

REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, MARCH 24, 2025 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

AGENDA

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

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

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

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

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

I. Call to Order

II. Recognition

A. McCoy's Creek Tribute- Representative Brad Paquette will present a tribute to the McCoy's Creek Trail Extension Groundbreaking.

B. Proclamation in Recognition of Women's Month- Presented by Mayor & Mrs. Weedon.

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- Consider minutes from the Regular Meeting on March 10th, 2025.

B. Common Rental- Consider the use of the Common on June 4th, 2025 from 5:30 PM-7:30 PM for the 4th-grade graduation ceremony.

C. Road Closure-Consider the request for road closure from American Legion Post 51 on May 26th, from 10:00 AM to 11:30 AM, for the Memorial Day Parade on Oak St to Oak Ridge Cemetery for the Memorial Day Parade.

VIII. Scheduled Matters from the Floor (if any)

A. Buchanan Market Analysis & Real Estate Redevelopment Strategy- Presented by Andrew Haan, Cornerstone Alliance.

IX. Reports by: Departments, Committees, Boards

A. Community Development Report- Director Rich Murphy

1) MNRTF Grant Application for the St. Joseph River Improvements Project

a) Public Comment on the MNRTF Grant Application for the St. Joseph River Improvements Project.

b) Consider Resolution 2025.03/09- a Resolution to approve the MNRTF Grant Application for the St. Joseph River Improvements Project.

2) Recreation Passport Grant Application for Kathryn Park Improvements

a) Public Comment on the Recreation Passport Grant Application for Kathryn Park improvements.

b) Consider Resolution 2025.03/10- a Resolution to approve the Recreation Passport Grant Application for Kathryn Park Improvements.

3) Interim Building Official- Consider the approval of the Independent Contractor for Todd Herter Inspections,LLC to serve as interim building official for the City of Buchanan.

X. Unfinished Business

A. Ordinance 2025.03/441- Consider the second reading and approval of Ordinance 2025.03/441, an ordinance for dwelling unit registration.

XI. New Business

A. St. Joseph River Boat Launch Improvements- Consider the proposal for Engineering, Regulatory & Construction Administration Services from Abonmarche for the St. Joseph River Boat Launch Improvements.

B. Downtown Parking & Event Space Project - Consider the proposal for professional services from Abonmarche for the Downtown Parking & Event Space Project.

C. Bendzinski & Co. Engagement Letter- Consider the Bendzinski & Co. engagement letter for private placement bond.

D. Prien & Newhof Proposal- Consider approving the Prien & Newhof 2005 Road Rehabilitation proposal.

E. Resolution 2025.03/11- Consider Resolution 2025.03/11 a Resolution Establishing Rental Dwelling Unit Registration/Inspection Fees.

F. Resolution 2025.03/12- Consider Resolution 2025.03/12, a Resolution to impose a moratorium on the registration of short-term rental units in the City of Buchanan.

G. DDA (Downtown Development Authority)

a) Discussion

b) Call for Applicants

H. Expenditures- Consider approving the expenditures for March 24th, 2025 in the amount of \$78,569.29.

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)

XIV. Executive Comments

A. City Manager Comments

B. Commissioner Comments

C. Mayor Comments

XV. Adjourn



CITY OF BUCHANAN, MICHIGAN PROCLAMATION IN RECOGNITION OF WOMEN'S MONTH

WHEREAS, Women's History Month is a time to honor and celebrate the invaluable contributions of women throughout history, recognizing their achievements in leadership, innovation, and service across all sectors of society; and

WHEREAS, the City of Buchanan acknowledges the strength, resilience, and determination of women who have shaped our community, our state, and our nation, making lasting impacts in business, education, healthcare, public service, and the arts; and

WHEREAS, women-owned businesses play a vital role in Buchanan's economic development, creating jobs, driving innovation, and improving the overall quality of life for residents; and

WHEREAS, these businesses not only provide essential goods and services but also foster economic independence, inspire future generations, and contribute to the cultural and social fabric of our city; and

WHEREAS, the City of Buchanan is committed to supporting and uplifting women entrepreneurs, recognizing their dedication and perseverance in overcoming challenges to achieve success; and

NOW, THEREFORE, I, Mark Weedon, Mayor of the City of Buchanan, do hereby proclaim the month of March as **Women's History Month** in Buchanan, Michigan, and urge all residents to celebrate and support the remarkable women who continue to shape our community and economy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Buchanan to be affixed this 24th of March 2024.

Mayor Mark Weedon



PUBLIC HEARING & REGULAR MEETING OF THE BUCHANAN CITY COMMISSION

MONDAY, MARCH 10, 2025 – 7:00 PM

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

MINUTES

I. Call to Order

Mayor Weedon called to order the public hearing.

A. Open the Public Hearing

Motion made by Vigansky, supported by Money to open the public hearing at 7:00 PM. Roll call vote carries unanimously.

B. Roll Call

Mayor Mark Weedon, Mayor Pro Tem Patrick Swem, Commissioner Dan Vigansky, Commissioner Raquell George, Commissioner Larry Money

C. Statement of Purpose and Announcement of the Rules of the Hearing-*The purpose of the public hearing is to hear public comments on a proposed Dwelling Unit Registration Ordinance (Ordinance 2025.03/441).*

Mayor Weedon read the statement of purpose and the rules of hearing.

Vigansky wants to ensure that the price is reasonable.

No further public comment.

D. Close of Public Hearing

Motion made by Swem, supported by George to close the public hearing at 7:03 PM. Roll call vote carries unanimously.

II. Call to Order

The regular meeting was called to order by Mayor Weedon at 7:03 PM.

III. Recognition

IV. Pledge of Allegiance

Mayor Weedon led in the pledge of allegiance.

V. Roll Call

PRESENT: Mayor Mark Weedon, Mayor Pro Tem Patrick Swem, Commissioner Dan Vigansky, Commissioner Raquell George, Commissioner Larry Money

CITY STAFF: City Manager, Tony McGhee; City Clerk, Kalla Langston; Community Development Director, Rich Murphy; Director of Public Services, Mike Baker; Chief of Police, Harvey Burnett

VI. Approve Agenda

Motion made by Vigansky, supported by George, to approve the agenda as presented. Voice vote carries unanimously.

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

Joe Paolucci- comments about the rental inspection cost.

Norma Ferris- comments about the pedestrian right away with the construction going on.

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

A. Minutes- Consider approving the Regular Meeting Minutes from February 24th, 2025.

B. Department Reports- receive monthly reports.

C. Excuse- Consider excusing Commissioner Raquell George from the February 24th Regular Meeting.

Motion made by Money, supported by George to approve the consent agenda, as presented. Voice vote carries unanimously.

IX. Scheduled Matters from the Floor *(if any)*

X. Reports by: Departments, Committees, Boards

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

1) Consider approval of High Profiles QPS Holdings Adult Use Retail Renewal at 804 E. Front St.

Motion made by Vigansky, supported by Money to approve the adult use retail renewal permit for High Profile QPS Holdings at 804 E. Front, as presented. Roll call vote carries unanimously.

2) Consider approval of 7 Engines, G2 Development Adult Use Renewals, as follows:

-Adult Use Retailer Permit at 1101 E Front St.

-Adult Use Grower Class C at 408 River St.

-Adult Use Processor at 408 River St.

Motion made by Vigansky, supported by Money to approve the adult use renewals for 7Engines, G2 Development for the following

Adult use retail permit at 1101 E Front St

Adult use grower class C at 408 River St

Adult use processor at 408 River St

Aye: Vigansky, Weedon, Money, George

Nay: Swem

Motion carries 4-1.

XI. Unfinished Business

XII. New Business

A. Ordinance 2025.03/441- Consider the first reading of Ordinance 2025.03/441, an ordinance for dwelling unit registration- City Clerk, Kalla Langston

See Attachment A.

Motion made by Money, supported by Swem to approve the first reading of Ordinance 2025.03/441, as presented. Roll call vote carries unanimously.

B. Resolution 2025.03/08- A Resolution opposing the proposed increases in Michigan Waste Disposal Tipping Fees.

Motion made by Swem, supported by Money to approve Resolution 2025.03/08, as presented. Roll call vote carries unanimously.

C. Road Discussion- City Manager, Tony McGhee

McGhee presented the current conditions and plans for the Community Road Systems. The short-term plan includes an investment of \$500,000 this spring to address the worst areas. Staff are collaborating with the engineering team to scope and estimate the work, and they will be coordinating with existing contractors to be ready when the plants open in April.

The long-term goals include conducting Pavement Surface Evaluation and Rating (PASER Ratings), which assesses road surface distress rather than ride quality, using a standardized scale. This approach will help establish guidelines for appropriate maintenance treatments, ranging from reconstruction to minimal maintenance.

The next steps include finalizing the scoping and contracting for the spring paving work, performing PASER Ratings, conducting a RoadSoft analysis, organizing community meetings, and developing policies.

McGhee mentioned that Liberty St. will be milled down as soon as possible to assist with the detour route.

D. Discussion & Consider Bond options for USDA project- City Manager, Tony McGhee

We have agreed to proceed with a \$2 million bond to complete the remaining aspects of the USDA project, as well as to address some urgently needed road repairs. Last week, Sturgis Bank met with our staff and presented a proposal for a private placement bond, offering an interest rate of 4.75%, and potentially as low as 4.5%, with no prepayment penalty.

McGhee would like permission to negotiate that and bring it back for final approval.

Motion made by Money, supported by George to approve having Manager McGhee enter into negotiations with Sturgis Bank for a private placement bond to complete the financing for the downtown reconstruction project and upcoming street repair needs. And allowing Manager McGhee to engage Bendzinski & Co. and Dickenson-Wright.

Swem recuse himself from the discussion due to his employment with Sturgis Bank. He has no part in this.

Aye: Weedon, Vigansky, Money, George

Nay: None

Abstain: Swem due to employment

Motion carries 4-0.

E. Consider approving the Jones & Henry Proposal for Water and Sewer Feasibility Study- City Manager Tony McGhee

Currently, Bertrand Crossing requires water and sewer services. We have been contacted to assess the feasibility of extending these services to that area. This evaluation will provide insights into the capacity and cost projections for the municipalities involved. We are looking to enter into negotiations with Bertrand and Buchanan to conduct the feasibility study, proposing to split the costs equally among the three parties.

Motion made by Swem, supported by Money move to approve Manager McGhee to enter into negotiations with Buchanan Charter Township and Bertrand Charter Township, with terms of paying up to one-third of the proposal. Roll call vote carries unanimously.

F. Expenditures- Consider approving the expenditures for March 10th, 2025.

Motion made by George, supported by Vigansky to approve the expenditures in the amount of \$200, 717.93. Roll call vote carries unanimously.

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

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

None.

XV. Executive Comments**A. City Manager Comments**

Code enforcement will be increasing now that spring has arrived. McGhee will be attending the MML conference next Tuesday and Wednesday but will be available by phone if anyone needs assistance. On October 10th, we will hold the CEO Council meeting at the library in their new community room. Commissioner George won a national competition and will be singing the national anthem for the Cubs game on May 22nd.

B. Commissioner Comments

Vigansky thanked everyone and McGhee. There has been a lot of neglect in the city, and it's nice to see someone doing something about it. He also thanked the Buchanan Legion for helping a veteran in Galien.

Money also expressed gratitude to McGhee. Lynch did a great job as the interim manager, and McGhee fully engaged in the process, leading to positive outcomes. The staff is also contributing effectively. Last Monday's construction meeting was very productive and informative. This year's Memorial Day parade will feature several different venues, and it will be held on Oak Street. I attended the trail extension groundbreaking ceremony and was pleased to see Buchanan represented so well. I thanked the commission for all their efforts and gave a shout-out to Baker for his hard work and the dedication of the crew.

George attended the groundbreaking ceremony and praised Murphy and the Friends of the Trail for organizing the event. He also thanked the DPW street crew for their hard work and expressed gratitude to McGhee and the Commission. She wished that Chunks was open today.

Swem, unfortunately, could not attend the information meeting about the downtown reconstruction project, but I watched the meeting and was pleased with the team and the community for being engaged and constructive. It's going to be a tough year, and we will communicate updates regularly.

The creek was fixed immediately last July, and I want to clarify for the record that it has been addressed.

The year 2025 will be significant for the City of Buchanan; Department of Public Works (DPW) project completed, including the demolition of burned houses, the completion of the library's major expansion, the trail extension, the downtown infrastructure project, the riverboat launch site, the teardown of the mill site, and the culvert next to the library. Additionally, there are over six major private investment renovations happening downtown. Tonight, we are also allocating half a million dollars to improve the roads, on top of everything else happening in the city.

We are taking action, and while it takes time to reach these milestones, let's be excited about our progress and our neighbors.

C. Mayor Comments

Weedon supports everyone's comments tonight. It has been many years, and he is happy about the progress being made. He praised the commission for collaborating and the community for working alongside us. This is a team and the community is coming together. Thank you everyone for coming tonight.

Thanks to the department heads for their monthly reports.

XVI. Adjourn

Motion made by Vigansky, supported by Money to adjourn the meeting at 8:00 PM. Roll call vote carries unanimously.

Kalla Langston, City Clerk

Mayor Mark Weedon



RENTAL FORM

The Common

Bordered by S. Oak St., Roe St., and Days Ave – the Common is directly south of Front St. in the heart of Buchanan's Historic & Arts District

APPLICANT INFORMATION

Applicant Name: Johnny Hinojosa Organization: _____
 Phone Number: 224.795.1404 Email Address: Hinojosa48@gmail.com

EVENT INFORMATION

Purpose of Use: 4th Grade Graduation Party
Mocassin School Guest Count: 200 MAX
 Date(s) of Use: June - 4th - Start Time: 530 End Time: 730
 (Be sure to include necessary set-up/teardown time)

FEES AND CHARGES

- City-Affiliated, Open-to-the-Public Event(s) _____ \$0
 Non-City-Affiliated, Open-to-the-Public Event(s) _____ \$200
 Private or Ticketed Events
- o Private
 - Expected Number of Attendees
 - 0-150 = \$200
 - 151-300 = \$350
 - 301-500 = \$500
 - 500+ = \$750
 - o Ticketed
 - Expected Number of Attendees
 - 0-150 = \$200 PLUS 5% of ticket sales
 - 151-300 = \$350 PLUS 7% of ticket sales
 - 301-500 = \$500 PLUS 10% of ticket sales
 - 500+ = \$750 PLUS 15% of ticket sales

Use of Redbud City Center: +\$100.00

+ \$50.00 refundable key deposit

Total Rental Fee: _____

Date Paid: _____



RENTAL FORM

RULES AND REGULATIONS

1. **NO** smoking inside building.
2. **NO** alcohol allowed on premises.
3. **NO** weapons or firearms allowed on premises.
4. **NO** animals allowed inside facilities.
5. **NO** littering.
6. **FOOD & ALCOHOL** please refer to Food Vendor Ordinance and Chapter 6 of Charter – Alcoholic Liquors for more information on food & beverage policy
7. The limit of people at The Redbud City Center is 100 based on the fire code. Do not exceed 100 people at your event.
8. All renters are responsible for the storage of supplies and the removal of their own garbage. No garbage or event supplies to be left on the premises after the duration of the event.
9. User shall not damage or remove property of any sort, from the premises.
10. If premises are not left in a satisfactory state, an additional bill of \$150 plus cost of repairs will be billed.
11. Pick up and return the key at the Buchanan City Hall. If the key is not returned within three (3) business days following your rental, Renter will be billed re-keying expenses.
12. The building is City owned and is subject to walk through and inspection by the Police Department personnel at any time during your rental.
13. The premises are monitored with video surveillance equipment.
14. Applicant agrees to ensure that its guests, members, invitees, staff, representatives during set-up, use, and tear down and all times in between follow and comply with all laws and regulations, including local, County, State and Federal relating to any and all health-related mandates. This shall include, but is no way limited to: following occupancy restrictions, health and safety measures, City codes and ordinances.

AGREEMENT

I have read the above rules and regulations and will fully comply with them, and the items listed. I understand that I and other members of the organization reserving the City Center must comply with the provisions of these rules. I further understand that I am responsible for reimbursing the city of Buchanan for its reasonable clean-up and repair costs resulting from any littering or damage to the facilities resulting from the event for which the building has been reserved.

Signature of Renter: _____

Date _____

2/11/2

THIS FORM IS VALID ONLY AFTER THE RESERVATION FEE HAVE BEEN PAID

Building Reserved for:

Approved By: _____

Date _____



RENTAL FORM

Internal Use Only:

Deposit Refund Requested: _____

Initial: _____

Date of Refund Mailed: _____

Authorized By

***NOTE: Financial compensation may be sought under extreme circumstances due to loss and/or damages.**

The American Legion
Ralph Rumbaugh Post 51
403 East Front Street
Buchanan, MI 49107

March 14, 2025

City of Buchanan
City Hall
302 N Redbud Trail
Buchanan, MI 49107

MEMORIAL DAY PARADE

Dear Members of the Buchanan City Commission:

As parade chairman for the American Legion Ralph Rumbaugh Post 51 in Buchanan, I would like to request your permission to hold the Memorial Day Parade on Monday, May 26, 2025.

This year due to the road closures the lineup will be by the old Senior Center on Oak Street at 9:30 A.M. The parade will begin at 10:00 A.M. and will travel from Oak Street to Front Street then on to the Cemetery on Terre Coup to the cemetery.

If you have any questions, please feel free to give me a call at 269-499-4737.

Sincerely,



Marvin J. Pruett
Parade Chairman and the
American Legion Commander



CITY OF BUCHANAN
Street Closure Form

Street(s) requested to be closed: Oak street from Old Senior Center

Terre Coupe St to Oak Ridge Cemetary

Street Closing: from May 26, 2025 10:00 AM to: May 26, 2025 11:30 AM
Date Time Date Time

Reason: Memorial Day Parade

Request being made by:

Organization: American Legion Post 51

Address: 403 E Front St

Buchanan MI 49107

Phone: 269-449-4737 Marvin Pruett 269-695-6633 Legion

Company Representative Name (printed) Marvin Pruett

Company Representative Signature Marvin Pruett

Title Legion Commander - Parade Chairman

Approved _____
Police Chief

Approved _____
Fire Chief

Approved _____
Public Services Director

Approved _____
City Manager

Comments (Office Use Only) _____

BUCHANAN MARKET ANALYSIS + REAL ESTATE REDEVELOPMENT STRATEGY



TABLE OF CONTENTS

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ABOUT THIS REPORT

This Real Estate Redevelopment and Economic Strategy is supported by Cornerstone Alliance and the Michigan Department of Agriculture and Rural Development's Rural Readiness Grant Program. The Rural Readiness Program is a multi-pronged approach to building capacity and readiness in Michigan's rural communities through networked support, funding opportunities and leadership development. Cornerstone Alliance is committed to assisting the communities of Berrien County as they develop aspirational, data-driven strategies to realize their visions for community growth.



Cornerstone
ALLIANCE

ECONOMIC DEVELOPMENT  BERRIEN COUNTY



Michigan Department of
AGRICULTURE
& Rural Development

ABOUT THE PROCESS

This plan was created utilizing the expertise of outside consultants, state and local-level partners, and community input. More specifically, the process included:

Third-Party Data Analysis

Market data provided by Claritas and extrapolated and interpreted by Place + Main Advisors, this data gives a snapshot of the potential opportunities for the district.

Community Tour

Understanding the context of the district and community is critical to developing a plan that takes the community's needs into account.

Property Tours

Representatives from the City of Buchanan provided our team access to the properties highlighted in this plan.

Our thanks to the City of Buchanan and the numerous residents, businesses, and property owners who participated in the creation of this plan.

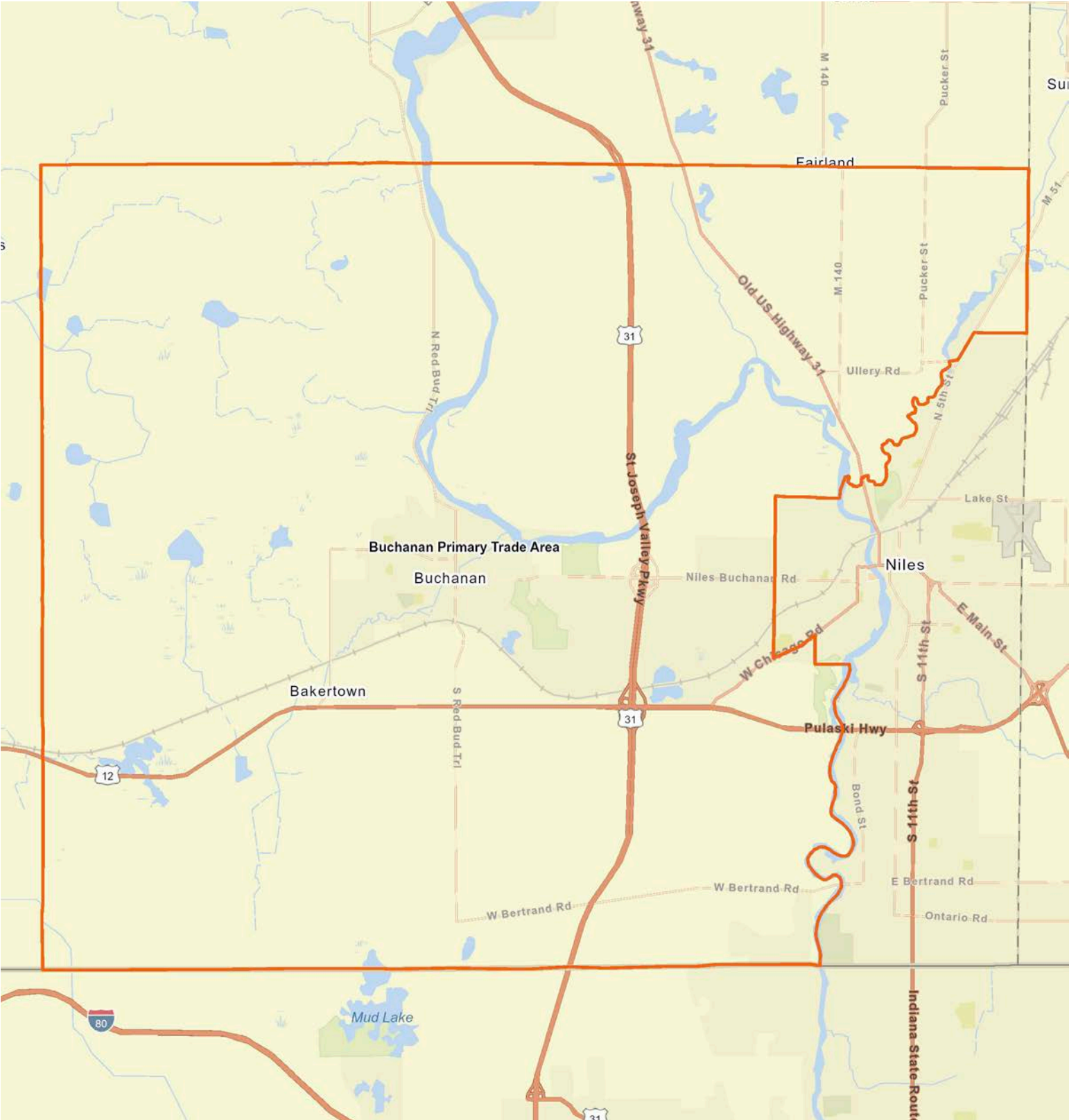
BUCHANAN, MICHIGAN MARKET DATA

The primary trade areas for this report were established by using mobility data, or cell phone data, to determine where people are coming from into the downtown district. Using this GPS-enabled technology called geofencing, the City of Buchanan can understand at the census block level where current customers in the district are originating. This allows for a better understanding of customer spending, needs, and the types of businesses that would be a best fit for the district.

This mobility data allows for the identification of geographic areas that make up the district's primary trade area. Once these areas are identified, Place + Main Advisors, LLC used this map to provide additional market data, including the following demographic and market retail data from data sources including Claritas, the U.S. Census, ESRI, and augmented with their own analysis and extrapolation of data.

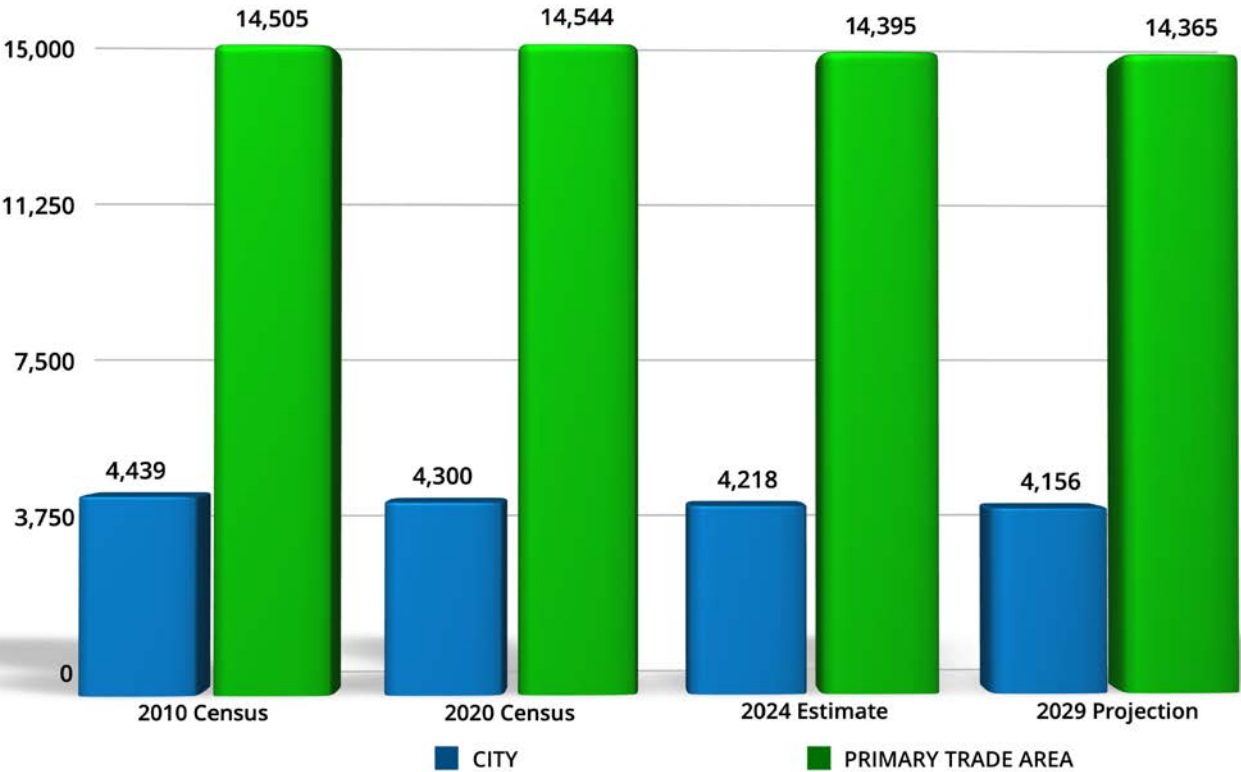


BUCHANAN TRADE AREA



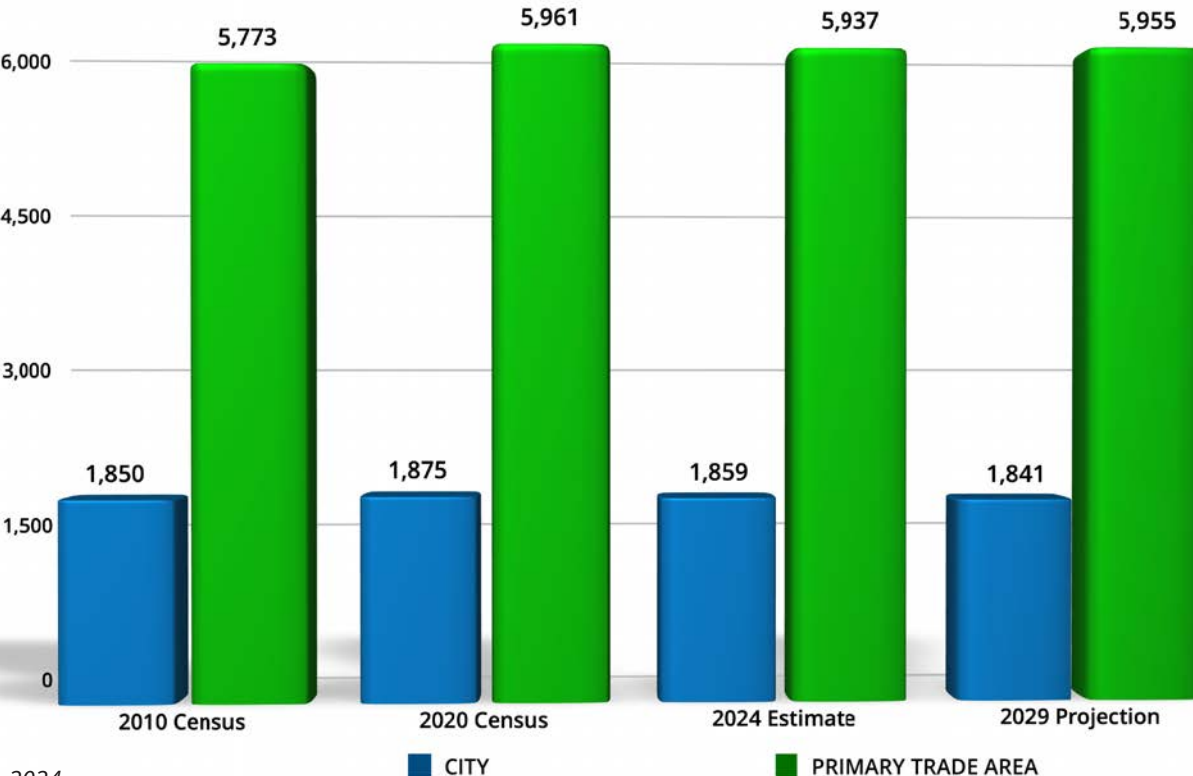
POPULATION & HOUSEHOLD TRENDS

POPULATION



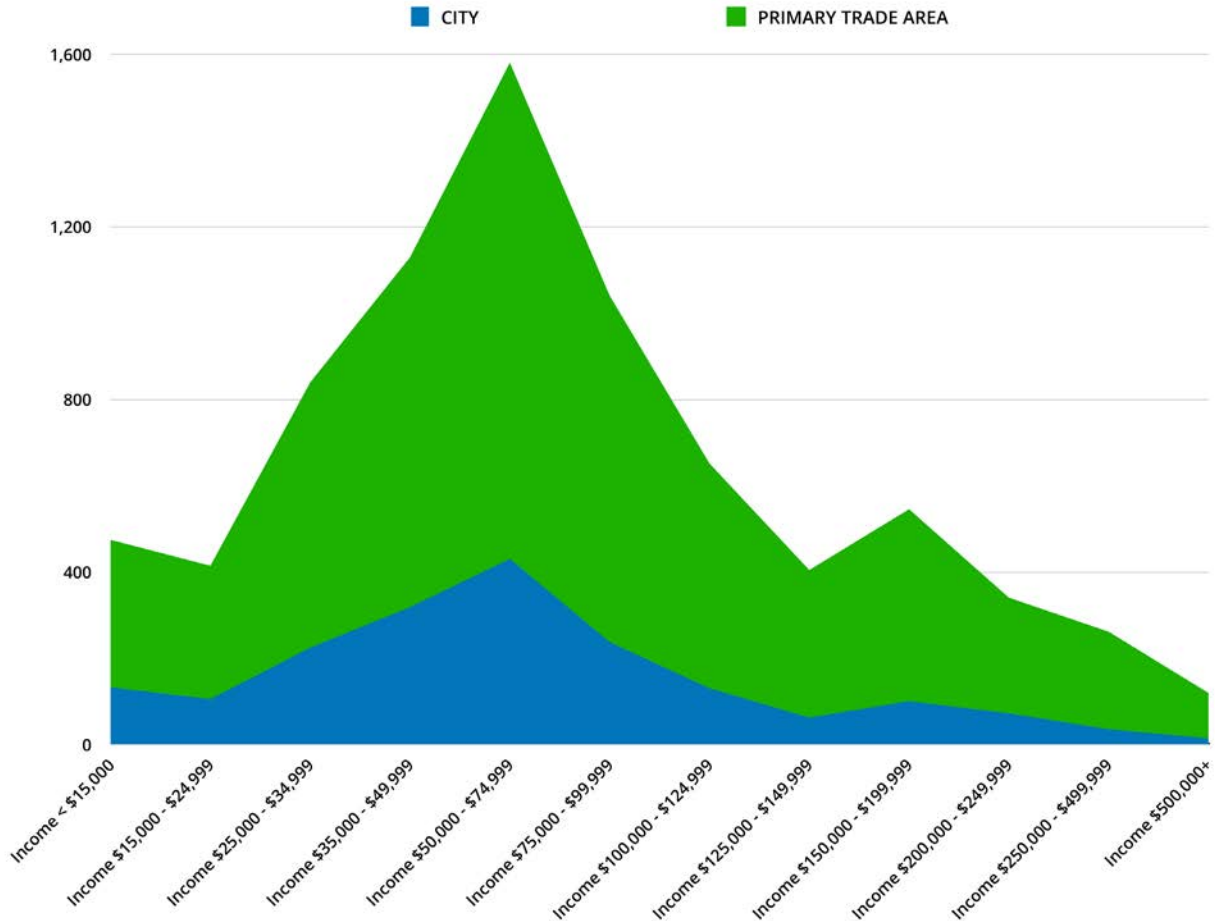
Source: Claritas, 2024

HOUSEHOLDS



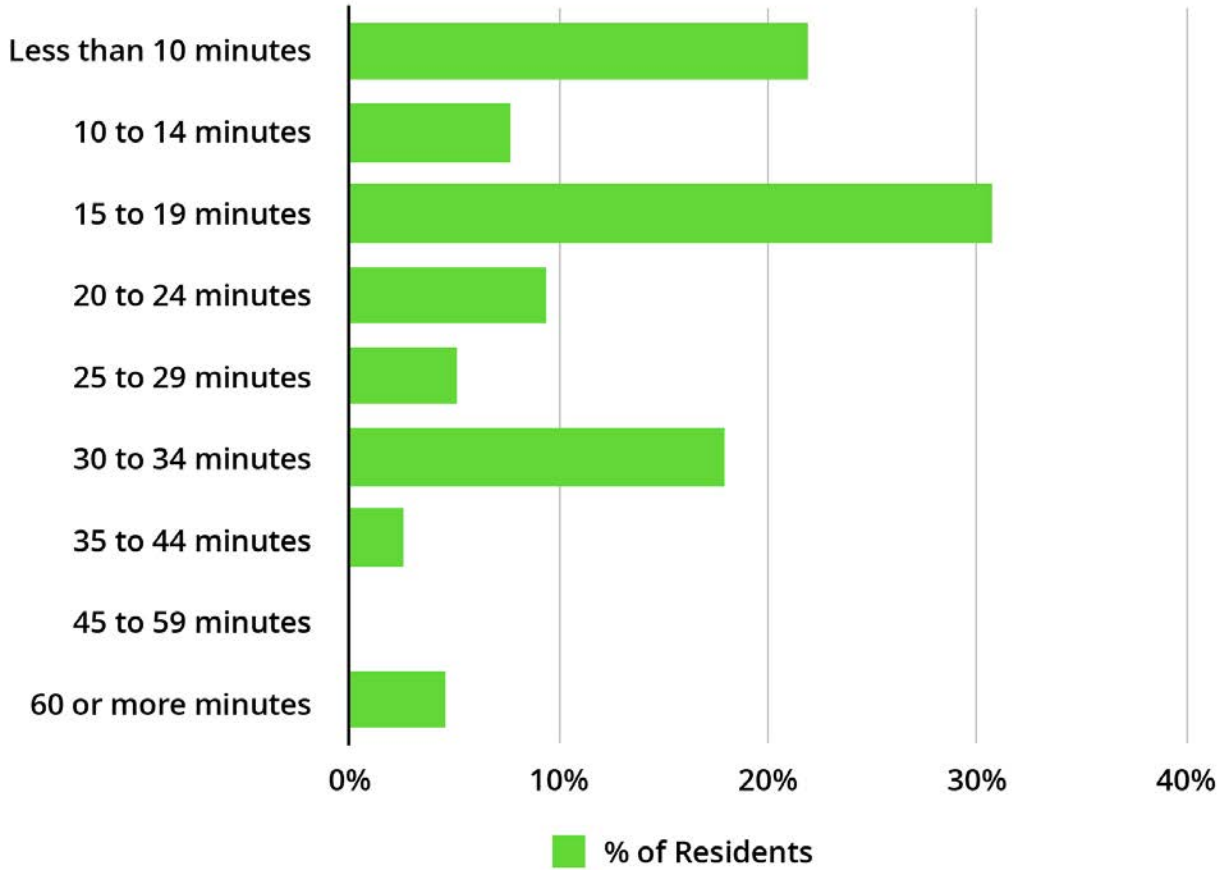
Source: Claritas, 2024

HOUSEHOLD INCOME



HOUSEHOLD INCOME	CITY OF BUCHANAN	BUCHANAN TRADE AREA
< \$15,000	132	342
\$15,000 - \$24,999	105	309
\$25,000 - \$34,999	224	615
\$35,000 - \$49,999	318	811
\$50,000 - \$74,999	430	1,150
\$75,000 - \$99,999	237	803
\$100,000 - \$124,999	130	521
\$125,000 - \$149,999	62	342
\$150,000 - \$199,999	100	445
\$200,000 - \$249,999	72	268
\$250,000 - \$499,999	35	226
\$500,000+	14	105
AVERAGE HOUSEHOLD INCOME	\$79,701	\$98,549
MEDIAN HOUSEHOLD INCOME	\$57,797	\$68,730

AVERAGE CITY RESIDENT COMMUTE



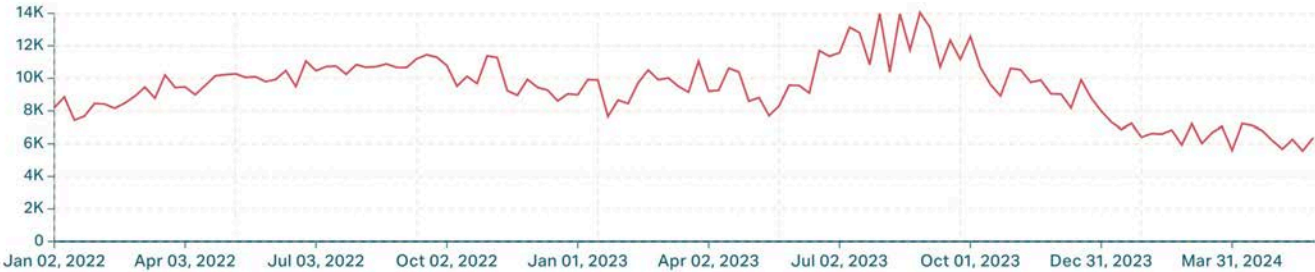
LEAVING HOME	% OF POPULATION	ARRIVING HOME
12:00 A.M. TO 4:59 A.M.	10.1%	9:00 A.M. TO 1:59 P.M.
5:00 A.M. TO 5:29 A.M.	0.9%	2:00 P.M. TO 2:29 P.M.
5:30 A.M. TO 5:59 A.M.	9.5%	2:30 P.M. TO 2:59 P.M.
6:00 A.M. TO 6:29 A.M.	13.2%	3:00 P.M. TO 3:29 P.M.
6:30 A.M. TO 6:59 A.M.	8.8%	3:30 P.M. TO 3:59 P.M.
7:00 A.M. TO 7:29 A.M.	10.0%	4:00 P.M. TO 4:29 P.M.
7:30 A.M. TO 7:59 A.M.	8.3%	4:30 P.M. TO 4:59 P.M.
8:00 A.M. TO 8:29 A.M.	9.4%	5:00 P.M. TO 5:29 P.M.
8:30 A.M. TO 8:59 A.M.	0.8%	5:30 P.M. TO 5:59 P.M.
9:00 A.M. TO 11:59 P.M.	28.9%	6:00 P.M. TO 8:59 P.M.

Source: US Census, 2022 ACS 5-Year Estimates

VISITOR DATA

Visitors are defined as all visits by all individuals to the geofenced area (downtown) for the calendar years of 2022-2023 and first quarter of 2024. Visitors must have been within the geofenced boundaries for at least seven minutes to be counted.

WEEKLY VISITS

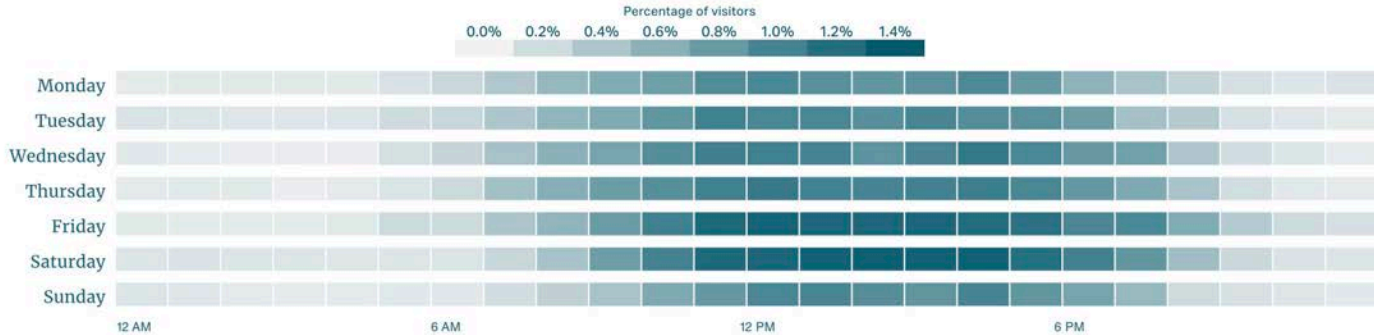


VISITS BY TIME OF DAY

Popular visitation times

Visitors to the venue per day

Saturday, 2 PM
Most popular time



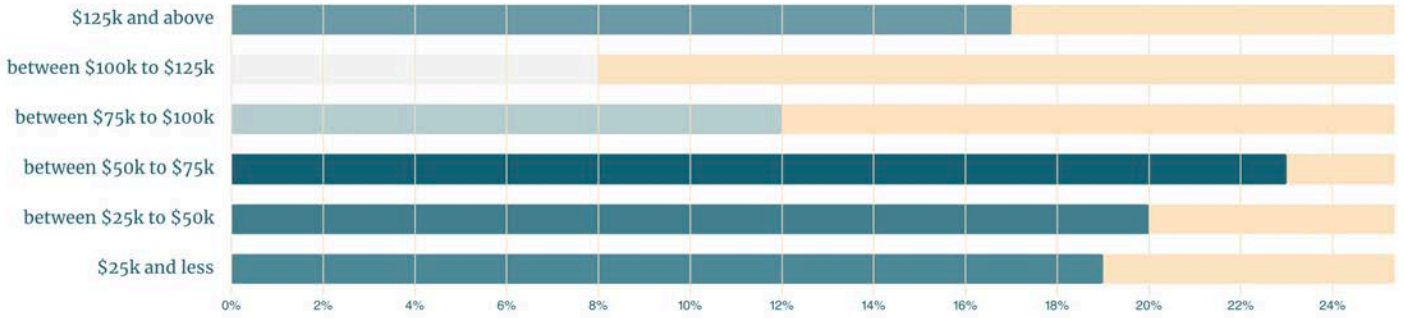
VISITOR AGES



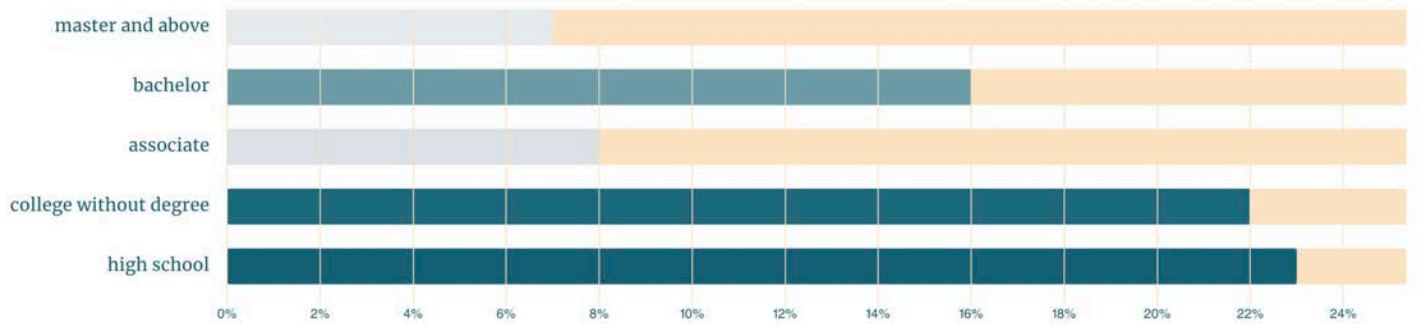
Source: Uncacast, 2024

VISITOR DATA

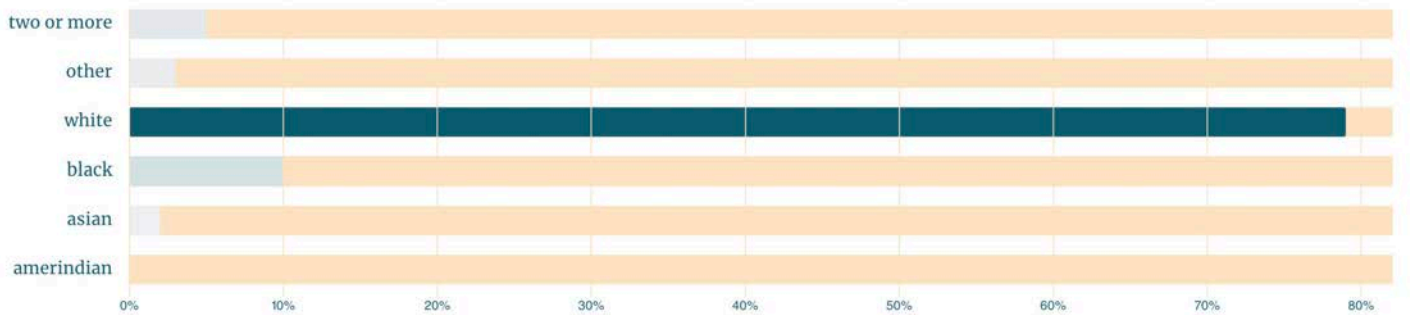
VISITOR INCOMES



VISITOR EDUCATION



VISITOR RACE



Source: Uncacast, 2024

BUCHANAN RETAIL GAP DATA

About Retail Gap Data

When an area's demand for retail goods and services does not match the supply, it creates what is called a Retail Gap. If there is more supply than demand in a geographic area, then one of two things (or a combination of the two) are occurring:

- 1) There may be a strong enough draw from a specific retailer/service provider or group of them that brings in additional customers from outside the defined area and/or;
- 2) There is an over-supply of a particular business type. Conversely, if there is more demand for a good or service than what exists in the area's supply, a gap (or leakage) is created.

This leakage is money that leaves the area to be spent in another area because the particular good or service is not available within the defined area. This leakage is the best potential source for the types of additional businesses the area may need.

The presence of a gap is not a guarantee of success for prospective businesses.

Local Advantages + Challenges

The retail gap data for the Buchanan Trade Area suggests the retail offerings in the region are significantly under-supplied on the whole.

The following charts show the market demand and highest leakage areas for the primary and secondary trade areas.

	2024 Demand	2024 Supply	2029 Retail Gap	2029 Projected Demand	2029 Projected Opportunity
Total Retail Trade and Food + Drink	\$316,665,027	\$99,553,488	\$217,111,539	\$347,941,459	\$248,387,971
Total Retail Trade	\$281,829,459	\$88,451,849	\$193,377,610	\$309,491,676	\$221,039,827
Total Food + Drink	\$34,835,568	\$11,101,640	\$23,733,929	\$38,449,783	\$27,348,143

SOURCE: Claritas, 2024; Place + Main Advisors, LLC, 2024

BUCHANAN TRADE AREA RETAIL OPPORTUNITIES

The opportunities listed in this section are those industries that are most compatible with the downtown environment with the highest amount of current and projected retail gap. Existing retail gap is calculated by subtracting 2024 Supply from 2024 Demand, while Projected Opportunity is calculated by subtracting 2024 Supply from the projected amount of Demand for 2029. Projected Opportunity assumes no increase of supply from 2024. Maximum Supportable Square Footage is calculated by dividing the total Projected Demand by the current national average sales per square of the respective industry. Opportunities are listed in order of their North American Industry Classification System (NAICS) number.



Furniture stores (NAICS 4421)

\$3,194,158	\$376,872	\$2,817,286
2024 Demand	2024 Supply	2024 Retail Gap
\$3,538,878		\$3,162,006
Projected 2029 Demand		Projected 2029 Retail Gap

Maximum Supportable Sq Ft **9,729**



Home furnishings stores (NAICS 4422)

\$2,467,341	\$345,135	\$2,122,206
2024 Demand	2024 Supply	2024 Retail Gap
\$2,739,044		\$2,393,909
Projected 2029 Demand		Projected 2029 Retail Gap

Maximum Supportable Sq Ft **11,346**

RETAIL OPPORTUNITIES



Supermarkets and other grocery (except convenience) stores (NAICS 44511)

\$33,035,553	\$19,764,408	\$13,271,146
2024 Demand	2024 Supply	2024 Retail Gap

\$36,518,620	\$16,754,212
Projected 2029 Demand	Projected 2029 Retail Gap

Maximum Supportable Sq Ft **33,508**



Beer, wine, and liquor stores (NAICS 4453)

\$2,749,878	\$125,558	\$2,624,320
2024 Demand	2024 Supply	2024 Retail Gap

\$3,030,460	\$2,904,902
Projected 2029 Demand	Projected 2029 Retail Gap

Maximum Supportable Sq Ft **2,641**



Pharmacies and drug stores (NAICS 44611)

\$16,644,668	\$2,456,476	\$14,188,192
2024 Demand	2024 Supply	2024 Retail Gap

\$18,802,366	\$16,345,890
Projected 2029 Demand	Projected 2029 Retail Gap

Maximum Supportable Sq Ft **26,322**



Women's clothing stores (NAICS 44812)

\$1,332,858	\$276,776	\$1,056,082
2024 Demand	2024 Supply	2024 Retail Gap

\$1,255,081	\$978,305
Projected 2029 Demand	Projected 2029 Retail Gap

Maximum Supportable Sq Ft **3,261**

RETAIL OPPORTUNITIES



Family clothing stores (NAICS 44814)

\$5,175,746	\$1,633,971	\$3,541,775
2024 Demand	2024 Supply	2024 Retail Gap

\$5,061,477	\$3,427,506
Projected 2029 Demand	Projected 2029 Retail Gap

Maximum Supportable Sq Ft **14,902**



Shoe stores (NAICS 4482)

\$1,319,771	\$0	\$1,319,771
2024 Demand	2024 Supply	2024 Retail Gap

\$1,436,264	\$1,436,264
Projected 2029 Demand	Projected 2029 Retail Gap

Maximum Supportable Sq Ft **4,788**



Sporting goods stores (NAICS 45111)

\$2,727,217	\$1,034,751	\$1,692,466
2024 Demand	2024 Supply	2024 Retail Gap

\$2,983,928	\$1,949,177
Projected 2029 Demand	Projected 2029 Retail Gap

Maximum Supportable Sq Ft **10,205**



Drinking places (alcoholic beverages) (NAICS 7224)

\$1,227,761	\$297,365	\$930,396
2024 Demand	2024 Supply	2024 Retail Gap

\$1,341,413	\$1,044,048
Projected 2029 Demand	Projected 2029 Retail Gap

Maximum Supportable Sq Ft **2,983**

RETAIL OPPORTUNITIES



Full-service restaurants (NAICS 722511)

\$15,567,761	\$4,160,837	\$11,406,924
2024 Demand	2024 Supply	2024 Retail Gap

\$17,177,152	\$13,016,315
Projected 2029 Demand	Projected 2029 Retail Gap

Maximum Supportable Sq Ft **21,338**



Limited-service restaurants (NAICS 722513)

\$13,034,757	\$3,996,030	\$9,038,727
2024 Demand	2024 Supply	2024 Retail Gap

\$14,423,909	\$10,427,879
Projected 2029 Demand	Projected 2029 Retail Gap

Maximum Supportable Sq Ft **52,139**



Snack and non-alcoholic beverage bars (NAICS 722515)

\$1,997,660	\$0	\$1,997,660
2024 Demand	2024 Supply	2024 Retail Gap

\$2,210,304	\$2,210,304
Projected 2029 Demand	Projected 2029 Retail Gap

Maximum Supportable Sq Ft **5,201**

BUCHANAN TRADE AREA MARKET SEGMENTATION

About Market Segmentation

As important as knowing what an area's retail gap is, understanding its market segmentation is equally valuable. What is market segmentation? Market segmentation is the process of dividing a market of potential customers into groups, or segments, based on different characteristics. The segments created are composed of consumers who will respond similarly to marketing strategies and who share traits such as similar interests, needs, or locations.

To define the various market segments the Buchanan trade area is divided into segments using the Tapestry Market Segmentation tool. Tapestry is a tool created by data firm ESRI to provide an accurate, detailed description of America's neighborhoods—U.S. residential areas are divided into 67 distinct segments based on their socioeconomic and demographic composition—then further classifies the segments into LifeMode and Urbanization Groups.

The charts on the following pages outline the Top 5 predominant Tapestry segmentations in the trade area. Their full profiles are hyperlinked in the chart (right.)

BUCHANAN TRADE AREA	
Tapestry Segment	% of Households
Salt of the Earth (6B)	32.2%
Heartland Communities (6F)	17.7%
Comfortable Empty Nesters (5A)	10.0%
Green Acres (6A)	7.6%
Retirement Communities (9E)	7.1%
Traditional Living (12B)	6.6%
Southern Satellites (10A)	6.5%
Midlife Constants (5E)	4.7%
Rustbelt Traditions (5D)	4.3%
Rural Resort Dwellers (6E)	3.2%

SEGMENT SUMMARY

Segmentation	Socioeconomic Traits	Market Profile
<p>Salt of the Earth (6B)</p> <p>Average Household Size: 2.59</p> <p>Median Age: 44.1</p> <p>Median Household Income: \$56,300</p>	<ul style="list-style-type: none"> • Steady employment in construction, manufacturing, and related service industries. • Completed education: 40% with a high school diploma only. • Household income just over the national median, while net worth is nearly double the national median. • Spending time with family is their top priority. • Cost-conscious consumers, loyal to brands they like, with a focus on buying American. • Last to buy the latest and greatest products. • Try to eat healthy, tracking the nutrition and ingredients in the food they purchase. 	<ul style="list-style-type: none"> • Outdoor sports and activities, such as fishing, boating, hunting, and overnight camping trips, are popular. • To support their pastimes, truck ownership is high; many also own an ATV. • They own the equipment to maintain their lawns and tend to their vegetable gardens. • Residents often tackle home remodeling and improvement jobs themselves. • Due to their locale, they own satellite dishes and have access to high-speed internet connections like DSL. • These conservative consumers prefer to conduct their business in person rather than online. They use an agent to purchase insurance.
<p>Heartland Communities (6F)</p> <p>Average Household Size: 2.39</p> <p>Median Age: 42.3</p> <p>Median Household Income: \$42,400</p>	<ul style="list-style-type: none"> • Retirees in this market depress the average labor force participation rate to less than 60%. More workers are white collar than blue collar; more skilled than unskilled. • The rural economy of this market provides employment in the manufacturing, construction, utilities, health-care, and agriculture industries. • These are budget-savvy consumers; they stick to brands they grew up with and know the price of goods they purchase. Buying American is important. • Daily life is busy but routine. Working on the weekends is not uncommon. • Residents trust TV and newspapers more than any other media. • Skeptical about their financial future, they stick to community banks and low-risk investments. 	<ul style="list-style-type: none"> • Traditional in their ways, residents of Heartland Communities choose to bank and pay their bills in person and purchase insurance from an agent. • Most have high-speed internet access at home or on their cell phone but aren't ready to go paperless. • Many residents have paid off their home mortgages but still hold auto loans and student loans. Interest checking accounts are common. • To support their local community, residents participate in public activities. • Home remodeling is not a priority, but homeowners do tackle necessary maintenance work on their cherished homes. They have invested in riding lawn mowers to maintain their larger yards. • They enjoy country music and watch CMT. • Motorcycling, hunting, and fishing are popular; walking is the main form of exercise. • To get around these semirural communities, residents prefer domestic trucks or SUVs.

SEGMENT SUMMARY

Segmentation	Socioeconomic Traits	Market Profile
<p>Comfortable Empty Nesters (5A)</p> <p>Average Household Size: 2.52</p> <p>Median Age: 48</p> <p>Median Household Income: \$75,000</p>	<ul style="list-style-type: none"> • Education: 36% college graduates; nearly 68% with some college education. • Average labor force participation at 61%. • Most households' income from wages or salaries, but a third also draw income from investments (Index 150) and retirement. • Comfortable Empty Nesters residents physically and financially active. • Prefer eating at home instead of dining out. • Home maintenance a priority among these homeowners. 	<ul style="list-style-type: none"> • Residents enjoy listening to sports radio or watching sports on television. • Physically active, they play golf, ski, ride bicycles, and work out regularly. • Spending a lot of time online isn't a priority, so most own older home computers. • Financial portfolio includes stocks, certificates of deposit, mutual funds, and real estate.
<p>Green Acres (6A)</p> <p>Average Household Size: 2.70</p> <p>Median Age: 43.9</p> <p>Median Household Income: \$76,800</p>	<ul style="list-style-type: none"> • Education: More than 60% are college educated. • Income is derived not only from wages and salaries but also from self-employment (more than 13% of households), investments (27% of households), and increasingly, from retirement. • They are cautious consumers with a focus on quality and durability. • Comfortable with technology, more as a tool than a trend: banking or paying bills online is convenient; but the internet is not viewed as entertainment. • Economic outlook is professed as pessimistic, but consumers are comfortable with debt, primarily as home and auto loans, and investments. 	<ul style="list-style-type: none"> • Purchasing choices reflect Green Acres residents' country life, including a variety of vehicles, from trucks and SUVs to ATVs and motorcycles, preferably late model. • Homeowners favor DIY home improvement projects and gardening. • Media of choice are provided by satellite service, radio, and television, also with an emphasis on country and home and garden. • Green Acres residents pursue physical fitness vigorously, from working out on home exercise equipment to playing a variety of sports. • Residents are active in their communities and a variety of social organizations, from charitable to veterans' clubs.
<p>Retirement Communities (9E)</p> <p>Average Household Size: 1.88</p> <p>Median Age: 53.9</p> <p>Median Household Income: \$40,800</p>	<ul style="list-style-type: none"> • Brand loyal, this segment will spend a little more for their favorite brands, but most likely they will have a coupon. • Frugal, they pay close attention to finances. • They prefer reading magazines over interacting with computers. • They are health conscious and prefer name-brand drugs. 	<ul style="list-style-type: none"> • Enjoy hard-cover books, book clubs, crossword puzzles, and Sudoku. • Contribute to political organizations and other groups. • Entertainment preferences: playing cards and reading books. • Prefer watching cable TV, including premium channels like HBO and Cinemax. • Like to travel—including visits to foreign countries. • Shop at diverse, large retail chains like Family Dollar, Target, and Walmart for convenience.

BUCHANAN

REAL ESTATE STRATEGIES

Buchanan has several opportunities to create a more dynamic market and have a significantly positive impact on both businesses and real estate in the district.

- 1 REPURPOSE “VISION BUCHANAN” FOR DEVELOPER FOCUS**
- 2 ESTABLISH ADDITIONAL TOOLS FOR REDEVELOPMENT**
- 3 ESTABLISH ADDITIONAL TOOLS FOR PLACE MANAGEMENT**
- 4 CREATE ADDITIONAL NATIONAL REGISTER DISTRICTS**
- 5 ADD HOUSING DOWNTOWN + NEAR NEIGHBORHOODS**
- 6 CREATE VACANT STOREFRONT ORDINANCE**



1 REPURPOSE “VISION BUCHANAN” FOR DEVELOPER FOCUS

WHY?

The City of Buchanan has put significant time, cost, and effort into assembling an excellent overall vision document for the city. This document, called Vision Buchanan, does an excellent job of laying out the desired improvements to specific public places and identifying a number potential private sector real estate projects. While this is an excellent vision document for the general public, it could be repurposed to be used as a developer recruitment tool.



DEVELOPER RECRUITMENT

One of the most effective ways to realize the city's vision is to attract private sector developers who share a passion for transforming communities and creating vibrant spaces. The Vision Buchanan document, with its detailed renderings, conceptual site plans, and targeted project descriptions, can be reimaged as a powerful marketing asset designed specifically to engage potential development partners.

A well-crafted developer recruitment package can be created by using the visual assets, data, and insights from Vision Buchanan. This package would serve as a polished, professional presentation that can be shared directly with developers, investors, and real estate professionals. It should highlight Buchanan's investment-ready opportunities, providing key information on available properties, zoning, market demand, and any local incentives or support available for new projects.

KEY FEATURES OF THE DEVELOPER RECRUITMENT TOOL

To effectively communicate the opportunities outlined in Vision Buchanan, the recruitment tool should include:

Highlighted Opportunities- A selection of high-priority development opportunities, complete with site-specific information such as location maps, property dimensions, current land use, and potential uses as envisioned in the plan.

Renderings and Site Plans- Using the high-quality visuals extracted from Vision Buchanan, show prospective developments and enhancements to key public and private sites.

Market Analysis- Using data from this Real Estate Redevelopment Plan, including key market data is crucial in showing the opportunity for businesses.

Financial Incentives and Support- A breakdown of the incentives available to developers, such as tax increment financing (TIF), grants, and assistance with navigating the local regulatory environment.

Case Studies and Testimonials- Success stories from past projects in Buchanan that have transformed the community and added value to the area.

2 ESTABLISH ADDITIONAL TOOLS FOR REDEVELOPMENT

WHY?

Michigan communities face unique challenges when it comes to redevelopment. Many towns and cities contain older industrial or commercial properties that have been underutilized, vacant, or contaminated over the years, making redevelopment complex and costly. Despite the incredible potential for transformation, these properties often remain idle due to the financial burdens associated with site preparation and remediation. To overcome these barriers and unlock the full potential of these sites, it is essential to implement targeted redevelopment tools, such as a Brownfield Redevelopment Authority, Downtown Development Authority Tax Increment Financing (TIF), and Housing TIF mechanisms.

The establishment of these tools would provide the necessary framework to support revitalization efforts, attract private investment, and ensure that Michigan communities remain competitive in an ever-changing economic landscape.

BROWNFIELD REDEVELOPMENT AUTHORITY

Establishing a local Brownfield Redevelopment Authority (BRA) enables communities to take a proactive stance in revitalizing contaminated or underutilized properties. By creating a BRA, communities gain access to a range of additional funding sources, including the ability to capture tax increment revenues, secure grants, and leverage various incentives. These financial resources help to reduce the upfront costs associated with environmental remediation and site preparation, making redevelopment projects more feasible. Additionally, properties within designated brownfield areas become significantly more attractive to developers due to the reduced uncertainty and lower risk associated with environmental liabilities, ultimately enhancing site marketability and project appeal.

HOUSING TAX INCREMENT FINANCING

While traditional Tax Increment Financing (TIF) is effective for many types of redevelopment, the unique challenges associated with developing new housing, particularly affordable and workforce housing, require a more specialized approach. Establishing a Housing TIF can help address Michigan's housing shortage by capturing incremental tax revenues generated from new housing developments and directing them to support projects that provide a diverse range of housing options, including affordable housing, senior living, and workforce housing. Additionally, a Housing TIF can encourage residential development in targeted areas by using these revenues to finance infrastructure improvements, site preparation, or gap funding, making it more feasible for developers to pursue housing projects in areas where market conditions may not otherwise support them. By expanding the supply of diverse housing options, communities can enhance stability, attract new residents, and support local economic growth by offering housing choices for employees of new or expanding businesses. This targeted approach ensures that housing developments align with broader community goals and meet the needs of a diverse population.

2 ESTABLISH ADDITIONAL TOOLS FOR REDEVELOPMENT

WHAT'S THE DIFFERENCE BETWEEN BROWNFIELD AND HOUSING TIF?

Michigan's Housing Tax Increment Financing (TIF) is distinct from the brownfield law, but the two can be related depending on the context of the development project.

Brownfield Law (Act 381 of 1996)

Michigan's brownfield law, known as the Brownfield Redevelopment Financing Act (Public Act 381 of 1996), allows for the use of TIF to capture tax increments for the redevelopment of brownfield sites. These are typically properties that are contaminated, blighted, or functionally obsolete. The captured taxes can be used to finance environmental remediation, demolition, site preparation, and other eligible activities necessary to redevelop the site.

Housing TIF (Act 57 of 2018)

The Housing TIF is governed by Public Act 57 of 2018, which consolidates and streamlines various tax increment financing statutes in Michigan, including those for Downtown Development Authorities (DDAs), Corridor Improvement Authorities (CIAs), and others. Housing TIF under this law specifically focuses on financing housing-related projects, particularly affordable housing. It is not limited to brownfield sites and can be used in a broader range of areas that may or may not be contaminated or blighted.

Relationship Between the Two

While Housing TIF is its own distinct tool under Act 57, it can be used in conjunction with Brownfield TIF under Act 381 when a housing development project is taking place on a brownfield site. In such cases, the project might benefit from both types of TIF:

Brownfield TIF: To cover costs associated with environmental remediation and site preparation.

Housing TIF: To finance the actual development of housing, particularly affordable housing, once the site is ready for redevelopment.

This combination allows communities to address environmental challenges while also meeting housing needs, making the redevelopment of challenging sites more feasible and financially viable.

3 ESTABLISH ADDITIONAL TOOLS FOR PLACE MANAGEMENT

WHY?

The City of Buchanan may want to reestablish a Downtown Development Authority (DDA) for several strategic reasons, particularly to enhance economic development, improve infrastructure, and attract investments in its downtown area. A DDA can serve as a critical tool for revitalizing the downtown, providing a structured framework for focused efforts to attract businesses, encourage development, and foster a vibrant environment that appeals to residents, visitors, and investors alike. One of the most compelling aspects of establishing a DDA is the ability to leverage Tax Increment Financing (TIF) and a 2-mill operating levy. TIF allows the DDA to capture increases in property tax revenues within the district as property values rise, and reinvest that revenue into infrastructure improvements, streetscapes, façade grants, and other projects that directly benefit the downtown area. This creates a dedicated source of funding for local development projects without placing the burden on the broader tax base. The 2-mill operating levy would be applied to the entire DDA district and help fund the day-to-day operations of the DDA.

ADDITIONAL BENEFITS OF A DDA

Additionally, a DDA could help Buchanan address key infrastructure needs, such as improving roads, sidewalks, parking facilities, lighting, and utilities within the downtown. These enhancements not only make the area more attractive and accessible to businesses and visitors but also contribute to the long-term economic vitality of the district. A DDA also offers the opportunity to provide incentives for business attraction and retention. Buchanan could use these tools to encourage new businesses to move into the downtown area and assist existing businesses in improving their properties or expanding operations. This would contribute to a more diverse mix of retail, restaurants, and services, which in turn boosts foot traffic and economic activity.

Historic preservation is another key benefit, as Buchanan is home to several historic buildings and has a rich heritage. A DDA could focus on preserving and restoring these assets, helping to maintain the unique character of downtown. Programs like façade improvement grants could assist property owners in restoring historic buildings, making the area more attractive to both businesses and tourists. Beyond the physical improvements, a DDA could foster a stronger sense of community and identity by organizing events, improving public spaces, and enhancing the overall downtown experience. These efforts could align with Michigan's placemaking initiatives, making the downtown a focal point for local pride and community activities.

Creating a DDA could also improve Buchanan's eligibility for state and federal grants, particularly those offered through the Michigan Economic Development Corporation (MEDC) and similar programs, which often prioritize communities with active DDAs. If Buchanan's DDA worked in conjunction with the Michigan Main Street Program, it could further amplify downtown revitalization efforts. Main Street organizations often collaborate with DDAs to implement projects focused on economic vitality, design improvements, and community promotion, creating a synergistic approach to downtown development.

3 ESTABLISH ADDITIONAL TOOLS FOR PLACE MANAGEMENT

WHAT ARE THE STEPS TO CREATE A DOWNTOWN DEVELOPMENT AUTHORITY?

Creating a Downtown Development Authority (DDA) in Michigan involves a formal process that is governed by the Downtown Development Authority Act (PA 197 of 1975). The steps to create a DDA typically include the following:

1. Assess the Need and Gather Support

Before beginning the formal process, the city should assess whether a DDA is the right tool for downtown revitalization. Local government officials and community stakeholders (such as business owners, property owners, and residents) need to agree on the need for a DDA.

2. Adopt a Resolution of Intent

The governing body (e.g., city council) must adopt a resolution of intent to create the DDA. This is the first formal step in the process. The resolution outlines the proposed boundaries of the DDA district and states the city's intent to hold public hearings on the matter.

3. Create a Development District Boundary Map

A critical part of establishing a DDA is defining the boundaries of the downtown district in which the authority will operate. The city must create a map showing the proposed DDA boundaries, including both private and public properties.

4. Hold a Public Hearing

After the resolution of intent is adopted, the city must schedule and conduct a public hearing to gather input from residents, business owners, and other interested parties. The city must provide notice of the public hearing at least 20 days in advance, including publication in a local newspaper and sending written notice to property owners in the proposed district.

5. Draft and Approve the Ordinance Establishing the DDA

After the public hearing, if the governing body decides to move forward, it must draft an ordinance officially creating the DDA. This ordinance will include the official DDA boundaries, the powers and responsibilities of the DDA, and the authorization to establish a board of directors to oversee DDA operations.

6. Establish a DDA Board of Directors

The ordinance will also establish the DDA Board of Directors. The board typically consists of between 8 and 12 members, including a mix of stakeholders, such as downtown business owners, property owners, and residents. One member must be a representative of the local government. The board's responsibilities include developing and implementing the downtown development plan, overseeing DDA activities, and managing finances.

7. Develop a Tax Increment Financing (TIF) Plan

One of the key functions of a DDA is to utilize Tax Increment Financing (TIF) to fund projects. Once the DDA is established, the board must develop a TIF plan that details how the captured tax increment will be used to finance downtown improvements. This plan must also go through a public review process and be approved by the city's governing body.

8. Approve the DDA Plan

The DDA must also develop a broader development plan, which outlines the projects, goals, and objectives for the downtown area. This plan should detail proposed infrastructure improvements, beautification efforts, and other initiatives designed to spur growth and revitalization. The governing body must approve this plan before the DDA can implement projects or spend funds.

4 CREATE ADDITIONAL NATIONAL REGISTER DISTRICTS

WHY?

The City of Buchanan already has several areas on the National Register of Historic Places. Listing on the register opens up the ability for commercial properties to utilize both state and federal historic tax credits, which are critical in redevelopment of these properties. The City should consider either amending or creating new national register districts to encompass any historic commercial property with the intention of redeveloping these sites.

BENEFITS OF HISTORIC TAX CREDITS

Federal and Michigan state historic tax credits play a critical role in real estate redevelopment, especially in projects that involve the preservation and rehabilitation of historic structures. The Federal Historic Preservation Tax Incentives program provides a 20% tax credit for qualified expenses incurred in rehabilitating certified historic buildings used for income-producing purposes, such as commercial, industrial, or rental residential properties. This program not only encourages developers to invest in older, historically significant buildings but also helps offset the often substantial costs associated with bringing these structures up to modern standards while preserving their historic character. By leveraging these credits, developers can make projects financially viable that might otherwise be too costly to pursue, thereby contributing to the economic revitalization of downtown areas and historic neighborhoods.

In Michigan, the State Historic Tax Credit program, which was reinstated in 2021, offers an additional layer of financial incentive by providing up to a 25% credit on qualified rehabilitation expenses for both income-producing and owner-occupied properties. This credit can be combined with the federal historic tax credit, making Michigan an attractive place for redevelopment projects that focus on historic preservation. These tax credits not only incentivize the preservation of culturally and architecturally significant buildings but also contribute to job creation, community revitalization, and local tourism. In many cases, historic buildings serve as iconic anchors in redevelopment projects, fostering a sense of place and continuity while catalyzing further investment in surrounding areas. Overall, federal and state historic tax credits are indispensable tools for developers aiming to preserve history while achieving economic viability in real estate redevelopment.

5 ADD HOUSING DOWNTOWN + NEAR NEIGHBORHOODS

WHY?

In order for existing businesses and new businesses in the district to be more successful, the community should look to increase density by adding additional housing units in the downtown core and in near neighborhoods.

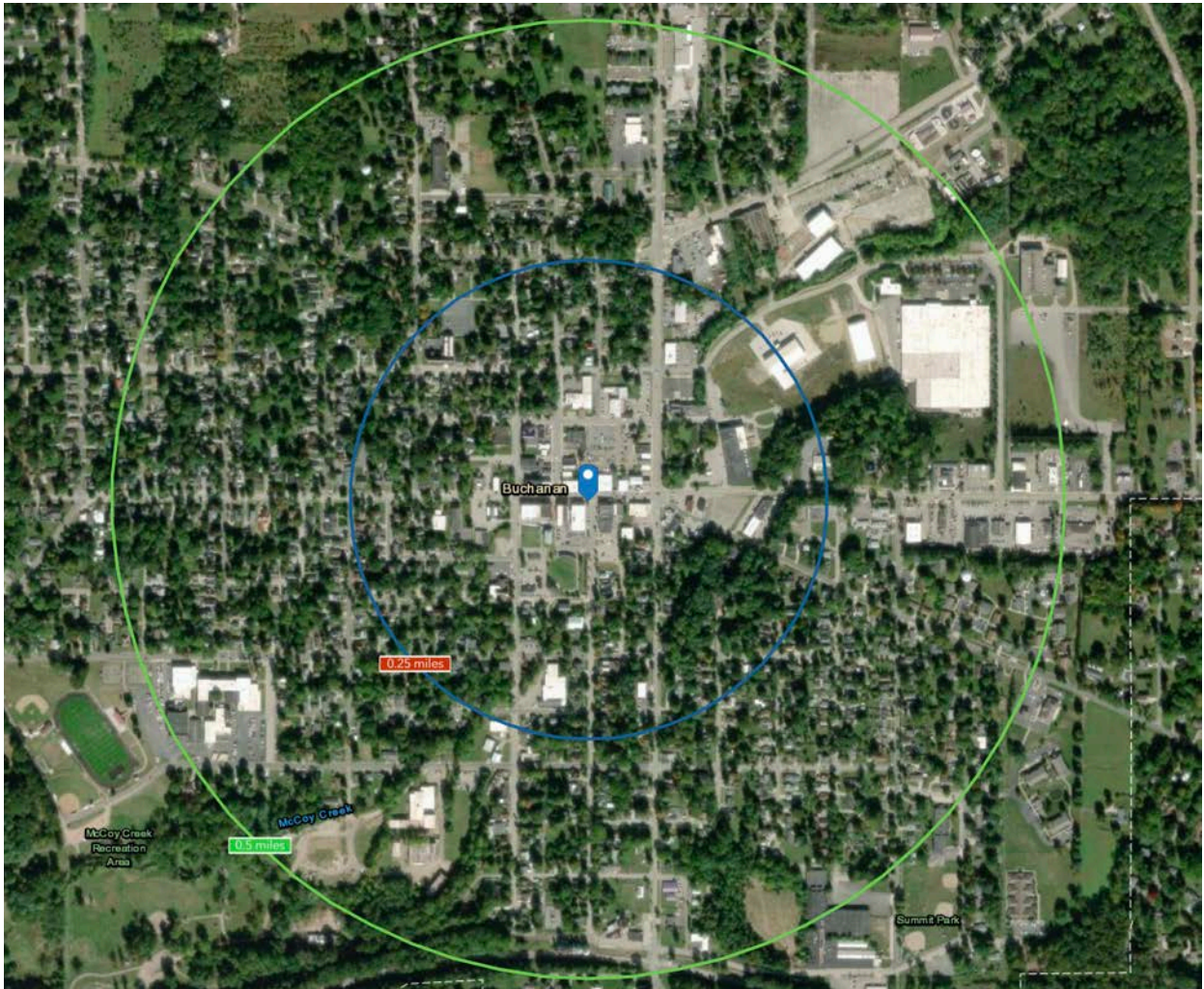
This strategy would allow for a better utilization of private property (including increasing the value of the real estate itself) as well as add new potential customers and spending to the immediate area while utilizing existing infrastructure, such as water and sewer capacity, without the need for significant new expenditures.

FINANCIAL IMPACT OF NEW HOUSING UNITS

The chart below shows the impact of what kind of additional new spending could be captured based on the aggregate number of new units. These projections are based on the estimated demand per household in 2029.

	2029 HH Demand	25 New Units	50 New Units	100 New Units	200 New Units
Total retail trade including food and drink (NAICS 44, 45 and 722)	\$58,605.60	\$1,465,140	\$2,930,280	\$5,860,560	\$11,721,120
Retail trade (NAICS 44 and 45)	\$52,129.30	\$1,303,233	\$2,606,465	\$5,212,930	\$10,425,861
Food services and drinking places (NAICS 722)	\$6,476.30	\$161,907	\$323,815	\$647,630	\$1,295,260

5 ADD HOUSING DOWNTOWN + NEAR NEIGHBORHOODS



LOCATION

The ideal locations for additional housing opportunities would be within 1/4 to 1/2 mile of the main intersection of downtown or other key commercial corridors. Walkability experts believe this 1/4 to 1/2 mile radius is the optimal distance people are willing to walk instead of drive.

In the downtown core, infill of vacant upper floors, single-story non-contributing commercial structures, and underutilized buildings and parking lots are prime candidates for these new units. Housing should also be added to existing neighborhoods first, leveraging vacant parcels, creating ancillary dwelling units (ADUs), and higher density housing units like duplexes. Any vacant or underused parcels where infrastructure is already existing should be primary targets.

The outskirts of the downtown district have several opportunities for redevelopment as well. Single story, non-historic, and vacant commercial structures or vacant land are the least difficult to redevelop. Former heavy commercial or industrial uses would also be strong candidates for redevelopment.

5 ADD HOUSING DOWNTOWN + NEAR NEIGHBORHOODS

HOUSING TYPES

There are several types of housing that could be used in the downtown and near neighborhoods of the downtown district. A few examples are:



UPPER FLOOR RESIDENTIAL

Most, if not all, upper floor units available in the downtown are currently occupied. Those buildings with the ability to support housing units in the upper floors should be encouraged to do so.



MID-RISE

New construction should do its best to fit into the context of the community to help introduce "gentle density," where appropriate, to allow for more units without compromising the character of the downtown.



DUPLEXES, TRIPLEXES, AND QUADPLEXES

For those areas in residential neighborhoods near downtown, increasing density by encouraging multi-unit designs such as duplexes, triplexes, and quadplexes.



TOWNHOUSES AND ROW HOUSES

These are some additional types of housing for near neighborhoods that could gently increase density while maintaining the character of the community.

6 CREATE VACANT STOREFRONT ORDINANCE

WHY?

Establishing a vacant storefront ordinance can be an effective strategy for reducing the number of vacant commercial properties and revitalizing downtown areas. A well-designed ordinance creates accountability for property owners by setting clear expectations for maintaining and utilizing storefronts. It typically includes provisions that require owners to register their vacant properties with the city, maintain the storefronts in good condition, and actively market the spaces for lease or sale. This encourages property owners to be more proactive in addressing vacancies rather than allowing them to sit idle and detract from the overall vibrancy and attractiveness of the area.

One of the key benefits of a vacant storefront ordinance is that it helps prevent blight and deterioration in commercial corridors. Vacant properties can quickly become eyesores, lowering the appeal of surrounding businesses and discouraging potential tenants or investors. By enforcing maintenance standards, the ordinance ensures that these storefronts remain visually appealing, even if unoccupied, which helps preserve the vitality of the streetscape and keeps foot traffic flowing. In some cases, ordinances can also include financial disincentives, such as fines or fees, for properties that remain vacant for extended periods. This motivates property owners to either find tenants or sell the property, reducing the number of long-term vacancies and promoting more dynamic, economically active commercial districts.

KEY COMPONENTS

A good vacant storefront ordinance has several key components. These are:

Definition of a Vacant Storefront- Specify what constitutes a vacant property (e.g., a storefront that has been vacant for a certain number of days or months).

Registration Requirements- Establish a process for property owners to register vacant storefronts with the local government, providing information about the property, its condition, and any plans for leasing or selling.

Maintenance Standards- Include provisions requiring owners to maintain the physical condition of the property, such as keeping windows intact, ensuring cleanliness, and making any necessary repairs to prevent deterioration.

Marketing Requirements- Some ordinances require property owners to actively market vacant spaces, listing them for lease or sale with local brokers.

Financial Disincentives- Consider penalties for long-term vacancies, such as registration fees, fines, or higher property taxes, to discourage property owners from keeping storefronts empty for extended periods.

Incentives- Include potential incentives such as reduced fees for landlords who actively market their properties or find tenants within a certain time frame.



THIS PLAN CREATED BY:





CITY OF BUCHANAN

RESOLUTION 2025.03/09

A RESOLUTION TO APPROVE THE MNRTF GRANT APPLICATION FOR THE ST. JOSEPH RIVER IMPROVEMENTS PROJECT

The following preamble and resolution were offered by Commissioner *****and supported by Commissioner *****.

WHEREAS, the City of Buchanan supports the Department of Natural Resources (DNR) submission of an application titled "St. Joseph River Improvements Project" to the Michigan Natural Resources Trust Fund (MNRTF) program for vault toilet and fishing deck improvements to the Riverfront Park located in Buchanan, Michigan;

WHEREAS, the proposed application is supported by the Community's 5-Year Parks and Recreation Plan;

WHEREAS, the location of the proposed project is within the jurisdiction of the City of Buchanan;

WHEREAS, the proposed project, if completed, will be a benefit to the community;

WHEREAS, the City of Buchanan is hereby making a financial commitment to the project in the amount of \$150,000 matching funds, in cash.

NOW THEREFORE, BE IT RESOLVED that the City of Buchanan hereby authorizes the submission of a Michigan DNR MNRTF Grant Application for up to \$400,000 and further resolves to make available its financial obligation amount up to \$150,000 (37.5%) of a total of up to \$550,000 project cost, during the 2026-2027 fiscal year.

AYES:

NAYS:

ABSTAIN:

ABSENT:

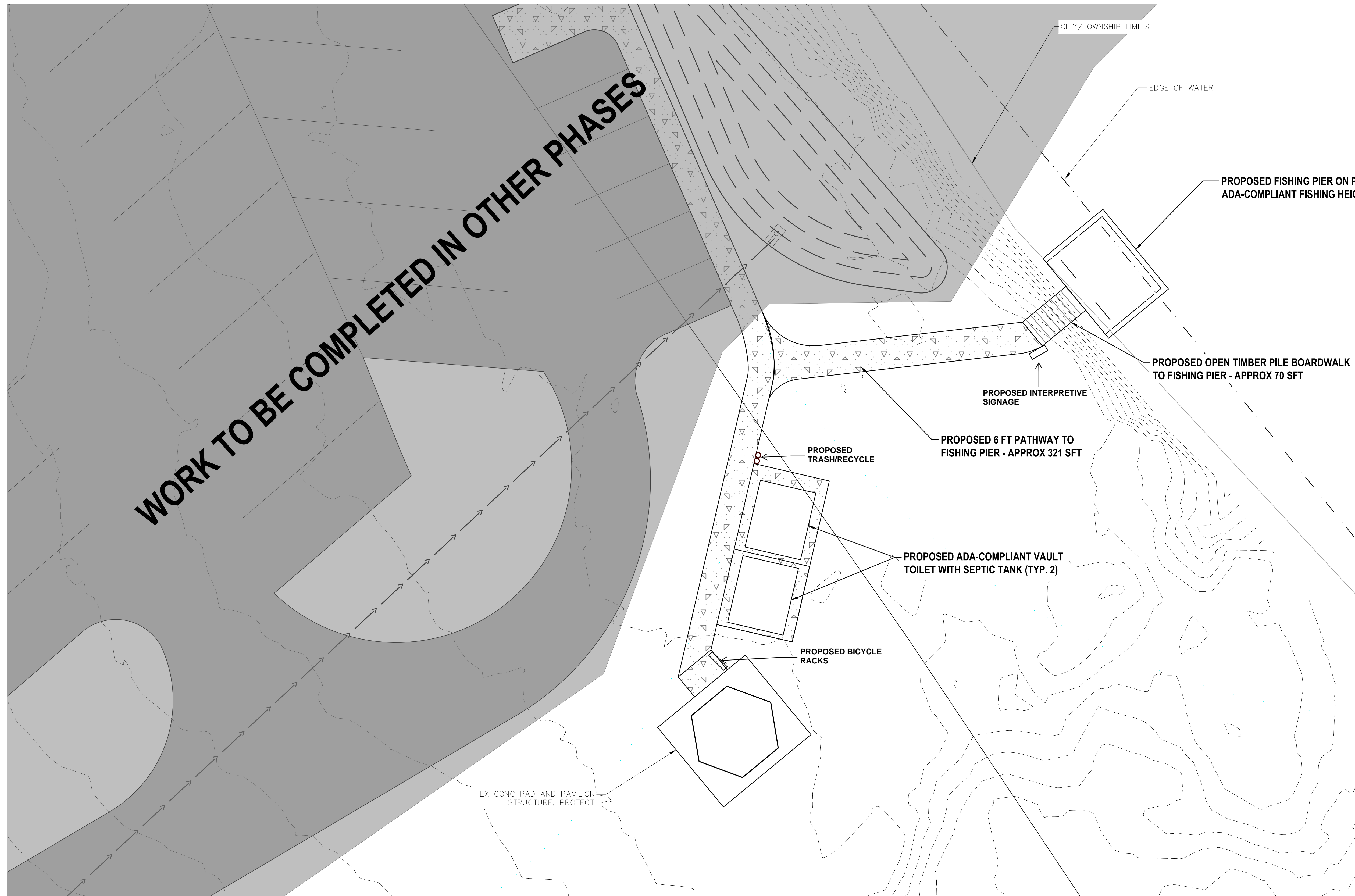
RESOLUTION DECLARED ADOPTED.

Kalla Langston, City Clerk

CERTIFICATE

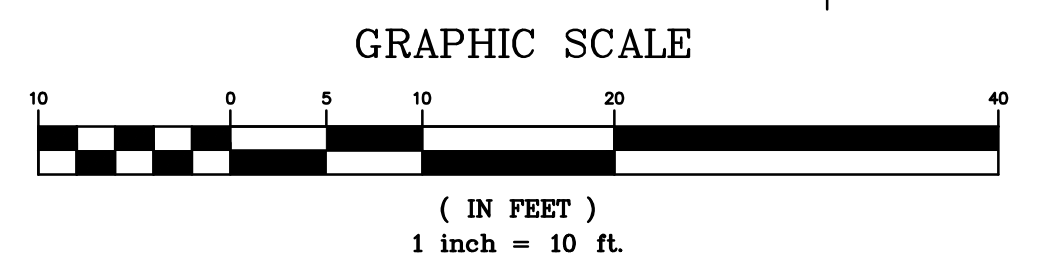
I, Kalla Langston, Clerk of the City of Buchanan, Michigan, do hereby certify that the above is a true and correct copy of the Resolution which was adopted by the City Commission at a meeting held on Monday at 7:00p.m. at the Buchanan City Hall located at 302 N. Redbud Trail Buchanan, Michigan, with a quorum present.

Kalla Langston, City Clerk



WORK TO BE COMPLETED IN OTHER PHASES

- NOTE:**
- EXISTING HORIZONTAL DATA IN REFERENCE TO NAD83 MICHIGAN STATE PLANE, SOUTH ZONE, US FOOT.
 - EXISTING VERTICAL DATUM IS NAVD88
 - CONCEPT PLANS ARE BASED OFF LIDAR SURFACE, LIDAR DATA SURVEYED IN 2015. ADDITIONAL SURVEY IS REQUIRED FOR PRELIMINARY DESIGN.



NO.	REVISION DESCRIPTION:	BY:	DATE:

ABONMARCHÉ
 95 West Main Street
 Benton Harbor, MI 49023
 T 269.927.2295
 abonmarche.com
 Copyright 2021 Abonmarche Consulting, Inc.
 Engineering - Architecture - Land Surveying
 Lorraine Portage
 South Bend
 Warsaw
 Hobart
 Valparaiso

**BUCHANAN/SJ RIVER
 BUCHANAN, MI. 49107**

PROJECT:

**PHASE III GRANT APPLICATIONS
 CONCEPTUAL SITE PLAN**

SHEET TITLE:

DRAWN BY:	CES
DESIGNED BY:	EM/AA
PM REVIEW:	MM
QA/QC REVIEW:	
DATE:	MARCH 2025
SEAL:	

SIGNATURE:

DATE:

SCALE:
 HORZ: N/A
 VERT: N/A

ACI JOB #
P25-0224

SHEET NO.
1 of 1

Engineer's Opinion of Probable Project Cost

Project: **Buchanan Riverfront Park**
 Project No: **P25-0224**
 Description: **Fishing Deck and Vault Toilets**
 Stage:
 Date: **3/18/2025**
 Prepared By: **AA/EM**

Miscellaneous

Line	Item	Quantity	Unit	Unit Cost	Item Cost
1	Mobilization, Max.8%	1.0	LSUM	\$ 26,946.40	\$ 26,946.40
2	General Conditions	1.0	LSUM	\$ 15,000.00	\$ 15,000.00
3	SESC Permit & SESC Measures (Silt Fence)	1.0	LSUM	\$ 2,500.00	\$ 2,500.00
5	Site Restoration	1.0	LSUM	\$ 7,500.00	\$ 7,500.00
Subtotal: Miscellaneous					\$ 51,946.40

Removals

Line	Item	Quantity	Unit	Unit Cost	Item Cost
6	Clearing & Earthwork/Grading	1.00	LSUM	\$ 10,000.00	\$ 10,000.00
7	Tree, Removal, 6 inch to 18 inch	4.0	Ea	\$ 250.00	\$ 1,000.00
Subtotal: Removals					\$ 11,000.00

Proposed Improvements

Line	Item	Quantity	Unit	Unit Cost	Item Cost
10	Concrete Pavement, Non-reinforced, 4 Inch (Sidewalk)	650.0	Sft	\$ 10.00	\$ 6,500.00
11	Open Timber Pile Timber Boardwalk	100.0	Sft	\$ 255.00	\$ 25,500.00
12	Subbase, CIP (4 Inch for Conc. Pavt.)	19.0	Cyd	\$ 20.00	\$ 380.00
13	Concrete Slab Foundation, 4" Nonreinf.	300.0	Sft	\$ 12.00	\$ 3,600.00
14	Unisex Vault Toilet w/ Septic Tank	2.0	EA	\$ 30,000.00	\$ 60,000.00
15	Fishing Pier: Abutment, Deck, Framing (20'x15')	1.0	Ea	\$ 100,000.00	\$ 100,000.00
16	Helical Pile Support	8.0	Ea	\$ 3,500.00	\$ 28,000.00
17	Railings (ADA compliant)	80.0	LF	\$ 500.00	\$ 40,000.00
18	Aggregate Base	50.0	Cyd	\$ 25.00	\$ 1,250.00
19	Riprap, Plain	70.0	Syd	\$ 200.00	\$ 14,000.00
20	Bike Rack	2.0	Ea	\$ 2,500.00	\$ 5,000.00
21	Interpretive Signage (18"x24")	1.0	Ea	\$ 3,000.00	\$ 3,000.00
22	Slope Restoration	60.0	Syd	\$ 10.00	\$ 600.00
23	Trash/Recycle Receptacle	4.0	Ea	\$ 2,000.00	\$ 8,000.00
Subtotal: Proposed Improvements					\$ 287,830.00

Allowances

Item	Quantity	Unit	Unit Cost	Item Cost
24 Landscape Allowance, as needed	1.0	LSUM	\$ 10,000.00	\$ 10,000.00
25 Signage Allowance (for ADA Compliance and MNRTF grant), as needed	1.0	LSUM	\$ 3,000.00	\$ 3,000.00
Subtotal: Allowances				\$ 13,000.00

Summary

Construction Subtotal:		\$ 363,776.40
Construction Contingency	20%	\$ 72,755.28
Construction Total:		\$ 436,531.68
Engineering Total:	20%	\$ 87,306.34
Subtotal		\$ 523,838.02
Permitting Estimate:	5%	\$ 26,191.90
Project Total: Buchanan Riverfront Park - Fishing Deck and Vault Toilets		\$ 550,029.92







CITY OF BUCHANAN

RESOLUTION 2025.03/10

A RESOLUTION TO APPROVE THE RECREATION PASSPORT GRANT APPLICATION FOR KATHRYN PARK IMPROVEMENTS PROJECT

The following preamble and resolution were offered by Commissioner *****and supported by Commissioner *****.

WHEREAS, the City of Buchanan supports the Department of Natural Resources' (DNR) submission of an application titled "Kathryn Park Improvements Project" to the Recreation Passport program for playground improvements to the park located in Buchanan, Michigan;

WHEREAS, the proposed application is supported by the Community's 5-Year Parks and Recreation Plan;

WHEREAS, the location of the proposed project is within the jurisdiction of the City of Buchanan;

WHEREAS, the proposed project, if completed, will be a benefit to the community;

WHEREAS, the City of Buchanan is hereby making a financial commitment to the project in the amount of \$150,000 matching funds, in cash.

NOW THEREFORE, BE IT RESOLVED that the City of Buchanan hereby authorizes submission of a Michigan DNR Recreation Passport Grant Application for up to \$150,000 and further resolves to make available its financial obligation amount of up to \$150,000 (50%) of a total of up to \$300,000 project cost, during the 2026-2027 fiscal year.

AYES:

NAYS:

ABSTAIN:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Kalla Langston, City Clerk

CERTIFICATE

I, Kalla Langston, Clerk of the City of Buchanan, Michigan, do hereby certify that the above is a true and correct copy of the Resolution which was adopted by the City Commission at a meeting held on Monday at 7:00p.m. at the Buchanan City Hall located at 302 N. Redbud Trail Buchanan, Michigan, with a quorum present.

Kalla Langston, City Clerk



KATHRYN PARK
SCALE: 1" = 20'



EXAMPLE OF PLAYSTRUCTURE



ABONMARCHÉ
 795 West Main Street
 Benton Harbor, MI 49023
 T 269.927.2295
 F 269.927.2295
 abonmarche.com

Hobart
 Kalamazoo
 LaGrange
 Ligonier
 Grand Rapids
 Vassar

ENGINEERING - ARCHITECTURE - LAND SURVEYING
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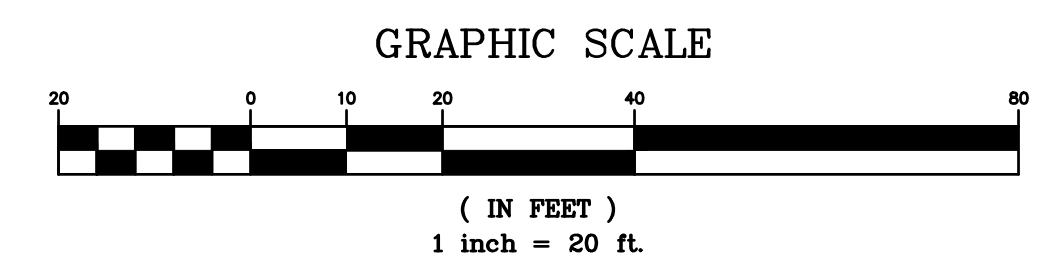
KATHRYN PARK IMPROVEMENTS
318 MOCCASIN ST
BUCHANAN, MI 49107

SCHEMATIC SITE PLAN

SHEET TITLE:
 DRAWN BY:
 DESIGNED BY:
 PM REVIEW:
 QA/QC REVIEW:
 DATE: **MARCH 2025**
 SEAL:

SIGNATURE:
 DATE:
 SCALE:
 HORZ: 1"=20'
 VERT:
 ACI JOB #
P25-0308

SHEET NO. **1 of 1**



NO.	REVISION DESCRIPTION:	BY:	DATE:

Engineer's Opinion of Probable Project Cost

Project: **City of Buchanan**
Project No: **P25-0308**
Description: **Kathryn Park Site Improvements**
Stage: **Planning**
Date: **3/18/2025**
Prepared By: **SEM/CAK**

Proposed Improvements					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
1	Mobilization, Max \$2,500	1.00	LSUM	\$ 2,500.00	\$ 2,500.00
2	Tree, Rem, 37 inch or Larger	1.00	Ea	\$ 3,000.00	\$ 3,000.00
3	Curb, Rem	60.00	Ft	\$ 20.00	\$ 1,200.00
4	Sidewalk, Rem	3.00	Syd	\$ 30.00	\$ 90.00
5	Site Grading (Accessible Route)	1.00	LSUM	\$ 5,000.00	\$ 5,000.00
6	Traffic Control	1.00	LSUM	\$ 3,000.00	\$ 3,000.00
7	HMA, Hand Patching	10.00	Ton	\$ 200.00	\$ 2,000.00
8	Sidewalk, Conc, 6 inch	775.00	Sft	\$ 10.00	\$ 7,750.00
9	Curb and Gutter, Conc, Det C4	60.00	Ft	\$ 30.00	\$ 1,800.00
10	Curb, Conc, Det E4	230.00	Ft	\$ 30.00	\$ 6,900.00
11	Pavt Mrkg, Waterborne, for Rest Areas, Parks, and Lots, 4 inch, White	140.00	Ft	\$ 3.00	\$ 420.00
12	Pavt Mrkg, Waterborne, for Rest Areas, Parks, and Lots, 4 inch, Blue	75.00	Ft	\$ 3.00	\$ 225.00
13	Pavt Mrkg, Waterborne, Accessible Sym	2.00	Ea	\$ 200.00	\$ 400.00
14	Slope Restoration, Non-Freeway, Type B	100.00	Syd	\$ 10.00	\$ 1,000.00
15	Benches	2.00	Ea	\$ 2,500.00	\$ 5,000.00
16	Playground and Surfacing, Installed	1.00	LSUM	\$ 220,000.00	\$ 220,000.00
Subtotal: Proposed Improvements					\$ 260,285.00

Summary		
Construction Subtotal:		\$ 260,285.00
Professional Services:	15%	\$ 39,042.75
Project Total: City of Buchanan - Kathryn Park Site Improvements		\$ 299,327.75

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CITY OF BUCHANAN
&
TODD HERTER INSPECTIONS, LLC**

**WHEREAS, City of Buchanan("COB") intends to contract with Todd Herter Inspections, LLC
(Independent Contractor, "IC") for the performance of certain tasks:**

Building Official, Building Inspector, Plan Reviewer

WHEREAS, the IC's principal place of business is located at the following address:

53722 Indian Lake Road, Dowagiac, MI 49047 (Cass County).

WHEREAS, the "COB" office is located at the following address:

302 N Redbud Trail, Buchanan, MI (Berrien County).

**WHEREAS, the IC declares that they are engaged in an independent business and has complied with
all federal, state, and local laws regarding business permits and licenses of any kind that may be
required to carry out the said business and the tasks to be performed under this agreement:**

**WHEREAS, the IC declares that they are engaged in the same or similar activities for other
municipalities and that the COB is not the IC's sole and only client or customer.**

**THEREFORE, IN CONSIDERATION OF THE FOREGOING REPRESENTATIONS AND THE
FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE:**

I. SERVICES TO BE PERFORMED:

The COB engages the IC to perform the following:

- 1.** The IC is currently registered and shall maintain registration in applicable categories as a Building Official, Building Inspector, and Plan Reviewer, as required by the Michigan Building Officials and Inspectors Registration Act, PA 407 of 2016-Article 10.
- 2.** The IC shall provide its own transportation for inspections done within the jurisdiction of COB.
- 3.** The IC shall provide a telephone number, answering service, or machine for inspection requests and code related questions.
- 4.** The IC may elect to receive inspection requests via email or text.
- 5.** The IC shall address all inspection requests within 24 hours (up to three 8-hour working days) excluding weekends and holidays.

6. The IC to provide all documents to the COB which is required under record retention guidelines to be retained by the Authority Having Jurisdiction as defined in applicable statutes, ordinances, codes, and standards.
7. The IC may be called on behalf of COB as an expert witness and shall assist the city Attorney and/or Prosecuting Attorney as necessary to prepare documentation and offer testimony. In the event IC has to go to court on behalf of COB, IC will be compensated at \$100/hour, plus \$30 for travel expenses.
8. The IC shall provide and be responsible for its own instructions, training, and other behavioral conditions applicable to IC status.
9. The IC shall maintain total financial control of its business and services except for those areas specifically identified and agreed to herein.
10. The IC is free to seek other business opportunities and COB shall not regulate or control similar services of the independent contractor.
11. The IC shall not be provided employee benefits such as health insurance, pension plan, vacation pay, or sick pay.
12. IC shall carry worker's compensation insurance and provide proof of same, upon request.
13. IC shall maintain general liability insurance and the policy shall be in the minimum amount of \$1,000,000.00.
14. The IC and the COB shall agree on all terms for this agreement, which may only be changed upon written agreement of both parties.
15. Any "just cause" termination provision of adopted and/or referenced codes shall not apply to the IC and COB relationship.
16. The IC shall perform timely plan reviews and determine application status within time limits specified in MCL125.1511 of the Stille-DeRossett-Hale Single State Construction Code Act, Act 230 of 1972, as amended.
17. IC may elect to have plan reviews of construction documentation performed by others in accordance with applicable statutes, ordinances, and rules, at COB expense.

18. Permit applications shall be distributed through the city offices and shall be reviewed by IC as required in Section 11(1) of the Act (Stille-DeRossett-Hale Single State Construction Code Act, Act 230 of 1972 as amended).
19. Building permits shall be signed, and issued, by the IC.
20. IC shall be responsible for notifying permit holder and other parties of interest, of inspection results which will include at a minimum the date the inspection was performed, type of inspection, results of inspection, and true signature of the inspector performing the inspection.
21. IC should leave an inspection result sticker for each completed inspection at the jobsite and provide COB with corresponding paperwork, in a timely manner.
22. Violation notices, suspension, revocation or cancelling of a building permit shall be initiated through the enforcing agency. IC shall provide all documentation necessary to process violation notices and other documentation as required by the enforcing agency in applicable public acts, statutes, rules, and ordinances.
23. IC shall have access to, and be represented by, the COB attorney whenever necessary in performing duties on behalf of the COB, at the expense of COB.
24. IC compensation shall be at \$100/hour for office hours and \$100 per inspection performed. IC will submit an invoice for payment at the end of each month. COB will remit payment to IC within 5 business days after approval of bills and claims.
25. IC will maintain a schedule of office hours on Wednesdays from Noon to 2pm and will perform inspections as required.

I. INSTRUMENTALITIES:

The COB will make available basic office space, IT and IT support, and supplies to IC for purposes of performing contracted services. All such office space and supplies remain the property of the COB. Any item IC purchases, or provides, will remain property of IC.

III. GENERAL SUPERVISION

The IC retains the right to control or direct the way in which the services described herein are to be performed, according to state requirements. IC shall report to the authority identified by the city and the COB retains the right to generally supervise IC's activities to ensure conformity with that specified, herein.

IV. NO PAYROLL OR EMPLOYMENT TAXES.

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

V. NO WORKERS' COMPENSATION.

No workers' compensation Insurance has been or will be obtained by the COB on the account of IC or IC'S employees.

VI. TERMINATION.

This agreement shall remain in effect and may not be terminated earlier (except for cause) without 5 business days prior written notice from one party to the other.

Agreed to this _____ day of _____, 202__, at City of Buchanan, County of Berrien, Michigan

CITY OF BUCHANAN:

BY: _____ TITLE _____

INDEPENDENT CONTRACTOR:

TODD A HERTER OF TODD HERTER INSPECTIONS, LLC

CITY OF BUCHANAN
COUNTY OF BERRIEN, STATE OF MICHIGAN
ORDIANCE 2025.03/441

THE CITY OF BUCHANAN ORDAINS THAT CHAPTER 14 BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX, DWELLING UNIT REGISTRATION-GENERALLY of the City of Buchanan Code of Ordinance is hereby amended by adding the following:

ORDIANCE 2025.03/441

Sec. 14-312. - Registration of rental dwellings required.

All owners of rental dwellings shall register the dwelling with the city on an application in a form provided by the city. At the time an application is filed a registration fee in an amount established from time to time by resolution of the city commission shall be paid in full.

(1) *Annual registration.* The annual registration date shall be July 1 of each year and all fees required by this [Ordinance](#) shall be paid on or before August 15 of each year.

(2) *Registry of new rental dwellings.* The owner of a new rental dwelling or of any dwelling newly converted to a rental dwelling shall register the rental dwelling prior to allowing occupancy. If indicated in the resolution establishing the registration fee, the fee may be prorated for a registration of less than one year. Otherwise, the established fee shall be due.

(3) *Change in register information.* The owner of a rental dwelling(s) already registered with the city shall reregister within sixty (60) days after any change occurs in registration information. A new owner of a registered dwelling shall re-register the dwelling within sixty (60) days of assuming ownership.

(4) *Register of rental dwellings.* Application for registration shall be made in accordance with such instructions as may be provided with the registration application which shall include:

- a. The address of the rental dwelling.
- b. The number of rental dwelling units. If the premises also provides for temporary dwelling, the application shall also state the number of rooming units and the number of hotel/motel units in the premises for purposes of distinguishing them from the rental dwelling units.
- c. The name, residence address, business address, business phone number, and personal phone number of the owner and property manager, if applicable.

d. The address where the owner and the local agent and/or property manager, if applicable, will accept notices or orders from the city.

e. Verification that all state and city taxes levied and assessed against the rental dwelling that are due and payable at the time of the filing of the application have been paid. Delinquencies on such taxes may result in the denial of an application for registration under this section.

(5) *Inaccurate or incomplete register information.* It shall be a violation of this [Ordinance](#) for an owner to provide inaccurate information for the register of rental dwellings or to fail to provide information required by the application.

(6) *Designation of local agent.* If the owner of a rental dwelling does not reside within sixty (60) miles of the city, he or she shall designate a responsible local agent who shall be legally responsible for operating such rental dwelling in compliance with the law, including the International Property Maintenance Code as made part of the city's Code of Ordinances. All official notices may be served on the responsible local agent and any notice so served shall be deemed to have been served upon the owner of record.

(7) *More than one owner or ownership by entity.* Where more than one person has an ownership interest, the required information shall be provided for each owner. In those cases in which the owner is not a person, the information required for the register shall be provided for the organization owning the rental dwelling and for the president, general manager, or other chief executive officer of the organization.

(8) *Definitions.* As used in this [Ordinance](#), the following words and terms shall have the meanings respectively ascribed to them:

a. *Occupant* means any person, other than a legal or equitable title holder, occupying or possessing all or part of a short-term rental.

b. *Rental dwelling* or *rental property* means any residential dwelling which is in whole or in part occupied by one or more person(s) pursuant to an oral or written agreement for monetary or any other consideration, but which person(s) is not acquiring an ownership interest in the dwelling. This shall include single-family, two-family and multiple-family dwellings, short-term rentals, dwellings occupied on a temporary basis that do not qualify as short-term rentals, rooming or boarding houses, not including hotels, motels, bed and breakfasts or dwellings that are occupied only by members of the owner's immediate family.

c. *Short-term* rental means a dwelling unit providing transient accommodations for periods of less than one month, more than three (3) times per year.

d. *Tenant* means any person, other than a legal or equitable title holder, occupying or possessing all or part of a rental dwelling, not including a short-term rental.

Sec. 14-313. - Certification of rental dwellings required.

Rental dwellings shall not be occupied without a certificate of compliance or a temporary certificate of compliance.

(1) *Issuance of certificate of compliance.* The city shall issue a certificate of compliance for a rental dwelling when, following an inspection by the building inspector, zoning administrator, and fire inspector and/or their designees, it is determined that the rental dwelling complies with the requirements of the Inspections Section 14-315 below.

(2) *Temporary certification authorized.* Where a certificate of compliance is required, the city may issue a temporary certificate of compliance for the following reasons:

a. For a newly registered rental dwelling until such time as the city is able to make a compliance inspection.

b. To enable the city to balance its compliance inspection workload.

c. To coincide with compliance time periods set forth in a notice citing violations of the city's Code of Ordinances if such periods extend beyond the expiration date of a certificate.

(3) *Validity of certificate of compliance.* A certificate of compliance shall be valid for two (2) years for all rental dwellings, unless suspended as set forth below.

(4) *Expiration of certificate of compliance.* Certificates of compliance and temporary certificates of compliance may not be extended beyond their expiration dates except as may be permitted in subsections (2) and (3) above to enable the building inspector to balance inspection workloads.

(5) *Revocation.* A certificate of compliance and/or a temporary certificate of compliance may be revoked subsequent to its issuance by the building inspector upon findings that the rental dwelling(s) fails to comply with **two or more** sections of this **Ordinance** and/or for repeated violations of sections of the city's property maintenance code, fire code, zoning ordinance, this **Ordinance**, or other applicable laws and regulations. An owner aggrieved by such revocation may appeal such action to the city's construction board of appeals in the same manner that a **citation for** violation of the property maintenance code may be appealed. Enforcement of such revocation shall be stayed while the appeal is pending before the construction board of appeals. An owner may petition the building inspector for reinstatement of a certificate of compliance and/or a temporary certificate of compliance revoked pursuant to this section no sooner than twelve (12) months after revocation.

(6) *Transfer prohibited.* No certificate issued under this [Ordinance](#) shall be transferred without the written consent of the building inspector, zoning administrator, and fire inspector.

Sec. 14-314. - Violations.

(a) A violation of this [Ordinance](#) shall be punishable as a municipal civil infraction. Any person, including, without limitation, an owner, property manager, local agent, tenant or occupant, who is found responsible for a violation of this [Ordinance](#) shall be subject to fines and penalties as follows:

(1) For the first violation within any thirty-six-month period, the penalty shall be a fine not to exceed two hundred fifty dollars (\$250.00).

(2) For a second violation within any thirty-six-month period, the penalty shall be a fine not to exceed five hundred dollars (\$500.00).

(3) For a third violation within any thirty-six-month period, the penalty shall be a fine not to exceed one thousand dollars (\$1,000.00) and/or suspension of a certificate of compliance and/or a temporary certificate of compliance.

Sec. 14-315. - Inspections.

(a) Before issuing a certificate of compliance, the city shall inspect all rental dwellings in order to determine whether they are in compliance with the city's property maintenance code, fire code, zoning ordinance, this [Ordinance](#), and other applicable laws and regulations.

(b) Upon written notice from the city, it shall be the owner's responsibility to schedule and allow the city's inspection of the rental dwelling. When an inspection is required for the renewal of an existing certificate, the owner shall schedule and permit that inspection prior to the expiration of that permit, except as otherwise permitted within section 14-313 above. Inspections shall occur during the city's regular business hours unless the city agrees to other arrangements, and all fees shall be paid prior to the inspection.

(c) If an inspection reveals that the rental dwelling is not in compliance with the city's property maintenance code, fire code, zoning ordinance, this [Ordinance](#), or other applicable laws or regulations, the owner shall be provided a written list of deficiencies or violations that must be corrected before a permit is issued. If the city determines that the deficiencies or violations do not render the rental unit uninhabitable, the city may issue a temporary certificate of compliance for that rental dwelling.

(d) The city may conduct additional inspections as it deems necessary, upon reasonable notice to the owner or agent, such as when (i) a temporary certificate of compliance has been issued, (ii) when a complaint is filed with the city, or (iii) the city otherwise has

reasonable cause to believe a rental dwelling is in violation of any city ordinance or other applicable laws and regulations.

(e) For purposes of this [Ordinance](#), the term "inspection" shall include re-inspections and/or additional inspections.

Sec. 14-316. - Record keeping.

(a) For all short-term rentals the owner or local agent shall obtain and maintain for the purpose of city inspection and copying the name, address, and other contact information of each occupant.

(b) For all short term rentals the owner or local agent shall obtain and maintain for the purpose of city inspection and copying a document signed by the person responsible for renting the rental dwelling acknowledging the occupancy limit of the rental property, certifying the number of persons who will be occupying the rental property and acknowledging city regulations applicable to the rental property.

(c) Each tenant of a rental dwelling shall sign a document acknowledging the occupancy limit and city regulations applicable to the rental property, which document shall be maintained by the owner or local agent for inspection and copying by the city. Compliance with this subsection may be achieved through the inclusion of the required information into a rental agreement (lease) signed by each tenant.

(d) The owner or local agent shall maintain such documents and any other records required under this [Ordinance](#) for at least two (2) years. An owner or local agent shall convey such documents to any successor owner or local agent.

(e) The information required under this section shall be updated by the owner or local agent for each rental to different tenants or occupants.

(f) It is the intent of the city to inspect and copy the documents and information required under this section in response to a complaint or a violation of this [Ordinance](#), city ordinance or other applicable law or regulation.

Sec. 14-317 Effective Date

This Ordinance shall become effective fifteen (15) days after its adoption and publication as required by Section 7.4 of the City Charter.

MADE, PASSED, AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF BUCHANAN, BERRIEN COUNTY, MICHIGAN ON THE ____ DAY OF MARCH 2025 AND IT WAS PUBLISHED IN THE BERRIEN COUNTY RECORD NEWSPAPER ON ____ DAY OF MARCH, 2025

BY

MARK WEEDON, MAYOR _____

KALLA LANGSTON, CITY CLERK _____

CERTIFICATION, I herby 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 _____day of March, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 as required by said act.

Kalla Langston, City Clerk

March 7, 2025

City of Buchanan
Tony McGhee, City Manager
Richard Murphy, Community Development Director
302 N Red Bud Trail
Buchanan, Michigan 49107
rmurphy@cityofbuchanan.com

**RE: City of Buchanan, MI – St. Joseph River Boat Launch Improvements
Proposal for Engineering, Regulatory, & Construction Administration Services (R1)**

Dear Mr. McGhee and Mr. Murphy,

Abonmarche is pleased to present this proposal for the second phase of improvements to the City of Buchanan riverfront, continuing the vision set forth in the waterfront master plan. The initial project phase includes a kayak launch, ADA parking, access path, and fixed access pier and is under regulatory review. This new phase will continue to advance the long-term vision of the City of Buchanan.



Figure 1: Project Site Location Map (Nearmap 4/19/2024 aerial image)

UNDERSTANDING & BACKGROUND

Per our correspondence over the last three years, Abonmarche worked with the City to conceptualize a long-term kayak launch development plan with an opinion of probable cost back in November 2022. A smaller site layout was developed for an initial phase plan and a grant application was submitted in April 2023 to the Michigan Department of Natural Resources (DNR) to seek funding assistance from the Michigan Natural Resources Trust Fund (MNRTF). Fortunately, the MDNR awarded an MNRTF grant to the city in May 2023 to assist in the initial phase of construction, requiring a 50% local match.

Abonmarche has conducted a kick-off meeting; completed a topographic survey; completed a single-beam hydrographic survey; performed preliminary engineering; and submitted a Joint Permit Application (JPA) in January 2025 to the State of Michigan Department of Environment, Great Lakes, & Energy (EGLE). Note that per our correspondence with the U.S. Army Corps of Engineers (USACE) Detroit District-Michiana Branch, a permit from their office is not required because their jurisdiction begins downstream of Berrien Springs dam which is well downstream of the project limits. The JPA included the initial site plan (Figure 2) and EGLE regulatory agents are currently processing it. Minor correction request comments were addressed during the week of February 10, 2025, and subsequent drawings edits added for clarity. Permit issuance for the initial site plan may be issued as soon as Spring 2025. Final design and bid documents are in progress, with the intent to bid and construct the project later this year.

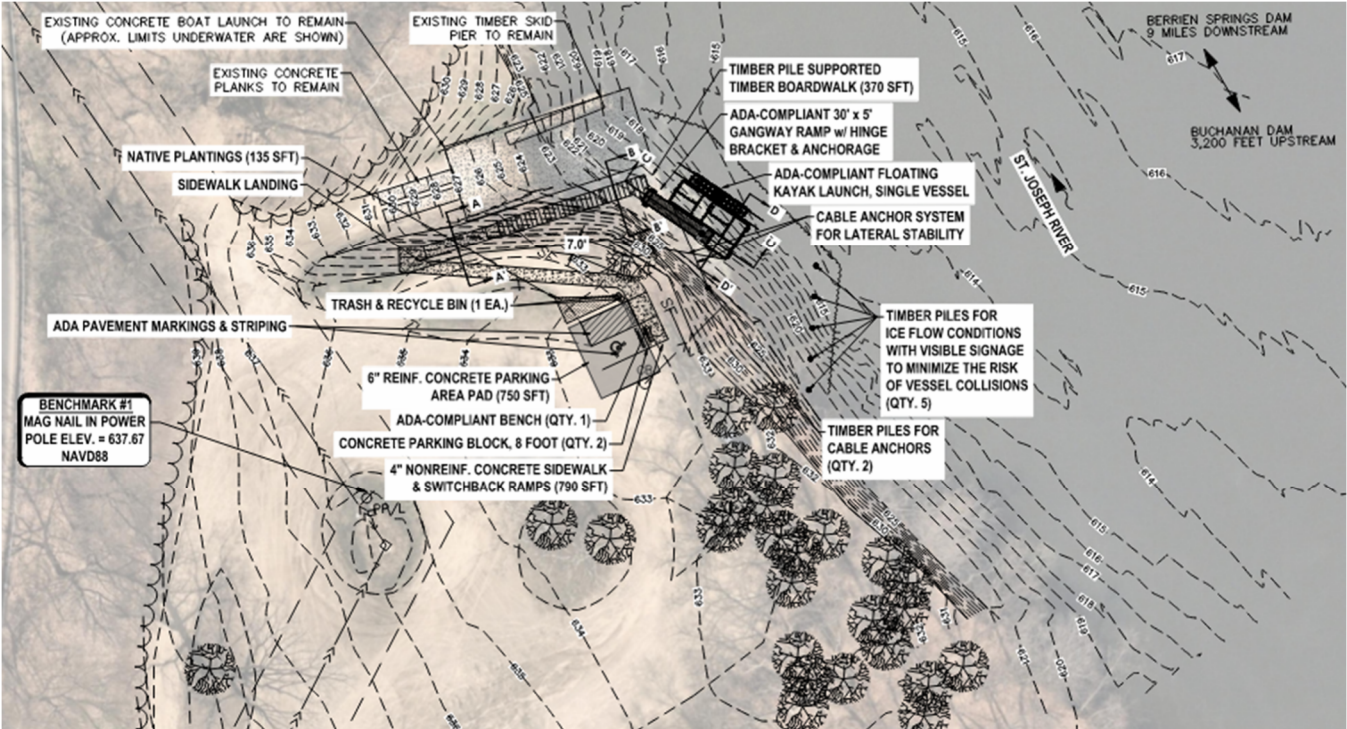


Figure 2: Abonmarche initial phase permit site plan dated 02/11/2025.



In April 2024, Abonmarche assisted the City in applying for another MDNR MNRTF grant to fund the second phase of construction, also requiring a 50% local match. A total project cost of \$330,000 was budgeted in the preparation of the scope and fee herein under this proposal. The following site components are included in this second phase (Figure 3):

- 1. 80'x25' boat launch ramp replacement (Concrete planks -OR- cast-in-place concrete)
- 2. 40'x5' timber skid pier replacement
- 3. Concrete sidewalk expansion
- 4. Asphalt paved parking area
- 5. Refine parking spaces and circulation, in consideration of future phases
- 6. Bioswale for stormwater runoff collection & infiltration
- 7. Stormwater conveyance system
- 8. Native plantings (as needed)
- 9. Site lighting improvements

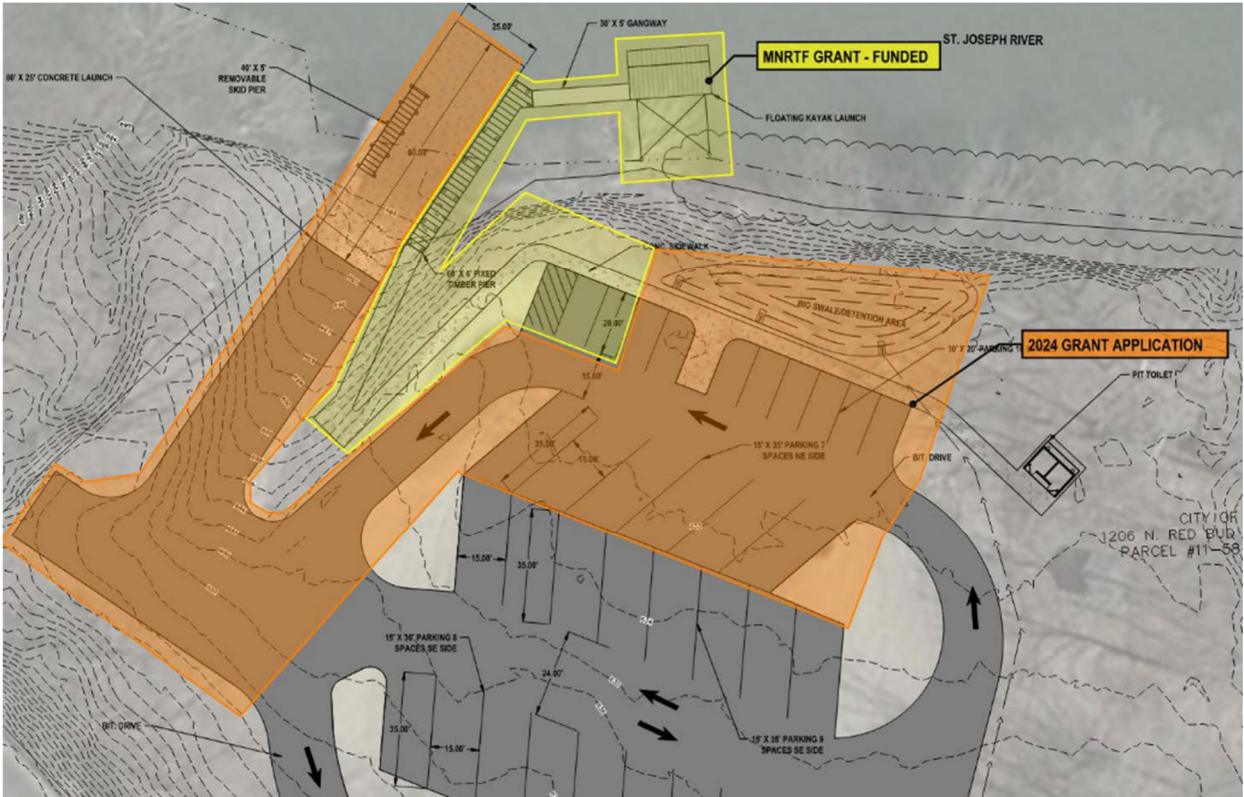


Figure 3: Abonmarche site plan dated 3/22/2024



SCOPE OF SERVICES

Abonmarche proposes the following Scope of Services:

Task 1 – Project Kick-off Meeting

The Abonmarche team will coordinate an in-person kick-off meeting with City representatives and key stakeholders to confirm and establish the plan components, lines of communication, and the final project schedule.

Task 2 – Topographic and Hydrographic Survey - completed

The initial project phase, the development of a kayak launch, included topographic survey of the small portion of the site that included the kayak launch. However, Abonmarche has completed a survey of the whole launch area as part of the project, adding value to the work completed under its existing project, and saving the City additional efforts.

Hydrographic survey completed in the initial project phase included the area of the launch ramp and therefore no added hydrographic survey is anticipated.

Task 3 – Preliminary Engineering

Abonmarche will refine the site design and prepare the preliminary engineering drawings. An opinion of probable construction cost will be developed concurrently with the design process. The preliminary design will consider changing water levels, floodplain elevations, and the City's long term/future site development plan. The design will balance cost with anticipated maintenance needs and regulatory considerations. Preliminary drawings will then be submitted to the City for review and once finalized, will be used for permitting.

Task 4 – Joint Permit Application

The initial phase JPA site plan includes the timber boardwalk, timber ice piles, and the floating kayak launch, because these activities propose minor impacts below the 1% annual chance (100-yr) floodplain and ordinary high-water mark (OHWM), they fall within EGLE's jurisdiction. For the second phase, the new boat launch construction and timber skid pier would need to be applied for in a separate JPA since they interface with the St. Joseph River.

Alternatively, the boat launch and timber skid pier could be added to the existing JPA which is currently in process, but this is not recommended since it may delay the original application. The MDNR Fisheries department has indicated a concern for threatened and endangered species such as mussels, where a new boat launch (requiring temporary cofferdam construction) might complicate the permit process, and it would be best to keep separate. If there is a strong desire or other reason to combine the applications, this task would still be needed to complete the necessary application revisions and updates.



Task 5 – Permit Processing

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

Task 6 – Final Design, Reviews, Bid Package

This task includes advancing the approved preliminary design into detailed construction documents. The deliverables for this task will include site layout and dimensioning, grading plan, detailed documents for construction of related features and a landscape plan. Abonmarche will prepare specifications and bidding documents suitable for bidding the project to qualified contractors. We will also prepare contract documents using templates from the Engineers Joint Contract Documents Commission. Bid documents will be submitted for owner and granting agency review, as required. If needed, minor adjustment to the documents will be completed after review.

Task 7 – Bid & Award Assistance

Abonmarche will distribute project advertisements to the local newspaper and to qualified contractors known to Abonmarche. The bid will be administered electronically through Abonmarche's online bidding website or as appropriate based upon grant bid requirements. We will address questions and issue addenda as needed. Fees for advertising will be paid by the City.

This phase includes attendance at a pre-bid conference and bid opening. Abonmarche will tabulate bids, review bidder references, and submit an award recommendation to the City.

Task 8 – Construction Administration

Abonmarche will administer construction, including preparation and coordination of the final construction agreement, processing pay estimates, requests for information (RFIs), submittals, change orders, punch list, and related construction administration duties. Services will include an estimated eight (8) weeks of construction and a maximum of nine (9) site visits to note and discuss the progress of construction. No full-time inspector will be on site for observations, apart from completing concrete testing during the placement of concrete sidewalk, concrete parking, and asphalt parking. Abonmarche will attend and conduct all meetings necessary for the administration of the construction contract. This is anticipated to include the pre-construction meeting, up to six weekly progress meetings, a punch list walk-through, and site visit for verification of completion and final acceptance. At the close of construction, we will conduct a final walk-through to develop a punchlist of items to address before contract closeout. We will administer the construction phase until the project has been closed out.



Task 9 – Construction Staking

Abonmarche will complete construction staking per contractor requests. We have estimated a total of two rounds of staking will be required, however, if our efforts exceed the budget, or if multiple rounds of staking/re-staking are required, we will complete these efforts on a time and materials basis. In the event that more than two rounds of staking are needed, costs for re-staking may be passed along to the contractor if desired and if spelled out in the contract documents.

Task 10 – Grant Processing

Abonmarche will assist with the steps required to comply with the DNR grant process. These steps include grant agreement execution, approval process for plans and specifications for bidding, bid award approval, reimbursement requests and grant closeout documentation.

EXCLUSIONS & ASSUMPTIONS

Our proposal does not include any fees for obtaining record information or permit application fees. We recommend budgeting up to \$2,000 for EGLE permit application fees. The following services are specifically excluded from this proposal. If a need is identified, Abonmarche is available to provide a proposal at your request.

- Environmental/special studies if required by regulatory agencies, such as wetland delineations, mussel surveys, historic preservation, tribal/archeological investigations, and/or threatened/endangered species studies, etc.
- Geotechnical investigations.
- Hydraulic modeling.
- Public meetings/presentations.

MEETINGS AND SCHEDULE

This proposal anticipates up to two (2) in-person meetings in Buchanan, aside from construction administration. Abonmarche will conduct a project initiation meeting, along with a design meeting, at Buchanan City Hall. On-site progress meetings will be held during construction on a weekly or bi-weekly (every two weeks) basis. We anticipate that the initiation meeting can be scheduled within approximately four (4) weeks of the notice to proceed. Preliminary drawings will be completed within four (4) weeks of the project initiation. Note that the EGLE permit process typically takes 3-6 months and can extend longer depending upon agency workload and project specific considerations. Abonmarche will prepare a final bid package for City review within 6 weeks of permit issuance.



FEES

We propose to complete the above scope for the following lump sum fees, except where otherwise noted, excluding permit fees, and noted exclusions. An alternate reduced fee schedule is provided if the boat launch project is bid and constructed with the kayak launch project as a single construction contract project.

Task	Fee	Reduced Fee ⁽¹⁾
Task 1 – Project Kick-off Meeting	\$ 1,900	\$ 1,900
Task 2 – Topographic/Hydro. Survey (prev. completed)	\$ 0	\$ 0
Task 3 – Preliminary Engineering	\$ 12,700	\$ 12,700
Task 4 – Joint Permit Application	\$ 3,100	\$ 3,100
Task 5 – Permit Processing ⁽¹⁾	\$ 2,300	\$ 2,300
Task 6 – Final Design, Reviews, Bid Package	\$ 14,500	\$ 14,500
Task 7 – Bid & Award Assistance	\$ 1,900	\$ 0 ⁽¹⁾
Task 8 – Construction Administration	\$ 14,440	\$ 5,100 ⁽¹⁾
Task 9 – Construction Staking	\$ 2,400	\$ 2,400
Task 10 – Grant Processing	\$ 1,600	\$ 1,600
Total Fee:	\$ 54,800	\$ 45,500

- (1) Reduced Fee if the boat launch project is bid and constructed concurrently with the kayak launch project.
- (2) Task 5, permit processing is intended as a budget, assuming a straightforward permitting process. If agencies require significant correspondence, follow-ups, revisions, etc. we will notify you before exceeding the budget herein.

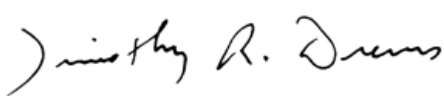
Your signature on the attached standard professional services agreement will authorize us to commence the work. If you have any questions or need further clarification, please feel free to contact me at (269)926-4559 or mmorphey@abonmarche.com.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



Michael Morphey, PE, LEED AP
Waterfront Group Director



Timothy R. Drews, PE, PTOE, RSP
Chief Control Officer

Attachments: Professional Services Agreement

cc: Daryl S. Knip, PE
Martin Rivas, PE





Professional Services Agreement

Abonmarche Project Number: _____

AGREEMENT between (Client name), City of Buchanan (Date) _____

(Client address) 302 N Redbud Trail, Buchanan, MI 49107 (Phone) _____

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

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 95 W. Main Street, Benton Harbor, MI 49022

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

(Project Name) Buchanan Boat Launch Improvements (Location) Buchanan, MI

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

(Scope of work) See attached proposal dated 3/7/2025 (R1)

(Project schedule) See attached proposal dated 3/7/2025 (R1)

(Special Provisions) See attached proposal dated 3/7/2025 (R1)

Abonmarche's proposal/work plan, dated 3/7/2025 (R1) is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

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

(Fee/Type) See attached proposal dated 3/7/2025 (R1)

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

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

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

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

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

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: <u>Daryl Knip</u> <small>Digitally signed by Daryl Knip DN: C=U.S., E=dknip@abonmarche.com, O=Abonmarche, CN=Daryl Knip Date: 2025.03.07 11:43:56-0500</small>
Signature: _____	Printed Name: _____	Printed Name: <u>Daryl S. Knip</u>
Printed Name: _____	Date of Birth: _____	Title: <u>Chief Executive Officer</u>
Date Signed: _____	Driver's License #: _____	Originating Office: <u>Abonmarche Consultants, Inc. 95 W. Main Street Benton Harbor, MI 49022</u>
Federal Tax ID: _____	Employed by: _____	Date Signed: <u>March 7, 2025</u>
	Address: _____	
	City/State _____	
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$0_____ (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.
9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

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

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

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

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

End of Agreement

March 19, 2025

Tony McGhee, City Manager
City of Buchanan
302 N Redbud Trail
Buchanan, MI 49107

**RE: Proposal for Professional Services
Downtown Parking & Event Space Project**

Dear Mr. McGhee:

Abonmarche is pleased to submit this proposal to provide engineering services for the City of Buchanan's Downtown Parking & Event Space Project. This proposal is based on our current understanding of the scope of the project.

PROJECT SCOPE

It is our understanding that the proposed project consists of design and completion of construction drawings and specifications for bidding of a parking lot and flexible plaza space near Buchanan Commons Community Area in downtown Buchanan (see below). The space is intended to be a flexible utilitarian space to support the existing Community Area and farmers market adjacent to the project site. Abonmarche is happy to have secured the City of Buchanan a USDA Rural Development Business Grant (RDBG) for \$73,800 to develop plans and specifications for future bidding of the project.



We anticipate that the project will generally entail the following work:

- Topographic survey of the project area(s)
- Soil borings of Area A and Area B
- Schematic design of a parking lot in Area A and a community event plaza/flex space in Area B
 - Up to three design options will be developed on a preliminary level for review with city staff before selecting the preferred concept
- Advancement of approved schematic design into biddable construction drawings and technical specifications for contractor pricing.
- USDA Rural Development Business Grant administration and documentation.

SCOPE OF SERVICES

We have structured this proposal to follow RDBG requirements and achieve the grant's goals. The following will detail our scope of services, proposed schedule and fees for the project.

Task #1: Project Kick-Off and Programming

Abonmarche will participate in an in-person project kick-off meeting with City staff and other appropriate project stakeholders to begin the design process. The kick-off meeting will confirm:

1. Project area, ownership, and access.
2. Client, owner, developer and/or user goals, objective, and interests.
3. Neighboring property owner, tenant, and other stakeholder interests.
4. Probable proposed improvements.
5. Probable jurisdictional interests, regulations, and processes.
6. Comparable projects and best practices.
7. Budgeted costs.
8. Client and consultant responsibilities.
9. Preliminary schedule.
10. Other administrative considerations.

Abonmarche will also conduct an existing conditions site observation visit and photograph the project area and immediate surroundings in order to identify readily apparent physical conditions and patterns of use. This site visit will ideally take place with project stakeholders in order to discuss vision, goals, and ideas for the spaces.

Task #2: Topographic Survey

This task includes performing a topographic and boundary surveying of the project area and 50' beyond the proposed improvements. The survey will show boundary lines, location of the existing surface features and vegetation, observed above-ground evidence of utilities and installed storm drainage features, and will depict elevation data in one-foot interval contour lines. Data will be collected based on the Michigan State Plane Coordinate System, with elevations referenced to the North American Vertical Datum of 1988. Title work for the property will be requested from the City to complete the base planset. We will draft the existing site survey information into AutoCAD format for use as a base plan for the tasks noted below.



Task #3: Geotechnical Investigation

This task will involve subconsulting with a qualified geotechnical firm to perform soil borings and provide any necessary pavement recommendations for the parking and event space. We anticipate one soil boring at Area A at a depth of 10 feet and one soil boring at Area B at a depth of 10 feet, for a total of two borings and 20 feet total.

Task #4: Schematic Design

This task includes preparation of up to three (3) preliminary design concept plan options illustrating the organization, scale, and character of the proposed site improvements. The three concept options will include preliminary cost estimates for comparison and budgeting purposes.

We will meet with Buchanan staff to review the design options in person to gather input and preferences. Based on feedback provided, we will refine the preferred concept plan and prepare a Final Schematic Parking and Event Space Plan. This concept will be presented at a public Design Review Open House hosted by Abonmarche at the City's preferred location for any public feedback to incorporate. Once finalized, this plan will be further developed into a full planset for future competitive bidding (outside of this proposal and scope of services) in Task #5 below.

Task #5: Final Design

This task includes advancing the schematic plan into drawings and technical specifications for estimating and bidding purposes. The anticipated documents include:

1. Drawings, including the following sheets:
 - a. Cover Sheet
 - b. Topographic Survey
 - c. Standard Notes & Details
 - d. Removal Plan
 - e. Site Layout and Materials Plan
 - f. Grading Plan
 - g. Drainage and Utilities Plan, including any stormwater design necessary
 - h. Landscape Plan
 - i. Soil Erosion & Sedimentation Control Plan
 - j. Structural design for a potential modular block retaining wall as indicated in a preliminary site walk with Buchanan staff
 - k. Electrical, mechanical, and/or plumbing design for food truck utility access points and related concepts
 - l. Pre-engineered/fabricated structures
 - i. Should a pre-engineered structure be selected for shelter, community space, etc., structural and architectural details for incorporation with the site will be included. However, reference to the manufacturer's design and installation recommendations will be followed.
 - m. Construction Details



- 2. Written Technical Specifications that follows the requirements of the USDA RDBG Grant and accompany the scope in the planset above.
- 3. Final opinion of probable construction costs.

Task #6: Grant Administration

This task includes assisting the City with USDA Rural Development Business Grant administration requirements per applicable federal compliance requirements. We will also assist with preparation of grant project and expenditure reports every 90 days, and other reporting requirements as needed.

Proposed Schedule:

Based on a March 24th council approval and signed proposal soon thereafter, we anticipate proceeding according to the following schedule.

<u>Task</u>	<u>Timeline</u>
Task #1: Project Kick-Off and Programming	Early April 2025
Task #2: Topographic Survey	Early April 2025
Task #3: Geotechnical Investigation	May 2025
Task #4: Schematic Design	May – July 2025
Task #5: Final Design	July – August 2025
Task #6: Grant Administration	April – September 2025
Project Wrap-up	September 2025 per grant requirements

Proposed Fees:

Our fees to complete the above scope of services are proposed as follows:

TOTAL \$73,800.00

ADDITIONAL WORK/EXCLUSIONS

The following additional scope elements are not included with the scope of work above. If necessary, Abonmarche will submit a proposal for these additional items of work.

- 1. Competitive bidding assistance as excluded per grant requirements
- 2. Any construction assistance as excluded per grant requirements, including administration, construction staking, and materials testing
- 3. Architectural/structural design of a proposed structure
 - a. Any proposed structures are assumed to be manufacturer pre-engineered/fabricated products to be incorporated in the plans
- 4. Permitting
 - a. We anticipate the following permits will be needed for this project to be constructed and have designated who the appropriate party will be to obtain the permit:
 - i. SESC – by contractor
 - ii. Electrical service – by contractor



- iii. Right of Way permit – by contractor
 - iv. Discharge permit into McCoy Creek – assumed through the Berrien County Drain Commissioner before construction would commence. This would be applied for outside of this proposal due to grant constraints and unknown construction timeframes.
5. Illustrative 3D renderings


We appreciate the opportunity to collaborate with you on this exciting project. To authorize the commencement of the outlined work, please sign the attached Professional Services Agreement. Should you have any questions or require further clarification, feel free to reach out to my office at 231.299.2220 or via email at lbectel@abonmarche.com.

Sincerely,

ABONMARCHE



Leah Bectel, PE
Project Manager

Timothy R. Drews, PE  Digitally signed by Timothy R. Drews, PE
DN: c=US, e=tdrews@abonmarche.com,
ou=Abonmarche Consultants, Inc.,
cn=Timothy R. Drews, PE
Date: 2025.03.19 08:29:36-0400

Tim Drews, PE, PTOE, RSP
Chief Control Officer





Professional Services Agreement

Abonmarche Project Number: _____

AGREEMENT between (Client name), City of Buchanan (Date) 03/19/2025

(Client address) 302 N Redbud Trail, Buchanan, MI 49107 (Phone) 269.927.2295

(Cell) NA (Fax) NA (Email) tmcghee@cityofbuchanan.com hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 11 N 6th Street Grand Haven, MI 49417

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:
(Project Name) Downtown Parking & Event Space Project (Location) Buchanan, MI

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:
(Scope of work) Per attached proposal dated 03/19/2025.

(Project schedule) Per attached proposal dated 03/19/2025.

(Special Provisions) None.

Abonmarche's proposal/work plan, dated March 19, 2025 is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:
(Fee/Type) Lump Sum \$73,800

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

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

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

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

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

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: <u>Timothy R. Drews, PE</u> <small>Digitally signed by Timothy R. Drews, PE DN: cn=Tim Drews, o=Abonmarche Consultants, Inc., cn=Timothy R. Drews, PE Date: 2025.03.19 08:30:00-0400</small>
Signature: _____	Printed Name: _____	Printed Name: <u>Tim Drews, PE, PTOE, RSP</u>
Printed Name: <u>Tony McGhee</u>	Date of Birth: _____	Title: <u>Chief Control Officer</u>
Date Signed: _____	Driver's License #: _____	Originating Office: <u>Abonmarche Consultants, Inc. 95 W Main St Benton Harbor, MI 49022</u>
Federal Tax ID: _____	Employed by: _____	Date Signed: <u>03/19/2025</u>
	Address: _____	
	City/State _____	
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$0 _____ (retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.
9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

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

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

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

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

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

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

End of Agreement



March 10, 2025

City of Buchanan

RE: 2025 Capital Improvement Bonds – Streetscape Project

Dear City of Buchanan Commission,

Bendzinski & Co. Municipal Finance Advisors would like to thank you for the opportunity to serve as the Registered Municipal Advisor to the City of Buchanan (the "Issuer"), for the issuance of the above referenced issue. This letter will confirm the terms of our engagement.

- Act on behalf of the Issuer with a fiduciary duty, which shall include a duty of loyalty and a duty of care in accordance with the rules and regulations set forth by the Municipal Securities Rulemaking Board ("Board" or "MSRB") and the Securities and Exchange Commission ("SEC");
- If necessary, prepare with officials of the Issuer, the forms required by the Municipal Finance Division of the Michigan Department of Treasury;
- Prepare complete financial information in cooperation with officials, in order to arrive at the amount of the issue to be sold;
- Prepare a time schedule, illustrating the steps necessary to issue the bonds for the project;
- Assist the Issuer in preparing a Term Sheet, outlining all the details of the proposed financing;
- A representative of Bendzinski & Co. shall review the proposal for compliance with the terms set forth by the Issuer in the Term Sheet;
- Prepare settlement statement and final schedule of principal and interest requirements and closing memo;
- Plan and arrange for the closing and settlement of the delivery of the Bonds; and
- Usual and customary Registered Municipal Advisor services as may be requested by the Issuer.

Bendzinski & Co. proposes a fee of \$8,500. This fee includes all out-of-pocket expenses, time incurred and meeting attendance.



We believe this provides you with the outline of the services we provide. The Registered Municipal Advisor fee is contingent upon the closing and delivery of the bonds. Although this form of compensation may be customary, it presents a conflict because Bendzinski & Co. may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Issuer. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Bendzinski & Co. may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Bendzinski & Co. manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Issuer which require it to put the interests of the Issuer ahead of its own.

The Municipal Advisory Council of Michigan (the “MAC”) assesses Bendzinski & Co., a \$450.00 fee for every bond issue where we act as municipal advisor in the State of Michigan. This fee will be included in the overall bond costs of issuance. Our membership in the MAC is voluntary, but the per bond issue assessment is meant to cover costs for credit reports and similar information available from the MAC that is used in the offering document and in other states is billed directly by a third-party. The MAC is a single-source municipal database for essential bond and note details for all local government issuers in Michigan. Among 23 distinctive credit reports, the MAC is the primary source for Issuer’s debt statements, overlapping debt and indirect debt, as used to determine suitability and as disclosed in official statements, (if applicable). The MAC tracks, monitors and records all Michigan new issue bond sales, whether competitive, negotiated or private placements and bond calls. The MAC does not do any lobbying. Robert J. Bendzinski, currently serves on the MAC Board of Directors.

Bendzinski & Co. is registered as a “municipal advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Bendzinski & Co. is required to disclose to the SEC information regarding any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Bendzinski & Co. Pursuant to MSRB Rule G-42, Bendzinski & Co. is required to disclose any legal or disciplinary event that is material to the Issuer’s evaluation of Bendzinski & Co. or the integrity of its management or advisory personnel. Bendzinski & Co. has determined that no such event exists as there are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Bendzinski & Co. that were required to be reported to the SEC.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.



Copies of Bendzinski & Co.'s filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page, which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Bendzinski & Co. or for our CIK number which is 1614475.

It is understood and agreed that either party to this contract of employment may terminate the contract for any reason upon thirty (30) days prior written notice to the other party. If our employment on this basis is agreeable to you, please endorse your acceptance hereof on this letter which will constitute our contract of employment.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BENDZINSKI & CO.
Municipal Finance Advisors

Andy Campbell, CPA
Registered Municipal Advisor

Accepted: _____, 20__

CITY OF BUCHANAN, STATE OF MICHIGAN

Signature: _____

Printed Name: _____

Title: _____

Sent via email: TMcGhee@cityofbuchanan.com

March 18, 2025

Mr. Tony McGhee, City Manager
City of Buchanan
302 N. Redbud Trail
Buchanan, MI 49107-1351

RE: 2025 Road Rehabilitation

Dear Mr. McGhee:

Prein&Newhof is pleased to present our Professional Services Agreement to perform engineering services on the above referenced project.

We understand that the City anticipates spending \$500,000 on the upcoming 2025 road rehabilitation projects. The City has identified five (5) potential streets, as follows:

1. Liberty Street (Front to Rynearson) – currently gravel
2. Red Bud (5th Street to the apartment drive south of Fulton)
3. River Street (Bridge to 440 feet west of the Bridge)
4. Terra Coupe (Front Street to the cemetery)
5. Rynearson (Liberty to E. City limits)

We understand the funding may not be enough to complete every project. Therefore, the City would like to bid all 5 streets as a single package, allowing the City to determine which streets to award based on the contractor's bids. We understand the City wishes to have these projects completed as soon as possible to coincide with when asphalt plants open for the season.

Our services include preparing a scope of the recommended improvements for the 5 streets and a bid package in letter format. The bid package will include exhibits showing the construction limits, proposed cross-sections, description of the detailed scope for each street, and estimated quantities. Once bids are received, we will make a recommendation for award to the City and upon award notify the Contractor to proceed. Once construction begins, we will mark the project limits and provide part-time inspection of the removal/milling process. We will also perform density checks on each layer of construction (such as subgrade, subbase and base). During asphalt paving, we will check yield (thickness) and density of the asphalt to confirm it is within specification. We estimate 5 days of paving for these projects (3 days for base course and 2 days for top course). Following construction, we will verify quantities with the Contractor and recommend payment to the City.

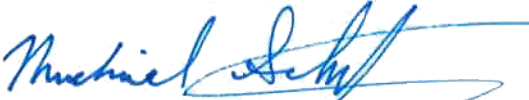
We propose to perform these services on a time and material basis, estimated at \$11,000. See attached fee spreadsheet for a detailed breakdown. At this time, we estimate that we can be ready to solicit bids from contractors within 2 weeks from authorization to proceed.

Mr. Tony McGhee
March 18, 2025
Page 2

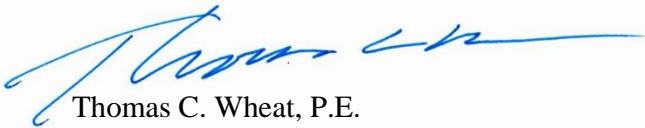
If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, please contact our office.

Sincerely,

Prein&Newhof



Michael A. Schwartz, P.E.



Thomas C. Wheat, P.E.

MAS:TCW:jmw:dj

Enclosures: Professional Services Agreement (2 pg.), Terms & Conditions (3 pg.)
Fee Breakdown (1 pg.)

Project No. _____

Professional Services Agreement

This Professional Services Agreement is made this ____ day of _____, 2025 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 1707 South Park Street, Suite 200, Kalamazoo, MI 49001, and City of Buchanan (“Client”), of 302 N. Redbud Trail, Buchanan, MI 49107-1351.

WHEREAS Client intends to:

Complete 2025 Road Rehabilitation

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For P&N
Name: Michael A. Schwartz, P.E.
Title: Project Manager
Phone Number: (269) 372-1158
Facsimile Number: (616) 364-6955
Email: mschwartz@preinnewhof.com

For Client
Name: Tony McGhee
Title: City Manager
Phone Number: (269) 695-3844 x15
Facsimile Number: _____
Email: tmcghee@cityofbuchanan.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated March 18, 2025

Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

Lump Sum for Services Described in Article 3 above - \$_____.

Additional services to be billed per P&N’s Standard Rate Schedule in effect on the date the additional service are performed.

Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed. Estimated at \$11,000.

Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Accepted for:

Prein&Newhof, Inc.

Client: _____

By: _____

By: _____

Printed Name: Thomas C. Wheat, P.E.

Printed Name: _____

Title: Team Leader

Title: _____

Date: _____

Date: _____

Standard Terms & Conditions

A. General - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

B. Standard of Care - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.

C. Disclaimer of Warranties - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.

D. Construction/Field Observation - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.

E. Construction Means and Methods - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.

F. Opinions of Probable Costs – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer’s surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does

not detect the presence of contaminants through techniques commonly employed.

4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to underground utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue. Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee

L. Indemnification – Client shall indemnify Engineer from and against any and all claims, liabilities, losses, and damages, arising from bodily injury or death of any person and/or damage or loss of any property, but only to the extent they result or arise out of the willful or negligent acts, omissions, or errors of Client or its contractors, subcontractors, consultants or anyone for whom the Client is legally liable. Nothing in this Agreement shall require Client to defend Engineer from claims, or to indemnify Engineer for any amount greater than the degree of fault of Client, its contractors, subcontractors, consultants or anyone for whom the Client is legally liable. This indemnity shall survive the expiration and termination of the Agreement. However, this survival shall be no longer than the expiration of the applicable statute of limitations.

M. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.
3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.

- N. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- O. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the Project. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- P. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of termination, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- Q. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- R. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- S. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- T. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- U. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- V. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- W. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by a third party.
- X. Fee Escalation** - Engineer's fees are based on its billing rates, which are adjusted annually. For multi-year projects, Engineer's fees incorporate an estimate of future billing rates. If inflation causes actual billing rates to exceed these estimates, Engineer reserves the right to adjust its fees accordingly.

Professional Hours Worksheet

City of Buchanan - 2025 Street Rehabilitation

2025 Hourly Billing Rate	\$186	\$139	\$139	\$108	\$0.70	Total Cost
Staff Member	Sen. PM	Eng. II	Eng. II	Office Tech	Mileage	
Engineering						
Kickoff Meeting & Site Visit		2				\$0
Exhibits of Limits of Construction	1		2			\$0
Determine cross-section / detail for each road	1	1				\$0
Estimate Quantities for proposal	2					\$0
Prepare solicitation Letter to Contractors	2					\$0
Issue Solicitation Package (RFP)				1		\$0
Answer Bidders' Questions	1					\$0
Accept, Tabulate & Review Bids, Recommend Award	1			1		\$0
Inspection services - milling & removal		10			150	\$1,500
Inspection services - gravel & subbase density		10			150	\$1,500
Inspection service - paving (assume 5 days)		50			600	\$7,370
Confirmation of quantities with contractor	1	1				\$330
Recommend payment letter	1			1		\$300
Project Grand Total	10	74	2	3	900	11,000

Notes:
 performed under USDA downtown project
 performed under USDA downtown project
 performed under USDA downtown project
 performed under USDA downtown project
 performed under USDA downtown project
 performed under USDA downtown project
 performed under USDA downtown project
 performed under USDA downtown project



CITY OF BUCHANAN
RESOLUTION 2025.03/11

A RESOLUTION OF ESTABLISHING RENTAL DWELLING UNIT REGISTRATION/INSPECTION FEES

The following preamble and resolution were offered by Commissioner **** and supported by Commissioner *****.

WHEREAS, the City Commission approved ordinance 2025.03/441 an ordinance for dwelling unit registration; and,

WHEREAS, the owners of rental dwellings shall register the dwelling in the city on an application on a form provided by the city; and,

WHEREAS, by the time an application is filed a registration fee must be paid in full,

NOW THEREFORE BE IT RESOLVED, that the Buchanan City Commission approves the annual registration fee for long-term rentals to be \$35.00 per year starting July 1, 2025, and \$125.00 per year for short-term rentals (as soon as allowed).

- AYES: Commissioners
- NAYS: None
- ABSTAIN: None
- ABSENT: None

Kalla Langston, City Clerk

CERTIFICATE

I, Kalla Langston, Clerk of the City of Buchanan, Michigan, do hereby certify that the above is a true and correct copy of the Resolution which was adopted by the City Commission at a meeting held on Monday at 7:00p.m. at the Buchanan City Hall located at 302 N. Redbud Trail Buchanan, Michigan, with a quorum present.

Kalla Langston, City Clerk



**CITY OF BUCHANAN
RESOLUTION 2025.03/12**

A RESOLUTION TO IMPOSE A MORATORIUM ON THE REGISTRATION OF SHORT-TERM RENTAL UNITS IN THE CITY OF BUCHANAN

The following preamble and resolution were offered by Commissioner *****and supported by Commissioner *****.

WHEREAS, in March of 2025, the City Commission adopted an ordinance requiring the registration of rental dwellings; and

WHEREAS, the City Commission desires to take a proactive stance on the establishment of short-term rentals in the community to balance commerce with the character and stability of neighborhoods in certain districts by, ensuring the interests of long-term residents are protected, preservation of enrollment in local schools, and encouraging the availability of long-term housing stock, and avoiding significant increases in the cost of housing in the community for year-round residents and avoiding the creation of a significant number of vacant homes in the winter months and increasing level of noise, traffic and on-street parking in the community's traditional neighborhoods; and

WHEREAS, where the City Commission is not against the presence of short-term rentals in the community but does want to work to develop a healthy balance between short-term rentals and traditional year-round residences; and

WHEREAS, the City Commission is interested in considering appropriate ordinance to address this concern relating to short-term rentals and;

WHEREAS, Established short-term rentals will continue to operate as long as they abide by the rental dwelling registration ordinance during the moratorium period and can demonstrate that the property was an existing short-term rental in existence as of the date of adoption of this resolution by means of either demonstrated listing on an established short-term rental site such as Airbnb or VRBO; and

WHEREAS, the City Commission is directing the City's Planning Commission to develop a policy regarding the number of short-term rentals the City shall permit and in what areas of town they should be allowed for the Commission's consideration; and

WHEREAS, the city intends to draft and adopt new ordinances and/or regulations governing short-term rental within 8 months of the date of this resolution.

NOW THEREFORE BE IT RESOLVED, that the Buchanan City Commission resolves the as follows:

Beginning as of the date of adoption of this resolution and continuing for 8 months thereafter, the City shall not accept any new applications to register short-term rental units, pursuant to City ordinances. Any short-term rental can not be lawfully established or operated unless registered with the City. This resolution has no effect on proven established short-term rentals in existence as of the date of this resolution. All prior City Commission resolutions and parts of resolutions, to the extent of any conflict with this resolution, are hereby rescinded.

AYES:
NAYS:
ABSTAIN:
ABSENT:

Kalla Langston, City Clerk

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

I, Kalla Langston, Clerk of the City of Buchanan, Michigan, do hereby certify that the above is a true and correct copy of the Resolution which was adopted by the City Commission at a meeting held on Monday, March 24th at 7:00 p.m. at the Buchanan City Hall located at 302 N. Redbud Trail Buchanan, Michigan, with a quorum present.

Kalla Langston, City Clerk

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
02/28/2025	AP	ABONMARCHE CONSULTANTS, INC. GRANTS & SPECIAL PROJECTS Vnd: 0202 Invoice: 157049	Invoice: 157049 Ref#: 30104 (BUCHANAN KAYAK LAUNCH - SERVICES RENDERE) 101-700.000-967.002 101-000.000-202.000	2,380.00	2,380.00
		Expected Check Run: 03/24/2025		2,380.00	2,380.00
02/28/2025	AP	ABONMARCHE CONSULTANTS, INC. CONTRACTUAL Vnd: 0202 Invoice: 157044	Invoice: 157044 Ref#: 30106 (MCCOY CREEK CULVERT - ENGINEERING SERVIC) 214-000.000-818.000 214-000.000-202.000	4,130.80	4,130.80
		Expected Check Run: 03/24/2025		4,130.80	4,130.80
03/18/2025	AP	ALS GROUP USA, CORP. LAB ANALYTICAL SERVICE Vnd: 1693 Invoice: 3313HN23388	Invoice: 3313HN23388 Ref#: 30094 (WWTP EFFLUENT ANALYSIS) 592-590.000-820.000 592-000.000-202.000	125.00	125.00
		Expected Check Run: 03/24/2025		125.00	125.00
03/18/2025	AP	AUSRA KUBOTA, INC. MISCELLANEOUS SUPPLIES Vnd: 0820 Invoice: IN10307	Invoice: IN10307 Ref#: 30130 (PARTS FOR 3990 MOWER) 101-441.000-756.000 101-000.000-202.000	507.06	507.06
		Expected Check Run: 03/24/2025		507.06	507.06
03/18/2025	AP	BENJAMIN SASS STUDIO MARKETING PLAN Vnd: 2354 Invoice: 01BUC	Invoice: 01BUC Ref#: 30105 (MCCOY CREEK GROUNDBREAKING - VIDEO WORK) 101-700.000-805.000 101-000.000-202.000	495.00	495.00
		Expected Check Run: 03/24/2025		495.00	495.00
03/18/2025	AP	BERRIEN COUNTY RECORD LEGAL NOTICES & RECORDINGS Vnd: 0339 Invoice: 03.06.25	Invoice: 03.06.25 Ref#: 30110 (LEGAL NOTICE - 440 FIRE PREVENTION & PRO) 101-215.000-903.000 101-000.000-202.000	477.00	477.00
		Expected Check Run: 03/24/2025		477.00	477.00
03/18/2025	AP	BEST ONE TIRE & SERVICE MAINTENANCE - VEHICLE Vnd: 2080 Invoice: 4430042254	Invoice: 4430042254 Ref#: 30128 (2 NEW TIRES FOR 01 INTERNATIONAL) 101-441.000-939.000 101-000.000-202.000	686.99	686.99
		Expected Check Run: 03/24/2025		686.99	686.99

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
03/18/2025	AP	BEST ONE TIRE & SERVICE MAINTENANCE - VEHICLE Vnd: 2080 Invoice: 4430042161	Invoice: 4430042161 Ref#: 30129 (BRAKE CHAMBER REPLACEMENT & EXHAUST REPA 101-441.000-939.000 101-000.000-202.000	595.70	595.70
		Expected Check Run: 03/24/2025		595.70	595.70
03/18/2025	AP	BURNS TERRY CONFERENCES AND WORKSHOP Vnd: 2188 Invoice: 03.11.25	Invoice: 03.11.25 Ref#: 30100 (RIEMBURSEMENT FOR MILEAGE & MEAL FOR MRW) 592-590.000-864.000 592-000.000-202.000	247.80	247.80
		Expected Check Run: 03/24/2025		247.80	247.80
03/18/2025	AP	COMCAST BUSINESS TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE Vnd: 1722 Invoice: 03.03.25-04.02.25 Vnd: 1722 Invoice: 03.03.25-04.02.25	Invoice: 03.03.25-04.02.25 Ref#: 30095 (MOTHLY CYCLE) 592-590.000-853.000 101-441.000-853.000 101-567.000-853.000 592-000.000-202.000 101-000.000-202.000	414.40 296.62 171.19	414.40 467.81
		Expected Check Run: 03/24/2025		882.21	882.21
03/18/2025	AP	DETROIT SALT COMPANY ROAD MAIN. MATERIAL & SUPPLIES ROAD MAIN. MATERIAL & SUPPLIES Vnd: 2137 Invoice: SI25-30952 Vnd: 2137 Invoice: SI25-30952	Invoice: SI25-30952 Ref#: 30125 (SALT FOR 25/26 SNOW SEASON) 202-463.000-782.000 203-463.000-782.000 202-000.000-202.000 203-000.000-202.000	3,297.14 3,297.14	3,297.14 3,297.14
		Expected Check Run: 03/24/2025		6,594.28	6,594.28
03/18/2025	AP	DETROIT SALT COMPANY ROAD MAIN. MATERIAL & SUPPLIES ROAD MAIN. MATERIAL & SUPPLIES Vnd: 2137 Invoice: SI25-30968 Vnd: 2137 Invoice: SI25-30968	Invoice: SI25-30968 Ref#: 30126 (SALT FOR 25/26 SNOW SEASON) 202-463.000-782.000 203-463.000-782.000 202-000.000-202.000 203-000.000-202.000	6,679.00 6,679.00	6,679.00 6,679.00
		Expected Check Run: 03/24/2025		13,358.00	13,358.00
03/18/2025	AP	ETNA SUPPLY CO. METERS-HYDRANTS-FITTINGS Vnd: 0919 Invoice: S106157746.001	Invoice: S106157746.001 Ref#: 30144 (METER GASKET SETS) 592-591.000-729.002 592-000.000-202.000	206.00	206.00
		Expected Check Run: 03/24/2025		206.00	206.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
02/28/2025	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL Vnd: 2228 Invoice: 1520	Invoice: 1520 Ref#: 30112 (FEBRUARY 2025 IT SUPPORT & ADMIN - CEMET) 101-567.000-818.000 101-000.000-202.000	55.35	55.35
		Expected Check Run: 03/24/2025		55.35	55.35
02/28/2025	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL Vnd: 2228 Invoice: 1521	Invoice: 1521 Ref#: 30114 (FEBRUARY 2025 IT SUPPORT & ADMIN - CITY) 101-265.000-818.000 101-000.000-202.000	191.70	191.70
		Expected Check Run: 03/24/2025		191.70	191.70
03/18/2025	AP	EXEMPLAR IT SOLUTIONS EXEMPLAR CONTRACT CONTRACTUAL CONTRACTUAL CONTRACTUAL Vnd: 2228 Invoice: 1534 Vnd: 2228 Invoice: 1534	Invoice: 1534 Ref#: 30115 (CONTRACT - MAR 2025 VEEAM BACKUP, MICROS) 101-265.000-818.000 592-590.000-818.000 592-591.000-818.000 101-265.000-818.000 101-000.000-202.000 592-000.000-202.000	658.44 329.22 329.22 950.00	1,608.44 658.44
		Expected Check Run: 03/24/2025		2,266.88	2,266.88
03/18/2025	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL Vnd: 2228 Invoice: 1522	Invoice: 1522 Ref#: 30117 (FEBRUARY 2025 - IT SUPPORT & ADMIN - PD) 101-301.000-818.000 101-000.000-202.000	1,086.75	1,086.75
		Expected Check Run: 03/24/2025		1,086.75	1,086.75
03/18/2025	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL Vnd: 2228 Invoice: 1523	Invoice: 1523 Ref#: 30122 (FEBRUARY 2025 IT SUPPORT & ADMIN - DPW) 101-441.000-818.000 101-000.000-202.000	540.00	540.00
		Expected Check Run: 03/24/2025		540.00	540.00
03/18/2025	AP	EXEMPLAR IT SOLUTIONS CONTRACTUAL Vnd: 2228 Invoice: 1525	Invoice: 1525 Ref#: 30136 (FEBRUARY 2025 IT SUPPORT & ADMIN - WWTP) 592-590.000-818.000 592-000.000-202.000	49.95	49.95
		Expected Check Run: 03/24/2025		49.95	49.95
03/18/2025	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 22497	Invoice: 22497 Ref#: 30119 (REPLACE BATTERY ON CAR 46-7) 101-301.000-939.000 101-000.000-202.000	222.19	222.19
		Expected Check Run: 03/24/2025		222.19	222.19

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
03/18/2025	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 22495	Invoice: 22495 Ref#: 30120 (REPAIR TIRE ON 46-3) 101-301.000-939.000 101-000.000-202.000	318.16	318.16
		Expected Check Run: 03/24/2025		318.16	318.16
03/18/2025	AP	HULL LIFT TRUCK MISCELLANEOUS SUPPLIES Vnd: 0297 Invoice: PSI-0465778	Invoice: PSI-0465778 Ref#: 30132 (PARTS FOR 763 SKIDLOADER) 101-441.000-756.000 101-000.000-202.000	446.97	446.97
		Expected Check Run: 03/24/2025		446.97	446.97
02/28/2025	AP	INDIANA MICHIGAN POWER COMPANY UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES CITY CENTER UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES Vnd: 0131 Invoice: 01.31.25-02.28.25 Vnd: 0131 Invoice: 01.31.25-02.28.25	Invoice: 01.31.25-02.28.25 Ref#: 30102 (FEBRUARY 2025 POWER USAGE) 101-268.000-921.000 101-301.000-921.000 101-441.000-921.000 101-336.000-921.000 101-753.000-921.000 101-265.000-923.000 592-591.000-921.000 101-265.000-921.000 592-590.000-921.000 101-755.000-921.000 101-000.000-202.000 592-000.000-202.000	150.81 570.14 213.24 34.83 434.98 105.82 3,110.21 2,968.68 6,729.58 90.90	4,569.40 9,839.79
		Expected Check Run: 03/24/2025		14,409.19	14,409.19
03/18/2025	AP	INDIANA MICHIGAN POWER COMPANY STREET LIGHTING UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES Vnd: 0131 Invoice: MAR 2025 Vnd: 0131 Invoice: MAR 2025 Vnd: 0131 Invoice: MAR 2025	Invoice: MAR 2025 Ref#: 30103 (MAR 2025 USAGE) 101-441.000-926.000 202-474.000-921.000 592-590.000-921.000 592-591.000-921.000 101-336.000-921.000 101-265.000-921.000 101-371.001-921.000 101-441.000-921.000 101-000.000-202.000 202-000.000-202.000 592-000.000-202.000	486.24 164.78 1,009.24 645.86 382.37 588.88 147.22 1,249.60	2,854.31 164.78 1,655.10
		Expected Check Run: 03/24/2025		4,674.19	4,674.19
03/18/2025	AP	JERRY FLENOR TRAIL GRANT EXPENDITURES Vnd: 1375 Invoice: 3.9.25	Invoice: 3.9.25 Ref#: 30096 (REIMBURSEMENT FOR DONUTS - GROUNDBREAKIN) 401-000.000-970.031 401-000.000-202.000	50.00	50.00
		Expected Check Run: 03/24/2025		50.00	

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
02/28/2025	AP	KENNEDY INDUSTRIES, INC EQUIPMENT MAINT SUPPLIES Vnd: 2190 Invoice: 645258	Invoice: 645258 Ref#: 30097(CHAIN FOR WWTP) 592-590.000-758.000 592-000.000-202.000	204.00	204.00
		Expected Check Run: 03/24/2025		204.00	204.00
03/18/2025	AP	LEADER PUBLICATIONS LLC LEGAL NOTICES & RECORDINGS Vnd: 0231 Invoice: 1955818	Invoice: 1955818 Ref#: 30108(HEARING NOTICE) 101-215.000-903.000 101-000.000-202.000	46.52	46.52
		Expected Check Run: 03/24/2025		46.52	46.52
03/18/2025	AP	LEADER PUBLICATIONS LLC LEGAL NOTICES & RECORDINGS Vnd: 0231 Invoice: 0225	Invoice: 0225 Ref#: 30109(NOTICE) 101-215.000-903.000 101-000.000-202.000	113.84	113.84
		Expected Check Run: 03/24/2025		113.84	113.84
02/28/2025	AP	MICHIANA AGGREGATE, INC. ROAD MAIN. MATERIAL & SUPPLIES Vnd: 0264 Invoice: 250932	Invoice: 250932 Ref#: 30127(MATERIAL FOR RIVER ST ROAD REPAIR) 202-463.000-782.000 202-000.000-202.000	704.55	704.55
		Expected Check Run: 03/24/2025		704.55	704.55
03/18/2025	AP	MPEC MISCELLANEOUS SUPPLIES Vnd: 2315 Invoice: 768979	Invoice: 768979 Ref#: 30131(BRAKE & CARB CLEANER) 101-441.000-756.000 101-000.000-202.000	74.16	74.16
		Expected Check Run: 03/24/2025		74.16	74.16
03/18/2025	AP	MPEC MISCELLANEOUS SUPPLIES Vnd: 2315 Invoice: 769327	Invoice: 769327 Ref#: 30133(2008 FORD F250 STEERING GEAR BOX, PRESSU) 101-441.000-756.000 101-000.000-202.000	670.24	670.24
		Expected Check Run: 03/24/2025		670.24	670.24
01/31/2025	AP	NALCO CROSSBOW WATER CONTRACTUAL Vnd: 1304 Invoice: 6660326599	Invoice: 6660326599 Ref#: 30137(DI WATER SERVICE WWTP) 592-590.000-818.000 592-000.000-202.000	282.92	282.92
		Expected Check Run: 03/24/2025		282.92	282.92

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
01/31/2025	AP	NALCO CROSSBOW WATER CONTRACTUAL Vnd: 1304 Invoice: 6660326987	Invoice: 6660326987 Ref#: 30138 (DI WATER SERVICE WWTP) 592-590.000-818.000 592-000.000-202.000	78.60	78.60
		Expected Check Run: 03/24/2025		78.60	78.60
02/28/2025	AP	NORTH CENTRAL LABORATORIES LAB SUPPLIES Vnd: 0143 Invoice: 516498	Invoice: 516498 Ref#: 30098 (LAB SUPPLIES) 592-590.000-757.000 592-000.000-202.000	1,248.82	1,248.82
		Expected Check Run: 03/24/2025		1,248.82	1,248.82
03/18/2025	AP	PITNEY BOWES POSTAGE Vnd: 2391 Invoice: 03.05.25	Invoice: 03.05.25 Ref#: 30111 (POSTAGE) 101-253.000-730.000 101-000.000-202.000	15.00	15.00
		Expected Check Run: 03/24/2025		15.00	15.00
03/18/2025	AP	POLYDYNE, INC. CHEMICALS Vnd: 0314 Invoice: 1909953	Invoice: 1909953 Ref#: 30139 (POLYMER FOR WWTP) 592-590.000-743.000 592-000.000-202.000	3,167.10	3,167.10
		Expected Check Run: 03/24/2025		3,167.10	3,167.10
03/18/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0169278-IN	Invoice: 0169278-IN Ref#: 30140 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	376.20	376.20
		Expected Check Run: 03/24/2025		376.20	376.20
03/18/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0169320-IN	Invoice: 0169320-IN Ref#: 30141 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	376.20	376.20
		Expected Check Run: 03/24/2025		376.20	376.20
03/18/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0169190-IN	Invoice: 0169190-IN Ref#: 30142 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	376.20	376.20
		Expected Check Run: 03/24/2025		376.20	376.20

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
03/18/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0169229-IN	Invoice: 0169229-IN Ref#: 30143(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	376.20	376.20
		Expected Check Run: 03/24/2025		376.20	376.20
02/28/2025	AP	SEMCO ENERGY ACCT 0157168.501 ACCT 0157576.500 ACCT 0359411.500 ACCT 0374061.500 ACCT 0158995.500 ACCT 0348966.501 ACCT 0158691.500 CITY CENTER/UTIL./REFUNDS UTILITIES BANK FEES AND CHARGES Vnd: 0459 Invoice: 01.29.25-02.27.25 Vnd: 0459 Invoice: 01.29.25-02.27.25	Invoice: 01.29.25-02.27.25 Ref#: 30099(GAS ENERGY USAGE) 101-301.000-921.000 101-336.000-921.000 101-265.000-921.000 592-590.000-921.000 101-265.000-921.000 592-591.000-921.000 592-590.000-921.000 101-265.000-922.000 101-441.000-921.000 101-267.000-956.000 101-000.000-202.000 592-000.000-202.000	430.65 433.76 340.51 61.33 1,207.66 181.71 340.69 198.18 316.92 3.50	2,931.18 583.73
		Expected Check Run: 03/24/2025		3,514.91	3,514.91
03/18/2025	AP	SHANE MASTEN CONTRACTUAL CONTRACTUAL Vnd: 2392 Invoice: 03.04.25 Vnd: 2392 Invoice: 03.04.25	Invoice: 03.04.25 Ref#: 30124(TRACTOR RENTAL - 45 HOURS FOR FALL LEAF) 202-463.000-818.000 203-463.000-818.000 202-000.000-202.000 203-000.000-202.000	3,937.50 3,937.50	3,937.50 3,937.50
		Expected Check Run: 03/24/2025		7,875.00	7,875.00
03/18/2025	AP	SOUTHWESTERN SUPPLY CORP EQUIPMENT MAINT SUPPLIES Vnd: 1847 Invoice: 03/91445	Invoice: 03/91445 Ref#: 30134(TRI POWER V BELT) 592-590.000-758.000 592-000.000-202.000	245.35	245.35
		Expected Check Run: 03/24/2025		245.35	245.35
03/18/2025	AP	SOUTHWESTERN SUPPLY CORP EQUIPMENT MAINT SUPPLIES Vnd: 1847 Invoice: 03/91157	Invoice: 03/91157 Ref#: 30135(CAM LOCK & GASKETS) 592-590.000-758.000 592-000.000-202.000	111.40	111.40
		Expected Check Run: 03/24/2025		111.40	111.40
03/18/2025	AP	STAR UNIFORM RESERVE EQUIPMENT Vnd: 1358 Invoice: 45139-2	Invoice: 45139-2 Ref#: 30118(HEMMING UNIFORM PANTS & PATCHES FOR RES) 101-301.000-970.050 101-000.000-202.000	50.00	50.00
		Expected Check Run: 03/24/2025		50.00	50.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
03/18/2025	AP	STATE OF MICHIGAN CONTRACTUAL Vnd: 2114 Invoice: 551-654357	Invoice: 551-654357 Ref#: 30121 (LEIN TOKEN FEE FROM 1.1.25-3.31.25) 101-301.000-818.000 101-000.000-202.000	33.00	33.00
		Expected Check Run: 03/24/2025		33.00	33.00
03/31/2025	AP	VERIZON WIRELESS TELEPHONE, INTERNET, CABLE Vnd: 2060 Invoice: 6108164050	Invoice: 6108164050 Ref#: 30101 (X3 AIR CARDS FOR PATROL VEHICLES) 101-301.000-853.000 101-000.000-202.000	120.03	120.03
		Expected Check Run: 03/24/2025		120.03	120.03
03/18/2025	AP	VFP FIRE SYSTEM MISCELLANEOUS Vnd: 0651 Invoice: 1025-F406443	Invoice: 1025-F406443 Ref#: 30113 (PEARS MILL ANNUAL INSPECTION - SPRINK) 101-753.000-756.014 101-000.000-202.000	360.00	360.00
		Expected Check Run: 03/24/2025		360.00	360.00
02/28/2025	AP	VITAL RECORDS CONTROL SHREDDING CONTRACT Vnd: 0595 Invoice: 4769814	Invoice: 4769814 Ref#: 30116 (MONTHLY SHREDDING CONTRACT) 101-265.000-818.000 101-000.000-202.000	169.25	169.25
		Expected Check Run: 03/24/2025		169.25	169.25
03/18/2025	AP	WELDY SALES AND SERVICE EQUIPMENT MAINT SUPPLIES Vnd: 1763 Invoice: 28026	Invoice: 28026 Ref#: 30123 (BLADE FOR SAW TO FIX CATCH BASINS/CUT RO) 101-441.000-758.000 101-000.000-202.000	479.98	479.98
		Expected Check Run: 03/24/2025		479.98	479.98
02/28/2025	AP	WIGHTMAN & ASSOCIATES TRAIL GRANT EXPENDITURES Vnd: 1762 Invoice: 92920	Invoice: 92920 Ref#: 30107 (200338 BUCHANAN - WALTON RD PEDESTRIAN F) 401-000.000-970.031 401-000.000-202.000	2,502.65	2,502.65
		Expected Check Run: 03/24/2025		2,502.65	2,502.65
				78,569.29	78,569.29
Cash/Payable Account Totals:					
		ACCOUNTS PAYABLE	101-000.000-202.000		22,566.03
		ACCOUNTS PAYABLE	202-000.000-202.000		14,782.97
		ACCOUNTS PAYABLE	203-000.000-202.000		13,913.64
		ACCOUNTS PAYABLE	214-000.000-202.000		4,130.80
		ACCOUNTS PAYABLE	401-000.000-202.000		2,552.65
		ACCOUNTS PAYABLE	592-000.000-202.000		20,623.20
		TOTAL INCREASE IN PAYABLE:			78,569.29

GL Number	Description	Beginning Balance
101-000.000-001.000	CASH	359,221.13
202-000.000-001.000	CASH	185,929.46
203-000.000-001.000	CASH	252,436.21
209-000.000-001.000	CASH	28,023.99
214-000.000-001.000	CASH	194,905.11
243-000.000-001.000	CASH	66,438.68
246-000.000-001.000	CASH	189.41
248-000.000-001.000	CASH	11,722.32
369-000.000-001.000	CASH	42,500.00
401-000.000-001.000	CASH	105,007.21
469-000.000-001.000	CASH	146,313.92
588-000.000-001.000	CASH	
589-000.000-001.000	CASH	544.87
592-000.000-001.000	CASH	977,707.21
701-000.000-001.000	CASH	169,553.49
703-000.000-001.000	CASH	91,137.05

Beginning GL Balance:	2,631,630.06
Add: Cash Receipts	355,570.97
Less: Cash Disbursements	(469,233.80)
Add: Journal Entries/Other	476,693.60
Ending GL Balance:	2,994,660.83

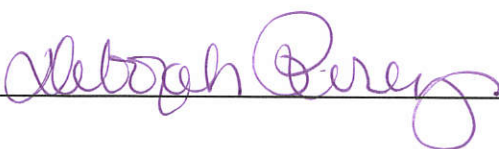
GL Number	Description	Ending Balance
101-000.000-001.000	CASH	420,633.39
202-000.000-001.000	CASH	224,110.26
203-000.000-001.000	CASH	257,341.77
209-000.000-001.000	CASH	28,198.99
214-000.000-001.000	CASH	194,905.11
243-000.000-001.000	CASH	66,438.68
246-000.000-001.000	CASH	189.41
248-000.000-001.000	CASH	11,722.32
369-000.000-001.000	CASH	42,500.00
401-000.000-001.000	CASH	110,248.41
469-000.000-001.000	CASH	137,994.13
588-000.000-001.000	CASH	
589-000.000-001.000	CASH	2,879.97
592-000.000-001.000	CASH	1,131,724.00
701-000.000-001.000	CASH	167,989.12
703-000.000-001.000	CASH	197,785.27

Ending GL Balance:	2,994,660.83
Ending Bank Balance:	3,015,675.20
Add: Miscellaneous Transactions	(883.29)
Add: Deposits in Transit	

02/27/2025 Deposit ID: 4191	4,236.70
02/28/2025 Deposit ID: 4193	552.27
02/28/2025 Deposit ID: 4194	2,331.29
03/03/2025 *Deposit ID: 4186	6,203.15
03/04/2025 *Deposit ID: 4187	9,733.34
03/05/2025 *Deposit ID: 4192	5,610.05
BANK ADJUSTMENT - CHECK CLEARED TWICE - SEE EMAIL FROM C. LAYMAN A	261.76

Less: 46 AP Outstanding Checks	28,928.56
Less: 0 PR Outstanding Checks	49,059.64

Adjusted Bank Balance	2,994,660.83
Unreconciled Difference:	0.00

REVIEWED BY: 

DATE: 3/10/25

Courtney Baham

From: Christy Layman <chlayman@honorcu.com>
Sent: Monday, March 10, 2025 12:33 PM
To: Courtney Baham
Subject: RE: City of Buchanan - Duplicate cleared check

Hello again!

Our Operations Department has corrected this error. I apologize for the inconvenience!

Thank you and have a great rest of the day 😊



Christy Layman

Buchanan Member Center Manager | NMLS#: 1849898

chlayman@honorcu.com

800.442.2800 ext 3309

fax: 269.743.0038

[Need to send me a document? Send it securely here!](#)

From: Christy Layman
Sent: Monday, March 10, 2025 12:00 PM
To: Courtney Baham <Cbaham@cityofbuchanan.com>
Subject: RE: City of Buchanan - Duplicate cleared check

Hi Courtney!

Happy Monday to you also 😊 I wanted to say hello at the groundbreaking ceremony this morning but didn't wander too much, lol.

I reached out to our Operations Department with this information and will let you know once I hear back from them.

Thank you!



Christy Layman

Buchanan Member Center Manager | NMLS#: 1849898

chlayman@honorcu.com

800.442.2800 ext 3309

fax: 269.743.0038

[Need to send me a document? Send it securely here!](#)

From: Courtney Baham <Cbaham@cityofbuchanan.com>
Sent: Monday, March 10, 2025 11:50 AM
To: Christy Layman <chlayman@honorcu.com>
Subject: City of Buchanan - Duplicate cleared check

CAUTION: This email originated from outside of our organization. Please be extra cautious when opening attachments and clicking on links. Remember, when in doubt throw it out!

Hi Christy!

Happy Monday! 😊

As I was reconciling February, I noticed that Check #: 20848 cleared twice.

I am not sure how to handle this. I tried to view the check image, but it states that its unavailable.

Thank you!

Courtney Baham
Bookkeeper
City of Buchanan
302 N. Red Bud Trail
Buchanan, MI 49107
269-695-3844 Ext 13



PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	03/31/2025	MONTH 03/31/2025	BALANCE	USED
Fund 101 - GENERAL						
Dept 000.000						
101-000.000-402.000	REAL PROPERTY TAXES	1,969,000.00	1,813,544.32	0.00	155,455.68	92.10
101-000.000-412.000	DELQ PERS PROPERTY TAX	500.00	395.46	0.00	104.54	79.09
101-000.000-432.000	PILOT PAYMENTS	10,000.00	11,441.63	0.00	(1,441.63)	114.42
101-000.000-437.000	INDUSTRIAL FACILITY TAX	2,500.00	0.00	0.00	2,500.00	0.00
101-000.000-439.000	MEDICAL/ADULT MARIJUANA STATE REV.	300,000.00	349,371.96	0.00	(49,371.96)	116.46
101-000.000-442.000	FARMERS' MARKET REVENUE	0.00	565.00	0.00	(565.00)	100.00
101-000.000-445.000	PENALTY & INTEREST - TAXES	10,000.00	36,843.04	0.00	(26,843.04)	368.43
101-000.000-447.000	ADMINISTRATION FEE-TAXES	55,000.00	48,474.96	0.00	6,525.04	88.14
101-000.000-477.000	FRANCHISE FEE-CABLE	40,000.00	25,161.78	0.00	14,838.22	62.90
101-000.000-492.000	BUILDING PERMITS	20,000.00	12,907.75	1,695.50	7,092.25	64.54
101-000.000-492.001	MISCELLANEOUS LICENSE PERMITS	15,000.00	486.00	15.00	14,514.00	3.24
101-000.000-492.002	MEDICAL/ADULT MARIHUANA PERMITS	80,000.00	71,500.00	15,000.00	8,500.00	89.38
101-000.000-492.003	BANNER PERMITS	0.00	710.00	0.00	(710.00)	100.00
101-000.000-532.000	EMERGENCY RESPONSE FEE	20,000.00	20,000.00	0.00	0.00	100.00
101-000.000-540.000	STATE POLICE/MCOLES CPE	0.00	9,000.00	0.00	(9,000.00)	100.00
101-000.000-566.001	GRANTS & SPECIAL PROJECTS	5,000.00	40,000.00	0.00	(35,000.00)	800.00
101-000.000-566.003	GRANTS - VICTORY DEMO	0.00	17,975.00	17,975.00	(17,975.00)	100.00
101-000.000-568.000	STATE SHARED LIQUOR LICENSE	3,000.00	1,271.60	0.00	1,728.40	42.39
101-000.000-573.000	LOCAL STABILIZATION STATE REV	75,000.00	44,067.29	0.00	30,932.71	58.76
101-000.000-574.000	STATE REV SHARING CVTRS/SALES TAX	720,000.00	476,675.00	0.00	243,325.00	66.20
101-000.000-574.001	CVTRS-PS	5,000.00	744.00	0.00	4,256.00	14.88
101-000.000-596.000	LEHMANS ORCHARD ANNUAL PAYMENT	8,667.00	8,666.67	0.00	0.33	100.00
101-000.000-602.000	SCHOOL RESOURCE OFFICER	40,000.00	206.21	0.00	39,793.79	0.52
101-000.000-633.000	FOUNDATIONS - CEMETERY	7,000.00	3,964.20	788.40	3,035.80	56.63
101-000.000-634.000	GRAVE OPENINGS	32,000.00	24,811.40	1,150.00	7,188.60	77.54
101-000.000-635.000	CEMETERY TENT SERVICE	500.00	1,550.00	0.00	(1,050.00)	310.00
101-000.000-636.000	COLUMBARIUM & PLAQUE	1,500.00	450.00	0.00	1,050.00	30.00
101-000.000-640.000	VAULT SETTING FEES	4,000.00	2,600.00	100.00	1,400.00	65.00
101-000.000-641.000	WEEDS/SNOW	3,000.00	10,122.13	0.00	(7,122.13)	337.40
101-000.000-643.000	SALES - CEMETERY LOTS	20,000.00	12,975.00	4,350.00	7,025.00	64.88
101-000.000-644.000	COPIES	300.00	61.00	0.00	239.00	20.33
101-000.000-645.000	SALES - SURPLUS PROPERTY	100.00	100.00	0.00	0.00	100.00
101-000.000-652.000	PARKING VIOLATIONS	5,000.00	1,106.00	75.00	3,894.00	22.12
101-000.000-656.000	BUCHANAN REDBUD CITY CENTER	10,000.00	7,925.00	450.00	2,075.00	79.25
101-000.000-657.000	ORDINANCE VIOLATIONS	500.00	160.75	0.00	339.25	32.15
101-000.000-664.000	MML DIVIDENDS	7,000.00	8,409.00	0.00	(1,409.00)	120.13
101-000.000-665.000	INTEREST EARNED - INVESTMENTS	50,000.00	15,665.56	0.00	34,334.44	31.33
101-000.000-675.000	MISC REVENUE/DONATION	25,000.00	7,578.23	0.00	17,421.77	30.31
101-000.000-676.007	WORKERS COMP INSURANCE	6,000.00	17,504.65	0.00	(11,504.65)	291.74
101-000.000-677.000	POLICE REPORTS	500.00	187.50	0.00	312.50	37.50
101-000.000-678.000	SCHOOL GUARDS	14,000.00	7,827.37	1,210.55	6,172.63	55.91
101-000.000-683.000	FOIA FEES	0.00	45.88	0.00	(45.88)	100.00
101-000.000-689.000	CASH OVER/SHORT	0.00	(0.01)	0.00	0.01	100.00
101-000.000-698.101	INSURANCE RECOVERIES	0.00	834.28	0.00	(834.28)	100.00
101-000.000-699.214	TRANSFER IN - FROM STREET R&M	115,000.00	115,000.00	0.00	0.00	100.00
101-000.000-970.100	DAYS AVE. - CULVERT	0.00	105,867.00	0.00	(105,867.00)	100.00
101-000.000-995.214	TRANSFERS OUT - TO STREET R&M FUND	0.00	461,643.76	0.00	(461,643.76)	100.00
101-000.000-995.469	TRANSFERS OUT - TO BLDG AUTH	0.00	250,000.00	0.00	(250,000.00)	100.00
Net - Dept 000.000		3,680,067.00	2,411,374.85	42,809.45	1,268,692.15	
Dept 101.000 - CITY COMMISSION						
101-101.000-705.000	SALARIES-PART TIME	10,000.00	4,540.96	0.00	5,459.04	45.41
101-101.000-715.000	FRINGE BENEFITS	1,500.00	634.12	25.82	865.88	42.27
101-101.000-804.000	SMCAS SERVICES	80,000.00	0.00	0.00	80,000.00	

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	03/31/2025	MONTH 03/31/2025	BALANCE	USED
Fund 101 - GENERAL						
101-101.000-805.000	MARKETING PLAN	1,000.00	31.96	0.00	968.04	3.20
101-101.000-818.000	CONTRACTUAL	5,000.00	1,000.00	0.00	4,000.00	20.00
101-101.000-826.000	LEGAL FEES	50,000.00	25,454.22	0.00	24,545.78	50.91
101-101.000-831.000	MEMBERSHIP AND DUES	7,000.00	4,658.00	0.00	2,342.00	66.54
101-101.000-864.000	CONFERENCES AND WORKSHOP	2,000.00	0.00	0.00	2,000.00	0.00
101-101.000-885.000	PUBLIC RELATIONS	25,000.00	1,500.00	0.00	23,500.00	6.00
101-101.000-962.000	MISCELLANEOUS	1,000.00	25.97	0.00	974.03	2.60
101-101.000-967.002	GRANTS & SPECIAL PROJECTS	10,000.00	25,000.00	0.00	(15,000.00)	250.00
101-101.000-975.000	PROPERTY ACQUISITION	5,000.00	0.00	0.00	5,000.00	0.00
Net - Dept 101.000 - CITY COMMISSION		(197,500.00)	(62,845.23)	(25.82)	(134,654.77)	
Dept 172.000 - CITY MANAGER						
101-172.000-702.000	SALARIES-FULL TIME	125,000.00	59,936.24	0.00	65,063.76	47.95
101-172.000-715.000	FRINGE BENEFITS	60,000.00	17,014.78	30.60	42,985.22	28.36
101-172.000-718.000	RECRUITMENT & RELOCATION	7,000.00	249.00	0.00	6,751.00	3.56
101-172.000-728.000	OFFICE SUPPLIES	2,000.00	75.07	0.00	1,924.93	3.75
101-172.000-730.000	POSTAGE	1,000.00	0.00	0.00	1,000.00	0.00
101-172.000-756.000	MISCELLANEOUS SUPPLIES	500.00	0.00	0.00	500.00	0.00
101-172.000-818.000	CONTRACTUAL	20,000.00	2,366.70	0.00	17,633.30	11.83
101-172.000-826.000	LEGAL FEES	20,000.00	13,680.97	0.00	6,319.03	68.40
101-172.000-831.000	MEMBERSHIP AND DUES	2,000.00	1,072.00	500.00	928.00	53.60
101-172.000-864.000	CONFERENCES AND WORKSHOP	3,500.00	0.00	0.00	3,500.00	0.00
101-172.000-873.000	TRAVEL & CAR ALLOWANCE	12,000.00	3,000.00	0.00	9,000.00	25.00
101-172.000-962.000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00
Net - Dept 172.000 - CITY MANAGER		(253,500.00)	(97,394.76)	(530.60)	(156,105.24)	
Dept 215.000 - CITY CLERK						
101-215.000-702.000	SALARIES-FULL TIME	80,000.00	45,933.53	0.00	34,066.47	57.42
101-215.000-703.000	SALARIES-OVERTIME	1,000.00	0.00	0.00	1,000.00	0.00
101-215.000-715.000	FRINGE BENEFITS	33,000.00	19,762.78	10.80	13,237.22	59.89
101-215.000-728.000	OFFICE SUPPLIES	1,500.00	310.60	0.00	1,189.40	20.71
101-215.000-818.000	CONTRACTUAL	12,000.00	12,339.42	0.00	(339.42)	102.83
101-215.000-826.000	LEGAL FEES	5,000.00	0.00	0.00	5,000.00	0.00
101-215.000-831.000	MEMBERSHIP AND DUES	1,000.00	100.00	0.00	900.00	10.00
101-215.000-864.000	CONFERENCES AND WORKSHOP	2,000.00	0.00	0.00	2,000.00	0.00
101-215.000-873.000	TRAVEL & CAR ALLOWANCE	1,500.00	722.07	0.00	777.93	48.14
101-215.000-903.000	LEGAL NOTICES & RECORDINGS	4,000.00	1,408.35	0.00	2,591.65	35.21
101-215.000-962.000	MISCELLANEOUS	200.00	6.00	0.00	194.00	3.00
Net - Dept 215.000 - CITY CLERK		(141,200.00)	(80,582.75)	(10.80)	(60,617.25)	
Dept 253.000 - TREASURER						
101-253.000-702.000	SALARIES-FULL TIME	72,000.00	49,310.96	0.00	22,689.04	68.49
101-253.000-703.000	SALARIES-OVERTIME	2,000.00	809.65	0.00	1,190.35	40.48
101-253.000-715.000	FRINGE BENEFITS	25,000.00	15,104.32	14.11	9,895.68	60.42
101-253.000-728.000	OFFICE SUPPLIES	4,000.00	1,452.10	0.00	2,547.90	36.30
101-253.000-730.000	POSTAGE	5,000.00	2,052.55	0.00	2,947.45	41.05
101-253.000-730.001	SPECIAL ASSESSMENT POSTAGE	4,500.00	4,496.36	0.00	3.64	99.92
101-253.000-744.101	PAYROLL PROCESSING	5,000.00	700.32	0.00	4,299.68	14.01
101-253.000-807.000	AUDIT	25,000.00	15,524.12	0.00	9,475.88	62.10
101-253.000-818.000	CONTRACTUAL	15,000.00	16,371.63	0.00	(1,371.63)	109.14
101-253.000-831.000	MEMBERSHIP AND DUES	300.00	482.00	0.00	(182.00)	160.67

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
101-253.000-864.000	CONFERENCES AND WORKSHOP	800.00	0.00	0.00	800.00	0.00
101-253.000-873.000	TRAVEL & CAR ALLOWANCE	300.00	0.00	0.00	300.00	0.00
101-253.000-970.047	TAX CHARGEBACKS	0.00	18.35	0.00	(18.35)	100.00
Net - Dept 253.000 - TREASURER		(158,900.00)	(106,322.36)	(14.11)	(52,577.64)	
Dept 257.000 - ASSESSOR						
101-257.000-705.000	SALARIES-PART TIME	28,000.00	17,244.80	0.00	10,755.20	61.59
101-257.000-715.000	FRINGE BENEFITS	2,500.00	1,684.80	0.00	815.20	67.39
101-257.000-728.000	OFFICE SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00
101-257.000-818.000	CONTRACTUAL	4,000.00	3,676.45	0.00	323.55	91.91
Net - Dept 257.000 - ASSESSOR		(35,500.00)	(22,606.05)	0.00	(12,893.95)	
Dept 262.000 - ELECTIONS						
101-262.000-702.000	SALARIES-FULL TIME	30,000.00	9,866.40	0.00	20,133.60	32.89
101-262.000-705.002	ELECTION WORKERS	20,000.00	10,421.50	0.00	9,578.50	52.11
101-262.000-715.000	FRINGE BENEFITS	12,000.00	6,757.05	3.60	5,242.95	56.31
101-262.000-728.000	OFFICE SUPPLIES	3,000.00	945.93	0.00	2,054.07	31.53
101-262.000-818.000	CONTRACTUAL	4,000.00	5,227.68	0.00	(1,227.68)	130.69
101-262.000-826.000	LEGAL FEES	1,000.00	0.00	0.00	1,000.00	0.00
101-262.000-933.000	MAINTENANCE - EQUIPMENT	1,200.00	0.00	0.00	1,200.00	0.00
101-262.000-962.000	MISCELLANEOUS	2,000.00	784.25	0.00	1,215.75	39.21
101-262.000-995.001	TRANSFER-EQUIPMENT RESERVE	1,000.00	0.00	0.00	1,000.00	0.00
Net - Dept 262.000 - ELECTIONS		(74,200.00)	(34,002.81)	(3.60)	(40,197.19)	
Dept 265.000 - BUILDING AND GROUNDS						
101-265.000-756.000	MISCELLANEOUS SUPPLIES	9,000.00	2,349.62	7.16	6,650.38	26.11
101-265.000-756.001	CITY CENTER SUPPLIES	0.00	613.18	7.95	(613.18)	100.00
101-265.000-818.000	CONTRACTUAL	90,000.00	45,996.29	288.68	44,003.71	51.11
101-265.000-853.000	TELEPHONE, INTERNET, CABLE	10,000.00	6,127.20	702.26	3,872.80	61.27
101-265.000-921.000	UTILITIES	34,000.00	25,808.04	319.87	8,191.96	75.91
101-265.000-922.000	ALARM MONITORING	0.00	460.21	0.00	(460.21)	100.00
101-265.000-923.000	CITY CENTER UTILITIES	12,000.00	6,055.10	446.91	5,944.90	50.46
101-265.000-931.000	MAINTENANCE - BUILDINGS	15,000.00	10,778.37	0.00	4,221.63	71.86
101-265.000-934.000	MAINT. - OFFICE EQUIPMENT	5,000.00	2,236.09	0.00	2,763.91	44.72
101-265.000-962.000	MISCELLANEOUS	4,000.00	209.00	0.00	3,791.00	5.23
101-265.000-963.000	FIRE & LIABILITY INSURANCE	40,500.00	40,493.00	0.00	7.00	99.98
101-265.000-970.057	OFFICE EQUIPMENT	2,500.00	0.00	0.00	2,500.00	0.00
101-265.000-974.000	ZONING EXPENDITURES	3,000.00	0.00	0.00	3,000.00	0.00
Net - Dept 265.000 - BUILDING AND GROUNDS		(225,000.00)	(141,126.10)	(1,772.83)	(83,873.90)	
Dept 267.000 - ADMIN. & RECORD KEEPING						
101-267.000-956.000	BANK FEES AND CHARGES	4,000.00	2,637.97	0.00	1,362.03	65.95
Net - Dept 267.000 - ADMIN. & RECORD KEEPING		(4,000.00)	(2,637.97)	0.00	(1,362.03)	
Dept 268.000 - RENTAL PROPERTY						
101-268.000-921.000	UTILITIES	8,000.00	2,002.93	0.00	5,997.07	25.04
101-268.000-931.000	MAINTENANCE - BUILDINGS	2,000.00	0.00	0.00	2,000.00	0.00

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
101-268.000-962.000	MISCELLANEOUS	1,000.00	0.00	0.00	1,000.00	0.00
Net - Dept 268.000 - RENTAL PROPERTY		(11,000.00)	(2,002.93)	0.00	(8,997.07)	
Dept 273.000 - BUILDING AUTHORITY						
101-273.000-995.369	TRANSFERS OUT - TO BLDG AUTH DEBT FUND	0.00	74,773.44	0.00	(74,773.44)	100.00
Net - Dept 273.000 - BUILDING AUTHORITY		0.00	(74,773.44)	0.00	74,773.44	
Dept 301.000 - POLICE						
101-301.000-150.000	BOOKS & MAGAZINES	300.00	0.00	0.00	300.00	0.00
101-301.000-702.000	SALARIES-FULL TIME	700,000.00	391,657.99	0.00	308,342.01	55.95
101-301.000-702.001	SALARIES-CODE ENFORCEMENT	51,000.00	25,398.64	0.00	25,601.36	49.80
101-301.000-703.000	SALARIES-OVERTIME	30,000.00	34,158.05	0.00	(4,158.05)	113.86
101-301.000-705.000	SALARIES-PART TIME	20,000.00	0.00	0.00	20,000.00	0.00
101-301.000-705.001	SALARIES-PT/CODE ENFORCEMENT	3,000.00	0.00	0.00	3,000.00	0.00
101-301.000-715.000	FRINGE BENEFITS	297,000.00	161,261.57	98.40	135,738.43	54.30
101-301.000-728.000	OFFICE SUPPLIES	3,000.00	3,108.65	0.00	(108.65)	103.62
101-301.000-729.000	TARGET RANGE & SUPPLIES	6,000.00	2,060.67	14.00	3,939.33	34.34
101-301.000-751.000	GAS AND OIL	22,000.00	9,930.02	58.01	12,069.98	45.14
101-301.000-756.000	MISCELLANEOUS SUPPLIES	4,000.00	2,225.92	0.00	1,774.08	55.65
101-301.000-768.000	UNIFORMS	4,500.00	6,467.01	0.00	(1,967.01)	143.71
101-301.000-769.000	UNIFORM CLEANING	800.00	180.00	0.00	620.00	22.50
101-301.000-810.000	INSURANCE CLAIM REPAIRS	500.00	390.00	0.00	110.00	78.00
101-301.000-818.000	CONTRACTUAL	15,000.00	10,808.72	0.00	4,191.28	72.06
101-301.000-818.002	RESERVE TRAINING	2,000.00	1,974.00	0.00	26.00	98.70
101-301.000-826.000	LEGAL FEES	7,000.00	2,780.20	0.00	4,219.80	39.72
101-301.000-831.000	MEMBERSHIP AND DUES	0.00	280.00	0.00	(280.00)	100.00
101-301.000-851.000	RADIO MAINTENANCE	8,000.00	2,404.88	0.00	5,595.12	30.06
101-301.000-853.000	TELEPHONE, INTERNET, CABLE	14,000.00	9,716.65	621.45	4,283.35	69.40
101-301.000-864.000	CONFERENCES AND WORKSHOP	1,000.00	990.42	0.00	9.58	99.04
101-301.000-873.000	TRAVEL & CAR ALLOWANCE	1,000.00	374.98	0.00	625.02	37.50
101-301.000-886.000	COMMUNITY POLICING	2,000.00	1,835.68	0.00	164.32	91.78
101-301.000-921.000	UTILITIES	16,000.00	7,647.21	0.00	8,352.79	47.80
101-301.000-931.000	MAINTENANCE - BUILDINGS	4,000.00	823.97	0.00	3,176.03	20.60
101-301.000-933.000	MAINTENANCE - EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00
101-301.000-934.000	MAINT. - OFFICE EQUIPMENT	2,000.00	609.17	0.00	1,390.83	30.46
101-301.000-939.000	MAINTENANCE - VEHICLE	16,000.00	6,189.39	277.95	9,810.61	38.68
101-301.000-960.000	EDUCATION AND TRAINING	2,500.00	1,161.42	0.00	1,338.58	46.46
101-301.000-961.000	MEDICAL EXAMS	1,000.00	850.24	0.00	149.76	85.02
101-301.000-962.000	MISCELLANEOUS	3,000.00	994.96	0.00	2,005.04	33.17
101-301.000-963.000	FIRE & LIABILITY INSURANCE	20,000.00	19,033.71	0.00	966.29	95.17
101-301.000-967.013	DARE PROGRAM	1,500.00	0.00	0.00	1,500.00	0.00
101-301.000-970.050	RESERVE EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00
Net - Dept 301.000 - POLICE		(1,260,100.00)	(705,314.12)	(1,069.81)	(554,785.88)	
Dept 315.000 - CROSSING GUARDS						
101-315.000-702.000	SALARIES-FULL TIME	31,000.00	14,418.24	0.00	16,581.76	46.51
101-315.000-715.000	FRINGE BENEFITS	4,000.00	2,107.03	0.00	1,892.97	52.68
101-315.000-756.000	MISCELLANEOUS SUPPLIES	500.00	0.00	0.00	500.00	0.00
Net - Dept 315.000 - CROSSING GUARDS		(35,500.00)	(16,525.27)	0.00	(18,974.73)	

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	AVAILABLE BALANCE	% BGD USED
Fund 101 - GENERAL						
Dept 336.000 - FIRE DEPARTMENT						
101-336.000-150.000	BOOKS & MAGAZINES	200.00	0.00	0.00	200.00	0.00
101-336.000-704.001	SALARIES-VOLUNTEER FIREMAN	60,000.00	19,066.22	0.00	40,933.78	31.78
101-336.000-715.000	FRINGE BENEFITS	6,500.00	2,997.39	0.00	3,502.61	46.11
101-336.000-728.000	OFFICE SUPPLIES	750.00	0.00	0.00	750.00	0.00
101-336.000-751.000	GAS AND OIL	1,200.00	739.76	0.00	460.24	61.65
101-336.000-756.000	MISCELLANEOUS SUPPLIES	2,500.00	1,342.48	0.00	1,157.52	53.70
101-336.000-768.000	UNIFORMS	2,000.00	79.00	0.00	1,921.00	3.95
101-336.000-818.000	CONTRACTUAL	2,500.00	903.73	0.00	1,596.27	36.15
101-336.000-831.000	MEMBERSHIP AND DUES	1,500.00	860.00	0.00	640.00	57.33
101-336.000-851.000	RADIO MAINTENANCE	2,000.00	923.41	0.00	1,076.59	46.17
101-336.000-851.001	EQUIPMENT TESTING	8,000.00	6,723.89	0.00	1,276.11	84.05
101-336.000-853.000	TELEPHONE, INTERNET, CABLE	4,500.00	3,705.19	434.30	794.81	82.34
101-336.000-864.000	CONFERENCES AND WORKSHOP	1,000.00	991.06	0.00	8.94	99.11
101-336.000-921.000	UTILITIES	12,000.00	7,466.01	0.00	4,533.99	62.22
101-336.000-931.000	MAINTENANCE - BUILDINGS	1,500.00	131.75	0.00	1,368.25	8.78
101-336.000-933.000	MAINTENANCE - EQUIPMENT	1,000.00	63.96	0.00	936.04	6.40
101-336.000-934.000	MAINT. - OFFICE EQUIPMENT	500.00	0.00	0.00	500.00	0.00
101-336.000-939.000	MAINTENANCE - VEHICLE	9,000.00	3,371.08	0.00	5,628.92	37.46
101-336.000-960.000	EDUCATION AND TRAINING	2,000.00	797.38	0.00	1,202.62	39.87
101-336.000-961.000	MEDICAL EXAMS	2,000.00	626.36	0.00	1,373.64	31.32
101-336.000-962.000	MISCELLANEOUS	1,000.00	112.53	0.00	887.47	11.25
101-336.000-963.000	FIRE AND LIABILITY INSURANCE	3,500.00	3,266.69	0.00	233.31	93.33
Net - Dept 336.000 - FIRE DEPARTMENT		(125,150.00)	(54,167.89)	(434.30)	(70,982.11)	
Dept 371.001 - BUILDING INSPECTOR						
101-371.001-150.000	BOOKS & MAGAZINES	500.00	350.00	0.00	150.00	70.00
101-371.001-705.000	SALARIES-PART TIME	52,000.00	31,810.80	0.00	20,189.20	61.17
101-371.001-715.000	FRINGE BENEFITS	4,200.00	2,974.13	0.00	1,225.87	70.81
101-371.001-728.000	OFFICE SUPPLIES	1,000.00	317.91	0.00	682.09	31.79
101-371.001-730.000	POSTAGE	200.00	0.00	0.00	200.00	0.00
101-371.001-818.000	CONTRACTUAL	4,000.00	0.00	0.00	4,000.00	0.00
101-371.001-831.000	MEMBERSHIP AND DUES	200.00	45.00	0.00	155.00	22.50
101-371.001-853.000	TELEPHONE, INTERNET, CABLE	1,000.00	395.25	0.00	604.75	39.53
101-371.001-864.000	CONFERENCES AND WORKSHOP	2,500.00	1,266.36	0.00	1,233.64	50.65
101-371.001-921.000	UTILITIES	2,700.00	1,974.27	0.00	725.73	73.12
101-371.001-934.000	MAINT. - OFFICE EQUIPMENT	200.00	0.00	0.00	200.00	0.00
101-371.001-957.001	MEDICAL MARIHUANA	17,000.00	50.00	0.00	16,950.00	0.29
Net - Dept 371.001 - BUILDING INSPECTOR		(85,500.00)	(39,183.72)	0.00	(46,316.28)	
Dept 441.000 - DEPARTMENT OF PUBLIC WORKS						
101-441.000-702.000	SALARIES-FULL TIME	60,000.00	29,484.78	0.00	30,515.22	49.14
101-441.000-703.000	SALARIES-OVERTIME	9,000.00	2,163.47	0.00	6,836.53	24.04
101-441.000-704.000	SALARIES-TEMPORARY	40,000.00	12,341.45	0.00	27,658.55	30.85
101-441.000-715.000	FRINGE BENEFITS	24,000.00	18,836.83	12.67	5,163.17	78.49
101-441.000-751.000	GAS AND OIL	30,000.00	15,505.22	0.00	14,494.78	51.68
101-441.000-756.000	MISCELLANEOUS SUPPLIES	6,000.00	4,918.73	0.00	1,081.27	81.98
101-441.000-758.000	EQUIPMENT MAINT SUPPLIES	38,000.00	15,386.93	0.00	22,613.07	40.49
101-441.000-758.001	BLDG & GRNDS MAINT SUPPLIES	3,000.00	1,671.23	0.00	1,328.77	55.71
101-441.000-768.000	UNIFORMS	4,000.00	1,318.00	0.00	2,682.00	32.95
101-441.000-818.000	CONTRACTUAL	27,000.00	20,418.39	232.37	6,581.61	75.62
101-441.000-853.000	TELEPHONE, INTERNET, CABLE	4,000.00	2,562.60	0.00	1,437.40	61.67
101-441.000-864.000	CONFERENCES AND WORKSHOP	3,000.00	0.00	0.00	3,000.00	

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	03/31/2025	MONTH 03/31/2025	BALANCE	USED
Fund 101 - GENERAL						
101-441.000-921.000	UTILITIES	28,000.00	18,746.09	430.70	9,253.91	66.95
101-441.000-926.000	STREET LIGHTING	37,000.00	17,618.64	0.00	19,381.36	47.62
101-441.000-931.000	MAINTENANCE - BUILDINGS	8,000.00	1,477.96	0.00	6,522.04	18.47
101-441.000-932.000	MAINTENANCE - GROUNDS	3,000.00	0.00	0.00	3,000.00	0.00
101-441.000-933.000	MAINTENANCE - EQUIPMENT	20,000.00	12,689.28	0.00	7,310.72	63.45
101-441.000-939.000	MAINTENANCE - VEHICLE	15,000.00	1,120.39	0.00	13,879.61	7.47
101-441.000-961.000	MEDICAL EXAMS	2,500.00	0.00	0.00	2,500.00	0.00
101-441.000-962.000	MISCELLANEOUS	2,500.00	215.84	0.00	2,284.16	8.63
101-441.000-963.000	FIRE AND LIABILITY INSURANCE	12,000.00	11,854.40	0.00	145.60	98.79
101-441.000-970.056	STORMWATER PHASE II	8,000.00	5,713.48	0.00	2,286.52	71.42
Net - Dept 441.000 - DEPARTMENT OF PUBLIC WORKS		(384,000.00)	(194,043.71)	(675.74)	(189,956.29)	
Dept 567.000 - CEMETERY						
101-567.000-702.000	SALARIES-FULL TIME	40,000.00	13,925.92	0.00	26,074.08	34.81
101-567.000-703.000	SALARIES-OVERTIME	5,000.00	468.07	0.00	4,531.93	9.36
101-567.000-704.000	SALARIES-TEMPORARY	15,000.00	9,574.00	0.00	5,426.00	63.83
101-567.000-715.000	FRINGE BENEFITS	18,000.00	9,452.37	10.80	8,547.63	52.51
101-567.000-751.000	GAS AND OIL	15,000.00	7,642.54	0.00	7,357.46	50.95
101-567.000-756.000	MISCELLANEOUS SUPPLIES	9,000.00	6,660.69	0.00	2,339.31	74.01
101-567.000-768.000	UNIFORMS	1,000.00	630.00	0.00	370.00	63.00
101-567.000-818.000	CONTRACTUAL	10,000.00	5,215.53	0.00	4,784.47	52.16
101-567.000-831.000	MEMBERSHIP AND DUES	300.00	45.00	45.00	255.00	15.00
101-567.000-853.000	TELEPHONE, INTERNET, CABLE	3,000.00	1,754.93	0.00	1,245.07	58.50
101-567.000-921.000	UTILITIES	15,000.00	7,204.85	115.66	7,795.15	48.03
101-567.000-931.000	MAINTENANCE - BUILDINGS	8,000.00	1,076.55	0.00	6,923.45	13.46
101-567.000-932.000	MAINTENANCE - GROUNDS	7,000.00	198.00	0.00	6,802.00	2.83
101-567.000-933.000	MAINTENANCE - EQUIPMENT	10,000.00	8,354.42	0.00	1,645.58	83.54
101-567.000-934.000	MAINT. - OFFICE EQUIPMENT	1,000.00	0.00	0.00	1,000.00	0.00
101-567.000-939.000	MAINTENANCE - VEHICLE	3,000.00	0.00	0.00	3,000.00	0.00
101-567.000-961.000	MEDICAL EXAMS	1,000.00	272.00	0.00	728.00	27.20
101-567.000-962.000	MISCELLANEOUS	1,500.00	25.00	0.00	1,475.00	1.67
101-567.000-963.000	FIRE & LIABILITY INSURANCE	3,000.00	2,684.52	0.00	315.48	89.48
101-567.000-995.001	TRANSFER-EQUIPMENT RESERVE	5,500.00	0.00	0.00	5,500.00	0.00
Net - Dept 567.000 - CEMETERY		(171,300.00)	(75,184.39)	(171.46)	(96,115.61)	
Dept 700.000 - COMMUNITY AND ECONOMIC DEVELOPMENT						
101-700.000-735.000	ECONOMIC DEVELOPMENT	75,000.00	31,565.11	0.00	43,434.89	42.09
101-700.000-805.000	MARKETING PLAN	1,000.00	944.76	0.00	55.24	94.48
101-700.000-826.000	LEGAL FEES	0.00	2,229.81	0.00	(2,229.81)	100.00
101-700.000-885.000	PUBLIC RELATIONS	25,000.00	10.71	0.00	24,989.29	0.04
101-700.000-967.002	GRANTS & SPECIAL PROJECTS	90,000.00	49,450.29	0.00	40,549.71	54.94
101-700.000-967.003	VICTORY ST. DEMOLITION	0.00	17,800.00	17,800.00	(17,800.00)	100.00
Net - Dept 700.000 - COMMUNITY AND ECONOMIC DEVELOPMENT		(191,000.00)	(102,000.68)	(17,800.00)	(88,999.32)	
Dept 701.000 - DOWNTOWN ENHANCEMENT/PLANNING						
101-701.000-887.000	STREETSCAPE PROJECT	0.00	385.37	0.00	(385.37)	100.00
Net - Dept 701.000 - DOWNTOWN ENHANCEMENT/PLANNING		0.00	(385.37)	0.00	385.37	
Dept 753.000 - PEAR'S MILL						

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL						
101-753.000-756.014	MISCELLANEOUS	5,000.00	0.00	0.00	5,000.00	0.00
101-753.000-853.000	TELEPHONE, INTERNET, CABLE	2,000.00	1,473.35	0.00	526.65	73.67
101-753.000-921.000	UTILITIES	1,000.00	826.07	0.00	173.93	82.61
101-753.000-922.000	ALARM MONITORING	1,200.00	838.00	0.00	362.00	69.83
101-753.000-935.000	STREET MAINTENANCE/RESURFACING	500.00	0.00	0.00	500.00	0.00
101-753.000-963.000	FIRE & LIABILITY INSURANCE	750.00	743.00	0.00	7.00	99.07
Net - Dept 753.000 - PEAR'S MILL		(10,450.00)	(3,880.42)	0.00	(6,569.58)	
Dept 754.000 - FARMERS' MARKET						
101-754.000-756.014	MISCELLANEOUS	3,000.00	995.99	0.00	2,004.01	33.20
101-754.000-803.000	MARKET MASTER FEES	5,000.00	3,200.00	0.00	1,800.00	64.00
101-754.000-857.000	WEBSITE	200.00	132.42	0.00	67.58	66.21
101-754.000-921.000	UTILITIES	500.00	0.00	0.00	500.00	0.00
101-754.000-932.000	MAINTENANCE - GROUNDS	1,000.00	0.00	0.00	1,000.00	0.00
101-754.000-963.000	FIRE & LIABILITY INSURANCE	100.00	69.00	0.00	31.00	69.00
Net - Dept 754.000 - FARMERS' MARKET		(9,800.00)	(4,397.41)	0.00	(5,402.59)	
Dept 755.000 - BUCHANAN AREA RECREATIONAL BOARD						
101-755.000-756.000	MISCELLANEOUS SUPPLIES	500.00	60.87	0.00	439.13	12.17
101-755.000-756.014	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00
101-755.000-818.000	CONTRACTUAL	20,000.00	4,447.00	0.00	15,553.00	22.24
101-755.000-864.000	CONFERENCES AND WORKSHOP	500.00	0.00	0.00	500.00	0.00
101-755.000-921.000	UTILITIES	2,500.00	874.07	0.00	1,625.93	34.96
101-755.000-932.000	MAINTENANCE - GROUNDS	3,000.00	0.00	0.00	3,000.00	0.00
101-755.000-962.000	MISCELLANEOUS	1,000.00	0.00	0.00	1,000.00	0.00
101-755.000-963.000	FIRE & LIABILITY INSURANCE	675.00	656.00	0.00	19.00	97.19
Net - Dept 755.000 - BUCHANAN AREA RECREATIONAL BOARD		(28,675.00)	(6,037.94)	0.00	(22,637.06)	
Fund 101 - GENERAL:						
TOTAL REVENUES		3,680,067.00	3,228,885.61	42,809.45	451,181.39	87.74
TOTAL EXPENDITURES		3,402,275.00	2,642,926.08	22,509.07	759,348.92	77.68
NET OF REVENUES & EXPENDITURES		277,792.00	585,959.53	20,300.38	(308,167.53)	210.93

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREETS						
Dept 000.000						
202-000.000-546.000	GAS & WEIGHT TAX	525,000.00	403,471.96	48,748.72	121,528.04	76.85
202-000.000-665.000	INTEREST EARNED - INVESTMENTS	35,000.00	8,701.98	0.00	26,298.02	24.86
Net - Dept 000.000		560,000.00	412,173.94	48,748.72	147,826.06	
Dept 267.000 - ADMIN. & RECORD KEEPING						
202-267.000-702.000	SALARIES-FULL TIME	37,000.00	18,486.54	0.00	18,513.46	49.96
202-267.000-703.000	SALARIES-OVERTIME	0.00	88.54	0.00	(88.54)	100.00
202-267.000-715.000	FRINGE BENEFITS	15,000.00	4,880.25	11.07	10,119.75	32.54
202-267.000-744.101	PAYROLL PROCESSING	0.00	583.60	0.00	(583.60)	100.00
Net - Dept 267.000 - ADMIN. & RECORD KEEPING		(52,000.00)	(24,038.93)	(11.07)	(27,961.07)	
Dept 463.000 - ROUTINE STREET MAINTENANCE						
202-463.000-702.000	SALARIES-FULL TIME	70,000.00	38,947.54	0.00	31,052.46	55.64
202-463.000-703.000	SALARIES-OVERTIME	5,000.00	3,328.46	0.00	1,671.54	66.57
202-463.000-715.000	FRINGE BENEFITS	40,000.00	23,902.21	16.27	16,097.79	59.76
202-463.000-756.000	MISCELLANEOUS SUPPLIES	2,500.00	99.44	0.00	2,400.56	3.98
202-463.000-782.000	ROAD MAIN. MATERIAL & SUPPLIES	30,000.00	10,624.42	0.00	19,375.58	35.41
202-463.000-818.000	CONTRACTUAL	12,000.00	7,214.27	0.00	4,785.73	60.12
202-463.000-935.000	STREET MAINTENANCE/RESURFACING	20,000.00	3,000.00	0.00	17,000.00	15.00
202-463.000-977.000	SIDEWALK REPLACEMENT	5,000.00	0.00	0.00	5,000.00	0.00
Net - Dept 463.000 - ROUTINE STREET MAINTENANCE		(184,500.00)	(87,116.34)	(16.27)	(97,383.66)	
Dept 468.000 - TREE & SHRUB MAINTENANCE						
202-468.000-702.000	SALARIES-FULL TIME	34,000.00	16,957.02	0.00	17,042.98	49.87
202-468.000-703.000	SALARIES-OVERTIME	2,500.00	1,156.69	0.00	1,343.31	46.27
202-468.000-704.000	SALARIES-TEMPORARY	5,000.00	0.00	0.00	5,000.00	0.00
202-468.000-715.000	FRINGE BENEFITS	13,000.00	7,073.91	8.06	5,926.09	54.41
202-468.000-756.000	MISCELLANEOUS SUPPLIES	4,000.00	0.00	0.00	4,000.00	0.00
202-468.000-818.000	CONTRACTUAL	2,000.00	0.00	0.00	2,000.00	0.00
202-468.000-978.000	TREE REMOVAL/REPLACEMENT	10,000.00	1,500.00	0.00	8,500.00	15.00
Net - Dept 468.000 - TREE & SHRUB MAINTENANCE		(70,500.00)	(26,687.62)	(8.06)	(43,812.38)	
Dept 469.000 - DRAINAGE						
202-469.000-702.000	SALARIES-FULL TIME	23,000.00	12,707.63	0.00	10,292.37	55.25
202-469.000-703.000	SALARIES-OVERTIME	2,000.00	1,397.94	0.00	602.06	69.90
202-469.000-715.000	FRINGE BENEFITS	11,500.00	4,827.98	4.32	6,672.02	41.98
202-469.000-756.000	MISCELLANEOUS SUPPLIES	3,000.00	0.00	0.00	3,000.00	0.00
Net - Dept 469.000 - DRAINAGE		(39,500.00)	(18,933.55)	(4.32)	(20,566.45)	
Dept 474.000 - TRAFFIC SERVICES - MAINTENANCE						
202-474.000-702.000	SALARIES-FULL TIME	23,000.00	12,707.63	0.00	10,292.37	55.25
202-474.000-703.000	SALARIES-OVERTIME	2,000.00	1,397.94	0.00	602.06	69.90
202-474.000-715.000	FRINGE BENEFITS	11,500.00	4,828.39	4.32	6,671.61	41.99
202-474.000-756.000	MISCELLANEOUS SUPPLIES	4,000.00	395.18	0.00	3,604.82	9.88
202-474.000-818.000	CONTRACTUAL	1,000.00	0.00	0.00	1,000.00	
202-474.000-921.000	UTILITIES	2,000.00	1,207.85	0.00	792.15	

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREETS						
202-474.000-932.000	MAINTENANCE - GROUNDS	500.00	0.00	0.00	500.00	0.00
202-474.000-962.000	MISCELLANEOUS	4,000.00	1,727.00	0.00	2,273.00	43.18
Net - Dept 474.000 - TRAFFIC SERVICES - MAINTENANCE		(48,000.00)	(22,263.99)	(4.32)	(25,736.01)	
Dept 478.000 - WINTER MAINTENANCE						
202-478.000-702.000	SALARIES-FULL TIME	44,000.00	25,996.03	0.00	18,003.97	59.08
202-478.000-703.000	SALARIES-OVERTIME	4,000.00	2,284.19	0.00	1,715.81	57.10
202-478.000-715.000	FRINGE BENEFITS	21,000.00	10,455.64	10.80	10,544.36	49.79
202-478.000-756.000	MISCELLANEOUS SUPPLIES	10,000.00	404.24	0.00	9,595.76	4.04
Net - Dept 478.000 - WINTER MAINTENANCE		(79,000.00)	(39,140.10)	(10.80)	(39,859.90)	
Dept 701.000 - DOWNTOWN ENHANCEMENT/PLANNING						
202-701.000-887.000	STREETSCAPE PROJECT	0.00	385.37	0.00	(385.37)	100.00
Net - Dept 701.000 - DOWNTOWN ENHANCEMENT/PLANNING		0.00	(385.37)	0.00	385.37	
Fund 202 - MAJOR STREETS:						
TOTAL REVENUES		560,000.00	412,173.94	48,748.72	147,826.06	73.60
TOTAL EXPENDITURES		473,500.00	218,565.90	54.84	254,934.10	46.16
NET OF REVENUES & EXPENDITURES		86,500.00	193,608.04	48,693.88	(107,108.04)	223.82

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREETS						
Dept 000.000						
203-000.000-478.000	METRO ACT STATE REVENUE	20,000.00	0.00	0.00	20,000.00	0.00
203-000.000-546.000	GAS & WEIGHT TAX	170,000.00	133,341.65	14,321.12	36,658.35	78.44
203-000.000-665.000	INTEREST EARNED - INVESTMENTS	20,000.00	6,696.06	0.00	13,303.94	33.48
203-000.000-699.214	TRANSFER IN - FROM STREET R&M	183,374.00	183,374.00	0.00	0.00	100.00
Net - Dept 000.000		393,374.00	323,411.71	14,321.12	69,962.29	
Dept 267.000 - ADMIN. & RECORD KEEPING						
203-267.000-702.000	SALARIES-FULL TIME	36,000.00	18,467.66	0.00	17,532.34	51.30
203-267.000-703.000	SALARIES-OVERTIME	0.00	33.28	0.00	(33.28)	100.00
203-267.000-715.000	FRINGE BENEFITS	17,000.00	4,604.04	11.07	12,395.96	27.08
203-267.000-744.101	PAYROLL PROCESSING	0.00	583.60	0.00	(583.60)	100.00
Net - Dept 267.000 - ADMIN. & RECORD KEEPING		(53,000.00)	(23,688.58)	(11.07)	(29,311.42)	
Dept 463.000 - ROUTINE STREET MAINTENANCE						
203-463.000-702.000	SALARIES-FULL TIME	60,000.00	34,790.84	0.00	25,209.16	57.98
203-463.000-703.000	SALARIES-OVERTIME	4,000.00	3,190.47	0.00	809.53	79.76
203-463.000-715.000	FRINGE BENEFITS	28,000.00	19,365.27	14.11	8,634.73	69.16
203-463.000-756.000	MISCELLANEOUS SUPPLIES	500.00	0.00	0.00	500.00	0.00
203-463.000-782.000	ROAD MAIN. MATERIAL & SUPPLIES	25,000.00	6,859.86	0.00	18,140.14	27.44
203-463.000-818.000	CONTRACTUAL	2,500.00	2,113.90	0.00	386.10	84.56
203-463.000-935.000	STREET MAINTENANCE/RESURFACING	3,500.00	0.00	0.00	3,500.00	0.00
203-463.000-977.000	SIDEWALK REPLACEMENT	2,000.00	0.00	0.00	2,000.00	0.00
Net - Dept 463.000 - ROUTINE STREET MAINTENANCE		(125,500.00)	(66,320.34)	(14.11)	(59,179.66)	
Dept 468.000 - TREE & SHRUB MAINTENANCE						
203-468.000-702.000	SALARIES-FULL TIME	28,000.00	16,341.33	0.00	11,658.67	58.36
203-468.000-703.000	SALARIES-OVERTIME	2,500.00	1,491.55	0.00	1,008.45	59.66
203-468.000-704.000	SALARIES-TEMPORARY	15,000.00	0.00	0.00	15,000.00	0.00
203-468.000-715.000	FRINGE BENEFITS	12,500.00	6,434.49	6.48	6,065.51	51.48
203-468.000-756.000	MISCELLANEOUS SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.00
203-468.000-818.000	CONTRACTUAL	1,000.00	0.00	0.00	1,000.00	0.00
203-468.000-962.000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00
203-468.000-978.000	TREE REMOVAL/REPLACEMENT	8,000.00	400.00	0.00	7,600.00	5.00
Net - Dept 468.000 - TREE & SHRUB MAINTENANCE		(69,500.00)	(24,667.37)	(6.48)	(44,832.63)	
Dept 469.000 - DRAINAGE						
203-469.000-702.000	SALARIES-FULL TIME	21,000.00	10,590.06	0.00	10,409.94	50.43
203-469.000-703.000	SALARIES-OVERTIME	1,500.00	1,164.99	0.00	335.01	77.67
203-469.000-715.000	FRINGE BENEFITS	9,500.00	4,023.03	3.60	5,476.97	42.35
203-469.000-756.000	MISCELLANEOUS SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.00
203-469.000-935.001	STREET SWEEPING	4,000.00	0.00	0.00	4,000.00	0.00
Net - Dept 469.000 - DRAINAGE		(38,000.00)	(15,778.08)	(3.60)	(22,221.92)	
Dept 474.000 - TRAFFIC SERVICES - MAINTENANCE						
203-474.000-702.000	SALARIES-FULL TIME	21,000.00	10,585.45	0.00	10,414.55	
203-474.000-703.000	SALARIES-OVERTIME	1,700.00	1,220.24	0.00	479.76	

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREETS						
203-474.000-715.000	FRINGE BENEFITS	9,500.00	4,297.19	3.60	5,202.81	45.23
203-474.000-756.000	MISCELLANEOUS SUPPLIES	3,000.00	152.34	0.00	2,847.66	5.08
Net - Dept 474.000 - TRAFFIC SERVICES - MAINTENANCE		(35,200.00)	(16,255.22)	(3.60)	(18,944.78)	
Dept 478.000 - WINTER MAINTENANCE						
203-478.000-702.000	SALARIES-FULL TIME	25,000.00	14,746.93	0.00	10,253.07	58.99
203-478.000-703.000	SALARIES-OVERTIME	2,200.00	1,302.99	0.00	897.01	59.23
203-478.000-715.000	FRINGE BENEFITS	9,500.00	5,684.10	5.76	3,815.90	59.83
203-478.000-756.000	MISCELLANEOUS SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.00
Net - Dept 478.000 - WINTER MAINTENANCE		(38,700.00)	(21,734.02)	(5.76)	(16,965.98)	
Fund 203 - LOCAL STREETS:						
TOTAL REVENUES		393,374.00	323,411.71	14,321.12	69,962.29	82.21
TOTAL EXPENDITURES		359,900.00	168,443.61	44.62	191,456.39	46.80
NET OF REVENUES & EXPENDITURES		33,474.00	154,968.10	14,276.50	(121,494.10)	462.95

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDG
		AMENDED BUDGET	03/31/2025	MONTH 03/31/2025	BALANCE	USED
Fund 592 - WATER AND SEWER FUND						
Dept 000.000						
592-000.000-445.001	PENALTIES - DELINQ COLLECTION	42,000.00	53,373.51	236.42	(11,373.51)	127.08
592-000.000-542.000	TMF GRANT (EGLE)	0.00	28,638.95	0.00	(28,638.95)	100.00
592-000.000-582.000	PERFORMANCE FEES	5,000.00	0.00	0.00	5,000.00	0.00
592-000.000-583.000	METER SALES	0.00	7,754.00	1,256.25	(7,754.00)	100.00
592-000.000-642.000	WATER SALES	700,000.00	520,553.43	(171.36)	179,446.57	74.36
592-000.000-642.001	LEACHATE TREATMENT	270,000.00	222,286.04	22,593.56	47,713.96	82.33
592-000.000-642.002	READY-TO-SERVE CHARGES	1,150,000.00	948,659.43	1,494.36	201,340.57	82.49
592-000.000-643.001	SEWER CHARGES	975,000.00	769,096.97	(307.69)	205,903.03	78.88
592-000.000-647.000	BUCHANAN TWP ASSESSMENT CHARGE	14,000.00	10,829.24	0.00	3,170.76	77.35
592-000.000-665.000	INTEREST EARNED - INVESTMENTS	125,000.00	32,130.79	0.00	92,869.21	25.70
592-000.000-666.000	PORTABLE TOILET DUMPING	30,000.00	16,984.50	0.00	13,015.50	56.62
592-000.000-675.000	MISC REVENUE/DONATION	1,500.00	31,438.88	0.00	(29,938.88)	2,095.93
592-000.000-922.000	BUCH TWP UTILITY ASSESSMENT	14,000.00	0.00	0.00	14,000.00	0.00
592-000.000-943.001	HYDRANT RENTAL	4,500.00	3,922.00	3,922.00	578.00	87.16
592-000.000-995.469	TRANSFERS OUT - TO BLDG AUTH	0.00	250,000.00	0.00	(250,000.00)	100.00
Net - Dept 000.000		3,303,000.00	2,395,667.74	29,023.54	907,332.26	
Dept 273.000 - BUILDING AUTHORITY						
592-273.000-995.369	TRANSFERS OUT - TO BLDG AUTH DEBT FUND	0.00	74,773.44	0.00	(74,773.44)	100.00
Net - Dept 273.000 - BUILDING AUTHORITY		0.00	(74,773.44)	0.00	74,773.44	
Dept 590.000 - SEWER MAINTENANCE & OPERATION						
592-590.000-702.000	SALARIES-FULL TIME	387,000.00	200,649.95	0.00	186,350.05	51.85
592-590.000-703.000	SALARIES-OVERTIME	10,000.00	8,877.67	0.00	1,122.33	88.78
592-590.000-705.000	SALARIES-PART TIME	5,000.00	0.00	0.00	5,000.00	0.00
592-590.000-715.000	FRINGE BENEFITS	198,000.00	73,800.74	82.38	124,199.26	37.27
592-590.000-716.000	PENSION EXP-GASB 68	5,000.00	0.00	0.00	5,000.00	0.00
592-590.000-728.000	OFFICE SUPPLIES	1,000.00	235.00	0.00	765.00	23.50
592-590.000-730.000	POSTAGE	1,500.00	199.02	0.00	1,300.98	13.27
592-590.000-743.000	CHEMICALS	22,000.00	11,448.19	0.00	10,551.81	52.04
592-590.000-744.101	PAYROLL PROCESSING	1,000.00	233.44	0.00	766.56	23.34
592-590.000-751.000	GAS AND OIL	7,500.00	3,350.48	0.00	4,149.52	44.67
592-590.000-756.000	MISCELLANEOUS SUPPLIES	8,000.00	4,069.55	0.00	3,930.45	50.87
592-590.000-757.000	LAB SUPPLIES	13,000.00	9,294.92	20.90	3,705.08	71.50
592-590.000-758.000	EQUIPMENT MAINT SUPPLIES	5,000.00	4,378.61	0.00	621.39	87.57
592-590.000-768.000	UNIFORMS	2,000.00	400.00	0.00	1,600.00	20.00
592-590.000-807.000	AUDIT	10,000.00	7,762.06	0.00	2,237.94	77.62
592-590.000-818.000	CONTRACTUAL	40,000.00	24,314.57	495.00	15,685.43	60.79
592-590.000-820.000	LAB ANALYTICAL SERVICE	12,000.00	6,596.21	0.00	5,403.79	54.97
592-590.000-831.000	MEMBERSHIP AND DUES	2,000.00	0.00	0.00	2,000.00	0.00
592-590.000-853.000	TELEPHONE, INTERNET, CABLE	5,000.00	3,488.93	0.00	1,511.07	69.78
592-590.000-864.000	CONFERENCES AND WORKSHOP	3,500.00	889.28	0.00	2,610.72	25.41
592-590.000-873.000	TRAVEL & CAR ALLOWANCE	1,000.00	0.00	0.00	1,000.00	0.00
592-590.000-902.000	PRINTING & PUBLISHING	9,500.00	5,608.16	0.00	3,891.84	59.03
592-590.000-921.000	UTILITIES	160,000.00	75,964.28	115.66	84,035.72	47.48
592-590.000-931.000	MAINTENANCE - BUILDINGS	3,000.00	0.00	0.00	3,000.00	0.00
592-590.000-933.000	MAINTENANCE - EQUIPMENT	20,000.00	3,078.18	0.00	16,921.82	15.39
592-590.000-934.000	MAINT. - OFFICE EQUIPMENT	1,000.00	22.96	0.00	977.04	2.30
592-590.000-936.000	SOLIDS HANDLING & DISPOSAL	40,000.00	23,615.56	752.40	16,384.44	59.04
592-590.000-937.000	ELECTRICAL MAINTENANCE	4,000.00	0.00	0.00	4,000.00	0.00
592-590.000-937.001	INSTRUMENT MAINTENANCE	2,000.00	690.50	0.00	1,309.50	24.52
592-590.000-938.000	MAINTENANCE - SYSTEM	40,000.00	27,920.02	0.00	12,079.98	

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	03/31/2025	MONTH 03/31/2025	BALANCE	USED
Fund 592 - WATER AND SEWER FUND						
592-590.000-939.000	MAINTENANCE - VEHICLE	3,000.00	2,796.57	0.00	203.43	93.22
592-590.000-943.000	EQUIPMENT RENTAL	500.00	0.00	0.00	500.00	0.00
592-590.000-957.002	ANNUAL PERMIT FEES	6,500.00	5,760.00	0.00	740.00	88.62
592-590.000-960.000	EDUCATION AND TRAINING	3,500.00	1,364.20	0.00	2,135.80	38.98
592-590.000-961.000	MEDICAL EXAMS	400.00	168.00	0.00	232.00	42.00
592-590.000-962.000	MISCELLANEOUS	4,000.00	0.00	0.00	4,000.00	0.00
592-590.000-963.000	FIRE & LIABILITY INSURANCE	16,500.00	16,463.34	0.00	36.66	99.78
Net - Dept 590.000 - SEWER MAINTENANCE & OPERATION		(1,053,400.00)	(523,440.39)	(1,466.34)	(529,959.61)	
Dept 591.000 - WATER MAINTENANCE & OPERATION						
592-591.000-702.000	SALARIES-FULL TIME	310,000.00	188,392.76	0.00	121,607.24	60.77
592-591.000-703.000	SALARIES-OVERTIME	20,000.00	7,044.97	0.00	12,955.03	35.22
592-591.000-705.000	SALARIES-PART TIME	5,000.00	0.00	0.00	5,000.00	0.00
592-591.000-715.000	FRINGE BENEFITS	161,000.00	73,278.30	67.98	87,721.70	45.51
592-591.000-716.000	PENSION EXP-GASB 68	5,000.00	0.00	0.00	5,000.00	0.00
592-591.000-728.000	OFFICE SUPPLIES	2,000.00	143.79	0.00	1,856.21	7.19
592-591.000-729.002	METERS-HYDRANTS-FITTINGS	25,000.00	10,551.65	1,069.30	14,448.35	42.21
592-591.000-730.000	POSTAGE	1,500.00	3,401.53	0.00	(1,901.53)	226.77
592-591.000-743.000	CHEMICALS	15,000.00	6,870.96	0.00	8,129.04	45.81
592-591.000-744.101	PAYROLL PROCESSING	600.00	233.44	0.00	366.56	38.91
592-591.000-751.000	GAS AND OIL	5,500.00	3,786.42	0.00	1,713.58	68.84
592-591.000-756.000	MISCELLANEOUS SUPPLIES	1,800.00	1,886.28	6.35	(86.28)	104.79
592-591.000-758.000	EQUIPMENT MAINT SUPPLIES	10,000.00	4,472.60	0.00	5,527.40	44.73
592-591.000-768.000	UNIFORMS	1,000.00	682.46	0.00	317.54	68.25
592-591.000-807.000	AUDIT	10,500.00	7,762.06	0.00	2,737.94	73.92
592-591.000-818.000	CONTRACTUAL	40,000.00	47,732.66	550.00	(7,732.66)	119.33
592-591.000-820.000	LAB ANALYTICAL SERVICE	3,500.00	2,088.48	0.00	1,411.52	59.67
592-591.000-831.000	MEMBERSHIP AND DUES	2,000.00	556.00	0.00	1,444.00	27.80
592-591.000-853.000	TELEPHONE, INTERNET, CABLE	5,000.00	3,095.99	135.80	1,904.01	61.92
592-591.000-864.000	CONFERENCES AND WORKSHOP	2,500.00	412.50	0.00	2,087.50	16.50
592-591.000-873.000	TRAVEL & CAR ALLOWANCE	500.00	0.00	0.00	500.00	0.00
592-591.000-902.000	PRINTING & PUBLISHING	9,500.00	5,566.07	0.00	3,933.93	58.59
592-591.000-921.000	UTILITIES	45,000.00	23,088.09	0.00	21,911.91	51.31
592-591.000-931.000	MAINTENANCE - BUILDINGS	6,000.00	2,332.00	0.00	3,668.00	38.87
592-591.000-933.000	MAINTENANCE - EQUIPMENT	7,000.00	2,342.03	0.00	4,657.97	33.46
592-591.000-934.000	MAINT. - OFFICE EQUIPMENT	1,000.00	2,819.97	0.00	(1,819.97)	282.00
592-591.000-937.000	ELECTRICAL MAINTENANCE	3,000.00	0.00	0.00	3,000.00	0.00
592-591.000-938.000	MAINTENANCE - SYSTEM	30,000.00	10,691.64	0.00	19,308.36	35.64
592-591.000-939.000	MAINTENANCE - VEHICLE	2,500.00	794.28	0.00	1,705.72	31.77
592-591.000-943.000	EQUIPMENT RENTAL	500.00	0.00	0.00	500.00	0.00
592-591.000-957.002	ANNUAL PERMIT FEES	1,300.00	1,293.38	0.00	6.62	99.49
592-591.000-960.000	EDUCATION AND TRAINING	2,500.00	0.00	0.00	2,500.00	0.00
592-591.000-961.000	MEDICAL EXAMS	500.00	0.00	0.00	500.00	0.00
592-591.000-962.000	MISCELLANEOUS	1,500.00	0.00	0.00	1,500.00	0.00
592-591.000-963.000	FIRE & LIABILITY INSURANCE	8,500.00	8,497.34	0.00	2.66	99.97
592-591.000-967.010	WELLHEAD PROTECTION PROGRAM	4,000.00	0.00	0.00	4,000.00	0.00
Net - Dept 591.000 - WATER MAINTENANCE & OPERATION		(750,200.00)	(419,817.65)	(1,829.43)	(330,382.35)	
Dept 907.000 - 2000 BOND SERIES						
592-907.000-993.000	INTEREST -2009 SRF	0.00	7,875.00	0.00	(7,875.00)	100.00
592-907.000-993.001	INTEREST -2010 DWRP	0.00	8,250.00	0.00	(8,250.00)	100.00
592-907.000-993.003	INTEREST -2020 OXIDATION DITCH	0.00	115,990.00	0.00	(115,990.00)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF BUCHANAN

PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	AVAILABLE BALANCE	% BDGT USED
Fund 592 - WATER AND SEWER FUND						
Net - Dept 907.000 - 2000 BOND SERIES		0.00	(132,115.00)	0.00	132,115.00	
Fund 592 - WATER AND SEWER FUND:						
TOTAL REVENUES		3,317,000.00	2,645,667.74	29,023.54	671,332.26	79.76
TOTAL EXPENDITURES		1,817,600.00	1,400,146.48	3,295.77	417,453.52	77.03
NET OF REVENUES & EXPENDITURES		1,499,400.00	1,245,521.26	25,727.77	253,878.74	83.07
TOTAL REVENUES - ALL FUNDS		7,950,441.00	6,610,139.00	134,902.83	1,340,302.00	83.14
TOTAL EXPENDITURES - ALL FUNDS		6,053,275.00	4,430,082.07	25,904.30	1,623,192.93	73.18
NET OF REVENUES & EXPENDITURES		1,897,166.00	2,180,056.93	108,998.53	(282,890.93)	114.91