00%					
City of Watervliet		0.00%					
Bainbridge Twp		0.00%					
Baroda Twp	2,379	3.92%	\$17.65				
Benton Charter Twp		0.00%					
Berrien Twp	3,869	6.38%	\$28.71				
Bertrand Ch. Twp	2,419	3.99%	\$17.95				
Buchanan Ch. Twp	2,969	4.90%	\$22.03				
Chikaming Twp	2,776	4.58%	\$20.60				
Coloma Ch. Twp		0.00%					
Galien Twp	1,255	2.07%	\$9.31				
Hagar Twp		0.00%					
Lake Twp	2,761	4.55%	\$20.48				
Lincoln Ch. Twp		0.00%					
New Buffalo Twp	2,080	3.43%	\$15.43				
Niles Ch. Twp	12,380	20.41%	\$91.85				
Oronoko Ch. Twp	5,981	9.86%	\$44.38				
Pipestone Twp		0.00%					
Royalton Twp		0.00%					
St. Joseph Ch. Twp		0.00%					
Sodus Twp		0.00%					
Three Oaks Twp	2,220	3.66%	\$16.47				
Watervliet Ch. Twp		0.00%					
Weesaw Twp	1,717	2.83%	\$12.74				
Grand Total	60,652	100%	\$450.00				

The actual County grant application requested \$454,172.20. That includes costs not covered in Exhibit C: an additional \$90,720.00 for November Election Inspectors, an additional \$12,000.00 for two additional rental periods of LMC's North County site, an additional \$9,800.00 for Bainbridge and Benton Charter Townships' vendor support, and an additional \$1830.00 for crowd control posts, if necessary. EXHIBIT C also included in the "No Grant Awarded" cost breakdown, an estimate of \$18,000.00 for EPBs (which should be covered by the grant). The County estimates \$15,139.67 per election will not be covered by the grant, for the Training of Election Inspectors, Meals for Election Inspectors, the Election Coordinator costs, and Cleaning for the South County Site. The Total Costs in one election (the first election, with the highest costs because of equipment) shown in Exhibit C is estimated at \$372,961.87. Of that, \$15,139.67 in costs are not in the grant. That leaves grant costs considered in Exhibit C to be \$357,822.20. The State has said that they are likely to award 80% of what is requested in the grant. For the actual County grant, 80% would be \$363,337.76. However, just considering Exhibit C, 80% of the \$357,822.20 worth of grant costs considered in Exhibit C would be \$286,257.76. The total shared costs (\$286,257.76 plus \$15,139.67) would then be \$86,704.11 for the first election under Exhibit C. THE GRANT ALSO ASSUMED THAT THE STAFF SUPPORT COSTS FOR FEBRUARY WOULD BE COVERED BY THE POLITICAL PARTIES, AND NOT THE GRANT. HOWEVER, THE BREAKDOWN BELOW INCLUDES THE STAFF SUPPORT COSTS IN ITS CALCULATIONS.

Entire Initial Election Cost Breakdown Based on % of Registered Voters with Jurisdictions Who Have Expressed Intent to Join the County-Wide Agreement WITH 80% OF THE COSTS REQUESTED FOR ONE ELECTION IN THE

GRANT AWARDED (\$86,704.11 NOT COVERED BY GRANT FOR ONE ELECTION)

	Precincts	Registered Voters	% of Total	Shared Costs	Early Voting Vendor Support for the YEAR	North County Site Only Shared Costs	South County Site Only Shared Costs	Total For Each Municipality WITH 80 OF THE GRANT FOR ONE ELECTION
City of Benton Harbor		4 8,137	6.91%	\$4,642	\$1,120.00	\$185.18		\$5,947.2
City of Bridgman		1 1,877	1.59%	\$1,071	\$280.00		\$87.15	\$1,437.9
City of Buchanan		2 3,708	3.15%	\$2,115	\$560.00		\$172.16	\$2,847.4
City of Coloma		1 1,238	1.05%	\$706	\$280.00	\$28.17		\$1,014.4
City of New Buffalo		1 1,748	1.48%	\$997	\$280.00		\$81.16	\$1,358.3
City of Niles		4 10,513	8.93%	\$5,997	\$1,120.00		\$488.11	\$7,605.5
City of St. Joseph		3 7,266	6.17%	\$4,145	\$840.00	\$165.36		\$5,150.4
City of Watervliet		1 1,370	1.16%	\$782	\$280.00	\$31.18		\$1,092.7
Bainbridge Twp		1 -	0.00%	\$0	\$0.00			\$0.0
Baroda Twp		1 2,379	2.02%	\$1,357	\$280.00		\$110.45	\$1,747.6
Benton Charter Twp		6 -	0.00%	\$0	\$0.00			\$0.0
Berrien Twp		2 3,869	3.29%	\$2,207	\$560.00		\$179.63	\$2,946.
Bertrand Ch. Twp		1 2,419	2.05%	\$1,380	\$280.00		\$112.31	\$1,772.2
Buchanan Ch. Twp		1 2,969	2.52%	\$1,694	\$280.00		\$137.85	\$2,111.5
Chikaming Twp		1 2,776	2.36%	\$1,584	\$280.00		\$128.89	\$1,992.
Coloma Ch. Twp		2 4,434	3.76%	\$2,529	\$560.00	\$100.91		\$3,190.
Galien Twp		1 1,255	1.07%	\$716	\$280.00		\$58.27	\$1,054.
Hagar Twp		2 2,872	2.44%	\$1,638	\$560.00	\$65.36		\$2,263.
Lake Twp		1 2,761	2.34%	\$1,575	\$280.00		\$128.19	\$1,983.
Lincoln Ch. Twp		6 12,331	10.47%	\$7,035	\$1,680.00	\$280.62		\$8,995
New Buffalo Twp		1 2,080	1.77%	\$1,187	\$280.00		\$96.57	\$1,563.1
Niles Ch. Twp		5 12,380	10.51%	\$7,062	\$1,400.00		\$574.79	\$9,037.2
Oronoko Ch. Twp		3 5,981	5.08%	\$3,412	\$840.00		\$277.69	\$4,529.0
Pipestone Twp		1 1,908	1.62%	\$1,088	\$280.00	\$43.42		\$1,411.8
Royalton Twp		2 4,138	3.51%	\$2,361	\$560.00	\$94.17		\$3,014.
St. Joseph Ch. Twp		4 8,925	7.58%	\$5,091	\$1,120.00	\$203.11		\$6,414
Sodus Twp		1 1,747	1.48%	\$997	\$280.00	\$39.76		\$1,316.
Three Oaks Twp		1 2,220	1.88%	\$1,266	\$280.00	, , , , ,	\$103.07	\$1,649.
Watervliet Ch. Twp		1 2,758	2.34%	\$1,573	\$280.00	\$62.77	,	\$1,916.
Weesaw Twp		1 1,717	1.46%	\$980	\$280.00	+ 32	\$79.72	\$1,339.

Grand Total 62 117,776 100% \$67,188.11 \$15,400.00 \$1,300.00 \$2,816.00 \$86,704.11

North County Site Costs Only	WITH 80% OF THE CO	OSTS REQUESTED FOR	R ONE ELECTION
	IN THE GRANT AWA	RDED	
	Registered Voters	% of Total	Cost
City of Benton Harbor	8,137	14.24%	\$185.18
City of Bridgman		0.00%	
City of Buchanan		0.00%	
City of Coloma	1,238	2.17%	\$28.17
City of New Buffalo		0.00%	
City of Niles		0.00%	
City of St. Joseph	7,266	12.72%	\$165.36
City of Watervliet	1,370	2.40%	\$31.18
Bainbridge Twp		0.00%	
Baroda Twp		0.00%	
Benton Charter Twp		0.00%	
Berrien Twp		0.00%	
Bertrand Ch. Twp		0.00%	
Buchanan Ch. Twp		0.00%	
Chikaming Twp		0.00%	
Coloma Ch. Twp	4,434	7.76%	\$100.91
Galien Twp		0.00%	
Hagar Twp	2,872	5.03%	\$65.36
Lake Twp		0.00%	
Lincoln Ch. Twp	12,331	21.59%	\$280.62
New Buffalo Twp		0.00%	
Niles Ch. Twp		0.00%	
Oronoko Ch. Twp		0.00%	
Pipestone Twp	1,908	3.34%	\$43.42
Royalton Twp	4,138	7.24%	\$94.17
St. Joseph Ch. Twp	8,925	15.62%	\$203.11
Sodus Twp	1,747	3.06%	\$39.76
Three Oaks Twp		0.00%	
Watervliet Ch. Twp	2,758	4.83%	\$62.77
Weesaw Twp		0.00%	
Grand Total	57,124	100%	\$1,300.00

AWARDED							
	Registered Voters	% of Total	Cost				
City of Benton Harbor		0.00%					
City of Bridgman	1,877	3.09%	\$87.15				
City of Buchanan	3,708	6.11%	\$172.16				
City of Coloma		0.00%					
City of New Buffalo	1,748	2.88%	\$81.16				
City of Niles	10,513	17.33%	\$488.11				
City of St. Joseph		0.00%					
City of Watervliet		0.00%					
Bainbridge Twp		0.00%					
Baroda Twp	2,379	3.92%	\$110.45				
Benton Charter Twp		0.00%					
Berrien Twp	3,869	6.38%	\$179.63				
Bertrand Ch. Twp	2,419	3.99%	\$112.31				
Buchanan Ch. Twp	2,969	4.90%	\$137.85				
Chikaming Twp	2,776	4.58%	\$128.89				
Coloma Ch. Twp		0.00%					
Galien Twp	1,255	2.07%	\$58.27				
Hagar Twp		0.00%					
Lake Twp	2,761	4.55%	\$128.19				
Lincoln Ch. Twp		0.00%					
New Buffalo Twp	2,080	3.43%	\$96.57				
Niles Ch. Twp	12,380	20.41%	\$574.79				
Oronoko Ch. Twp	5,981	9.86%	\$277.69				
Pipestone Twp		0.00%					
Royalton Twp		0.00%					
St. Joseph Ch. Twp		0.00%					
Sodus Twp		0.00%					
Three Oaks Twp	2,220	3.66%	\$103.07				
Watervliet Ch. Twp	, -	0.00%	,				
Weesaw Twp	1,717	2.83%	\$79.72				
Grand Total	60,652	100%	\$2,816.00				

Election Inspectors		Notes	Cost Type (on
Election inspectors		Notes	going or one- time)
Election Inspectors, including Receiving Boards	\$8,100.00	The cost per poll worker is estimated at \$15/hr with each working 12 hours per day. Election Inspectors per site would be 4. Receiving Board Election workers would be 6. Total Election Inspectors would be 10.	on-going
Training of Inspectors (paying the inspectors)	\$900.00	Based on training 6 inspectors, paid \$60 for each training (4 hour training session at \$15/hour).	on-going
Meals for Inspectors	\$675.00	Estimate of \$15/person with 4 inspectors and 1 site supervisors (5 people). One meal a day, cost for 9 days.	on-going
Administration/Coordination Staff			
Election Coordinator / City Clerk		Salary - This is the cost of wages for 12 hour days during the 9 days of early voting.	on-going
Information Systems Support	\$810.00	Additional for evening hours if needed for Assistan Elections Clerk 30 Hours	on-going
Election Source Maintenance Support/Vendor Support YEARLY COST	\$1,400.00	\$1,400.00 per precinct (not EV precinct) <b>each year</b> , billed either to State, County or Local Municipality (unsure at this time).	on-going
Polling places			
City Hall or Community Center		EV Site would be held at either PCT 1 or 2 - PCT 1 is City Hall this would make scheduling with other staff and meetings difficult but do-able- PCT is the City Center which we could possible loose revenue due to having it blocked off for 2 weekends in a row.	
Equipment			
Ballot Tabulators ICP2	\$6,496.20	1 early voting tabulators and ballot bins. The average cost is \$6496.20 for a ballot tabulator and ballot bin and power cord, dust cover keys, and 2 security keys.	one-time
Early Voting Poll Book Laptops (EVEPB)	\$3,000.00	2 E-Poll Books	
Print on Demand Device ICX Prime (PoD)		N/A	one-time
Voter Assist Devices ICX Prime (VAT)		N/A	one-time
VAT/PoD Cases		N/A	one-time
ID Scanners (Scan)		N/A	
ID Scanners (Swipe)		N/A	1
Voting booths		N/A	
ADA Voting Booth		N/A	
Voting booth storage Cart		N/A	
Wheeled Ballot Bags	\$360.00	The cost per ballot container is \$180 with 2 needed.	one-time
Transfer Bags	\$153.00	We would need 9 bags at \$17.00 each.	one-time

White Ballot Storage Bags		N/A	one-time
Test Ballot Bags	\$17.00	We would need 1 Test Ballot Bag.	one-time
Media Transfer Bags	\$8.00	The cost per media tranfer bags is \$8.00 with 1 needed	one-time
Ballot instructions/secrecy sleeve 15 IN		N/A	
Ballot instructions/secrecy sleeve 22 IN		N/A	
Tabulator Memory Card Reader	\$78.00	1 tabulator memory card reader.	one-time
Smart Card Reader	\$31.50	1 smart card readers.	one-time
Vinyl Certificate Protectors		N/A	one-time
Crowd Control Posts		N/A	
Supplies			
Oval Ballot Marking Instructions		N/A	
Tabulator Memory Cards ICP2	\$60.00	4 memory cards, this allows for the required 2 and 2 for back up cards.	on-going
VAT and PoD Cards	\$120.00	We estimate a need for 10 VAT and PoD cards: 2 Technician, 52Pollworker, 8 Voter. These are \$12.00 each.	on-going
Thumb drives for VAT and PoD ICX Prime	\$40.00	1 thumb drive that must be formated to work with the ICX Prime devices.	one-time
Tabulator tape ICP2	\$36.00	10 Rolls	
l voted stickers		N/A	
Weightable sign base		N/A	
Weightable sign		N/A	
Weightable sign arrows		N/A	
H stake base		N/A	
H stake sign		N/A	
H stake arrows		N/A	
Flag vote here signs		N/A	
Large plastic A frame sign		N/A	
Letter kit for large plastic sign		N/A	
Large plastic A frame sign can be written on with dry erase		N/A	
Ballot Marking Pens		N/A	
Miscellaneous (NOT Included In Cost Breakdown)			
Delivery for equipment		N/A	

Item	IV	Λ	
петт	IX.	А.	

Security cage for voting equipment	\$1,500.00	A security cage is needed to store equipment overnight. The cost per cage is approximately \$1500	one-time
Ballots	TBD	This is not a new cost. Ballots do not only apply to Early Voting. See the County Fee Schedule for reimbursible costs related to ballots.	on-going
Precinct kits	\$35.00	Provided by the County	on-going
Delivery for equipment	TBD	This is a County cost.	on-going

Intial Start-Up Cost \$ 11,683.70

Ongoing Expenses per election \$ 12,136.00

## CITY OF BUCHANAN COUNTY OF BERRIEN, STATE OF MICHIGAN RESOLUTION NO. 2023/10.29

# RESOLUTION TO SELL THE CITY OWNED PROPERTY AT 123 DAYS AVE IN BUCHANAN TO LISE GUSTAVSEN

WHEREAS, the City of Buchanan City Commission directed the Community Development Department to release an RFP for the sale and redevelopment of 123 Days Avenue,

WHERAS, The City's objective is to sell the property to a business for development that would contribute to the activation of Days Avenue, complement and encourage interaction with The Common, and support the City's mission for downtown development as stated in A Vision for Buchanan.

WHEREAS, suggested uses include downtown retail, arts and culture, restaurant, and/or small business/job creation.

WHEREAS, the city received two proposals in response to the RFP,

WHEREAS, a review committee appointed by the Mayor reviewed the proposals and recommended the Lise Gustavsen proposal as the recommended proposal to The Buchanan City Commission,

WHEREAS, the City Commission voted unanimously at the September 25, 2023, to sell the property to Lise Gustavsen,

NOW THEREFORE, BE IT RESOLVED that the Buchanan City Commission hereby authorizes the conveyance of 123 Days Ave to Lise Gustavsen and identifies City Manager Ben Eldridge as the individual authorized to execute the proposed conveyance on behalf of the municipality.

Dated:						
	20, at	p.m. in	, v	vith a quoru	ım pres	ent
I HEREBY		t the foregoing	•		•	•
MOTION AF	PPROVED.					
ABSENT:						
NAYES:						
AYES:						

#### **ORDINANCE NO. 2023.10/437**

## AMENDMENT TO THE ZONING ORDINANCE OFFICIAL MAP CITY OF BUCHANAN, COUNTY OF BERRIEN, STATE OF MICHIGAN

An Ordinance to amend the Zoning Ordinance of the City of Buchanan and the Official Zoning Map.

#### THE CITY OF BUCHANAN ORDIANS:

Sean Denison, Mayor

**Section 1.** The Zoning Ordinance of the City of Buchanan, being Ordinance No. 154, Section 302 as amended, and its Official Map, is hereby amended as follows:

The property commonly known as 208 Days Ave. and legally described as: 58-1500-0043-00-9

"LOT 6 BLK B A C DAYS ADD TO CITY OF BUCHANAN EXC COM AT NW COR OF LOT 6 TH E 51.2' TH SW TO A PT 28.5' E OF SW COR TH W 28.5' TH N 66' TO BEG"

Now zoned R-1A is to be rezoned to C-3 Central Business District.

**Section 2.** The Zoning Administrator is hereby directed to amend the Official Zoning Map of the City of Buchanan to reflect the above change and to duly note on said Official Zoning Map said change pursuant to this Ordinance.

Section 3. This Ordinance shall become effective 15 days after adoption and published in accordance with the Charter of the City of Buchanan.

ADOPTED the \_\_\_\_\_day of \_\_\_\_\_, 2023

Proposed by Commissioner:
Supported by Commissioner:
Roll Call Vote:

Ayes:
Nays:

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\_, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with P.A. 267 of 1976 as required by said act. This Ordinance will take effect on \_\_\_\_\_.

Kalla Langston, City Clerk

