

REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, OCTOBER 28, 2024 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

AGENDA

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

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

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

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

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

- I. Call to Order**
- II. Recognition**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approve Agenda**
- VI. Public Comment - Agenda Items Only** (3-minute limit)
- VII. Consent Agenda** (can be approved all in one motion, for general housekeeping items)

A. Minutes

- 1) Consider the Regular Meeting Minutes from October 14, 2024.
- 2) Consider the Closed Session Minutes from October 14, 2024.

VIII. Scheduled Matters from the Floor (if any)

IX. Reports by: Departments, Committees, Boards

A. Community Development Report-Director Rich Murphy

- 1) Consider Resolution 2024.10/31, a resolution to accept the terms of MNRTF Grant agreement and commit to matching funds for the development of the Riverfront Park Project.
- 2) Consider Resolution 2024.10/32, a resolution of local government approval of a Social District Permit for Brookline Enterprises LLC, 206-208 Days Ave. Buchanan, MI.

X. Unfinished Business

XI. New Business

A. Construction Contract Award- Consider awarding the construction contract for the Front Street Retaining Wall project.

B. Expenditures- Consider the expenditures for October 28th, 2024, in the amount of \$363,866.48.

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

A. **Election Day**

The General Election is Tuesday, November 5th, 2024. Polls are open from 7:00 AM- 8:00 PM. To check your polling location online please visit Michigan.gov/vote or call the clerk's office.

B. **Meeting Dates**

1) The next Regular City Commission Meeting is Tuesday, November 12th, 2024 at 7:00 PM (due to Veterans Day).

2) The City Commission will hold a Special Workshop Meeting on Wednesday, November 13th, 2024, at 9:00 AM.

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



REGULAR MEETING OF THE BUCHANAN CITY COMMISSION

MONDAY, OCTOBER 14, 2024 – 7:00 PM

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

MINUTES

I. Public Hearing

A. Call to Order the Public Hearing

Mayor Weedon called the Public Hearing to order at 7:01 PM.

B. Roll Call

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

C. Open of Public Hearing

Motion made by Weedon, supported by Swem to Open the Public Hearing to hear and consider any objections to establishing a special assessment to defray the cost of operating the Southwestern Michigan Community Ambulance Service (SMCAS). Voice vote carries unanimously.

D. Statement of Purpose and Announcement of the Rules of the Hearing

The City Commission of the City of Buchanan has resolved its intention to proceed to defray its share of the cost of maintaining and operating the Southwestern Michigan Community Ambulance Service ("SMCAS") by establishing a special assessment district pursuant to Act 368 of 1978. The City Commission will hear and consider any objections.

Resident- Questioned, if the assessments would go to each of the parcels he owns.

E. Close of the Public Hearing

Motion made by George, supported by Vigansky, to close the Public Hearing at 7:03 PM. Roll call vote carries unanimously.

II. Call to Order the Regular Meeting

Mayor Weedon called the regular meeting at 7:04 PM.

III. Recognition

IV. Pledge of Allegiance

Mayor Weedon led in the pledge of allegiance.

V. Roll Call

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

CITY STAFF: City Manager, Tim Lynch; City Clerk, Kalla Langston; Community Development Director, Rich Murphy; Chief of Police Harvey Burnett

VI. Approve Agenda

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

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

Randy Hendrixson- support for the amended Buchanan Social District on behalf of LiveBuchanan.

Michael Reed- support for the amended Buchanan Social District.

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

A. Minutes

1) Consider approving the Regular Meeting Minutes from September 23rd, 2024.

2) Consider approving the Special Meeting Minutes from September 30th, 2024.

Motion made by Vigansky, supported by Money to approve the Consent Agenda, as presented.
Roll call vote carries unanimously.

IX. Scheduled Matters from the Floor (if any)

A. Frank Walsh of Walsh Municipal Services LLC

Walsh joined us via Zoom to provide an update. The community profile for the city manager search was published on Friday. The deadline for applying is November 8th, and we hope to start interviews between November 19th and 21st. The Community Profile can be found on MML, Indeed, and the City's Website. Applicants should refer to the Community Profile for instructions on how to apply and for further details about the position.

X. Reports by: Departments, Committees, Boards

A. Community Development Report, Director Rich Murphy

1) Consider Resolution 2024.10/28, a Resolution amending the boundaries of the Buchanan Social District.

Murphy presented an amended Buchanan Social District see **Attachment A**.

Motion made by Money, supported by Vigansky to approve Resolution 2024.10/28, as presented.

Yeas: Weedon, Vigansky, Money, George

Nay: None

Abstain: Swem, business interest

2) Consider approval of the Homeowner Assistance Program Walk Away Policy as a best practice for Buchanan's CDBG Program.

Murphy is asking for approval for a best practice walk-away policy for Buchanan's CDBG program.

Motion made by Vigansky, supported by Money to approve the walk-away policy as presented.

Roll call vote carries unanimously.

3) Consider Resolution 2024.10/30- a resolution amending a local government approval authorized by MCL 436.1501 for a New Class C License issued under MCL 436.1521(a)(1)(a)

Murphy presented the amended Resolution 2024.10/30. There was an administrative error with the MCL 436.1521(a)(1)(a), this is the updated Resolution and Murphy is asking to approval of the amendment.

Motion made by Swem, supported by Money to approve Resolution 2024.10/30 as presented.

B. Clerk Department Report, City Clerk Kalla Langston

- 1) *General Election Communication for Absentee, Early, and Election Day Voting.*
 Early voting will start on October 26th, 2024, and will run through November 3rd, 2024, at the Berrien County South County Building located at 1205 N Front St, Niles, MI. Absentee ballots are available, and if you wish to vote this way, please contact Langston. Election day is November 5th, 2024. The polls will be open from 7 AM to 8 PM.

XI. Unfinished Business

XII. New Business

- A. Resolution 2024.10/29**- *Consider Resolution 2024.10/29, special assessment district for emergency medical services through Southwestern Michigan Community Ambulance Service (SMCAS) District 1. Confirmation of special assessment roll.*

Motion made by Swem, supported by Money to approve resolution 2024.10/29, a special assessment of district emergency medical services through the Southwestern Michigan Community Ambulance Service (SMCAS) District. Roll call vote carries unanimously.

- B. Street Sweeper**- Consider the purchase of a new street sweeper.

Motion made by Vigansky, supported by Money to approve the purchase of a Street Sweeper per the proposal from MTEch for a global M3 Mechanical Sweeper, in the amount of \$314,155.00. Roll call vote carries unanimously.

- C. Expenditures** - *Consider approving the expenditures for October 14th, 2024, in the amount of \$183,407.70*

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

D. Closed Session

- 1) *Consider entering a Closed Session pursuant to MCL 15.268 Sec. 8 (1)(c) for discussions relating to the negotiation of collective bargaining agreements.*

Motion made by Swem, supported by George to enter closed session pursuant to MCL 15.268 Sec. 8(1)(c) for discussions relating to the negotiation of collective bargaining at 7:45 PM. Roll call vote carries unanimously.

- 2) *Consider Re-Enter Open Session.*

Motion made by Vigansky, supported by George to re-enter open session. Roll call vote carries unanimously.

- 3) *Consider action based on Closed Session discussions.*

Motion made by Money, supported by Vigansky to approve the AFSCME Union Contract effective July 1, 2024. 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)*

Haley Jones- Comments regarding the concrete pad at Veteran's Park needing railing.

Richard Martin- October 19th will be tree planting.

Beth Murphy- Curious about whether there will be a forum, or any newspaper articles about any of the candidates running in November for City Commissioner.

XV. Executive Comments

A. City Manager Comments

Manager Lynch announced to the commission that the new discharge permit for the wastewater treatment plant had been issued. Our team is actively implementing the compliance schedules and new testing requirements. The Front Street retaining wall design is finalized, and bid documents have been advertised and issued, with bids due on October 23rd. We are aiming to award the project at the October 28th meeting and anticipate completion by the end of December.

Furthermore, the design for the McCoy Creek/Days Ave project is complete, and the bids are due on October 22nd. We plan to award the bids at the November 12th commission meeting, with the project scheduled for completion in May 2025. Our collaboration with the library and others in the vicinity aims to minimize the impact of construction for this significant project.

Moreover, he and Langston are actively evaluating new plotting software that utilizes GIS technology for managing and locating the cemetery sites. This strategic move will enhance our cemetery management. Lastly, Manager Lynch expressed gratitude to the commission for approving the union agreement during the meeting.

B. Commissioner Comments

George wants to ensure that when we implement the social district, we enforce the guidelines and maintain the highest standards of safety. George appreciates Mr. Lynch's efforts and is both dreading and excited about the search for another city manager.

Vigansky extended special thanks to Director Murphy for the demolition of the house on Victory and Richards. He also thanked Mr. Lynch for his continued hard work.

Money expressed gratitude to Mr. Lynch for his work on the Hoven retaining wall and the McCoy Creek/Days Ave projects. Money also thanked Chief Burnett and the other officers who participated in the Faith and Blue event, appreciating their visibility and support for the community. The cemetery board has been making progress on the chapel doors, which are nearly completed. Additionally, the Wreaths Across America program, which involves placing Christmas wreaths on veterans' plots, has been approved for our local veteran's circle. Money plans to gather more information and organize a formal ceremony at the cemetery.

Swem: The team did excellent work on the ASCFME union agreements. It took us four months to come to terms, and I'm glad everyone stayed at the table and worked hard to get that done. I'm happy to see investments being made from the planning session we had back in March. Street Sweeper was part of that investment for the community. Starting with creating that capital plan and following through is a very big deal. With that said, we will be having a follow-up session in November to address other priorities, such as the playground equipment at Kathryn Park. Recently, Director Murphy brought to my attention that AMTRAK South will be doing some work. I have asked the neighboring communities to stand behind us and work with us in allowing us to put some infrastructure for future expansion in the communities. This is a long-term standing goal, and more information will come in the future. Tomorrow, there is a meeting with all the groups that are impacted by the Common, trying to maximize that space to benefit all the groups that utilize it. The books continue to get cleaner, and a huge shoutout to Deb and Courtney. I continue to be impressed. Tonight was an excellent meeting, and I am proud of the progress that this commission continues to make. Weedon has done a great job stepping in as Mayor, and we will continue to work together as a commission.

C. Mayor Comments

Weedon echoed everyone's sentiments, expressing appreciation for the many positive aspects we have to discuss. Swem and I attended a Gateway Foundation event with several other communities. It was a fantastic event that truly embodied the spirit of the City of Buchanan. We value everyone's input on this commission, and even when we have differences, we can engage in respectful discourse. Mr. Lynch and Langston, thank you very much, and to the entire team, your hard work in all aspects of this city is truly appreciated.

XVI. Adjourn

Motion made by Vigansky, supported by Money to adjourn the meeting at 8:18 PM. Roll call vote carries unanimously.

Kalla Langston, City Clerk

Mayor Mark Weedon



Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **City of Buchanan** in the county of **Berrien County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act 135 of 2024, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

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

Project Title: Development of Riverfront Park Project #: TF23-0042

Grant Amount: \$229,400.00 74% PROJECT TOTAL: \$310,000.00

Match Amount: \$80,600.00 26%

Start Date: Date of Execution by DEPARTMENT End Date: 10/31/2026

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 12/09/2024 or the Agreement may be cancelled by the DEPARTMENT. **Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

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

GRANTEE

SIGNED

By [Print Name]:

Richard Murphy

Title:

Community Development Director

Organization:

City of Buchanan

SAM UEI : JMNRRK J2BYRX6 DUNS : 07-892-0220

DUNS Number

CV0047626

City of Buchanan

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED _____

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

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

GRANTEE CONTACT

Richard Murphy / Comm. Dev. Director

Name/Title

City of Buchanan

Organization

302 N. Redbud Trl

Address

Buchanan, MI 49107

Address

269-362-1233 mobile

Telephone Number

rmurphy@cityofbuchanan.com

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF23-0042** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **10/10/2024** through **10/31/2026**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
 - Access Pathway 5' - 6' wide
 - Bench(es)
 - Boardwalk
 - Canoe/Kayak Launch or Ramp
 - Landscaping
 - Paved ADA Parking Space(s)
 - Recycle Bin(s)
 - Trash Bin(s)
6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Seventy-Four percent (74%) of Three Hundred and Ten Thousand dollars (\$310,000.00)**, which is the total eligible cost of construction of the project facilities including

engineering costs, but in any event not to exceed **Two Hundred and Twenty-Nine Thousand Four Hundred dollars (\$229,400.00)**.

- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Seventy-Four percent (74%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MIGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Eighty Thousand Six Hundred dollars (\$80,600.00)** in local match. This sum represents **Twenty-Six percent (26%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE .
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans , specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project , including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas .
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2024** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 01/31/2027**. If the GRANTEE fails to submit a complete final request for reimbursement by **01/31/2027**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

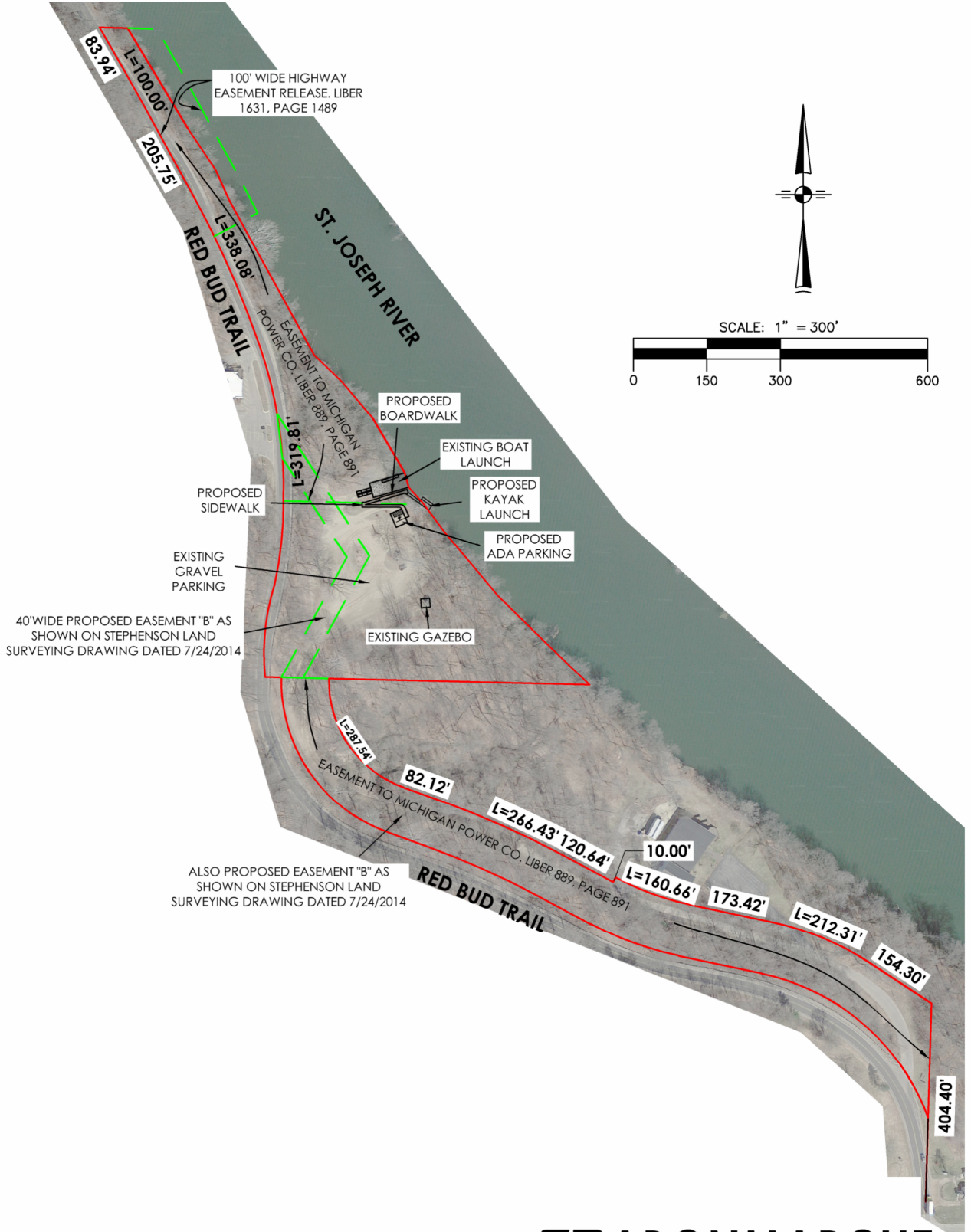
12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken

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

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

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

CITY OF BUCHANAN KAYAK LAUNCH PARK BOUNDARY MAP



O:\Proposals\Michigan\Governmental\City of Buchanan\2023\Kayak Launch DNR MNRTF\Drawings\City of Buchanan Boundary Map.dwg, 8-5x11 PLAIN-V, 4/12/2024 11:11:09 AM, mfrechling, 1:1



**CITY OF BUCHANAN KAYAK LAUNCH
PARK BOUNDARY MAP**

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF BERRIEN, CITY OF BUCHANAN.

PART OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 18 WEST, DESCRIBED AS: COMMENCING ON THE WEST BANK OF THE ST. JOSEPH RIVER AT ITS' INTERSECTION WITH THE SOUTH LINE OF SAID SECTION; THENCE WEST ALONG THE SOUTH SECTION LINE TO THE CENTER LINE OF THE RED BUD TRAIL; THENCE NORTH AND NORTHERLY ALONG SAID CENTERLINE TO A POINT 363 FEET DUE NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE EAST TO THE WEST BANK OF THE ST. JOSEPH RIVER; THENCE SOUTHEASTERLY ALONG SAID RIVER BANK TO THE PLACE OF BEGINNING.

ALSO, THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 26, TOWNSHIP 7 SOUTH, RANGE 18 WEST, BUCHANAN TOWNSHIP, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION 26, SAID POINT BEING ON THE CENTER LINE OF RED BUD TRAIL, 293.0 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE CONTINUING NORTH 0 DEGREES 21 MINUTES EAST, ALONG THE EAST LINE OF SAID SECTION 26, 404.4 FEET; THENCE NORTH 58 DEGREES 07 MINUTES 29 SECONDS WEST 154.30 FEET TO A POINT 140.0 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, TO THE CENTER LINE OF RED BUD TRAIL; THENCE, PARALLEL TO THE CENTER LINE OF RED BUD TRAIL, 212.31 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 569.1 FEET AND SUBTENDED BY A LONG CHORD, 211.08 FEET IN LENGTH AND HAVING A BEARING OF NORTH 68 DEGREES 48 MINUTES 45.5 SECONDS WEST; THENCE NORTH 79 DEGREES 30 MINUTES WEST, PARALLEL TO THE CENTER LINE OF RED BUD TRAIL, 173.42 FEET; THENCE, PARALLEL TO THE CENTER LINE OF RED BUD TRAIL, 160.66 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 565.9 FEET AND SUBTENDED BY A LONG CHORD 160.12 FEET IN LENGTH AND HAVING A BEARING OF NORTH 71 DEGREES 22 MINUTES WEST; THENCE SOUTH 26 DEGREES 46 MINUTES WEST 10.0 FEET TO A POINT 130.0 FEET NORTHERLY, MEASURED AT RIGHT ANGLES IN THE CENTER LINE OF RED BUD TRAIL; THENCE NORTH 63 DEGREES 14 MINUTES WEST, PARALLEL TO THE CENTER LINE OF RED BUD TRAIL, 120.64 FEET; THENCE, PARALLEL TO THE CENTER LINE OF RED BUD TRAIL, 266.43 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1831.86 FEET AND SUBTENDED BY A LONG CHORD 266.20 FEET IN LENGTH AND HAVING A BEARING OF NORTH 67 DEGREES 24 MINUTES WEST; THENCE NORTH 71 DEGREES 34 MINUTES WEST, PARALLEL TO THE CENTER LINE OF RED BUD TRAIL, 82.12 FEET; THENCE, PARALLEL TO THE CENTER LINE OF RED BUD TRAIL, 287.54 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 229.6 FEET AND SUBTENDED BY A LONG CHORD, 269.11 FEET IN LENGTH AND HAVING A BEARING OF NORTH 35 DEGREES 52 MINUTES 37 SECONDS WEST TO A POINT ON THE SOUTH LINE OF SECTION 23, TOWNSHIP 7 SOUTH, RANGE 18 WEST; THENCE WEST, ALONG THE SOUTH LINE OF SAID SECTION, 130.0 FEET TO THE CENTER LINE OF RED BUD TRAIL; THENCE SOUTHEASTERLY, ALONG THE CENTER LINE OF RED BUD TRAIL, AS ESTABLISHED BY A SURVEY, DATED NOVEMBER 5, 1974, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THE EXISTING RIGHT-OF-WAY NORTH OF THE CENTER LINE OF RED BUD TRAIL.

ALSO, THAT PART OF GOVERNMENT LOT 4, IN SECTION 23, TOWNSHIP 7 SOUTH, RANGE 18 WEST, BUCHANAN TOWNSHIP, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTH QUARTER POST OF SAID SECTION 23; THENCE EAST, ALONG THE SOUTH LINE OF SAID SECTION 23, 125.0 FEET TO THE CENTER OF NORTH MAIN ROAD; THENCE NORTH 28 DEGREES 07 MINUTES WEST, ALONG THE CENTER OF SAID ROAD, 411.57 FEET TO A POINT THAT IS 363.0 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 23; THENCE EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 23, 1486.12 FEET TO THE CENTER OF RED BUD TRAIL, AS CONSTRUCTED AND THE PLACE OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTHWESTERLY, ON A 885.37 FOOT RADIUS CURVE TO THE LEFT, 319.81 FEET, THE CHORD OF SAID CURVE MEASURES NORTH 10 DEGREES 09 MINUTES 14 SECONDS WEST 318.07 FEET; THENCE NORTHWESTERLY, ON A 1986.73 FOOT RADIUS CURVE TO THE LEFT, 338.08 FEET, THE CHORD OF SAID CURVE MEASURES NORTH 25 DEGREES 22 MINUTES 30 SECONDS WEST 337.67 FEET; THENCE NORTH 30 DEGREES 15 MINUTES WEST 205.75 FEET; THENCE NORTHWESTERLY ON A 4911.07 FOOT RADIUS CURVE TO THE LEFT, 100.0 FEET, THE CHORD OF SAID CURVE MEASURES NORTH 30 DEGREES 50 MINUTES WEST 100.0 FEET; THENCE NORTH 31 DEGREES 25 MINUTES WEST 83.94 FEET TO THE NORTH LINE OF GOVERNMENT LOT 4, ALL MEASURED ALONG THE CENTER LINE OF RED BUD TRAIL, AS CONSTRUCTED; THENCE SOUTH 89 DEGREES 57 MINUTES EAST, ALONG SAID NORTH LINE, 57.0 FEET, MORE OR LESS, TO THE WATER'S EDGE OF THE ST. JOSEPH RIVER; THENCE SOUTHEASTERLY, UPSTREAM, ALONG THE WATER'S EDGE OF SAID RIVER, 1132.0 FEET, MORE OR LESS, TO A POINT EAST OF THE PLACE OF BEGINNING; THENCE WEST 250.0 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

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

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.



DATE: 4/12/2024

ACI JOB #:

SHT: 2 of 2

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Engineering · Architecture · Land Surveying

CITY OF BUCHANAN
COUNTY OF BERRIEN, STATE OF MICHIGAN
RESOLUTION 2024.10/31

A RESOLUTION TO ACCEPT TERMS OF MNRTF GRANT AGREEMENT AND COMMIT TO MATCHING FUNDS FOR THE DEVELOPMENT OF RIVERFRONT PARK PROJECT

Upon motion made by _____, seconded by _____, the following:

“RESOLVED, that the City of Buchanan, Michigan, does hereby accept the terms of the Agreement for the Development of Riverfront Park project, #TF23-0042 as received from the Michigan Department of Natural Resources, and that the City of Buchanan does hereby specifically agree, but not by way of limitation, as follows:

To appropriate all funds necessary to complete the project during the project period and to provide eighty thousand and six hundred dollars (\$80,600) to match the grant authorized by the DEPARTMENT.

To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

To authorize Rich Murphy, Community Development Director to sign all documents associated with this grant.

The following aye votes were recorded:

The following nay votes were recorded:

RESOLUTION DECLARED:

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 relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the City Commission at a meeting held on October 24th, 2024 at 7:00p.m. at the Buchanan City Hall located at 302 N. Redbud Trail Buchanan, Michigan, with a quorum present.

Kalla Langston, Clerk

Date



Social District Permit Information



Local Governmental Approval Required Before You Apply

The city, township, or village where your business is located must have first designated a Social District before you may apply. Your licensed business must be contiguous to the commons area inside the Social District to qualify. Check with your local governmental unit to see if you qualify.

Your licensed business must also be approved individually by the city, township, or village before you apply for a Social District Permit. A local governmental unit approval form is attached to this application.

The governing body of a local governmental unit may designate a Social District within its jurisdiction that contains a commons area in which the patrons of qualified licensees may consume alcoholic liquor (beer, wine, mixed spirit drink, spirits, or mixed drinks/cocktails) in the commons area.

At least two (2) qualified licensees must have their licensed premises contiguous to a commons area for the area to qualify to be part of a social district.

The local governmental unit must define and clearly mark the commons area with signs. The local governmental unit must establish a management plan, including the hours of operation, for the commons area. These plans must be submitted to the Commission.

A qualified licensee may apply to the Commission for a Social District Permit using the attached application. The licensee must first obtain approval from the governing body of the local governmental unit before applying for the permit.

A licensee that has been issued a Social District Permit may sell alcoholic liquor for on-premises consumption on its licensed premises only, but then customers may remove the alcoholic liquor from the premises to be consumed in the commons area. A licensee must not sell alcoholic liquor in the commons area.

The commons area is not considered part of any licensee's licensed premises. Nevertheless, a licensee that has been issued a Social District Permit must make every effort to ensure that it does not sell alcoholic liquor to a minor or intoxicated person.

Any alcoholic liquor sold to customers for consumption in the commons area by a licensee with a Social District Permit must comply with all of the following:

- The serving container must prominently display the licensee's trade name or logo or some other mark that is unique to the licensee that sold the alcohol.
- The serving container must prominently display a logo or some other mark that is unique to the commons area.
- The serving container is not made of glass.
- The serving container does not have a liquid capacity over 16 ounces.

A customer that purchases alcoholic liquor to be consumed in a commons area must not transport that alcoholic liquor onto the licensed premises of another licensee contiguous to the commons area from which the customer did not purchase the alcoholic liquor, unless the other licensee is a B-Hotel licensee and also holds a Social District Permit. A licensee, other than a B-Hotel licensee with a Social District Permit, shall not allow alcoholic liquor to be brought onto its licensed premises that was purchased from another licensee with a Social District Permit.

A customer that purchases alcoholic liquor to be consumed in a commons area must not transport that alcoholic liquor outside of the commons area.

Qualified licensees for Social District Permits are:

- A retailer licensee that is licensed to sell alcoholic liquor for consumption on the premises, such as a Class C, Tavern, A-Hotel, B-Hotel, Club, G-1, or G-2. A Special License issued to a nonprofit organization is not a qualified licensee.
- A manufacturer with an On-Premises Tasting Room Permit.
- A manufacturer with an Off-Premises Tasting Room License or a Joint Off-Premises Tasting Room License. For Joint Off-Premises Tasting Room Licenses, all licensees that have licenses at that same location must be approved for and issued a Social District Permit.



Social District Permit Application

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name:		
Address:		
City:	State:	Zip Code:
Contact Name:	Phone:	Email:

Part 2 - Required Documents & Fees

<input type="checkbox"/> Local Governmental Unit Approval <input type="checkbox"/> Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)	
<input type="checkbox"/> \$70.00 Inspection Fee (MLCC Fee Code 4036) <input type="checkbox"/> \$250.00 Social District Permit Fee (MLCC Fee Code 4081)	<p>TOTAL DUE:</p> <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> <p>Make checks payable to State of Michigan</p>

Leave Blank - MLCC Use Only

Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Print Name of Licensee & Title
Signature of Licensee
Date

Please return this completed form and fees to:
 Michigan Liquor Control Commission
 Mailing address: P.O. Box 30005, Lansing, MI 48909
 Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
 Fax with Credit Card Authorization to: 517-284-8557



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (name of city, township, or village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____
(regular or special) (date) (name of city, township, or village)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.



Credit Card Authorization Form

**** FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 ****

**** DO NOT EMAIL OR MAIL THIS FORM ****

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

****IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED****

Name on Card: _____

Payment Amount: _____

Billing Address: _____

Card Number: _____

City: _____ State: _____ Zip Code: _____

Check One:

Phone: _____

MasterCard Visa Discover American Express

Email: _____

Security Code/CVV Code: _____

Applicant/Licensee Name: _____ Request or Business ID #: _____

Expiration Date: _____

Payment is for: _____

Signature _____

IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED.

Credit Card Payment Itemization:

Fee Type	Fee Amount	MLCC Fee Code
<input type="checkbox"/> Inspection Fee(s):	_____	4036
<input type="checkbox"/> Social District Permit Fee:	_____	4081

LARA Revenue Services **is not** a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. **Applications submitted through LARA Revenue Services may take up to two (2) additional business days to be received by the MLCC after receipt by LARA Revenue Services.**

For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.

City of Buchanan
Front Street Retaining Wall Construction
Bid Tabulation
October 28, 2024

The project consists of demolition of an existing timber retaining wall and construction of a new concrete retaining wall along with removal and replacement of existing sidewalks. The bid documents specified the work to be completed by December 20, 2024 with an option to provide an alternate completion date. The bids were as follows:

- **Selge Construction Co., Inc** **\$ 460,123.95**
Niles, MI

Selge proposed an alternate work completion date of May 1, 2025

- **Milestone Contractors, L.P.** **\$ 523,268.40**
South Bend, IN

Milestone proposed the wall to be completed 12/20/24 and the railing for the project to be fabricated and installed by 2/28/2025.

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN
 EXP CHECK RUN DATES 10/28/2024 - 10/28/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
2927							
29275	HICKOK PLUMBING & HEATING WATER SERVICE REPLACEMENT - 113 N. CBAHAM 592-591.000-938.000 MAINTENANCE - SYSTEM	10/11/2024	10/11/2024	3,186.39	0.00	Paid	Y 10/14/2024
2926							
29276	HICKOK PLUMBING & HEATING LEAKING BACKFLOW PREVENTER 101-265.000-931.000	10/11/2024	10/11/2024	354.70	0.00	Paid	Y 10/14/2024
10.17.24							
29278	GINA TEXTOR REIMBURSEMENT FOR TRAIL CANDY 401-000.000-970.031 TRAIL GRANT EXPENDITURES	10/17/2024	10/17/2024	2,566.72	0.00	Paid	Y 10/15/2024
09.30.24 - 0448							
29279	HONOR CREDIT UNION SEPT 2024 CC CHARGES - CITY CARD # CBAHAM 101-101.000-962.000 NAME PLATE 592-591.000-756.000 5 SUCTION LINE 101-301.000-756.000 ENVELOPES FOR PD 101-265.000-756.000 PAPER CLIPS & YELLOW STICKY NOTES 592-591.000-756.000 KEYBOARD 592-591.000-756.000 BARREL DRUM PUMP 469-000.000-756.002 EPOXY FOR DPW CABINETS/COUNTER 592-591.000-756.000 CHAIR MAT 101-265.000-756.000 MISCELLANEOUS SUPPLIES 101-265.000-756.000 COPY PAPER	09/30/2024	10/28/2024	802.87	802.87	Open	Y 09/30/2024
09.30.24-6104							
29280	HONOR CREDIT UNION SEPT 2024 CC CHARGES - BAKER CBAHAM 592-591.000-756.000 INK 101-253.000-728.000 MOUSE 469-000.000-818.000 STONE FOR DPW BUILDING 101-253.000-730.001 SPECIAL ASSESSMENT PAPER 101-253.000-730.001 SPECIAL ASSESSMENT LABELS	09/30/2024	10/28/2024	684.21	684.21	Open	Y 09/30/2024
09.30.24-5784							
29281	HONOR CREDIT UNION SEPT 2024 CC CHARGES - BURNETT CBAHAM 101-301.000-853.000 VONAGE 101-301.000-818.000 GPS TRACKERS	09/30/2024	10/28/2024	455.09	455.09	Open	Y 09/30/2024

* This is to put in front of CC even though they've been paid.

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN
 EXP CHECK RUN DATES 10/28/2024 - 10/28/2024
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
09.30.24-0648 29282	HONOR CREDIT UNION SEPT 2024 CC CHARGES - CITY CARD # 101-265.000-818.000 PRIME	09/30/2024 CBAHAM	10/28/2024	- 14.99 14.99	14.99	Open	Y 09/30/2024
09.30.24-8531 29283	HONOR CREDIT UNION SEPT 2024 CC CHARGES - D. PEREZ 101-754.000-857.000 WEBSITE 101-262.000-728.000 POSTAGE	09/30/2024 CBAHAM	10/28/2024	220.79 16.24 204.55	220.79	Open	Y 09/30/2024
09.30.24-9990 29284	HONOR CREDIT UNION SEPT 2024 CC CHARGES - T. LYNCH 592-590.000-864.000 CONFERENCES AND WORKSHOP 592-590.000-756.000 MISCELLANEOUS SUPPLIES	09/30/2024 CBAHAM	10/28/2024	346.87 111.87 235.00	346.87	Open	Y 09/30/2024
09.30.24 29286	AALFS PETROLEUM INC. SEPTEMBER FUEL CHARGES 101-301.000-751.000 GAS AND OIL 101-441.000-751.000 GAS AND OIL 592-591.000-751.000 GAS AND OIL 592-590.000-751.000 GAS AND OIL 101-567.000-751.000 GAS AND OIL 101-336.000-751.000 GAS AND OIL	09/30/2024 CBAHAM	10/31/2024	2,675.71 684.20 826.82 498.14 49.75 495.27 121.53	2,675.71	Open	Y 09/30/2024
17033 29287	AMERICAN LEGION POST 51 REIMBURSEMENT FOR FLAG - DPW 469-000.000-756.002 FURNITURE, FIXTURES & EQUIPMENT	10/16/2024 CBAHAM	10/31/2024	99.10 99.10	99.10	Open	Y 10/21/2024
10.12.24 29288	ASHLEY HANSON FINAL MARKET MASTER HOURS 101-754.000-803.000 MARKET MASTER FEES	10/12/2024 CBAHAM	10/31/2024	600.00 600.00	600.00	Open	Y 10/21/2024
154706 29289	ABONMARCHE CONSULTANTS, INC. ENGINEERING SERVICES THROUGH 9.30. 214-000.000-818.000 CONTRACTUAL	10/15/2024 CBAHAM	11/15/2024	2,500.60 2,500.60	2,500.60	Open	Y 09/30/2024
PSI-0441820 29290	HULL LIFT TRUCK CEMETERY MINI LOADER PARTS (REAR W CBAHAM	10/11/2024 CBAHAM	11/11/2024	289.28	289.28	Open	Y 10/21/2024

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
	101-441.000-933.000	MAINTENANCE - EQUIPMENT		289.28			
10.10.24 29291	BERRIEN COUNTY RECORD SEXTON JOB POSTING 101-215.000-903.000	10/10/2024 CBAHAM	11/10/2024	73.95	73.95	Open	Y 10/21/2024
		LEGAL NOTICES & RECORDINGS		73.95			
9545126 29292	BUTZEL ATTORNEYS & COUNSELORS CRIMINIAL PROSECUTION 101-301.000-826.000	07/18/2024 CBAHAM	08/18/2024	130.00	130.00	Open	Y 10/21/2024
		LEGAL FEES		130.00			
10.10.24 29293	CULLIGAN OF COLOMA CITY HALL WATER - AUG & SEPT 101-265.000-818.000	10/10/2024 CBAHAM	10/31/2024	89.25	89.25	Open	Y 09/30/2024
		CONTRACTUAL		89.25			
00311 29294	CITY OF BRIDGMAN WATER SAMPLES 592-591.000-820.000	10/07/2024 CBAHAM	11/07/2024	680.00	680.00	Open	Y 09/30/2024
		LAB ANALYTICAL SERVICE		680.00			
10.9.24 29295	CAMPBELL FORD, LINCOLN-MERCURY WWTP TRUCK LIGHT 592-590.000-939.000	10/09/2024 CBAHAM	11/09/2024	344.63	344.63	Open	Y 10/21/2024
		MAINTENANCE - VEHICLE		344.63			
4208257152 29296	CINTAS CORPORATION CITY HALL MATS 101-265.000-818.000	10/15/2024 CBAHAM	11/15/2024	90.68	90.68	Open	Y 10/21/2024
		CONTRACTUAL		90.68			
4208257084 29297	CINTAS CORPORATION DPW SHOP MATS & TOWELS 101-441.000-818.000	10/15/2024 CBAHAM	11/15/2024	165.39	165.39	Open	Y 10/21/2024
		CONTRACTUAL		165.39			
1448 29298	COREWELL HEALTH C. REED DRUG SCREEN FROM ACCIDENT 101-301.000-961.000	10/07/2024 CBAHAM	11/07/2024	90.00	90.00	Open	Y 10/21/2024
		MEDICAL EXAMS		90.00			
10.14.24-11.13.24 29299	COMCAST BUSINESS MOTHLY CYCLE 592-590.000-853.000 101-441.000-853.000	10/07/2024 CBAHAM	10/28/2024	872.19	872.19	Open	Y 10/21/2024
		TELEPHONE, INTERNET, CABLE		402.83			
		TELEPHONE, INTERNET, CABLE		308.54			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	101-567.000-853.000	TELEPHONE, INTERNET, CABLE		160.82			
S105923565.001							
29300	ETNA SUPPLY CO.	10/14/2024	11/14/2024	923.25	923.25	Open	Y
	SUPPLIES FOR WATER DEPT	CBAHAM					10/21/2024
	592-591.000-729.002	METERS-HYDRANTS-FITTINGS		923.25			
0049923							
29301	JONES PETRIE RAFINSKI CORP.	10/01/2024	10/31/2024	1,640.00	1,640.00	Open	Y
	PROJECT: 2024-01248 FRONT ST RETAI	CBAHAM					10/21/2024
	214-000.000-818.000	CONTRACTUAL		1,640.00			
2024							
29302	ICMA MEMBERSHIP RENEWALS	10/01/2024	10/31/2024	572.00	572.00	Open	Y
	MEMBERSHIP RENEWAL	CBAHAM					10/21/2024
	101-172.000-831.000	MEMBERSHIP AND DUES		572.00			
10.21.24							
29303	JERRY FLENOR	10/21/2024	11/15/2024	63.45	63.45	Open	Y
	REIMBURSEMENT FOR MULCH, WHITE STR	CBAHAM					10/21/2024
	401-000.000-970.031	TRAIL GRANT EXPENDITURES		63.45			
380780							
29304	KRUGGEL LAWTON CPA	09/30/2024	10/30/2024	2,900.00	2,900.00	Open	Y
	PROGRESS BILL FOR ANNUAL AUDIT	CBAHAM					09/30/2024
	101-253.000-807.000	AUDIT		1,450.00			
	592-590.000-807.000	AUDIT		725.00			
	592-591.000-807.000	AUDIT		725.00			
755016							
29305	MPEC	10/08/2024	11/08/2024	1,200.00	1,200.00	Open	Y
	DPW POST LIFT INSTALL	CBAHAM					10/21/2024
	469-000.000-818.000	CONTRACTUAL		1,200.00			
1025							
29306	MICHIANA GRANITE SOLUTIONS	10/07/2024	11/07/2024	600.00	600.00	Open	Y
	WIDOW SILLS FOR DPW BUILDING	CBAHAM					10/21/2024
	469-000.000-818.000	CONTRACTUAL		600.00			
E35169							
29307	MWEA	10/11/2024	11/11/2024	285.00	285.00	Open	Y
	Z. MARTIN LAB PRACTICES SEMINAR	CBAHAM					10/21/2024
	592-590.000-960.000	EDUCATION AND TRAINING		285.00			
3388984							
29308	MATERIALS RESOURCES	10/15/2024	11/15/2024	9.25	9.25	Open	Y
	MESH VEST FOR WWTP	CBAHAM					10/21/2024

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 DB: Buchanan

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
3388837	592-590.000-756.000	MISCELLANEOUS SUPPLIES		9.25			
29309	MATERIALS RESOURCES GLOVES FOR WWTP 592-590.000-756.000	10/10/2024 CBAHAM MISCELLANEOUS SUPPLIES	11/10/2024	50.34	50.34	Open	Y 10/21/2024
2303244	29310	MICHIANA AGGREGATE, INC. ASPHALT, GRAVEL, STONE AND SAND - 202-463.000-782.000	09/30/2024 CBAHAM ROAD MAIN. MATERIAL & SUPPLIES	1,046.78	1,046.78	Open	Y 09/30/2024
235813	29311	PRINTING SYSTEMS AV BALLOT ENVELOPES 101-262.000-728.000	10/02/2024 CBAHAM OFFICE SUPPLIES	78.56	78.56	Open	Y 10/21/2024
235618	29312	PRINTING SYSTEMS AV BALLOT ENVELOPES 101-262.000-728.000	09/19/2024 CBAHAM OFFICE SUPPLIES	150.59	150.59	Open	Y 10/21/2024
84895	29313	PREIN & NEWHOF FEED MILL/BARODA TIRE LAND SPLIT 101-700.000-735.000	10/10/2024 CBAHAM ECONOMIC DEVELOPMENT	3,125.00	3,125.00	Open	Y 10/21/2024
2411-2321110	29314	SBF ENTERPRISES POSTAGE PREPAY FOR WINTER TAX BILL 101-253.000-730.000	10/04/2024 CBAHAM POSTAGE	1,042.20	1,042.20	Open	Y 10/21/2024
03/90121	29315	SOUTHWESTERN SUPPLY BELTS FOR WWTP 592-590.000-758.000	10/16/2024 CBAHAM EQUIPMENT MAINT SUPPLIES	309.40	309.40	Open	Y 10/21/2024
BLR496656	29316	STATE OF MICHIGAN BOILER INSPECTION FOR CITY HALL - 101-265.000-931.000	10/09/2024 CBAHAM MAINTENANCE - BUILDINGS	75.00	75.00	Open	Y 10/21/2024
08.29.24-09.27.24	29317	SEMCO ENERGY GAS ENERGY USAGE 101-301.000-921.000 101-336.000-921.000	09/30/2024 CBAHAM ACCT 0157168.501 ACCT 0157576.500	586.00	586.00	Open	Y 09/30/2024

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	GL Distribution						
	101-265.000-921.000	ACCT 0359411.500		246.87			
	592-590.000-921.000	ACCT 0374061.500		30.36			
	101-265.000-921.000	ACCT 0158995.500		18.80			
	592-591.000-921.000	ACCT 0348966.501		70.74			
	592-590.000-921.000	ACCT 0158691.500		30.36			
	101-265.000-922.000	CITY CENTER/UTIL./REFUNDS		13.76			
	101-441.000-921.000	UTILITIES		58.60			
	101-267.000-956.000	BANK FEES AND CHARGES		3.50			
181387							
29318	TINA SPURLOCK	10/12/2024	11/12/2024	350.00	350.00	Open	Y
	FARMERS MARKET - CLEANED BATHROOMS	CBAHAM					10/21/2024
	101-754.000-756.014	MISCELLANEOUS		350.00			
5985							
29319	WEST MICHIGAN CRIMINAL JUSTICE	10/09/2024	11/08/2024	628.96	628.96	Open	Y
	FALL 2024 302 FUNDS FOR WMCJTC	CBAHAM					10/21/2024
	701-000.000-582.008	POLICE 302 TRAINING FUNDS		628.96			
22018							
29320	GENE WESNER AUTOMOTIVE	10/17/2024	11/17/2024	794.28	794.28	Open	Y
	MULTI INSPECTION ON WATER DEPT TRU	CBAHAM					10/21/2024
	592-591.000-939.000	MAINTENANCE - VEHICLE		794.28			
R69457754							
29321	YOURMEMBERSHIP.COM, INC.	10/12/2024	11/12/2024	249.00	249.00	Open	Y
	CITY MANAGER JOB POSITNG	CBAHAM					10/21/2024
	101-172.000-718.000	RECRUITMENT & RELOCATION		249.00			
755795							
29322	MPEC	10/16/2024	11/16/2024	158.21	158.21	Open	Y
	BATTERY FOR ODB	CBAHAM					10/21/2024
	101-441.000-758.000	EQUIPMENT MAINT SUPPLIES		158.21			
IN245628							
29324	THE SAFETY COMPANY LLC	10/18/2024	10/18/2024	314,155.00	314,155.00	Open	Y
	NEW STREET SWEEPER - APPROVED 10/1	CBAHAM					10/21/2024
	202-463.000-818.000	CONTRACTUAL		78,538.75			
	203-463.000-818.000	CONTRACTUAL		78,538.75			
	592-000.000-140.000	EQUIPMENT		157,077.50			
510576							
29325	NORTH CENTRAL LABORATORIES	10/17/2024	11/17/2024	727.16	727.16	Open	Y
	LAB SUPPLIES WWTP	CBAHAM					10/21/2024
	592-590.000-757.000	LAB SUPPLIES		727.16			

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41451-2 29326	STAR UNIFORM SHIRT FOR BURNETT 101-301.000-768.000 UNIFORMS	10/18/2024 CBAHAM	11/18/2024	73.00 73.00	73.00	Open	Y 10/21/2024
15971 29327	BERRIEN COUNTY TREASURER 500 ABANDONED VEHICLE STICKERS 101-301.000-756.000 MISCELLANEOUS SUPPLIES	10/10/2024 CBAHAM	11/09/2024	123.92 123.92	123.92	Open	Y 10/21/2024
IN245701 29328	KIESLER'S POLICE SUPPLY, INC. AMMO FOR RIFLE & DUTY 101-301.000-756.000 MISCELLANEOUS SUPPLIES 101-301.000-729.000 TARGET RANGE & SUPPLIES	08/30/2024 CBAHAM	09/29/2024	1,888.00 688.00 1,200.00	1,888.00	Open	Y 10/21/2024
9975958340 29329	VERIZON WIRELESS X3 AIR CARDS FOR PATROL VEHICLES 101-301.000-853.000 TELEPHONE, INTERNET, CABLE	10/10/2024 CBAHAM	11/02/2024	120.07 120.07	120.07	Open	Y 10/21/2024
017660 29330	CMP DISTRIBUTORS BALLISTIC VEST FOR CODE ENFORCEMEN 101-301.000-962.000 MISCELLANEOUS	10/17/2024 CBAHAM	11/17/2024	804.00 804.00	804.00	Open	Y 10/21/2024
154707 29331	ABONMARCHE CONSULTANTS, INC. ENGINEERING SERVICES THROUGH 9.30. 701-000.000-582.047 KAYAK LAUNCH GRANT MATCH	10/15/2024 CBAHAM	11/15/2024	3,558.75 3,558.75	3,558.75	Open	Y 10/21/2024
10.17.24 29332	BERRIEN COUNTY RECORD NOTICE OF ELECTION 101-215.000-903.000 LEGAL NOTICES & RECORDINGS	10/17/2024 CBAHAM	11/17/2024	73.95 73.95	73.95	Open	Y 10/21/2024
9554629 29333	BUTZEL ATTORNEYS & COUNSELORS SERVICES THROUGH 9.30.24 - COLLECT 101-101.000-826.000 LEGAL FEES 101-172.000-826.000 LEGAL FEES	10/21/2024 CBAHAM	11/21/2024	6,886.94 3,443.47 3,443.47	6,886.94	Open	Y 09/30/2024
9554630 29334	BUTZEL ATTORNEYS & COUNSELORS SERVICES THROUGH 9.30.24 - CRIMINA 101-301.000-826.000 LEGAL FEES	10/21/2024 CBAHAM	11/21/2024	175.00 175.00	175.00	Open	Y 09/30/2024

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	GL Distribution						
0167263-IN							
29335	S.E BERRIEN COUNTY LANDFILL SEPTAGE DISPOSAL 592-590.000-936.000	10/11/2024 CBAHAM	11/11/2024	376.20 376.20	376.20	Open	Y 10/21/2024
21548							
29336	BILL CAMERON REIMBURSEMENT FOR HAAS FIRE ALARM 101-753.000-922.000	08/21/2024 CBAHAM	09/20/2024	475.00 475.00	475.00	Open	Y 08/31/2024
10.31.24							
29337	AT&T MONTHLY BILLING 101-753.000-853.000 592-590.000-853.000 592-591.000-853.000	10/31/2024 CBAHAM	11/04/2024	258.81 184.23 33.19 41.39	258.81	Open	Y 10/21/2024
# of Invoices:	60	# Due:	57	Totals:	363,866.48		357,758.67
# of Credit Memos:	0	# Due:	0	Totals:	0.00		0.00
Net of Invoices and Credit Memos:					363,866.48		357,758.67

↑
 Amount for approval ← this reflects the 3 already pd.

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	GL Distribution						
--- TOTALS BY FUND ---							
	101 - GENERAL			24,273.29	23,918.59		
	202 - MAJOR STREETS			79,585.53	79,585.53		
	203 - LOCAL STREETS			78,538.75	78,538.75		
	214 - STREET REPAIR & MAINTENANCE			4,140.60	4,140.60		
	401 - CAPITAL PROJECT FUND			2,630.17	63.45		
	469 - BUILDING AUTHORITY CONSTRUC			2,473.09	2,473.09		
	592 - WATER AND SEWER FUND			168,037.34	164,850.95		
	701 - TRUST AND AGENCY			4,187.71	4,187.71		
--- TOTALS BY DEPT/ACTIVITY ---							
	000.000 -			170,509.07	167,942.35		
	101.000 - CITY COMMISSION			3,451.46	3,451.46		
	172.000 - CITY MANAGER			4,264.47	4,264.47		
	215.000 - CITY CLERK			147.90	147.90		
	253.000 - TREASURER			2,617.42	2,617.42		
	262.000 - ELECTIONS			433.70	433.70		
	265.000 - BUILDING AND GROUNDS			1,344.63	989.93		
	267.000 - ADMIN. & RECORD KEEPING			3.50	3.50		
	301.000 - POLICE			4,583.53	4,583.53		
	336.000 - FIRE DEPARTMENT			213.28	213.28		
	441.000 - DEPARTMENT OF PUBLIC WO			1,806.84	1,806.84		
	463.000 - ROUTINE STREET MAINTENA			158,124.28	158,124.28		
	567.000 - CEMETERY			656.09	656.09		
	590.000 - SEWER MAINTENANCE & OPE			3,720.34	3,720.34		
	591.000 - WATER MAINTENANCE & OPE			7,239.50	4,053.11		
	700.000 - COMMUNITY AND ECONOMIC			3,125.00	3,125.00		
	753.000 - PEAR'S MILL			659.23	659.23		
	754.000 - FARMERS' MARKET			966.24	966.24		