

REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, NOVEMBER 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 Public Hearing #1

II. Roll Call

III. Opening of Public Hearing #1

IV. Statement of Purpose and Announcement of Rules

A. *The purpose of the public hearing is to hear public comments on a proposed Ordinance 2025.11/444 Unified Development Code, also referred to as the Zoning Ordinance. The proposed zoning ordinance to establish zoning districts and land use regulations governing the City of Buchanan, Berrien County, Michigan; to provide for regulations governing nonconforming uses and structures; to provide for a Zoning Board of Appeals and its duties and powers; to provide for the administration of this Ordinance including the official whose duty it shall be to enforce the provisions thereof; to provide penalties for the violations of this Ordinance; and to provide for conflicts with other ordinances or regulations.*

V. Close of Public Hearing #1

VI. Call to Order Public Hearing #2

VII. Roll Call

VIII. Opening of Public Hearing #2

IX. Statement of Purpose and Announcement of Rules

A. *The public hearing aims to gather comments on proposed Ordinance 2025.12/445, which amends Chapter 34 of the code of ordinances, specifically Article 11 about even-year elections, Section 34-29 regarding the filing of nominating petitions.*

X. Close of Public Hearing #2

XI. Call to Order Public Hearing #3

XII. Roll Call

XIII. Opening of Public Hearing #3

XIV. Statement of Purpose and Announcements of Rules

- A. *The purpose of the public hearing is to hear public comments on the possible sale of city property located at the following addresses. After the public hearing, the commission will consider the sale of said properties: 405 Elizabeth Street · 411 Elizabeth Street · 416 Bluff Street · 418 Bluff Street · 420 Elizabeth Street · 314 Arctic Street · 503 Arctic Street · 418 Fulton Street · 724 W Roe Street · 907 Victory Street · 1104 Victory Street · 1106 Victory Street, (all located in Buchanan MI, 49107).*

XV. Close of Public Hearing #3

XVI. Call to Order the Regular Meeting

XVII. Recognition

XVIII. Pledge of Allegiance

XIX. Invocation

XX. Roll Call

XXI. Approve Agenda

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

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

- A. **Minutes-** *Consider approving the Regular Meeting Minutes from October 27th, 2025.*

- B. **Department Head Reports-** *Receive monthly reports.*

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

XXV. Reports by: Departments, Committees, Boards

- A. **Election Report** - *Special Election November 4th, 2025.*

XXVI. Unfinished Business

- A. **Ordinance 2025.11/444-** *Consider the second reading and enactment of the Unified Development Code of the City of Buchanan (Zoning Ordinance).*

- B. **Ordinance 2025.12/445-** *Consider the first reading of Ordinance 2025.12/445, an Ordinance to amend Chapter 34, Elections Article II. Even Year Elections, Section 34-29. Filing of Nominating Petitions.*

- C. **Sale of City-owned Properties-** *Consider the sale of City-owned properties at: 405 Elizabeth Street-411 Elizabeth Street-416 Bluff Street-418 Bluff Street-420 Elizabeth Street-314 Arctic Street -503 Arctic Street-418 Fulton Street-724 W Roe Street-907 Victory Street-1104 Victory Street-1106 Victory Street*

XXVII. New Business

- A. **Restrictive Covenant-** *Consider allowing the city manager to execute the restrictive covenant updates on the former Clark Equipment historic properties.*

- B. **Introduction of Ordinance 2025.12/446-** *an Ordinance for Sanitary Lateral Sewer Service.*

- C. **CDBG Northside Home Repair Program-** *Consider the approval of the bid and contract award to Cameron's Construction in the amount of \$36,907.00 for 514 Moravia.*

- D. **Traffic Control Order #260-** *Consider Traffic Control Order #260: the westside of Days Ave, south of E. Chicago St and north of E. Roe St shall be a "no parking" zone, except in areas that are already posted as designated parking zones.*

- E. Southwest Michigan Planning Commission**-*Consider Approval of Southwest Michigan Planning Commission Contract for 5-Year Parks & Recreation Plan*
- F. Expenditures**-*Consider the expenditures that were approved administratively from November 10th and those from November 24th, totaling the amount of \$121,790.10.*

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

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

XXX. Executive Comments

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

XXXI. Adjourn

**CITY OF BUCHANAN
CITY COMMISSION
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that the City Commission of the City of Buchanan, Berrien County, State of Michigan, will hold a public hearing at 7:00 p.m. on Monday, November 10th, 2025, at Buchanan City Hall, 302 N. Redbud Trail, Buchanan, Michigan. The purpose of the public hearing is to hear public comments on a proposed Ordinance 2025.11/444 Unified Development Code, also referred to as the Zoning Ordinance. The proposed zoning ordinance to establish zoning districts and land use regulations governing the City of Buchanan, Berrien County, Michigan; to provide for regulations governing nonconforming uses and structures; to provide for a Zoning Board of Appeals and its duties and powers; to provide for the administration of this Ordinance including the official whose duty it shall be to enforce the provisions thereof; to provide penalties for the violations of this Ordinance; and to provide for conflicts with other ordinances or regulations. Following the public hearing, the City Commission will hold its Regular Meeting, during which it will consider the second reading and enactment of Ordinance 2025.11/444.

The proposed Ordinance can be found on our website, cityofbuchanan.com, or a copy can be obtained at City Hall, 302 N. Redbud Trail, Buchanan, MI 49107. If you cannot attend the public hearing, written comments can be sent to Buchanan City Hall, 302 N. Redbud Trail, Buchanan, Michigan 49107, or emailed to City Clerk Kalla Langston at Clerk@cityofbuchanan.com and must be received by noon on Monday, November 10th, 2025.

Kalla Langston, City Clerk

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City of Buchanan
302 N Redbud Trail
Buchanan, MI 49107
269-695-3844

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Kalla Langston, City Clerk



REGULAR MEETING OF THE BUCHANAN CITY COMMISSION

MONDAY, OCTOBER 27, 2025 – 7:00 PM

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

MINUTES

I. Call to Order

The meeting was called to order by Mayor Weedon at 7:00 PM.

II. Recognition

III. Pledge of Allegiance

Mayor Weedon led in the Pledge of Allegiance of the United States.

IV. Invocation

Invocation was given.

V. Roll Call

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

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

VI. Approve Agenda

The motion was made by George, seconded by Vigansky to approve the agenda as presented. Voice votes carry unanimously.

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

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

A. Minutes- Consider the Regular Meeting Minutes from October 13th, 2025.

B. Street Closures- Front and Oak on 11/29/2025 from 4:45 PM-6:15 PM, submitted by Buchanan Area Chamber of Commerce.

C. Resignations- Accept the Resignations of Jeffrey Antisdell & Rick Paniagua from the DDA.

The motion was made by Swem, seconded by Money, to approve the consent agenda, as presented. Voice votes carry unanimously.

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

X. Reports by: Departments, Committees, Boards

XI. Unfinished Business

XII. New Business

A. Resolution 2025.10/24- A Resolution to accept terms of MNRTF Grant Agreement and Commit to Matching Funds for the Development of Riverfront Park Project Boat Launch Improvements (Phase 2).

The motion was made by Money, seconded by Vigansky to approve Resolution 2025.10/24, as presented. Roll call votes carried unanimously.

B. Master Plan Update- Consider the proposal from the Southwest Michigan Planning Commission for the City of Buchanan Master Plan update.

The motion was made by Swem, seconded by George to approve the proposal from Southwest Michigan Planning Commission in the amount of \$20,099.00, as presented. Roll call votes carried unanimously.

C. Expenditures- Consider the expenditures for October 27th, 2025.

The motion was made by Vigansky, supported by Money, to approve the expenditures in the amount of \$80,620.37. Roll call votes carried unanimously

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

A. November 4th, 2025, Special Election- Polls are scheduled to be open on Tuesday, November 4th, 2025, from 7 AM to 8 PM. If you wish to obtain an absentee ballot, please do so by November 3rd before 4 PM. It's important to note that there will be no early voting for this local election.

Additionally, you have the opportunity to register to vote at the clerk's office until November 4th, before 8 PM.

B. Halloween Trick-or-Treat Hours- October 31st from 6 pm-8 pm, "Hero's Alley" will be in the City Center parking lot to make sure your candy is safe to eat.

C. Reminder for Public Hearings-Three separate public hearings will be held on November 10, 2025, covering the following topics:

1. Ordinance 444 - Unified Development Code

2. Ordinance 445 - Nominating Petition Filings

3. Sale of City Property

You are encouraged to attend and share your comments on these items. More details can be found on the city's website.

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

Norma Ferris- Concerns about the Tree down at 3rd and Oak and when the sidewalk would be replaced.

XV. Executive Comments

A. City Manager Comments

McGhee addressed public comments regarding the tree stump removal, along with plans for the sidewalk to be poured this year. Other updates included the Cross Country team making it to State, and they will be escorted out of town on Friday. Happy Birthday to Commissioner Vigansky! The Planning Commission has been working on a Vacant Building Ordinance, and staff is currently drafting the ordinance. The DDA is looking for new members, and an application will be posted soon. Front Street has been base-coated, and more concrete is being poured. They are expected to return on Monday to complete the topping on everything north of Front Street. The City Hall parking lot will be striped, and Lehman's has been a great partner for City Hall by allowing the use of their parking lot.

B. Commissioner Comments

George thanked Dennis for all the work with the frameworks. She expressed excitement about the downtown coming together. The downtown construction will be substantially completed in November, which means the asphalt will be poured, sidewalks will be finished, and fire hydrants, along with other essential items, will be installed. In the spring, trees and landscaping will be added, as well as any potential punch list items. It's always a pleasure to work with City Hall and the Commission.

Swem- No comments.

Vigansky- Candy is very expensive this year for Halloween. Additionally, he mentioned that his grandkids will be competing at the State level for Cross Country. November 4th is an extremely important date for voting, and while my personal opinion is to vote "No," I encourage everyone to participate in the voting process regardless of their stance. The Planning Commission is currently working on the Ordinance.

Money- Congratulations to all the Cross Country teams that made it to State! I would like to thank Baker and the Department of Public Works (DPW) for their efforts in moving the mailboxes on Shirmer Parkway to enhance safety. I also want to compliment Emma on the fantastic flyers she created for the grand reopening; it should be a great event, and I hope everyone attends. Lastly, I want to express my gratitude to the Commission and staff for all their hard work.

C. Mayor Comments

I wished Commissioner Vigansky a happy birthday. I encourage everyone to walk downtown and see the progress we've made. I'm pleased that we have poured so much concrete, which will help prevent damage to buildings and improve walkability in the city. The opportunity for businesses to have tables and chairs on the sidewalks is going to be fantastic for our social district.

Thank you to everyone for their patience and for communicating with us to help make this city better. I also want to express my gratitude for the new mailboxes. I appreciate the Commission and the community, and I hope everyone can join us for the grand reopening.

XVI. Adjourn

The motion was made by Vigansky, seconded by Money, to adjourn the meeting at 7:34 PM. Roll call votes carry unanimously.

Kalla Langston, City Clerk

Mayor Mark Weedon



October Water Department Report

We have completed all the monthly requirements with EGLE to stay in compliance for the month of October.

We have been working on fixing meters that have not been sending readings. Finding some with broken wires or MXU was knocked off.

Replaced a couple of pit meters and repaired the pit structure.

Egle did a visit to inspect the well sites. I will receive a report in a couple weeks of their visit.

Still marking water shut offs for the crew to pot hole for our CDSMI report. They are more than halfway thru the town.

Working on the Lead/Copper sample plan for EGLE. I need 40 houses that must fit the criteria to be eligible for a sample site.

Ryan will be taking his S-4 D-4 water exam November 4th. He has been taking classes, and I have been studying with him.

Marking Miss Digs and reports when they come in.



Clerk Department City Meetings

In addition to participating in the meeting itself, time is spent scheduling, drafting/publishing the agenda, contributing supporting documentation, recording/creating/publishing minutes, creating/certifying/ publishing resolutions and ordinances, and proclamations, etc.

Meeting	Regular Mtg	Special Mtg	Subcommittees
City Commission	10/13/2025 & 10/27/2025		
Planning Commission	10/14/2025		
Tree Friends/DRC/ Buchanan	One		
DDA	10/8/2025	10/24/2025	10/15/2025
Joint Water Sewer Board			
Friends of the Trail	10/16/2025		
Election Commission	9/29/2025		
Resolutions	YTD	24	
Ordinances	YTD	5	

Elections

Preparation for the November election took place throughout October, with training scheduled for October 6th. The Election Commission convened and assigned workers. A new system was implemented for military and overseas voters, which proved challenging initially. It took two days to log in successfully, but once those issues were resolved, the system ran smoothly. Additionally, there were changes to the testing procedures during the public accuracy test, which now had to include the operation of the VAT machine (ballot marking device). Several changes were also made to the end-of-night procedures, all of which were successfully implemented. Voter Registration updated weekly. Received the Sunlight Award from Michigan Fair Elections as a responsive advocate.

FOIA Requests & Notary/Permits

YTD-45 FOIA requests

YTD- 16 Notary.

YTD- 9 Food Truck Permits

YTD- 11 ROW Permits

YTD- 12 ST Rental Permits

YTD- long-term rentals are being scheduled and systems put in place.

Cemetery

Cemetery Sexton handles all aspects of the grounds and selling plots. The clerk's department handles the scheduling of burials, data entry, and cash handling for burials and plot purchases.

YTD-22 sold plots

YTD- 31 burials

Administrative

- Reviewed Petition Ordinance
- Public notices for Public Hearings
- Marihuana applications processed
- Downtown Grand re-opening planning and meeting
- Scheduled and conducted interviews with the City Manager
- Day-to-day assignments are assigned by the City Manager, & Residents are assisted as needed.



WASTEWATER TREATMENT ACTIVITY BRIEFING SEPTEMBER 2025

- A call alarm at Millpond indicated a low battery. Terry responded and replaced the battery; the system is now functioning properly.
- A call alarm was received after hours from the Millpond lift station, indicating a low battery and a high float condition. The situation was monitored overnight. The following day, Terry and Joe responded to the site to pull the pump and prepare for the installation of a new grinder pump that is currently on order. Upon inspection, both pumps were found to be clogged, and the water level had risen to less than 5 feet from overflow. Mike Baker was called in to assist with lowering the water level and gaining access to the pumps. Once the pumps were cleaned, they were reinstalled, and the system is now operating normally.
- Cummins completed all necessary repairs on the generator. It is now fully operational.
- Parts arrived for the UVT channel, including flex boards and fuses, which were installed into the Xylem system. Initially, only one bank was functioning and showing low dosage. The second bank appeared to have underlying issues following a power surge. A Wedeco technician was scheduled to assess the damage. Upon inspection, the technician noted availability only at the end of November. A new flex board and fuses were installed, resolving the immediate issue. However, further inspection revealed corrosion in the paneling due to moisture. A quote is being prepared for a future technician to address the repairs.
- Due to ongoing UVT issues, the plant has been using chlorine and bleach to maintain permit compliance. Unfortunately, a violation occurred when the 7-day average for fecal coliform exceeded 400. Since then, the team has maintained regular orders of 12.5% sodium hypochlorite (chlorine) and 40% sodium bisulfite (bleach) to ensure continued compliance until the UVT channel is fully repaired.
- With downtown construction nearing completion and flows significantly reduced, the plant transitioned to operating with one ditch and one clarifier. The clarifier had become clogged due to low flow failing to push solids through. On October 4th, Terry began draining the south ditch and transferring flow to the north side. After nearly two weeks and with about two feet left to drain, solids settled at the bottom below the aeration flappers. Fresh water has been added to help loosen the solids.
- Polymer for the sludge press was ordered, delivered, and properly stored.
- During preventive maintenance, the air release valve on the T10 in the headworks building was found to be malfunctioning. The issue was traced to the flapper valve on pump two. No spare valves were available, so two were ordered—one for immediate replacement and one for inventory.
- Annual calibrations were completed for both influent and effluent meters. All readings were within expected parameters.
- The facility completed 144 preventive maintenance work orders. These ranged from routine equipment checks to complex repairs requiring significant labor.

Monthly Buchanan City Fire Department Activity Report

Color Code:

Black – Regular Runs (fire, alarms or investigations)

Red – Training / Testing

Blue – Fire Prevention / Education or Events

Oot. 2025	Type of Activity & Location	Number of Firefighters	Number of Hours
1	111 Liberty St – Medical Assist to SMCAS	4	1
2	707 W Front St – Medical Assist to SMCAS	4	1
3	410 W. Chicago St – Medical Assist to a Civilian	3	1
4	717 Ryneerson Rd – Medical Assist to SMCAS	7	1
6	Truck Functionals & Inventory checks	10	1.5
7	823 Ryneerson Rd – Detector Alarm	2	1
12	511 W. Third St – Medical Assist / body recovery	6	1.5
14	Mutual Aid – Weesaw Fire – Aerial for silo fire	2	1
14	Mutual Aid – Weesaw Fire – Standby	3	1.5
14	441 Post Rd - Gas leak	7	1.5
14	Scott SCBA pack Demo	7	1
15	Fire Station Visits with preschoolers & young 5's	4	5
15	Fire Dept visited Ottawa School & Library	4	2
16	401 W. Chicago St – Fire Alarm – High school	6	1
19	106 Lake St – Power line down	6	1
20	216 E. Dewey St – Gas leak	6	1
20	Pizza hut night – fund raiser for robotics class	10	3
20	Extrication Training/Demonstration – Pizza hut night	6	2
25	Arctic victory St – Smoke Investigation	4	1
25	Trick or Trail Treat – candy hand out	1.5	3
29	460 Post Rd – Fire Alarm	3	1
30	Fire Dept at Moccasin School	4	2
31	609 W. Fourth St – Smoke Investigation	9	1
31	460 Post Rd – Fire Alarm	9	1

ACTIVITY BRIEFING ITEM

PREPARED BY: Klay Weaver

PREPARED ON: 11/5/2025

SUBJECT: DPW Briefing – Month of October 2025

BACKGROUND:

- Multiple days spent on sweeping town route (Downtown project area) for Paving
- Dug out compacted and poured concrete at Edgewater from water leak
- Hauled all bricks out of K&R laydown yard and a fire hydrant
- Multiple town trash runs
- Jetted sewer at Redbud/Front for Kalin on 10/2 and 10/3
- Barricade set up and removal for homecoming parade
- ODB self-contain Leaf Routes started on 10/6/2025. As of 11/1/2025 we have made 4 full passes in front of each home
- Layed out seeded straw mats on front st hill for retaining wall project
- Crack sealed Schirmer, Library parking lot, E. Front st, W. bound lane of 4th st
- Fixed jacks on our single axle trailer and sign trailer
- Replaced battery in waste water alarm on W. Front
- Welded chipper gate back together and on the machine
- Have replaced 6 Delineators on Schirmer Parkway
- Trimmed trees at Swems funeral home & corner of Family Dollar
- Patched potholes – 4 ton on 10/9
- Put up cameras with Caleb on Days
- Took away all wood and removed stump @ 309 N. Redbud
- Replaced light switch at the Police Department – shorting out
- Cut down bush and tree by Dog Park on the trail
- Graded all parking lots multiple times
- Cut back City Right of away brush behind Gary Z's
- Cut down huge tree @ corner of 3rd & Oak
- Move and placed drop boxes @ city hall
- Assist Paynes Excavation at 313 Remus at a Sewer lateral install
- Cut up fallen tree on the corner of Victory & Arctic
- Replaced A-Arms and Ball joints on the Polaris Ranger
- Moved Jason(Code Enforcer) from the Police Department to City Hall
- Clean up Clark Labs and the trail for Trek-or-Treat
- Fixed wiring to the ODB panel and truck trailer plug
- Removed and replaced 7 mailboxes farther back on Schirmer Parkway
- Winterize the water wagon for the Buchanan Tree Friends and put in storage
- Fix swing that was damaged at Firemans Park

- Took broken windowa out of the commons building and took to Hannapel
- Dug out 4th & Short – put base in – compacted and topped with millings for the weekend on 10/31 and on 11/4 we lowered 6 inches and also dug out the corner of 4th & Main and Oak & Dewey to be paved
- Leaf removal at city parks
- NOT AN ALL INCLUSIVE LIST

Buchanan Police Department -- (269) 695-5120

11/05/2025 09:33 AM

Offense Count Report

Page: 1

Report Criteria:

Start Offense	End Offense	Officer
01000	99010	ALL
OCTOBER 2025		
10/01/2025-10/31/2025		

Offense	Description	OCTOBER 2025
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	1
11008	SEXUAL CONTACT FORCIBLE CSC4	1
13001	NONAGGRAVATED ASSAULT	3
13002	AGGRAVATED/FELONIOUS ASSAULT	1
13003	INTIMIDATION/STALKING	1
23007	LARCENY - OTHER	2
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	1
26005	FRAUD - WIRE	1
29000	DAMAGE TO PROPERTY	2
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	2
38003	FAMILY - OTHER	2
41002	LIQUOR VIOLATIONS - OTHER	1
48000	OBSTRUCTING POLICE	1
50000	OBSTRUCTING JUSTICE	2
53002	PUBLIC PEACE - OTHER	3
54003	DRIVING LAW VIOLATIONS	14
57001	TRESPASS	1
70000	JUVENILE RUNAWAY	2
70001	Incorrigible	3
70003	Juvenile Truancy	2
70004	Juvenile Issues	4
93001	PROPERTY DAMAGE ACCIDENT/PI	7
93002	Private Property Accident	2
93004	Abandoned Vehicle	2
98005	Alarms	11
98006	Civil	8
98007	Suspicious Situation	28
98008	Lost & Found Property	8
99000	Natural Death	1
99003	Missing Person	1
99007	Medical Assist	41
99008	General Assist	27
99009	General Non-Criminal Assist	43
99010	Ordinance Violation	79
Totals:		305

Buchanan Police Department -- (269) 695-5120

11/05/2025 09:32 AM

Incident List

Page: 1

Report Criteria:

Start Date	End Date	Officer	Detective	Offense	Assigned Bureau
10/01/2025	10/31/2025	CULLUM JASON	ALL	ALL	ALL

Number	Date	Time	Description	Officer	Location	Status
25-002617	10/02/2025	09:31	STORM DRAIN CONTAMINATION	CULLUM JASON		Closed
25-002619	10/02/2025	13:55	YARD PARKING	CULLUM JASON		Closed
25-002620	10/02/2025	13:57	YARD PARKING	CULLUM JASON		Closed
25-002621	10/02/2025	13:59	YARD PARKING	CULLUM JASON		Closed
25-002622	10/02/2025	14:01	FURNITURE ON CURB	CULLUM JASON		Closed
25-002623	10/02/2025	14:03	JUNK VEHICLE	CULLUM JASON		Closed
25-002624	10/02/2025	14:04	COUCH ON CURB	CULLUM JASON		Closed
25-002625	10/02/2025	14:11	TALL GRASS	CULLUM JASON		Closed
25-002626	10/02/2025	14:13	TALL GRASS	CULLUM JASON		Closed
25-002627	10/02/2025	14:14	TALL GRASS	CULLUM JASON		Closed
25-002628	10/02/2025	14:17	TALL GRASS	CULLUM JASON		Closed
25-002629	10/02/2025	14:18	TALL GRASS	CULLUM JASON		Closed
25-002630	10/02/2025	14:20	TALL GRASS	CULLUM JASON		Closed
25-002631	10/02/2025	14:21	TALL GRASS	CULLUM JASON		Closed
25-002632	10/02/2025	14:23	TALL GRASS	CULLUM JASON		Closed
25-002633	10/02/2025	14:29	TALL GRASS	CULLUM JASON		Closed
25-002644	10/03/2025	13:47	JUNK VEHICLE	CULLUM JASON		Closed
25-002645	10/03/2025	13:49	JUNK VEHICLE	CULLUM JASON		Closed

Buchanan Police Department -- (269) 695-5120

11/05/2025 09:32 AM

Incident List

Page: 2

Report Criteria:

Start Date	End Date	Officer	Detective	Offense	Assigned Bureau
10/01/2025	10/31/2025	CULLUM JASON	ALL	ALL	ALL

Number	Date	Time	Description	Officer	Location	Status
25-002646	10/03/2025	13:52	TRAILER IN FRONT YARD	CULLUM JASON		Closed
25-002647	10/03/2025	13:56	TALL GRASS	CULLUM JASON		Closed
25-002648	10/03/2025	13:57	TALL GRASS	CULLUM JASON		Closed
25-002684	10/07/2025	14:52	CAMPING ON PROPERTY	CULLUM JASON		Closed
25-002695	10/09/2025	09:42	JUNK VEHICLE	CULLUM JASON		Closed
25-002696	10/09/2025	09:51	JUNK IN THE BACKYARD	CULLUM JASON		Closed
25-002697	10/09/2025	09:55	LITTER IN FRONT YARD	CULLUM JASON		Closed
25-002698	10/09/2025	09:57	HOLE IN ROOF	CULLUM JASON		Closed
			Name	Sex	Age	Involvement
						Offense
						Ordinance Violation (99010)
25-002699	10/09/2025	10:12	JUNK IN THE ALLEY	CULLUM JASON		Closed
25-002700	10/09/2025	11:19	TALL GRASS	CULLUM JASON		Closed
25-002701	10/09/2025	11:21	TALL GRASS	CULLUM JASON		Closed
25-002702	10/09/2025	11:34	TALL GRASS	CULLUM JASON		Closed
25-002705	10/09/2025	14:10	ILLEGAL FENCE	CULLUM JASON		Closed
25-002708	10/10/2025	15:16	JUNK VEHICLE	CULLUM JASON		Closed
25-002739	10/16/2025	13:24	YARD PARKING	CULLUM JASON		Closed
25-002740	10/16/2025	13:27	DAMAGED FACIA ON ROOF	CULLUM JASON		Open

Buchanan Police Department -- (269) 695-5120

11/05/2025 09:32 AM

Incident List

Page: 3

Report Criteria:

Start Date	End Date	Officer	Detective	Offense	Assigned Bureau
10/01/2025	10/31/2025	CULLUM JASON	ALL	ALL	ALL

Number	Date	Time	Description	Officer	Location	Status
25-002741	10/16/2025	13:29	YARD PARKING	CULLUM JASON		Closed
25-002742	10/16/2025	13:32	FENCE PANNELS	CULLUM JASON		Closed
25-002743	10/16/2025	13:34	YARD PARKING	CULLUM JASON		Closed
25-002744	10/16/2025	13:36	YARD PARKING	CULLUM JASON		Closed
25-002745	10/16/2025	13:43	BURNING LEAVES	CULLUM JASON		Closed
25-002746	10/16/2025	13:46	TALL GRASS	CULLUM JASON		Closed
25-002747	10/16/2025	13:48	TALL GRASS	CULLUM JASON		Closed
25-002756	10/17/2025	09:27	TALL GRASS	CULLUM JASON		Closed
25-002757	10/17/2025	09:29	TALL GRASS	CULLUM JASON		Closed
25-002783	10/19/2025	16:05	JUNK VEHICLE	CULLUM JASON		Open
25-002794	10/20/2025	14:24	BRUSH ON CURB	CULLUM JASON		Closed
25-002795	10/20/2025	14:29	BRUSH ON CURB	CULLUM JASON		Closed
25-002796	10/20/2025	14:36	BRUSH ON CURB	CULLUM JASON		Closed
25-002797	10/20/2025	14:40	BRUSH ON CURB	CULLUM JASON		Closed
25-002798	10/20/2025	14:43	JUNK ON THE PROPERTY	CULLUM JASON		Open
25-002805	10/21/2025	08:40	JUNK VEHICLE	CULLUM JASON		Closed
25-002813	10/22/2025	09:08	BLOCKING SIDEWALK	CULLUM JASON		Closed

Buchanan Police Department -- (269) 695-5120

11/05/2025 09:32 AM

Incident List

Page: 4

Report Criteria:

Start Date	End Date	Officer	Detective	Offense	Assigned Bureau
10/01/2025	10/31/2025	CULLUM JASON	ALL	ALL	ALL

Number	Date	Time	Description	Officer	Location	Status
25-002820	10/23/2025	08:52	BRUSH ON THE CURB	CULLUM JASON		Closed
25-002821	10/23/2025	08:59	FURNITURE ON THE CURB	CULLUM JASON		Closed
25-002822	10/23/2025	09:08	BRUSH ON THE CURB	CULLUM JASON		Closed
25-002824	10/23/2025	09:15	FURNITURE ON THE CURB	CULLUM JASON		Closed
25-002827	10/23/2025	14:31	YARD PARKING	CULLUM JASON		Closed
25-002849	10/27/2025	10:20	TRAILER FULL OF JUNK	CULLUM JASON		Open
25-002850	10/27/2025	10:26	YARD PARKING	CULLUM JASON		Closed
25-002851	10/27/2025	10:38	BRUSH ON THE CURB	CULLUM JASON		Closed
25-002852	10/27/2025	10:41	BRUSH ON THE CURB	CULLUM JASON		Closed
25-002853	10/27/2025	10:45	BRUSH ON THE CURB	CULLUM JASON		Closed
25-002854	10/27/2025	10:47	BRUSH ON THE CURB	CULLUM JASON		Closed
25-002872	10/29/2025	09:20	ABANDON VEHICLE	CULLUM JASON		Closed
25-002873	10/29/2025	09:31	ABANDON VEHICLE	CULLUM JASON		Closed
25-002874	10/29/2025	09:37	ABANDON VEHICLE	CULLUM JASON		Closed
25-002877	10/29/2025	14:35	JUNK VEHICLES	CULLUM JASON		Closed
25-002883	10/30/2025	09:07	JUNK ON THE PROPERTY	CULLUM JASON		Open
25-002884	10/30/2025	09:12	SIDEWALK OBSTRUCTION	CULLUM JASON		Closed

Buchanan Police Department -- (269) 695-5120

11/05/2025 09:32 AM

Incident List

Page: 5

Report Criteria:

Start Date	End Date	Officer	Detective	Offense	Assigned Bureau
10/01/2025	10/31/2025	CULLUM JASON	ALL	ALL	ALL

Number	Date	Time	Description	Officer	Location	Status
25-002885	10/30/2025	09:16	SIDEWALK OBSTRUCTION	CULLUM JASON		Closed
25-002886	10/30/2025	09:18	SIDEWALK OBSTRUCTION	CULLUM JASON		Closed
25-002887	10/30/2025	09:21	SIDEWALK OBSTRUCTION	CULLUM JASON		Open
25-002888	10/30/2025	09:25	HOLE IN ROOF	CULLUM JASON		Open
25-002889	10/30/2025	09:29	JUNK VEHICLES NAD LITTER	CULLUM JASON		Open
25-002893	10/31/2025	10:16	YARD PARKING	CULLUM JASON		Open

Incident Total: 74



November 4th, 2025

Election Turnout and Unofficial Results

	Pct 1	Pct 2	Total
AV Ballots Issued	246	218	464
AV Ballots Returned	136	128	264
In-Person Election Day	96	96	192
Total Processed	232	224	456
Active Registered Voters	2126	1532	3658
Turnout Percentage	10.91%	14.62%	12.46%

PCT 1	YES	NO
LMC PROPOSAL #1	124	105
LMC PROPOSAL #2	125	105
PCT 2		
LMC PROPOSAL #1	114	108
LMC PROPOSAL #2	122	99
TOTAL COMBINED		
LMC PROPOSAL #1	238	213
LMC PROPRAL #2	247	204

COUNTY WIDE	YES	NO
LMC PROPOSAL #1	15,189	12,391
LMC PROPOSAL #2	15,695	11,877

LMC PROPOSAL #1- RENEWAL PROPOSITION FOR OPERATING AND GENERAL PURPOSES
LMC PROPOSAL #2- CHARTER MILLAGE RENEWAL AND REDUCTION PROPOSITION FOR CAPITAL PURPOSES

ORDINANCE NUMBER 20XX.XX/XX

AN ORDINANCE ENACTING THE CITY OF BUCHANAN UNIFIED DEVELOPMENT CODE AS ITS ZONING ORDINANCE

An Ordinance to establish zoning districts and land use regulations governing the City of Buchanan, Berrien County, Michigan; to provide for regulations governing nonconforming uses and structures; to provide for a Zoning Board of Appeals and its duties and powers; to provide for the administration of this Ordinance including the official whose duty it shall be to enforce the provisions thereof; to provide penalties for the violations of this Ordinance; and to provide for conflicts with other ordinances or regulations.

THE CITY OF BUCHANAN ORDAINS THAT THE UNIFIED DEVELOPMENT CODE ZONING ORDINANCE IS HEREBY ENACTED AS FOLLOWS: by the City Commission of the City of Buchanan, Berrien County, Michigan, that based upon the recommendation made by the Plan Commission after its public hearing held on September 9, 2025 the City of Buchanan Zoning Ordinance is as follows:

WHEREAS, P.A. 279 of 1909, P.A. 110 of 2006, and P.A. 368 of 1978 empower this Municipality to enact, establish, administer, and enforce a Zoning Ordinance and;

WHEREAS, the legislative body of the City of Buchanan deems necessary, for the purpose of promoting the public health, safety, and general welfare of the City, to enact such an Ordinance, and;

WHEREAS, the legislative body pursuant to the provisions of P.A. 110 of 2006, as amended, has appointed and created a City Plan Commission by Ordinance Number 93 to recommend the boundaries of the various districts and appropriate regulations to be enforced therein, and;

WHEREAS, the City Plan Commission has divided the municipality into districts and has prepared regulations pertaining to such districts in accordance with a comprehensive plan designed to lessen congestion in the streets, to secure safety from fire, panic and other potential dangers; promote health, safety and the general welfare; provide adequate light and air; prevent overcrowding of land; avoid undue concentrations of population; facilitate adequate provision for transportation, water, sewerage disposal, schools, parks and other public improvements, and;

WHEREAS, the City Plan Commission has given full and reasonable consideration to the character of the districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the municipality, and;

WHEREAS, the City Plan Commission has given due public notice of hearing related to the comprehensive amendment and has held such public hearings as required by law, and;

WHEREAS, the City Plan Commission has submitted its report to City Commission, and;

WHEREAS, all requirements of P.A. 110 of 2006, as amended, with regard to the preparation of this zoning ordinance entitled the “Unified Development Code of the City of Buchanan” and subsequent action of the City Commission have been met

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUCHANAN, BERRIEN COUNTY, MICHIGAN, AS FOLLOWS:

The ordinance shall be known as the “Buchanan Chapter 71. Unified Development Code of the City of Buchanan” and will be referred to herein as this Ordinance.

Repeal and Conflicts

Ordinance 2025.XX/XXX hereby repeals the Zoning Ordinance of the City of Buchanan, Ordinance no. 154, as amended; and the Comprehensive Zoning Ordinances Amendment, Ordinance No. 159 adopted September 8, 2003. All ordinances or parts of ordinances in conflict with this chapter or inconsistent with its provisions are hereby repealed and superseded to the full extent necessary to give this chapter full force and effect.

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 _____, 2025, AND IT WAS PUBLISHED IN THE BERRIEN COUNTY RECORD ON _____, AND EFFECTIVE FIFTEEN (15) DAYS AFTER THE DATE OF ADOPTION AND PUBLICATION AS REQUIRED.

MARK WEEDON, Mayor

KALLA LANGSTON, City Clerk

Ordinance proposed by Commissioner _____; seconded by Commissioner _____.

AYES:
NAYES:
ABSTAIN:
ABSENT:

ORDINANCE _____ DECLARED ADOPTED.

A COPY OF THIS ORDINANCE MAY BE PURCHASED AND/OR INSPECTED DURING NORMAL BUSINESS HOURS AT CITY HALL, LOCATED AT 302 REDBUD TRAIL NORTH, BUCHANAN, MICHIGAN.

CERTIFICATION

I hereby certify that the above is a true and complete copy of an ordinance adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a regular meeting held on the _____ day of _____, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act No. 207, Public Acts of Michigan, 1921, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

KALLA LANGSTON, City Clerk

Buchanan

Chapter 71.

Zoning Ordinance

BUCHANAN UDC**TABLE OF CONTENTS**

Buchanan, Michigan

ARTICLE I. GENERAL PROVISIONS 01

Sec. 71-1	Title	01
Sec. 71-2	Authority	01
Sec. 71-3	Applicability.	01
Sec. 71-4	Purpose	01
Sec. 71-5	Zoning districts established	02
Sec. 71-6	Transition from previous ordinance	02
Sec. 71-7	Severability	03
Sec. 71-8	Effective date	03
Sec. 71-9	Repealer.	03

ARTICLE II. SUBDIVISION. 05

Sec. 71-10	Applicability.	05
Sec. 71-11	Street, block, and lot standards	05
Sec. 71-12	Civic space standards	06
Sec. 71-13	Public utilities	07

ARTICLE III. ZONING. 09

Sec. 71-14	Zoning districts	09
Sec. 71-15	Neighborhood plans	09
Sec. 71-16	General requirements.	11
Sec. 71-17	Facade requirements	19
Sec. 71-18	Use	23
Sec. 71-19	Specific use restrictions	24
Sec. 71-20	Cannabis standards	25
Sec. 71-21	Communication towers.	25
Sec. 71-22	Adult entertainment.	26
Sec. 71-23	Home occupations	27
Sec. 71-24	Accessory dwelling units.	27
Sec. 71-25	Group homes	28
Sec. 71-26	Buffering	28
Sec. 71-27	Parking and loading standards.	29
Sec. 71-28	Tree preservation and landscape standards	33
Sec. 71-29	Fencing standards	39
Sec. 71-30	Sign standards	39

ARTICLE IV. ADMINISTRATION AND PROCESS 43

Sec. 71-31	Nonconformities	43
Sec. 71-32	Enforcement.	43
Sec. 71-33	Review and decision making bodies.	45
Sec. 71-34	General provisions.	46
Sec. 71-35	Public hearing procedures.	50
Sec. 71-36	Specific standards for development approval.	50

ARTICLE V. DEFINITIONS. 63**TABLES**

Table 71-A	Right-of-way Dimensions	05
Table 71-B	Zoning District Summary	09
Table 71-C	Neighborhood Edge (NE) Standards.	13
Table 71-D	General Neighborhood (GN) Standards	14
Table 71-E	Neighborhood Center (NC) Standards.	15
Table 71-F	Downtown (D) Standards.	16
Table 71-G	Suburban Commercial (SC) Standards.	17
Table 71-H	Industrial (I) Standards	18
Table 71-I	Facade Types	21
Table 71-J	Use Matrix	23
Table 71-K	Use Restrictions.	24
Table 71-L	Buffer Requirements.	29
Table 71-M	Buffer Types	29
Table 71-N	Parking Requirements.	30
Table 71-O	Parking Occupancy Rates.	30
Table 71-P	Downtown Bicycle Parking Requirements	32
Table 71-Q	Tree Preservation Credits	34
Table 71-R	Tree Clearances	35
Table 71-S	Recommended Species list	37
Table 71-T	Sign Standards.	41
Table 71-U	Notice Timing	48
Table 71-V	Development Review Procedures	50
Table 71-W	Plan Review Thresholds.	56

FIGURES

Figure 71-A	Buchanan Zoning Map	10
Figure 71-B	Clear Site Lines	12

BUCHANAN UDC**ARTICLE 1 – GENERAL PROVISIONS**

Buchanan, Michigan

THE CITY OF BUCHANAN ORDAINS THAT A NEW ZONING ORDINANCE IS HEREBY ENACTED AS FOLLOWS:

ARTICLE I. GENERAL PROVISIONS**Sec. 71-1 Title**

This chapter is the “Unified Development Code of the City of Buchanan,” and will be referred to in this manner or as the UDC.

Sec. 71-2 Authority

This ordinance is enacted according to the powers granted by the laws of the State of Michigan including the statutory authority granted in the Michigan Zoning Enabling Act (P.A. 110 of 2006) as amended, MCL 125.3101 et. seq., the Natural Resources and Environmental Protection Act (Part 91 of P.A. 451 of 1994) as amended, MCL 324.9101 et. seq., the Land Division Act (P.A. 288 of 1967) as amended, MCL 560.101 et seq., and other relevant laws of the state.

Sec. 71-3 Applicability

- A. Conflicting ordinances. All ordinances or parts of ordinances in conflict with this chapter or inconsistent with its provisions are hereby repealed and superseded to the full extent necessary to give this chapter full force and effect.
- B. Rules of construction. The following general rules apply to regulations governing this chapter:
 - 1. Numerical metrics take precedence over graphic metrics;
 - 2. The diagrams and illustrations within this chapter are considered regulatory in nature and are legally binding; and
 - 3. The definition of a term in this chapter takes precedence over the definition of the same term elsewhere in the Code of Ordinances, City of Buchanan, Michigan.
 - a. Terms used throughout this chapter may be defined in [Article V. Definitions](#). Those terms not defined in [Article V. Definitions](#) are accorded their commonly accepted meanings.

Sec. 71-4 Purpose

The purpose of this chapter is to enable, encourage and qualify the implementation of the following policies:

- A. That neighborhoods, corridors, and centers should be compact, pedestrian-oriented and mixed-use.
- B. That ordinary activities of daily living should occur within walking distance of most dwellings, as much as is feasible, allowing independence to those who do not drive.
- C. That within neighborhoods, a range of housing types should be provided to accommodate diverse ages and incomes.
- D. That buildings and landscaping should contribute to the physical definition of streets as civic places.
- E. That development should adequately accommodate automobiles while prioritizing the pedestrian, the bicyclist, and the spatial form of public areas.
- F. That the preservation and adaptive reuse of historic buildings should be facilitated, to affirm the continuity and evolution of society.

DRAFT 18 AUGUST 2025

ARTICLE 1 – GENERAL PROVISIONS BUCHANAN ZONING ORDINANCE

Buchanan, Michigan

- G. That the zoning district descriptions in [Sec. 71-5 Zoning districts established](#) constitute the intent of this chapter with regard to the general character of each of these environments.

Sec. 71-5 Zoning districts established

The City of Buchanan, Michigan regulates the location of uses and buildings, and the volume, height, and area of buildings for the purpose of meeting the needs of its residents and businesses, ensuring that use of the land is situated in appropriate locations, and to promote public health, safety, and welfare.

- A. Zoning under this chapter is limited to the following district designations.
1. Natural (N) consists of lands approximating or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. Public parks may occur in this district.
 2. Neighborhood Edge (NE) includes low density residential areas, with some mix of use, home occupations and accessory buildings. Street and yard planting are naturalistic and building setbacks are relatively deep.
 3. General Neighborhood (GN) consists of a mix of uses but is primarily mixed density residential. Setbacks and landscaping are variable.
 4. Neighborhood Center (NC) includes blended density mixed-use buildings that accommodate retail, offices, and apartments. Buildings are set close to the sidewalks.
 5. Downtown (D) consists of higher density mixed-use buildings that accommodate retail, offices, and apartments. Buildings are set close to the sidewalks.
 6. Suburban Commercial (SC) includes existing strip commercial area developed in a single use, auto-dependent manner. This areas may evolve into mixed-use over time.
 7. Industrial (I) provides for manufacturing, processing, research, science, engineering, wholesale trade, services, general commercial, institutional and retail sales.
- B. The Planned Unit Development (PUD) district from the prior ordinance remains in effect for areas with this designation but is unavailable for future applications.
- C. Neighborhood Plans (NP) are development standards available by-right for any application containing a minimum of three contiguous acres. See [Sec. 71-15 Neighborhood plans](#).

Sec. 71-6 Transition from previous ordinance

- A. An application that has been accepted by the city as complete prior to the effective date of this chapter will be decided based on the standards in effect when the application was accepted as complete.
- B. An application that has not been accepted by the city as complete prior to the effective date of this chapter, or that is submitted after that effective date, must be processed in compliance with the requirements of this chapter.
- C. Any permit or development that was approved before the effective date of this chapter will remain valid.

BUCHANAN UDC**ARTICLE 1 – GENERAL PROVISIONS**

Buchanan, Michigan

Sec. 71-7 Severability

The provisions of this chapter are hereby intended to be severable. If any of its sections, provisions, exceptions, or parts should be held unconstitutional or void, then the remainder of the ordinance will continue to be in full force and effect, it being the legislative intent now hereby declared that this ordinance would have been adopted even if such unconstitutional or void matter had not been included herein.

Sec. 71-8 Effective date

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

Sec. 71-9 Repealer

All prior zoning ordinances and maps previously enacted are hereby repealed.

DRAFT 18 AUGUST 2025

ARTICLE 1 – GENERAL PROVISIONS

BUCHANAN UDC

Buchanan, Michigan

DRAFT 18 AUGUST 2025

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BUCHANAN UDC**ARTICLE 2 – SUBDIVISION**

Buchanan, Michigan

ARTICLE II. SUBDIVISION**Sec. 71-10 Applicability**

Conflicting ordinances. This article supersedes Chapter 90, Article III as it applies to Neighborhood Plans (NP), see [Sec. 71-15 Neighborhood plans](#).

Sec. 71-11 Street, block, and lot standards**A. Street network. Layout and design of streets must:**

1. Be dedicated for public use.
2. Extend existing streets into the proposed project where they terminate at the bounds of the proposed subdivision.
3. Provide stub streets to the boundary of the subdivision where conditions permit the later extension of thoroughfares into adjacent areas.
4. Ensure both ends of every street terminate at intersections and form a network of streets composed of lots and blocks. Network density should equal or exceed 150 per square mile.
5. Alleys are required for neighborhood plans. Alleys are not mandatory where the rear lot lines are at the edge of the site to be subdivided or where the block has been previously subdivided.
6. New streets must meet the requirements of [Table 71-A](#).

- a. Street trees are required to be planted an average of 40 ft. on center.

TABLE 71-A RIGHT-OF-WAY DIMENSIONS

Criteria	Medium Intensity (NP-M)	High Intensity (NP-H)
Travel lane width		
Mixed Use	10 ft., 11 ft. if on bus route	10 ft., 11 ft. if on bus route
Residential	9 ft.	9.5 ft.
Parallel parking lane width		
Mixed Use	8 ft. max.	
Residential	7.5 ft. max.	8 ft. max.
Curb return radii	15 ft.	
Sidewalk width		
Mixed Use	8 ft. min.	10 ft. min.
Residential	5 ft. min.	5 ft. min.
Planter type		
Mixed Use	Tree wells	Tree wells
Residential	Continuous	Continuous or tree wells

B. Block standards.

1. Block perimeters are defined by rights-of-way or pedestrian ways.
2. Rectangular block perimeters at a ratio of at least 1.25:1 are limited to 1,500 feet in length. Square blocks are limited to a perimeter of 2,000 feet. Exceptions are as follows:

DRAFT 18 AUGUST 2025

ARTICLE 2 – SUBDIVISION

BUCHANAN UDC

Buchanan, Michigan

- a. Blocks containing more than 50% civic space are exempt;
- b. Blocks at the perimeter of the application area may be exempt if connections cannot be made to adjacent properties; and
- c. Blocks abutting natural waterways and slopes greater than 10% are exempt.
3. Blocks with a perimeter exceeding 2,000 feet must include a pedestrian way traversing the block from the facade of greatest length.
- C. Lot standards. All developable land must be subdivided into lots. The following standards do not apply to lots platted before the effective date of this ordinance.
 1. Lot widths must meet the following width requirements for each zoning district.
 - a. Natural (N) – Not applicable
 - b. Neighborhood Edge (NE) – 60 ft. min., 200 ft. max.
 - c. General Neighborhood (GN) – 20 ft. min., 100 ft. max.
 - d. Neighborhood Center (NC) – 20 ft. min., 180 ft. max.
 - e. Downtown (D) – Not applicable
 - f. Suburban Commercial (SC) – 50 ft. min.
 - g. Industrial (I) – 60 ft. min.
 - h. Neighborhood Plan, see [Sec. 71-15 on page 09](#):
 - i. Medium Intensity (NP-M) – 20 ft. min., 100 ft. max.
 - ii. High Intensity (NP-H) – 16 ft. min., 200 ft. max. Existing lots designated as NP-H may exceed the 200 ft. max. lot width.
 2. Lots containing only civic uses may exceed maximum lot size requirements.

Sec. 71-12 Civic space standards

Civic spaces permanently dedicated as public open space are required for each neighborhood plan.

- A. A minimum of 5% of the developable land within each neighborhood plan must be assigned to civic space.
- B. The design, programming, and landscaping of all civic space must comply with the following:
 1. Size – 2,000 sq. ft. min.
 2. Proportion – The longest side of the civic space may be no more than five (5) times the shortest side.

BUCHANAN UDC**ARTICLE 2 – SUBDIVISION**

Buchanan, Michigan

3. Edge condition – street, path, or sidewalk required on one side, min. but are required at all rights-of-way adjacent to the civic space.
4. Surface – 30% max. paved
5. Landscape – 20% mature canopy required

Sec. 71-13 Public utilities

- A. Utility easements must be concealed from view of the street where possible and are not located where they would hinder the further development of lots over time.
- B. Location.
 1. New electric power, telephone lines, cable services and fiber optics must be below ground for subdivisions greater than 5 parcels, except where the applicant can show the planning commission that underground installation is not practicable.
- C. Transformers and utility pedestals.
 1. Transformers and utility pedestals must be located behind building and screened from view of the sidewalk or the street.
- D. Existing overhead utilities. For properties with existing overhead utilities:
 1. Dry utility services must be placed below ground from the pole to any new structure;
 2. Where possible, transformers and utility pedestals must be located behind principal building; and
 3. Reservation of an easement for future below ground placement of utilities is required.
- E. Environmental hazards. The subdivision design must make adequate provision for natural drainage channels and floodplains. Added surface water produced by the development, particularly excess run-off created by impervious surfaces, must be properly managed within the subdivision or drained into natural or man-made channels to minimize the exposure to flood hazard, and minimize erosion so as not to produce a flood hazard for adjacent properties. No inter basin transfer or modification of historic drainage patterns is permitted.

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BUCHANAN UDC

ARTICLE 3 – ZONING

Buchanan, Michigan

ARTICLE III. ZONING

Sec. 71-14 Zoning districts

The zoning districts listed in [Sec. 71-5 Zoning districts established](#) are created by this chapter. [Table 71-B](#) indicates the consolidation of zoning districts upon adoption of this chapter.

- A. Official zoning map. The location and boundaries of each of the districts are shown on the official zoning map and the map is a part of this code, see [Figure 71-A Buchanan Zoning Map](#). Whenever amendments or changes are made in district boundaries, the amendments or changes must be made by ordinance and recorded on the official zoning map. The official zoning map located in the office of the planning department is the final authority in determining current zoning status.
- B. Zoning districts summary table. [Table 71-B](#) generally shows the City of Buchanan's previous zoning districts in relation to this chapter's zoning districts.

TABLE 71-B ZONING DISTRICT SUMMARY

Previous district		New district	
R1-A	Single-family residential	NE	Neighborhood edge
R1-B	Single-family residential	GN	General neighborhood
R-2	Two-family residential		
R-3	Multi-family residential	NC	Neighborhood center
R-4	Multi-family senior residential		
C-1	Neighborhood commercial	SC	Suburban commercial
C-2	Commercial		
C-3	Central business	D	Downtown
I-1	Light industrial	I	Industrial
I-2	Heavy industrial		
PUD	Planned unit development	Archived	
		NP	Neighborhood plan
CD	Cluster residential	Deleted	

Sec. 71-15 Neighborhood plans

A neighborhood plan is a regulatory category that defines the physical form, intensity, character, and size of the application area.

- A. Each plan must include a combination of two intensities as described below and regulated by this section.
 1. Medium intensity (NP-M): Medium intensity consists of a mix of uses but is primarily blended density residential. It contains a wide range of building types: houses, cottages, townhouses, duplexes, triplexes, small apartment buildings, and live-work units. NP-M must comply with the GN standards, see [Table 71-D](#) and [Table 71-J](#).
 2. High Intensity (NP-H): High intensity consists of higher density mixed-use buildings that accommodate retail, offices, institutions, and apartments. NP-H must comply with the NC standards, see [Table 71-E](#) and [Table 71-J](#).
- B. A neighborhood plan is available by-right on any parcel three acres or greater, regardless of the underlying zoning.
- C. Neighborhood plans are subject to the standards of [Article II. Subdivision](#), in addition to this article.

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

DRAFT 18 AUGUST 2025

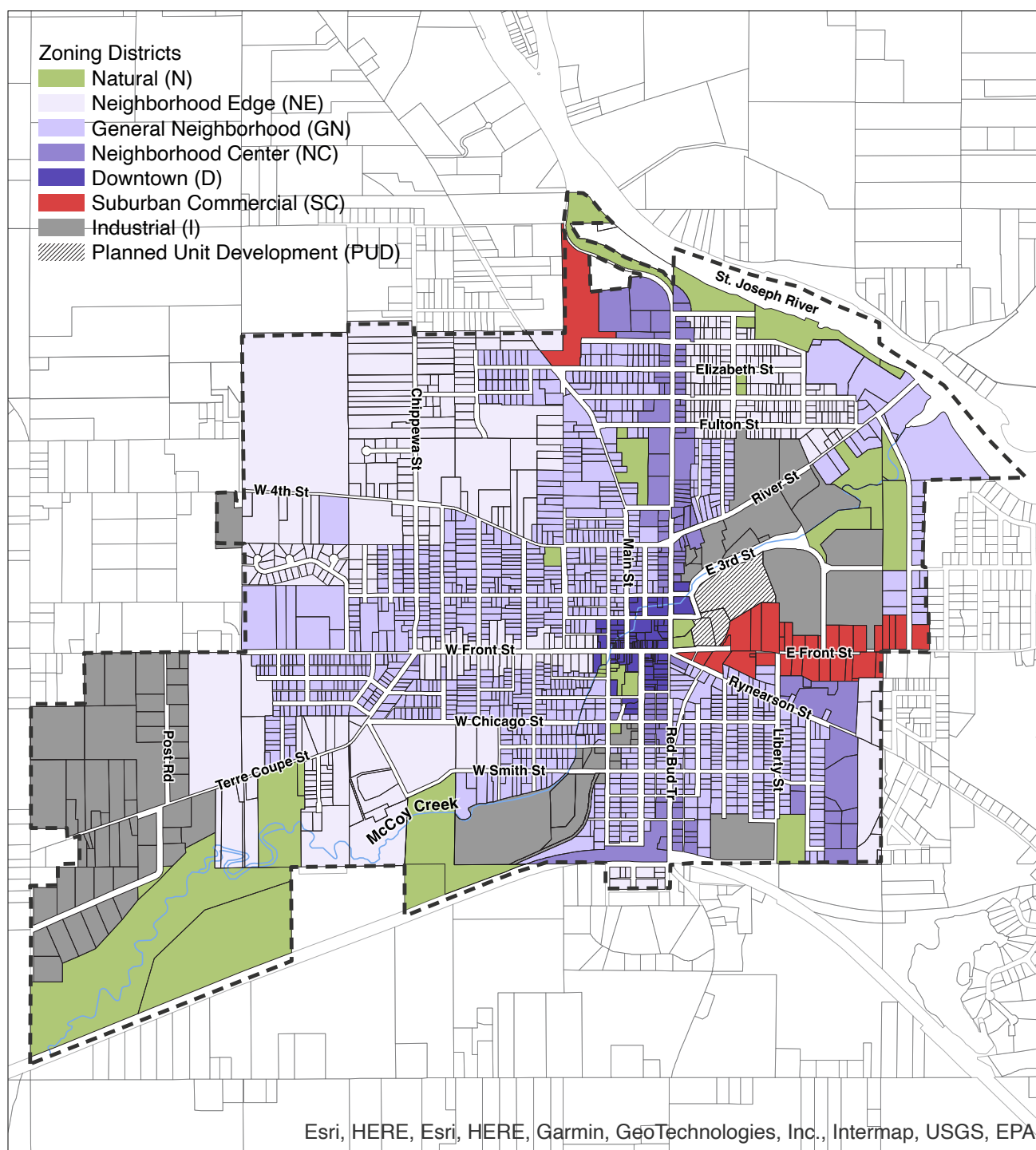


Figure 71-A Buchanan Zoning Map

BUCHANAN UDC**ARTICLE 3 – ZONING**

Buchanan, Michigan

- D. Mobile home parks. Mobile homes are only permitted in mobile home parks. Mobile home parks are only permitted through the development of, and compliance with the requirements of a neighborhood plan and Act 96 of 1987 - THE MOBILE HOME COMMISSION ACT (125.2301 - 125.2350), as amended.

Sec. 71-16 General requirements

The following requirements apply to all zoning districts and neighborhood plans.

A. Buildings and Yards.

1. Building placement. Structures must be set back from lot lines as specified in [Table 71-C through Table 71-H](#).
2. Elements that project from facades are permitted to encroach into setbacks as specified in [Sec. 71-17 F](#).
3. Buildings and covered structures are limited in the total area they may occupy as a percentage of the net lot area as specified by lot coverage in [Table 71-C through Table 71-H](#).
4. Outdoor dining on private property is permitted in all districts. See [Sec. 71-17](#) for use of public sidewalks.

B. Building height.

1. Building height is limited according to [Table 71-C through Table 71-H](#), measured as follows:
 - a. Building height is measured in stories above sidewalk grade adjacent to the principal building entrance;
 - b. Stories are measured from finished floor to finished ceiling;
 - c. Stories are limited to 14 feet high, except a first floor non-residential use may be a maximum of 20 feet high;
 - d. Stories exceeding 14 feet are counted as one story for every 14 feet;
 - e. Below ground stories do not count toward building height provided they do not extend more than 4 feet above sidewalk grade; and
 - f. Height limits do not apply to attics, masts, belfries, clock towers, chimney flues, water tanks, or elevator bulkheads.
2. Height exception. Chimneys, cooling towers, communication towers, and other necessary structures in the industrial district (I) may exceed the height limitations if they are set back from the adjacent lot line the same distance as their height.
3. Rooftops are habitable in all zones except Neighborhood Edge (NE).

C. Facade requirements are established in [Sec. 71-17](#).**D. Travel trailers. The occupancy of travel trailers may not exceed seven days as a temporary dwelling.****E. Storage of recreational vehicles. Unoccupied recreational vehicles may be stored on a lot as long as it is stored in the area designated for parking according to [Table 71-C – Table 71-H](#).**

DRAFT 18 AUGUST 2025

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

F. Floodplain.

1. Delineation of the floodplain.

- a. **Boundary.** The floodplain overlay district coincides with the Special Flood Hazard Area (Zone A) delineated on the Federal Emergency Management Administration (FEMA) Flood Insurance Rate Map (FIRM) Panel 0403C, effective April 17, 2006.
- b. **Suspension of city action.** The City will suspend the processing of any application for zoning or building permit that includes the establishment, modification, or revision of a floodplain until a final determination is made by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and filed with the community development director.

2. EGLE permit. No development within the floodplain is permitted without a permit issued by EGLE.

3. Land division. Land may not be divided in a manner that creates a lot that cannot comply with the requirements of this section.

4. Liability. This section does not imply areas outside the floodplain will be free from flood damage. It does not create liability on the part of the City of Buchanan for any flood damage which results from reliance on this section.

- G. **Corner lot clear sight lines.** New buildings, signs, and trees higher than 30 inches above grade may not be located within a triangle formed by the intersection of the streets and a line drawn between points along the two street lines 30 feet from the intersection. Controlled intersections do not require clear sight lines. See [Figure 71-B Clear Site Lines](#).

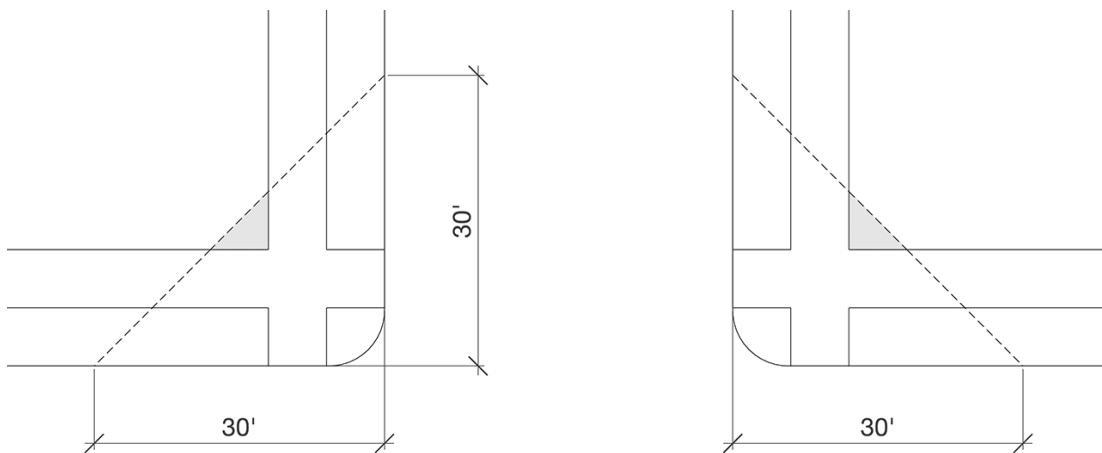


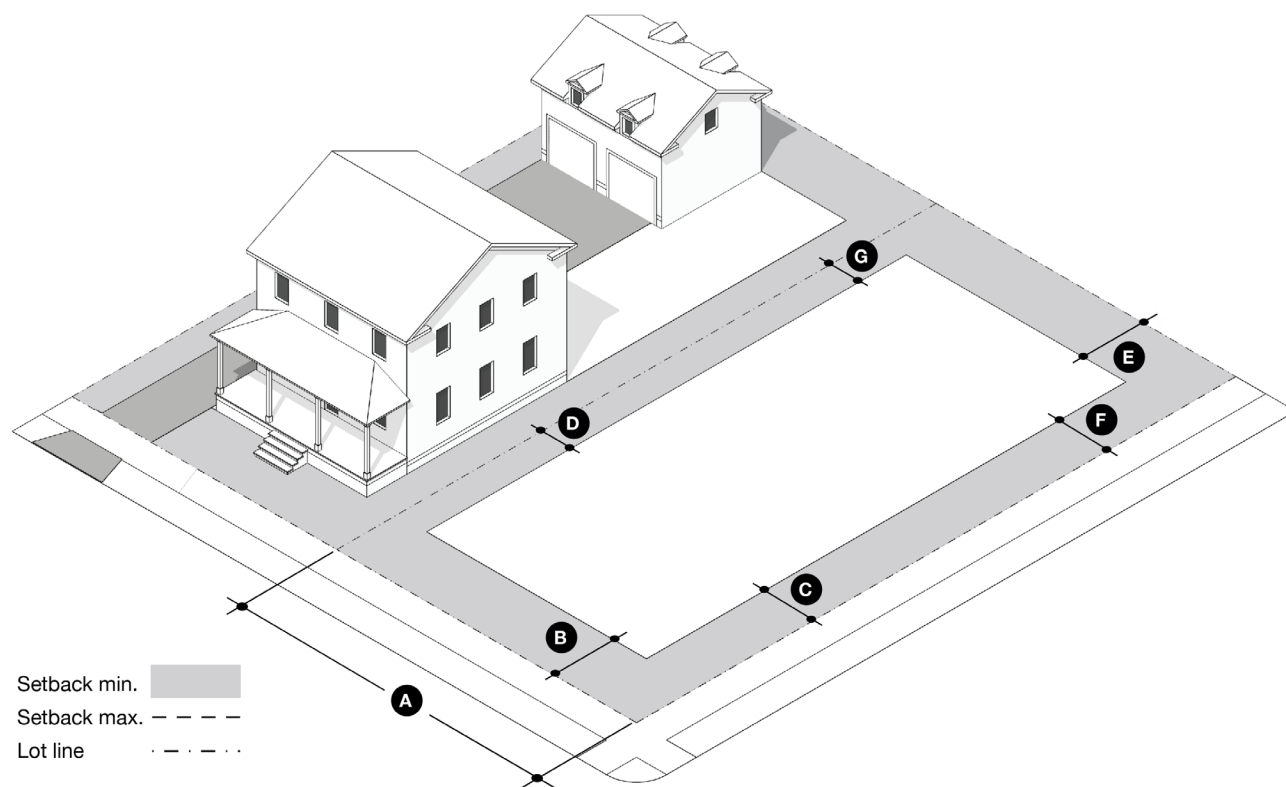
Figure 71-B Clear Site Lines

BUCHANAN UDC

ARTICLE 3 – ZONING

Buchanan, Michigan

TABLE 71-C NEIGHBORHOOD EDGE (NE) STANDARDS



Lot Occupation		Accessory Structures	
A Lot Width	See Sec. 71-11 C	Front Setback	B + 20 ft. min.
Lot Coverage	50% max.	F Sidestreet Setback	6 ft. min.
Buildings		G Side Setback	6 ft. min.
B Front Setback	20 ft. min.	H Rear Setback	6 ft. min.
C Sidestreet Setback	15 ft. min.	H Rear Alley Setback	15 ft. min. from centerline
D Side Setback	6 ft. total	Height	2 stories max.
E Rear Setback	20 ft. min.	Parking, Loading and Storage	
E Rear Alley Setback	15 ft. min. from centerline	Front Setback	B
Height	2.5 stories max.	Sidestreet Setback	6 ft. min.
Ground Floor Glazing	15%	Structure Height	n/a
Upper Floor Glazing	15%		
Entry Frequency	n/a		

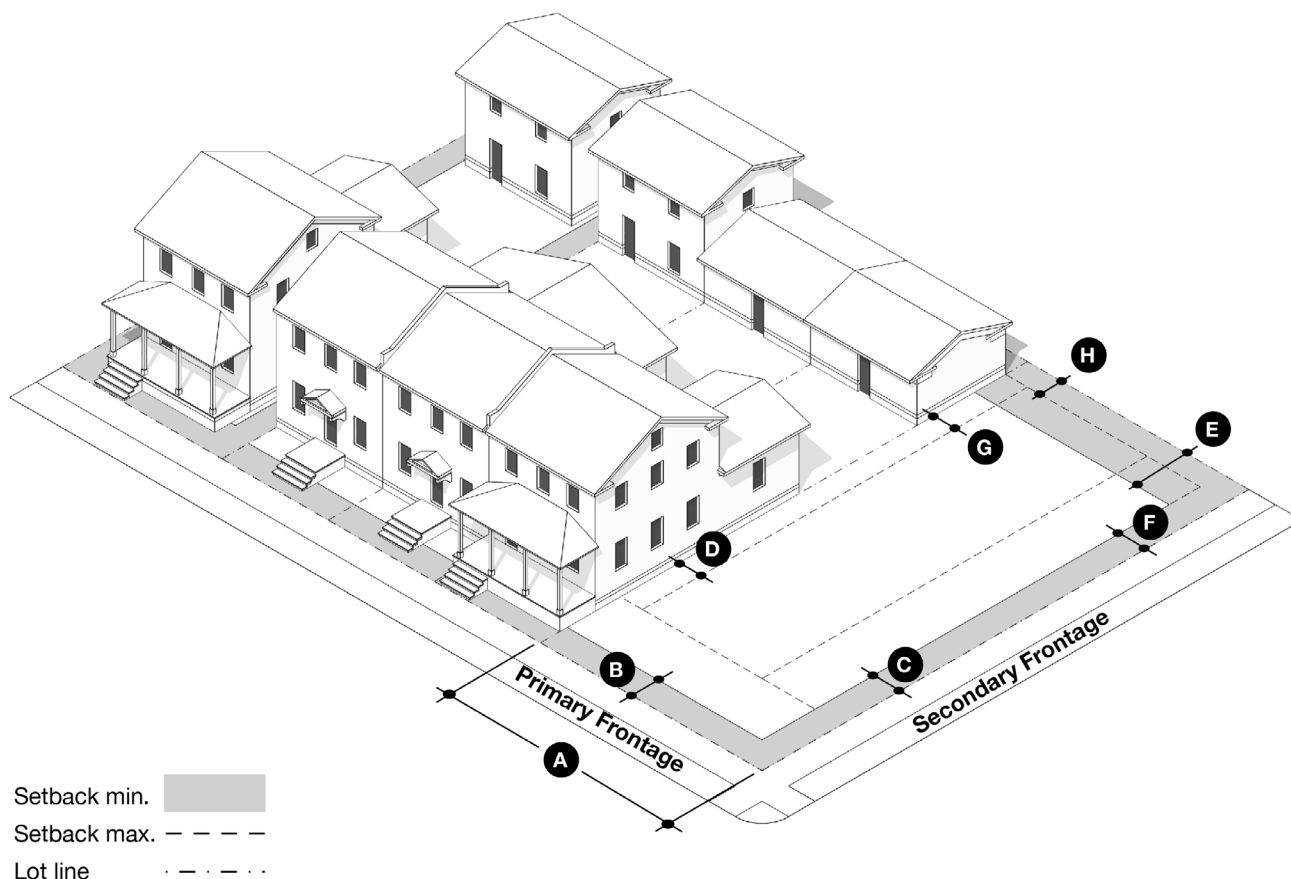
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ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

TABLE 71-D GENERAL NEIGHBORHOOD (GN) STANDARDS



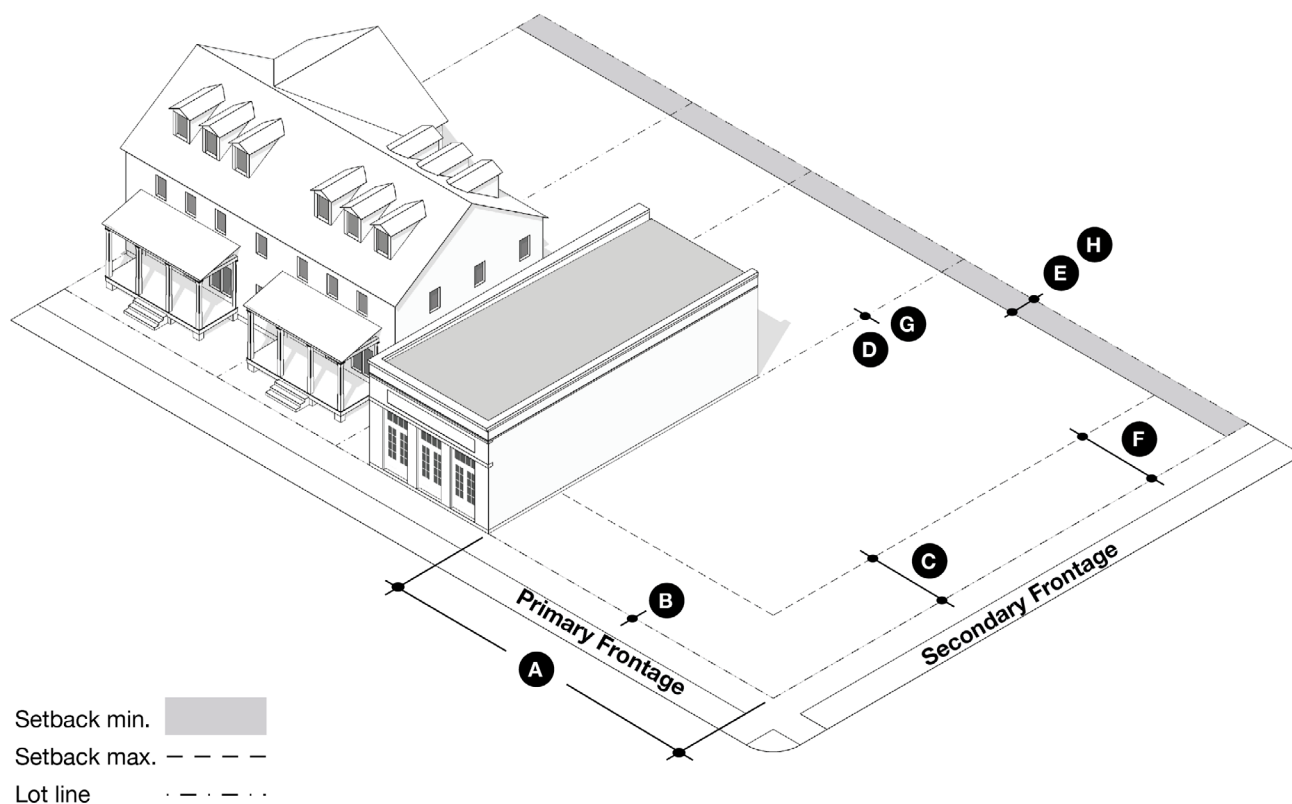
Lot Occupation		Accessory Structures	
A Lot Width	See Sec. 71-11 C	Front Setback	B + 20 ft. min.
Lot Coverage	60% max.	F Sidestreet Setback	6 ft. min.
Buildings		G Side Setback	3 ft. min.
B Front Setback	16 ft. min., 20 ft. max.	H Rear Setback	6 ft. min.
C Sidestreet Setback	10 ft. min., 20 ft. max.	H Rear Alley Setback	15 ft. min. from centerline
D Side Setback	3 ft. min.	Height	2 stories max.
E Rear Setback	10 ft. min.	Parking, Loading and Storage	
E Rear Alley Setback	15 ft. min. from centerline	Front Setback	B + 20 ft. min.
Height	2.5 stories max.	Sidestreet Setback	6 ft. min.
Ground Floor Glazing	15%	Structure Height	n/a
Upper Floor Glazing	15%		
Entry Frequency	n/a		

BUCHANAN UDC

ARTICLE 3 – ZONING

Buchanan, Michigan

TABLE 71-E NEIGHBORHOOD CENTER (NC) STANDARDS



Lot Occupation		Accessory Structures	
A Lot Width	See Sec. 71-11 C	Front Setback	B + 20 ft. min.
Lot Coverage	75% max.	F Sidestreet Setback	0 ft. min., 16 ft. max.
Buildings		G Side Setback	0 ft. min.
B Front Setback	0 ft. min., 16 ft. max.	H Rear Setback	6 ft. min.
C Sidestreet Setback	0 ft. min., 16 ft. max.	H Rear Alley Setback	15 ft. min. from centerline
D Side Setback	0 ft. min.	Height	2 stories max.
E Rear Setback	10 ft. min.	Parking, Loading and Storage	
E Rear Alley Setback	15 ft. min. from centerline	Front Setback	B + 20 ft. min.
Height	2.5 stories max.	Sidestreet Setback	6 ft. min.
Ground Floor Glazing	30% min. ¹	Structure Height	n/a
Upper Floor Glazing	15% min.		
Entry Frequency	n/a		

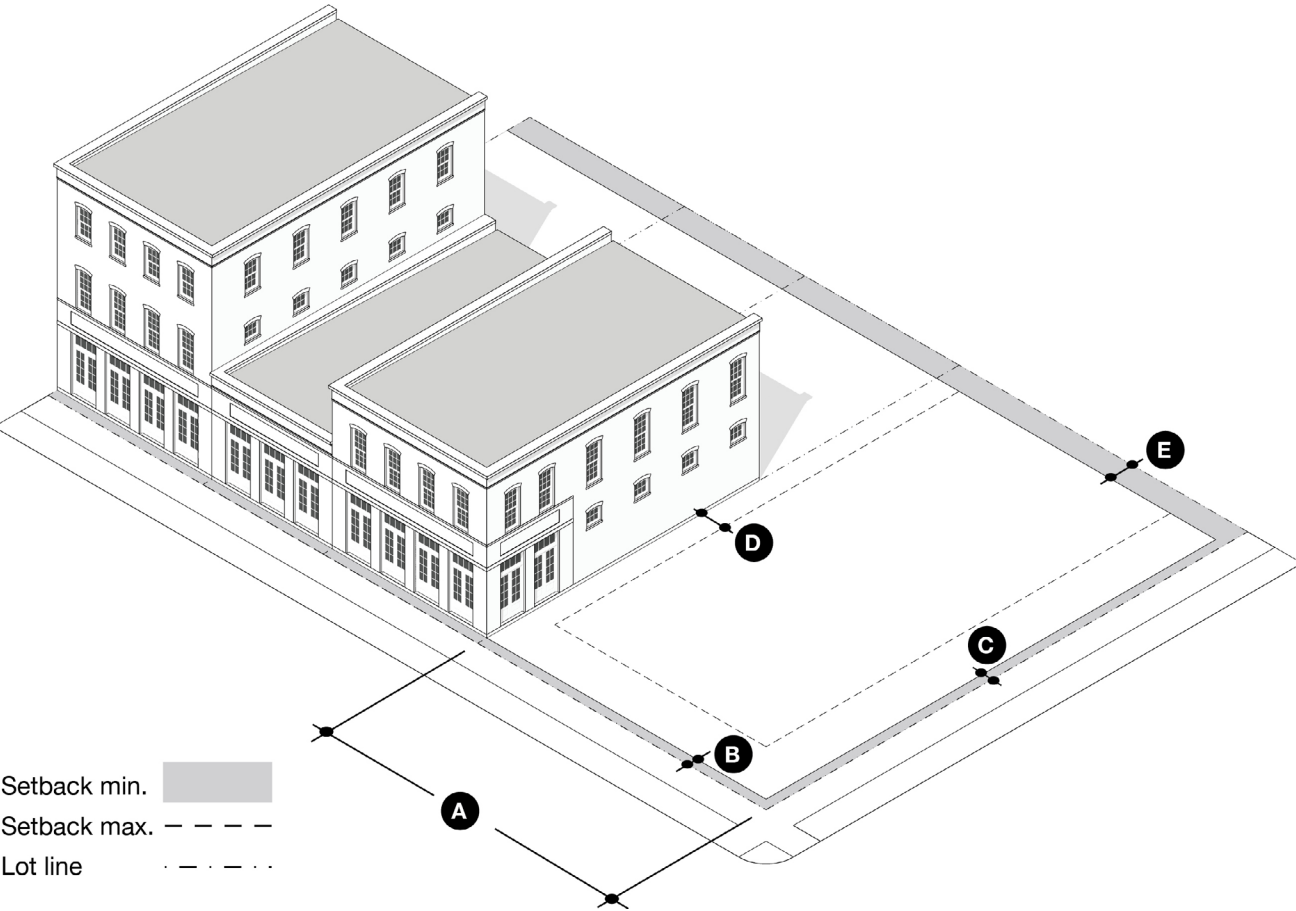
¹ See [Sec. 71-17 D](#). for additional glazing requirements.

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

TABLE 71-F DOWNTOWN (D) STANDARDS



Lot Occupation		Accessory Structures	
A Lot Width	See Sec. 71-11 C	Front Setback	B + 20 ft. min.
Lot Coverage	Not applicable	F Sidestreet Setback	0 ft. min.
Buildings		G Side Setback	0 ft. min.
B Front Setback	0 ft. min., 12 ft. max. ²	H Rear Setback	6 ft. min.
C Sidestreet Setback	0 ft. min., 12 ft. max.	H Rear Alley Setback	15 ft. min. from centerline
D Side Setback	0 ft. min.	Height	2 stories max.
E Rear Setback	10 ft. min.	Parking, Loading and Storage	
E Rear Alley Setback	15 ft. min. from centerline	Front Setback	B + 20 ft. min.
Height	3 stories max.	Sidestreet Setback	6 ft. min.
Ground Floor Glazing	50% min. ³	Structure Height	n/a
Upper Floor Glazing	20% min.		
Entry Frequency	50 ft. min.		

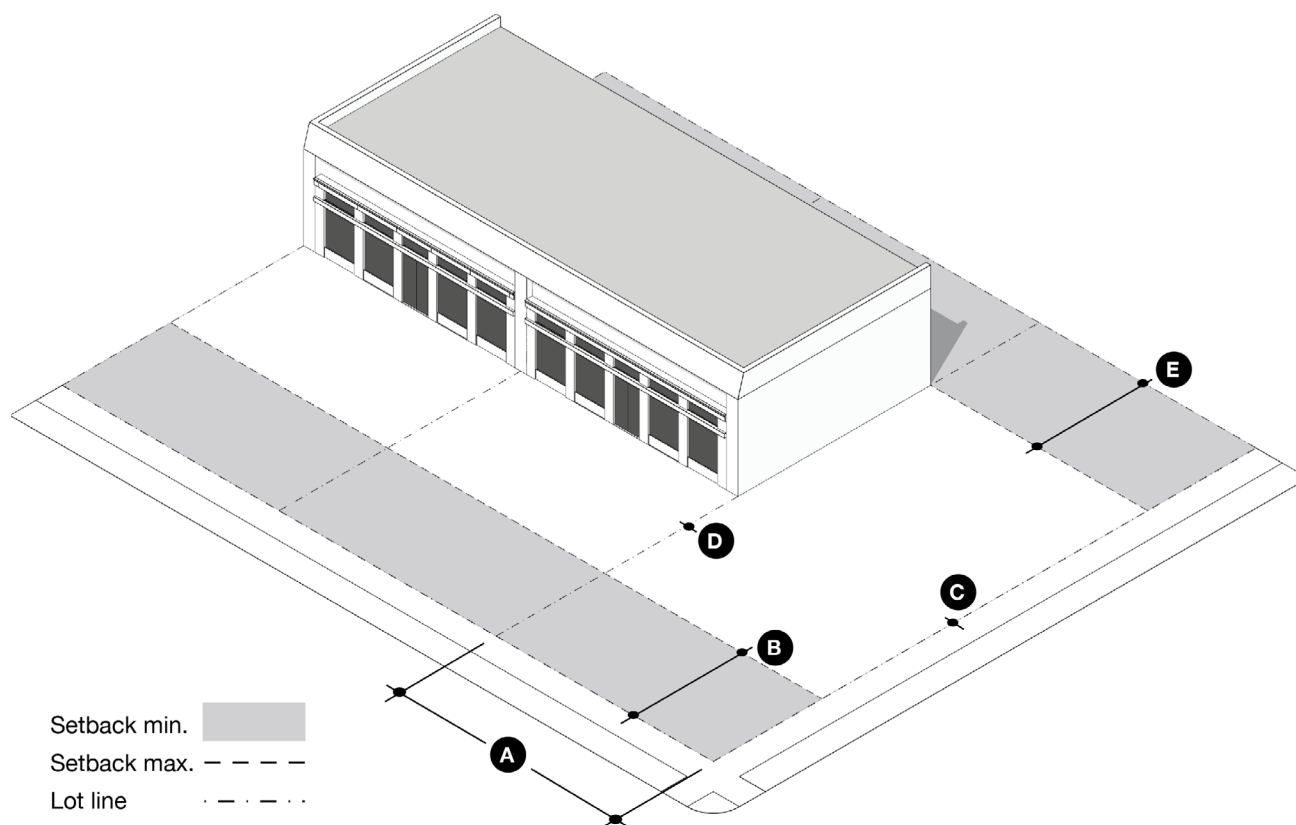
2 Front Street, between S Red Bud Tr and S Oak St has a 0 ft. setback maximum.
3 See [Sec. 71-17 D](#). for additional glazing requirements.

BUCHANAN UDC

ARTICLE 3 – ZONING

Buchanan, Michigan

TABLE 71-G SUBURBAN COMMERCIAL (SC) STANDARDS



Lot Occupation		Accessory Structures	
A Lot Width	See Sec. 71-11 C	Front Setback	B
Lot Coverage	65% max.	F Sidestreet Setback	0 ft. min. ¹
Buildings		G Side Setback	6 ft. min. ¹
B Front Setback	25 ft. min.	H Rear Setback	6 ft. min. ¹
C Sidestreet Setback	0 ft. min.	H Rear Alley Setback	15 ft. min. from centerline
D Side Setback	0 ft. total	Height	2 stories max.
E Rear Setback	25 ft. min.	Parking, Loading and Storage	
E Rear Alley Setback	15 ft. min. from centerline	Front Setback	4 ft. min.
Height	3 stories max.	Sidestreet Setback	4 ft. min.
Ground Floor Glazing	30% min. ⁴		

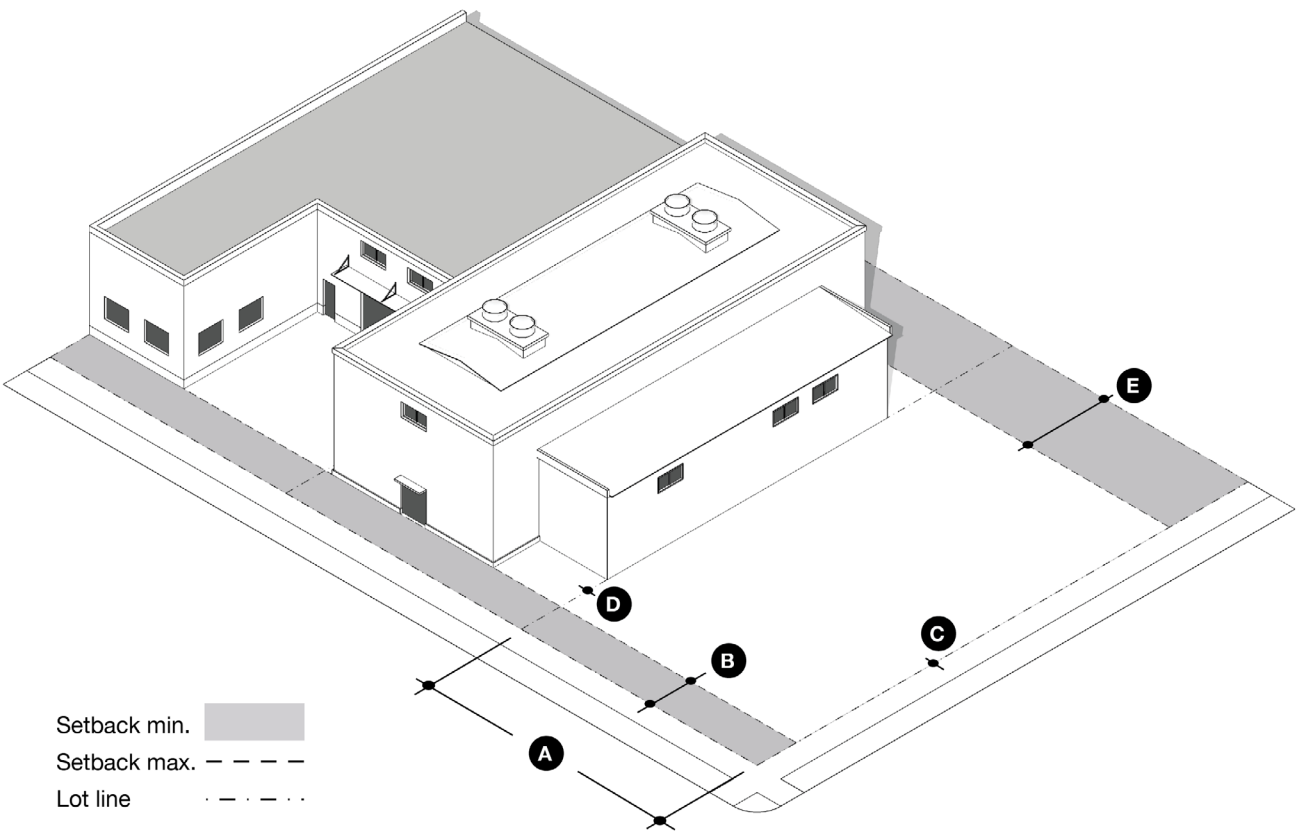
⁴ See [Sec. 71-17 D](#). for additional glazing requirements.

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

TABLE 71-H INDUSTRIAL (I) STANDARDS



Lot Occupation		Accessory Structures	
A Lot Width	See Sec. 71-11 C	Front Setback	B + 20 ft. min.
Lot Coverage	80% max.	F Sidestreet Setback	6 ft. min. ¹
Buildings		G Side Setback	6 ft. min. ¹
B Front Setback	10 ft. min.	H Rear Setback	6 ft. min. ¹
C Sidestreet Setback	10 ft. min.	H Rear Alley Setback	15 ft. min. from centerline
D Side Setback	0 ft. min. ⁵	Height	2 stories max.
E Rear Setback	20 ft. min.	Parking, Loading and Storage	
E Rear Alley Setback	15 ft. min. from centerline	Front Setback	B + 20 ft. min.
Height	2.5 stories max.	Sidestreet Setback	6 ft. min.
Ground Floor Glazing	n/a		

5 45 ft. min. abutting residential

Sec. 71-17 Facade requirements

This section applies to the building facade and any attachments.

- A. Facade requirements regulate the following:
 1. Building facades nearest the front and side street lot lines; and
 2. Elements that project from the building facade into front and side street setbacks such as eaves, porches, stoops, awnings, canopies, and bay windows.
- B. A facade type according to [Table 71-I Facade Types](#) must be specified for each building facade facing a street as follows:
 1. Multiple facade types may be used sequentially along a facade; and
 2. A shopfront facade is required for all ground floor retail uses and all buildings in the following locations:
 - a. Front Street between Oak Street and Red Bud Trail,
 - b. Red Bud Trail N between Front Street and E 3rd Street,
 - c. Main Street south of East Dewey Street, and
 - d. Days Avenue north of Roe Street.
- C. Buildings located within 30 feet of streets and civic spaces must comply with the following:
 1. Building entries must be provided from streets and civic spaces at the minimum frequency specified in [Table 71-C through Table 71-H](#); and
 2. Buildings on corner lots are exempt from entry frequency requirements along the shorter facade if it is less than 75 feet in length.
- D. Facades must meet the minimum clear glass requirements of [Table 71-C through Table 71-H](#) and as follows:
 1. Glass percentage is calculated individually for each facade and is measured between two and ten feet in height above grade along the length of the facade;
 2. The entire frame and structure of doors, windows, and storefront systems are considered glass for this calculation;
 3. Shopfronts must have a minimum of 60% clear glass;
 4. Secondary frontage glazing minimum is 50% of the requirements of [Table 71-C through Table 71-H](#); and
 5. Tinted, mirrored and reflective glass, and glass covered by screening sheets, white, or UV protection film are prohibited.
- E. Blank walls visible from the public sidewalk must not exceed 50 linear feet. Walls along interior side lot lines with a zero setback are exempt from this requirement.

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

- F. Encroachments. Facade elements may encroach as follows:
1. Minor facade elements.
 - a. Eaves, cornices, window and door surrounds, and other facade elements may encroach into setbacks up to 2 feet beyond the structure they are attached to; and
 - b. Minor facade elements must not encroach into rights-of-way.
 2. Major facade elements.
 - a. Major facade elements may encroach according to facade type as specified in [Table 71-1 Facade Types](#); and
 - b. Major facade elements include bay windows, display windows, balconies, stoops, porches, awnings, and canopies.
 3. Ground floor retail uses may utilize the public sidewalk for seating, dining, displays of merchandise, and other business related activities provided a 5 foot clear pedestrian path is maintained.
 - a. Retail sales furnishings, such as a-frame signs and sales racks must be stored inside between 12 AM and 6 AM.
 - b. A right-of-way use permit is required for public sidewalk use.
- G. All outdoor electrical, plumbing, and mechanical equipment must be located behind the front facade or concealed from street view with a screen or wall. These facilities may not encroach into any setback.
- H. Drive-through facilities and lanes must be located behind the building relative to sidewalks.
- I. Awning facades must meet the following requirements:
1. If transom windows exist, awnings must be installed between the transom and the shopfront;
 2. Awnings must be fabric;
 3. Awnings may be movable;
 4. Awnings must extend a minimum of six feet from the building facade;
 5. Awnings must be set back from the curb a minimum of two feet;
 6. A minimum of eight foot clearance must be maintained above the sidewalk; and
 7. Awnings must span the shopfront area up to 80% of its width without gaps, except between tenants.

BUCHANAN UDC

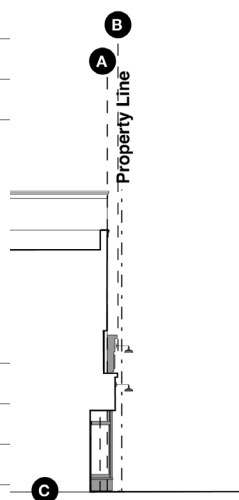
ARTICLE 3 – ZONING

Buchanan, Michigan

TABLE 71-I FACADE TYPES

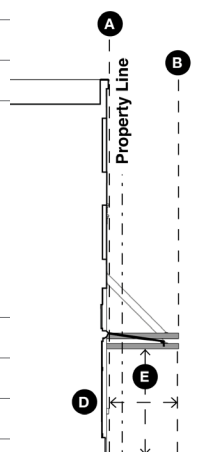
Shopfront

Zones	NC, D, SC, I
Combinations	Awning or canopy
A Max. Setback	By district
B Encroachment	Seating by permit; bay and display windows to lot line; awning and canopy by element
C Entry Condition	At grade entry
D Horizontal Clear.	N/A
E Vertical Clear.	N/A
Special Conditions	Band, window, or blade sign required



Awning or Canopy

Zones	GN, NC, D, SC, I
Combinations	Shopfront
A Max. Setback	N/A
B Encroachment	Awning or canopy to within 2 ft. of curb
C Entry Condition	N/A
D Horizontal Clear.	6 ft. min.
E Vertical Clear.	8 ft. min.
Special Conditions	Awning must be fabric and exclude side panels.



DRAFT 18 AUGUST 2025

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

TABLE 71-I FACADE TYPES

Common Entry

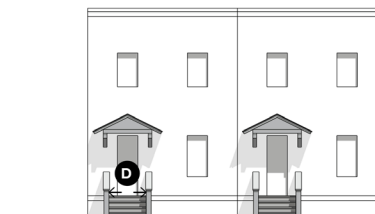
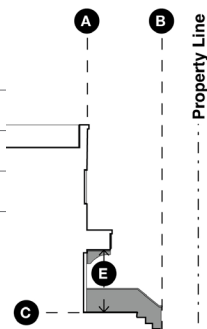
Zones	NC, D, SC, I
Combinations	Awning or canopy
A Max. Setback	By district
B Encroachment	Bay windows or raised planter to lot line; awning by element
C Entry Condition	At grade entry
D Horizontal Clear.	N/A
E Vertical Clear.	8 ft. min.

Special Conditions Planters must contain evergreen foliage.

**Stoop**

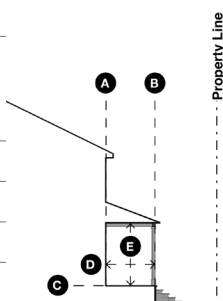
Zones	GN, NC
Combinations	None
A Min. Setback	By district
B Encroachment	Landing, cover, and stairs up to 100% of setback
C Entry Condition	Raised entry
D Horizontal Clear.	Landing 5 ft. min.
E Vertical Clear.	Covered stoop 8 ft. min.

Special Conditions Stoop may be engaged into the building volume.

**Porch**

Zones	NE, GN, NC
Combinations	None
A Min. Setback	By district
B Encroachment	Porch up to the greater of 8 ft. or 60% of the setback
C Entry Condition	Raised entry
D Horizontal Clear.	Porch 8 ft. min.
E Vertical Clear.	Porch 8 ft. min.

Special Conditions None



DRAFT 18 AUGUST 2025

BUCHANAN UDC

ARTICLE 3 – ZONING

Buchanan, Michigan

Sec. 71-18 Use

- A. Uses are limited according to [Table 71-J Use Matrix](#).
- B. Additional restrictions apply in [Table 71-K Use Restrictions](#).

TABLE 71-J USE MATRIX

	N	NE	GN	NC	D	SC	I
Commercial							
Adult retail, services, and entertainment							S
Automobile sales						S	■
Automobile service						S	■
Cannabis designated consumption establishment					S	S	S
Cannabis retail					S	S	S
Child care		A	A	■	■	■	
Commercial laundry				■	■	■	■
Convalescent and nursing care				■	■	■	
Crematorium							S
Dry cleaners				■	■	■	■
Festivals				T	T	T	
Food and beverage			A	■	■	■	■
Funeral home				■	■	■	■
Gas station						■	■
Hospital						■	■
Market			T	■	T	■	■
Office			A	■	■	■	■
Package liquor store					■	■	■
Retail			A	■	■	■	■
Self-storage						S	■
Service, professional			A	■	■	■	■
Service, personal			A	■	■	■	■
Entertainment							
Adult entertainment							S
Indoor sports facility				■	■	■	■
Outdoor sports facility		■	■			■	■
Theater, excluding drive-in				■	■	■	
Industrial and Manufacturing							
Cannabis cultivation							S
Cannabis production							S
Industrial							■
Junk/salvage yards							■
Manufacturing, artisanal				S	S	S	■

DRAFT 18 AUGUST 2025

ARTICLE 3 – ZONING**BUCHANAN UDC**

Buchanan, Michigan

TABLE 71-J USE MATRIX

	N	NE	GN	NC	D	SC	I
Warehouse storage and distribution							■
Institutional							
Cultural (library, museum, gallery)	S	■	■	■	■	■	
Government		■	■	■	■	■	■
Meeting Hall			■	■	■		
Performing Arts			■	■	■		
Religious assembly		■	■	S	S	■	
School: primary		■	■	S	S	■	
School: secondary		■	■	S	S	■	
Lodging							
6 rooms or less			S	■	■	S	
12 rooms or less				■	■	■	
More than 12 rooms					■	■	
Residential							
Home occupation		A	A	A	A		
1 dwelling unit per lot		■	■	■			
1 dwelling unit per lot (zero lot line)			■	■			
2 dwelling units per lot			■	■	■		
4 dwelling units per lot			■	■	■		
8 dwelling units per lot				■	■		
More than 8 dwelling units per lot				S	■		

Permitted use ■

Temporary use T

Accessory use A

Special use permit S

Prohibited use blank space

Sec. 71-19 Specific use restrictions

A. Uses are further restricted as specified in [Table 71-K Use Restrictions](#) and as follows:

1. Cannabis retail stores in Downtown (D) are restricted to no more than 10% of the available shopfront length in total feet of all properties in the district. At the effective date of this ordinance there is 947 linear feet of shopfront in Downtown, permitting 95 linear feet of cannabis retail stores.

TABLE 71-K USE RESTRICTIONS

	GN	NC	D
Institutional Uses	10 parking spaces max.	20 parking spaces max.	Not applicable
Commercial Uses	5,000 sq. ft. max.	20,000 sq. ft. max.	60,000 sq. ft. max.

Sec. 71-20 Cannabis standards

- A. In addition to Code of Ordinances Chapter 18 Article III MEDICAL MARIHUANA FACILITIES and Article IV ADULT USE MARIHUANA ESTABLISHMENTS requirements, cannabis cultivation and production is subject to the following standards.
 - 1. On-site consumption dispensing businesses is permitted by special permit in the industrial zoning district (I), the downtown (D) and the suburban commercial (SC) districts subject to the requirements of Code of Ordinances Chapter 18.
 - 2. Colocation of a dispensing organization and a grower center is permitted by special permit in the industrial zoning district (I) subject to the requirements of Code of Ordinances Chapter 18. The colocated establishments must be the sole use of the tenant space.
- B. Cultivation and production performance standards.
 - 1. Ventilation and odor. All cannabis cultivation or manufacturing facilities are required to be in compliance with the state requirements and must have odor mitigation systems such that odor is imperceptible from the outside of any building or lease line.
 - a. A ventilation plan is required for marijuana cultivation and manufacturing facilities that provides for adequate ventilation so as to prevent pesticides, insecticides or other chemicals used in the cultivation or manufacturing of marijuana or marijuana related products from being dispersed or released outside the building. The plan shall further provide for resulting smoke, vapor, fumes, gases and particulate matter to be effectively confined to the building.
 - 2. Light. Those cultivators using artificial lighting for mixed-light cultivation must shield greenhouses so that little to no light escapes.
 - a. Light trespass must not exceed 0.1 foot-candle at any point on or above any property line between sunset and sunrise, measured five feet above grade with a handheld meter aimed toward the light source.
 - 3. Noise. The cultivation of cannabis must not exceed the following noise level standards: 55 A-weighted decibels (dBA) from seven a.m. to seven p.m. and 50 dBA from seven p.m. to seven a.m. measured at the lot line, except that generators associated with a commercial grow are not to be used between ten p.m. and seven a.m.
 - 4. Water use. Water used for the cultivation of cannabis must be sourced on-site from a permitted well, surface water diversion and/or rain catchment system.
 - 5. The cultivation of cannabis must not create erosion or result in contaminated runoff into any stream, creek, river or body of water.
- C. Any fuel, fertilizer, pesticide, fungicide, rodenticide, herbicide or other substance toxic to wildlife, children or pets, must be stored in a secured and locked structure or device. All uses of pesticide products must be in compliance with state pesticide laws and regulations.

Sec. 71-21 Communication towers

- A. Location restrictions. The City prohibits the location of additional towers or communication support structures unless the applicant can demonstrate the following:
 - 1. There is no existing tower or support structure that can be used for the proposed antenna attachment.

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

2. There is no existing tower or support structure having sufficient height to meet the applicant's engineering requirements.
 3. There is no existing tower or support structure having sufficient structural strength to meet the applicant's engineering standards.
- B. General requirements. All new towers must conform to the following requirements:
1. New towers are only permitted in the industrial zoning district unless colocated per A. above.
 2. The tower must be set back from all lot lines a distance equal to its height.
 3. The base of the tower must not occupy more than 500 square feet of area.
 4. New towers may not be located within one-half mile of an existing tower.
 5. Tower height must not exceed 300 feet and no tower within 500 feet of a residential use can exceed 175 feet in height above grade.
 6. Existing vegetation must be preserved where possible.
 7. A vegetative buffer is required if property adjoins any residentially zoned property or land use. The buffer must consist of the following:
 - a. Two alternating rows of evergreen trees with a minimum height of five feet, planted 20 feet on center along the perimeter of the property;
 - b. Buffer must be located 20 feet from the lot line but must maintain a ten foot setback from the tower.
 8. Signage is not permitted on the tower structure or accessory structures.
 9. Accessory structures are limited to uses associated with the operation of the tower and must comply with [Table 71-H Industrial \(I\) Standards](#).
 - a. Accessory structures may not exceed 600 square feet of gross building area.
 10. The site must be secured from unauthorized access.
 11. The tower must be removed by the property owner within six months of abandonment.
- C. Application requirements.
1. Engineering plans and specifications must be provided for the special use application by an engineer licensed in the State of Michigan.
 2. The applicant must provide a performance bond or irrevocable letter of credit equal to the estimated cost of removal, but not less than \$50,000, to be used by the City to remove the tower if it is abandoned and not removed according to the terms of this section.

Sec. 71-22 Adult entertainment

- A. Adult entertainment facilities are subject to the following special provisions:

BUCHANAN UDC**ARTICLE 3 – ZONING**

Buchanan, Michigan

1. No business may be located within 1,000 feet of a lot containing residential, commercial, or institutional use.
2. All business must be conducted in an enclosed building, and occupancy is limited to 50 persons.

Sec. 71-23 Home occupations

A. Home occupations are permitted in all residential districts as follows:

1. Home occupations within the NE Neighborhood require a special use permit. This includes all properties east of Red Bud Trail N and north of Fulton Street.
2. Must not exceed 50% of the dwelling unit or 1,000 square feet, whichever is less;
3. Hours of operation are limited to 8:00 AM through 6:00 PM;
4. A maximum of 1 individual not residing in the household may be employed, except adult or child day care homes; and
5. Signage is limited to one non-illuminated sign, no greater than 3 feet in area.

B. Prohibited uses in home occupations:

1. Repair or assembly of vehicles, equipment, and large appliances;
2. Dispatch facilities;
3. Employment agencies;
4. Warehousing;
5. Animal sales or kennels; and
6. Merchandise warehousing, packing, and shipping.

C. Nuisances standards must be met as follows:

1. The dwelling and site must remain residential in appearance.
2. No equipment, material, or process may be used that creates noise, vibration, glare, smoke, fumes, particulate matter, excessive heat or humidity, electrical interference, odors, or hazards.
3. Outdoor equipment not typically found or used for domestic household use is prohibited.
4. Residential trash and recycling volumes and facilities may not be materially exceeded.
5. Commercial vehicles are prohibited unless stored within a garage.

D. Permits. Applications and hearings for home occupation use are not required. Home occupations must obtain a city business license.

Sec. 71-24 Accessory dwelling units

A. One accessory dwelling unit per principal dwelling unit is permitted in all districts.

1. Accessory dwelling units in the NE Neighborhood may not exceed 720 square feet per story.

DRAFT 18 AUGUST 2025

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

2. Accessory dwelling units may be attached or detached.
3. Accessory dwelling units are limited to one bedroom.
4. Either the primary residence or accessory unit must be inhabited by the owner of the parcel.

Sec. 71-25 Group homes

Group homes and adult foster care facilities must comply with the following regulations:

- A. Group homes and adult foster care facilities are a residential permitted use for facilities for not more than six adult foster care residents. Facilities for more than six residents require a special use approval.
 1. Facility operators must provide a license from the Michigan Department of Independent Family Living and/or Michigan Department of Public Health prior to operation.
 2. The Plan Commission may grant special approval for a group home or adult foster care facility only if the lot area has minimum of 3,000 square feet for each resident over six.
- B. NE, GN residential districts, permitted use. Facilities providing care for six or fewer residents may only be permitted in one building per parcel. It is not a permitted use if a facility with more than six residents is located within 1,500 feet.
- C. NC, DT, mixed-use districts and SC commercial district special use.
 - a. Group homes providing care for one to 12 residents and adult foster care facility providing care for seven to 12 adult foster care residents. No more than one care facility in one building on one lot is allowed, nor is a facility within 2,000 feet of another facility.
 - b. Facilities providing care for 13 to 20 residents. No more than one facility is permitted in one building on one lot is allowed, nor is any facility which is within 3,000 feet of another facility.
 - c. A facility providing care for more than 20 residents, with the condition that each living unit cannot exceed 20 individuals. No more than one facility in any single building or on one parcel of land, is allowed, nor is any facility within a 3,000 feet of another facility.

Sec. 71-26 Buffering

Buffering is required between industrial and commercial development and adjacent uses.

- A. Transition with landscape buffers. A landscape buffer is required along shared lot lines where different zoning districts abut, as specified in [Table 71-L Buffer Requirements](#).
- B. Buffers must meet the configuration standards in [Table 71-M Buffer Types](#).
- C. Landscape buffers must:
 1. Be located on the newly developing property;
 2. Include continuous evergreen hedges with one row per five feet of buffer width;
 3. Include ground cover to cover all exposed soil; and
 4. Allow two understory trees to substitute for one canopy tree, up to 30 percent of the required tree count.

BUCHANAN UDC

ARTICLE 3 – ZONING

Buchanan, Michigan

5. Natural drainage ways or existing vegetation may be substituted for required buffers when:

a. The feature is at least 20 feet wide.

TABLE 71-L BUFFER REQUIREMENTS

Proposed Zoning	Existing Adjacent Zoning						
	N	NE	GN	NC	D	SC	I
N							
NE				A	B	C	C
GN				A	B	B	C
NC	C	B	A				B
D	C	B	A				B
SC	C	C	C	B	B		
I	C	C	C	C	C	B	

TABLE 71-M BUFFER TYPES

Type	Width of Buffer	Hedge	Canopy Trees
A	6' minimum	6' high at maturity, planted 30 inches on center, minimum.	1 per each 50 linear ft.
B	10' minimum		1 per each 40 linear ft.
C	25' minimum		2 per each 50 linear ft.

Sec. 71-27 Parking and loading standards

Off-street parking must be provided according to the requirements of this section, with the exception of the Downtown (D) district. It is exempt from parking quotas, but is subject to the parking location requirements of subsection §F.

- A. Automobile parking is required in the amount specified in [Table 71-N](#) and as follows:
1. All uses are added to determine the minimum required parking;
 2. When requirements result in a fractional number, fractions are rounded down; and
 3. Uses within buildings less than 30 feet in depth and no more than two stories are exempt from required parking.
- B. One automobile parking space may be reduced for every four bicycle parking spaces provided.
- C. Required parking for residential uses may be adjusted downwards by 50% where spaces serve state licensed assisted living and senior independent living facilities.
- D. Required automobile parking may be fulfilled in the following locations:
1. Within the same lot;
 2. On-street parking spaces located along lot lines;
 3. Within an adjacent shared parking lot; and
 4. Within a shared parking facility located within 600 feet of the use.

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

TABLE 71-N PARKING REQUIREMENTS

	N	NE	GN	NC	SC	I
Civic Space	No minimum					
Commercial	N/A	3 / 1,000 sq. ft.		2.5 / 1,000 sq. ft.	3 / 1,000 sq. ft.	1 / 1,000 sq. ft.
Entertainment	N/A			1 / 6 fixed seats or patrons		
Industrial & Manufacturing	Not applicable					1 / 2 employees
Institutional	N/A	1 / 4 fixed seats or patrons		1 / 8 fixed seats or patrons	Not applicable	
Lodging	N/A	1 / room		0.5 / room	Not applicable	
Residential						
Home occupations	N/A					
Accessory dwellings	N/A	1 / ADU			N/A	
per dwelling unit	N/A	2 / unit	1.5 / unit	1 / unit	N/A	

E. Shared parking.

1. Shared parking reductions are available for the NC district and Neighborhood Plans. Required parking may be adjusted downward by shared parking according to [Table 71-O](#). Shared parking is determined as follows:
 - a. Shared parking is available for two or more uses on one lot or within one block.
 - b. Parking facilities may utilize shared parking for uses within 500 feet of the facility.
 - c. Step 1. Calculate the parking required by each use in [Table 71-N](#) and sum the total.
 - d. Step 2. The gross minimum number of parking spaces from Step 1. is multiplied by the “occupancy rate” as determined by [Table 71-O](#), for each use for the weekday night, daytime and evening periods, and weekend night, daytime and evening periods respectively.
 - e. The gross minimum numbers of parking spaces for each of the purposes referred to for each time period must be added to produce the aggregate gross minimum numbers of parking spaces for each time period.
 - f. The greatest of the aggregated gross minimum numbers of parking spaces for each period will be the parking minimum.
 - g. [Table 71-O](#) defines the percent of the basic minimum needed during each time period for shared parking. (M-F = Monday to Friday)

TABLE 71-O PARKING OCCUPANCY RATES

USES	M – F	M – F	M – F	SAT & SUN	SAT & SUN	SAT & SUN
	8 AM–6 PM	6 PM–12 AM	12 AM–8 AM	8 AM–6 PM	6 PM–12 AM	12 AM–8 AM
Residential	60%	100%	100%	80%	100%	100%
Office/ Warehouse/ Industrial	100%	20%	5%	5%	5%	5%

BUCHANAN UDC

ARTICLE 3 – ZONING

Buchanan, Michigan

TABLE 71-O PARKING OCCUPANCY RATES

USES	M – F	M – F	M – F	SAT & SUN	SAT & SUN	SAT & SUN
	8 AM–6 PM	6 PM–12 AM	12 AM–8 AM	8 AM–6 PM	6 PM–12 AM	12 AM–8 AM
Commercial	90%	80%	5%	100%	70%	5%
Hotel	70%	100%	100%	70%	100%	100%
Restaurant	70%	100%	10%	70%	100%	20%
Theater	40%	80%	10%	80%	100%	10%
Entertainment	40%	100%	10%	80%	100%	50%
Institutional	100%	20%	5%	10%	10%	5%
Religious	10%	5%	5%	100%	50%	5%

F. Off-street parking standards.

1. All off-street parking spaces and aisles must meet AASHTO size and configuration standards.
2. Automobile parking must be located according to [Table 71-C through Table 71-H](#).
3. Off-street parking in NE and GN must be used for noncommercial passenger vehicles.
4. Off-street parking must be accessed by rear alleys or rear lanes where available.
5. Where rear alleys or rear lanes are not available, off-street parking may be accessed from the following locations:
 - a. From secondary facades driveways should be located near the rear lot line; and
 - b. Where secondary facades are not available, parking may be accessed from the primary facade.
6. Driveways.
 - a. Driveways providing access to off-street parking are limited to 10 feet in width for one-way access, and 20 feet in width for two-way access.
 - b. A hardscape apron is required where the driveway meets the public street, from the edge of pavement to the front lot line.
 - i. The apron must be constructed using concrete or asphalt.
 - ii. A standard curb cut is required unless the public works department approves a different method.
 - iii. The apron must be built to keep gravel, crushed stone, or other loose materials off the public street and sidewalk.
 - c. The portion of the driveway beyond the apron, located on private property, may use concrete, asphalt, gravel, crushed granite, or similar materials.

DRAFT 18 AUGUST 2025

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

- d. Loose surface materials are allowed only when:
- The surface is installed over a professionally compacted base that's appropriate for the material.
 - The driveway includes an engineered edge, or another approved edge restraint, to keep the surface in place and prevent it from spreading.
 - The materials and installation are consistent with those typically used in professional residential construction, including high-end homes.
- e. The driveway must be maintained in good condition so that no loose material washes or moves into the public right-of-way.
- f. If gravel or other loose material causes problems in the street or drainage system, the city may require the property owner to repair or replace the driveway.
- g. All driveways and aprons must follow city engineering standards and are subject to inspection and approval by the zoning administrator or their designee.
7. Parking lots must be screened along front and side street lot lines by one or more of the following methods:
- Buildings. A minimum of 70% of parking lot width must be screened;
 - A masonry wall no less than 4 feet in height; or
 - A metal fence with a hedge or other landscape element no less than four feet in height.
- G. Bicycle parking standards.
- Bicycle parking is required in the Downtown zone as specified in [Table 71-P](#) and as follows:
 - Enclosed spaces for multi-family residential must be located at ground level.

TABLE 71-P DOWNTOWN BICYCLE PARKING REQUIREMENTS

USES	MINIMUM SPACES	ENCLOSED SPACES	ON-STREET SPACES
Residential			
Over 4 dwellings per lot	.5 / unit	25% min.	25% max.
Commercial			
Food & beverage	.5 / 1,000 sq. ft.	n/a	100% max.
Other	.2 / 1,000 sq. ft.	n/a	100% max.
Institutional			
All assembly uses	.2 / 1,000 sq. ft.	n/a	100% max.
Other			
All other uses	No minimum requirements.		

H. Loading standards.

- Loading facilities must be provided for commercial uses in NC, D, SC, and I districts according to the following requirements:

BUCHANAN UDC**ARTICLE 3 – ZONING**

Buchanan, Michigan

- a. Location of loading facilities must comply with the setbacks according to [Table 71-C through Table 71-H](#). No loading bay for vehicles over a two ton capacity may be closer than 50 feet to a NE or GN lot unless completely enclosed by a building.
 - b. Off-street loading and refuse collection must be located and screened so it is not visible from adjacent streets, or residential uses.
 - c. Loading bays must be a minimum of 10 feet wide by 25 feet long, exclusive of aisle and must have a vertical clearance of 14 feet.
 - d. Loading facilities may not satisfy the requirements for off-street parking.
 - e. Loading bays in the NC and D districts may be located off an adjacent alley.
2. Required loading area. On-site loading must be provided for all buildings greater than 50,000 square feet as follows:
 - a. Loading bays are required in the amounts specified below:
 - i. 50,000 sq. ft. - 160,000 sq. ft.: 1 bay
 - ii. 160,000 sq. ft. - 320,000 sq. ft.: 2 bays
 - iii. Over 320,000 sq. ft. 1 per 180,000 sq. ft.

Sec. 71-28 Tree preservation and landscape standards**A. Purpose.**

1. Preserve and increase Buchanan's urban tree canopy for public health, safety, welfare, storm-water management, heat-island mitigation, habitat, community character, and economic development.
2. Implement the Buchanan Tree Maintenance Program, including its risk-based priorities, seven-year pruning cycle, planting targets, and species-diversity goals.
3. Satisfy Tree City USA eligibility and the MEDC "Development-Ready Communities" Best Practice 2.6 for Green Infrastructure.
4. Provide plain, prescriptive standards that is simple to administer, with direction from the Tree Board (formerly Buchanan Tree Friends) as needed.

B. Applicability.

1. All new construction, site-plan, or subdivision applications in every zoning district.
2. Any removal of a Protected Tree (≥ 8 in. diameter at breast height (DBH)) or Landmark Tree (≥ 24 in. DBH or on the City's "special-status" list).
3. Public trees in rights-of-way, parks, civic spaces, and City facilities.
4. Routine single- or two-family yard activity that does not remove a Protected or Landmark Tree is exempt from subsections [E - G](#).

C. Administration.

DRAFT 18 AUGUST 2025

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

1. The community development director (or designee) is the approving authority.
2. Tree-Work / Tree-Removal Permits are one-page forms; compliant applications are approved administratively within 5 working days.
3. The community development director may consult a certified arborist, the Tree Board, or the City's on-call engineer; reasonable review costs may be charged to the applicant.
4. A Tree Fund is hereby created; in-lieu fees, fines, and donations are used solely for public-tree planting, maintenance, or inventory updates.
5. Tree Board designation. The volunteer organization known as Buchanan Tree Friends is hereby designated as the Buchanan Tree Board for the purposes of this Code, Tree City USA, and grant eligibility.

D. Public tree care.

1. Street- and park-tree pruning must follow a 6- to 7-year cycle; young trees (< 6 in. DBH) must receive structural training every 3 years.
2. High-risk trees identified in the Buchanan Tree Maintenance Program are treated first, then moderate-risk, then routine maintenance.
3. Any contractor working on a public tree must hold ISA Certified Arborist credentials and obtain a permit.

E. Tree preservation in development.

1. Tree survey. Site plans must show location, species, and DBH of all existing trees $\geq$ 6 in. DBH.
2. Preservation priority. Designs must avoid Landmark Trees. The Administrator may waive preservation if no prudent and feasible alternative exists.
3. Protection during construction. Preserved trees must be fenced at the dripline or $\geq$ 10 ft. radius, whichever is greater; no grading, trenching, storage, or vehicle traffic is permitted inside the fence.
4. Credits for preservation. Each healthy tree $\geq$ 8 in. DBH retained counts toward new-tree requirements, per [Table 71-Q](#).

TABLE 71-Q TREE PRESERVATION CREDITS	
Existing Tree Diameter at Breast Height (DBH)	Count As
8 to 17 in.	2 new trees
18 to 23 in.	3 new trees
$\geq$ 24 in. (Landmark trees)	4 new trees

F. Tree removal and replacement.

1. Removal of any Protected or Landmark Tree requires a permit.
2. Replacement is calculated on total diameter removed:

- a. Protected Trees – replace 50% of removed DBH (inch-for-inch).
 - b. Landmark Trees – replace 100% of removed DBH.
 3. Replacement stock: deciduous 2.5-in. caliper minimum; evergreen 8 ft. tall minimum.
 4. If the site cannot physically accept all required inches, pay an in-lieu fee of \$200 per 2.5-in. caliper (or equivalent) to the Tree Fund.
- G. Landscape planting standards.
1. Front-yard planting by zoning district:
 - a. NE: ≥ 2 understory trees or 1 understory tree + 10 shrubs.
 - b. GN & NP-M: ≥ 1 understory tree or 10 shrubs.
 - c. Existing healthy trees may satisfy these counts.
 2. Suburban Commercial (SC) & Industrial (I) Districts
 - a. Minimum landscaped area: 15% of gross lot area.
 - b. Minimum 2 shrubs per 250 sq. ft. and 2 trees per 500 sq. ft. of required landscape area; cover beds 100% with living groundcover or mulch.
 - c. At least 25% of landscaping must lie along lot lines if abutting a different zoning district.
 - d. Outdoor storage and waste areas within 15 ft. of a lot line must be screened by a continuous 6-ft. opaque fence, wall, or evergreen hedge.
 3. Street trees, parking lots, and internal landscaping.
 - a. Street frontage. 1 canopy tree per 40 linear ft. of new public or private street.
 - b. Parking lots. 1 landscape island with a canopy tree per 12 spaces; islands minimum 9 × 18 ft. and curbed with openings for infiltration.
 - c. Internal plantings may count toward the lot-wide tree totals.
 4. Clearances between trees and objects are required per [Table 71-R](#).

TABLE 71-R TREE CLEARANCES

Horizontal	
2 ft.	from walks and curbs (in wells or planters)
3 ft.	from swales
5 ft.	from underground utilities
6 ft.	from one-story eaves
8 ft.	from two-story eaves
Vertical	
8 ft.	above walks

ARTICLE 3 – ZONING**BUCHANAN UDC**

Buchanan, Michigan

13 ft.	above drives and streets
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5. Prohibited material.

- a. Plants with hazardous thorns within 2 ft. of front or side-street lot lines.
- b. Artificial plants or artificial turf except on athletic fields.
- c. Species listed as “invasive or noxious” by the State of Michigan or subsection L.

H. Exemptions.

1. Dead or imminently hazardous trees (documented by photo or arborist letter).
2. Species classified as invasive by the State of Michigan.
3. Emergency work by public utilities.
4. Active commercial orchards or Christmas-tree farms.
5. Routine pruning that follows ANSI A300 and removes $\leq 25\%$ of live crown in one season.

I. Species selection and diversity.

1. Follow the Recommended Species List in subsection M, excerpted from the Tree Maintenance Program, as amended by resolution.
2. Diversity goal: no more than 20% of any one genus or 10% of any one species within a development phase.
3. To reduce over-representation, no additional maples may be planted until the citywide maple share falls below 30%.

J. Maintenance and warranty.

1. Applicants must guarantee survival of new plant material for two growing seasons; dead plantings must be replaced at the applicant’s cost.
2. For large projects requiring financial guarantees, the City shall inspect replacements before releasing any bond or letter of credit.

K. Enforcement and penalties.

1. Violation is a municipal civil infraction; fines per municipal Schedule of Fees plus required tree replacement.
2. Illegal removal of a Landmark Tree requires 200% inch-for-inch replacement or equivalent in-lieu fee.
3. The Administrator may issue stop-work orders for continued non-compliance.

L. Prohibited species list.

1. The following species shall not be planted within the City and, if present, should be removed when practical:

BUCHANAN UDC

ARTICLE 3 – ZONING

Buchanan, Michigan

- a. Tree-of-Heaven (*Ailanthus altissima*)
- b. Black Locust (*Robinia pseudoacacia*)
- c. Common Buckthorn (*Rhamnus cathartica*)
- d. Glossy Buckthorn (*Frangula alnus*)
- e. Callery/Bradford Pear (*Pyrus calleryana*)
- f. Norway Maple (*Acer platanoides*)
- g. Russian Olive (*Elaeagnus angustifolia*)
- h. Any species listed as “Prohibited” or “Restricted” under Michigan’s Natural Resources and Environmental Protection Act, Part 413.

M. Recommended species list.

1. The recommended species list is in [Table 71-S](#). The City Commission may, by resolution, add to or revise this list to address pests, climate trends, or inventory data without amending the text of this section.

TABLE 71-S RECOMMENDED SPECIES LIST						
COMMON NAME	BOTANICAL NAME	CULTIVAR	NATIVE	SHAPE	MATURE SPREAD (FT.)	MATURE HEIGHT (FT.)
American Elm	<i>Ulmus americana</i>	Valley Forge; Princeton	Yes	Vase	50 to 70	70 to 90
American Hornbeam	<i>Carpinus caroliniana</i>		Yes	Upright	20 to 30	20 to 30
American Linden	<i>Tilia americana</i>		Yes	Rounded	30 to 50	50 to 80
American Yellowwood	<i>Cladrastis kentukea</i>		No	Rounded/ Vase	20 to 50	40 to 50
Bald Cypress	<i>Taxodium distichum</i>		No	Pyramidal	25 to 35	60 to 80
Blackgum	<i>Nyssa sylvatica</i>		No	Pyramidal / Oval	25 to 35	65 to 75
Bur Oak	<i>Quercus macrocarpa</i>		Yes	Upright Oval / Spreading	40 to 60	60 to 70
Cockspur Thornless Hawthorn	<i>Crataegus crusgalli</i> var <i>inermis</i>		Yes	Rounded	10 to 25	10 to 15
Crabapple	<i>Malus</i> spp.	Sugar Tyme; Prairie Fire; Various	No	Rounded	20 to 25	20 to 25

DRAFT 18 AUGUST 2025

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

TABLE 71-S RECOMMENDED SPECIES LIST

COMMON NAME	BOTANICAL NAME	CULTIVAR	NATIVE	SHAPE	MATURE SPREAD (FT.)	MATURE HEIGHT (FT.)
Cucumbertree magnolia	Magnolia acuminata	Various	No	Pyramidal	20 to 35	40 to 70
Dawn Redwood	Metasequoia glyptostroboides		No	Upright Pyramidal	20 to 30	60 to 80
Eastern Hackberry	Celtis occidentalis		Yes	Rounded	40 to 50	60 to 70
European Hornbeam	Carpinus betulus	Fastigiata; Various	No	Oval	20 to 30	10 to 30
Ginkgo	Ginkgo biloba	male trees only	No	Round / Pyramidal	30 to 60	50 to 75
Golden Raintree	Koelreuteria paniculata		No	Rounded	30 to 40	30 to 40
Green hawthorn	Crataegus viridis	Winter King	No	Upright Vase to Spreading	15 to 20	10 to 15
Hybrid Elm	Ulmus X	Patriot; Triumph; Accolade	No	Vase	30 to 45	40 to 60
Japanese Tree Lilac	Syringia reticulata	Ivory Silk	No	Oval to Rounded	15 to 20	20 to 30
Katsura tree	Cercidiphyllum japonicum		No	Upright to Pyramidal	30 to 40	30 to 40
Kentucky Coffeetree	Gymnocladus dioica		No	Upright to Rounded	40 to 70	50 to 70
Kousa dogwood	Cornus kousa		No	Rounded / Vase	15 to 30	15 to 30
Little-leaf Linden	Tilia cordata	Greenspire	No	Pyramidal to Rounded	30 to 40	40 to 60
London Planetree	Platanus x acerifolia	Bloodgood; Various	No	Pyramidal / Rounded	50 to 70	75 to 90
Northern Red Oak	Quercus rubra		Yes	Rounded	60 to 80	50 to 60
Pin Oak	Quercus palustris		Yes	Upright Pyramidal / Oval	40 to 50	60 to 80

BUCHANAN UDC

ARTICLE 3 – ZONING

Buchanan, Michigan

TABLE 71-S RECOMMENDED SPECIES LIST

COMMON NAME	BOTANICAL NAME	CULTIVAR	NATIVE	SHAPE	MATURE SPREAD (FT.)	MATURE HEIGHT (FT.)
Red Horsechestnut	Aesculus x carnea	Briotti; Ft. McNair	Hybrid	Upright / Oval	30 to 40	60 to 80
Redbud	Cercis canadensis	Various	Yes	Rounded	15 to 25	15 to 30
River Birch	Betula nigra		Yes	Upright / Oval	30 to 40	40 to 60
Serviceberry or Juneberry	Amelanchier x grandiflora	Autumn Brilliance; Princess Diana	Hybrid	Rounded	10 to 15	10 to 25
Silver Linden	Tilia tomentosa		No	Broad Columnar	30 to 50	50 to 70
Swamp White Oak	Quercus bicolor		Yes	Upright Oval / Rounded	50 to 60	50 to 70
Sweetgum	Liquidambar styraciflua		Yes	Pyramidal / Oval	35 to 50	60 to 75
Sycamore	Platanus occidentalis		Yes	Pyramidal / Rounded	50 to 70	75 to 90
Thornless Honeylocust	Gleditsia triacanthos var inermis	Various	Yes	Rounded	30 to 70	30 to 70
Tuliptree	Liriodendron tulipifera		Yes	Pyramidal / Oval	35 to 50	70 to 90
Zelkova	Zelkova serrata	Green Vase; Village Green	No	Vase	40 to 50	60 to 80

Sec. 71-29 Fencing standards

- A. Construction of a fence requires a zoning compliance permit issued by the zoning administrator prior to construction.
- B. When erected on a lot line, all of the fence and any of its supporting structures must be contained within the lot.
- C. Chain link, barbed wire, razor wire, and electrically charged fences are not permitted.
- D. Fences may not exceed four feet in height in the front yard and may not exceed six feet in height in all other yards.

Sec. 71-30 Sign standards

This section establishes the standards for the number, size, placement, and physical characteristics of on-

DRAFT 18 AUGUST 2025

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

premise signs visible from a public sidewalk or adjacent property.

- A. These regulations do not restrict the content of signs.
- B. Permits required. All signs with the exception of the following require a sign permit:
 1. A-frame ground sign;
 2. Small signs. Any sign that does not exceed four square feet in area;
 3. Window signs;
 4. Official sign. Notices required by law, signs erected by a governmental agency or public utility; and
 5. Temporary signs. Not more than one temporary sign is permitted per facade and may not exceed 32 square feet in area. Temporary signs must be removed within 48 hours after the event. Temporary signs may not be displayed longer than the event or 30 days.
- C. Removal. The zoning administrator or their designee is authorized to remove any sign deemed to be unsafe or a hazard to the public. The cost of the removal will be billed to the property owner.
- D. Non-conforming signs.
 1. If a sign display is not current, is in a state of disrepair, or is left blank for a continuous period of 60 days, it is considered abandoned, within 30 days after abandonment the owner of the property must remove or replace the sign or the message. The sole exception to this provision is signs installed as an integral component of a building.
 2. Illumination may not be added to a nonconforming sign.
 3. A nonconforming sign may not be replaced except to bring it into complete conformance with this section.
 4. If a sign is removed or damaged to the extent that the cost of restoration exceeds 50 percent of the original value of the sign it must be removed or brought into complete conformance with this section.
- E. Prohibited signs. Signs with the following features are prohibited:
 1. Off-premise signs, including snipe or bandit signs and vehicular signs;
 2. Signs located within the clear sight triangle according to [Figure 71-B Clear site lines](#);
 3. Signs extended above the parapet or eave of a roof;
 4. Signs utilizing animation or which contain the optical illusion of sign movement;
 5. Signs incorporating noisy mechanical devices or emitting smoke or steam;
 6. Inflatable signs;
 7. Portable signs, except a-frame ground signs; and
 8. Any unsafe sign.

BUCHANAN UDC

ARTICLE 3 – ZONING

Buchanan, Michigan

F. Permitted signs and restrictions.

1. Permitted sign types are limited by district and the following restrictions according to [Table 71-T](#):
 - a. The number of signs per type;
 - b. The area of signs; and
 - c. The height of sign copy.
2. All signs must be a minimum of eight feet clear over sidewalks and vehicular areas.
3. No sign may be placed in or over a public right-of-way with the exception of the following:
 - a. A-Frame signs are permitted on a public sidewalk during hours the associated business is open, but must maintain a five foot clear path for pedestrian travel;
 - b. Awning and/or canopy signs;
 - c. Hanging signs;
 - d. Marquee signs; and
 - e. Projecting signs.
4. All signs may be double-sided by right, if the configuration of the sign permits. Only the larger side contributes to the calculation of sign area.
5. All signs may be illuminated by an external light source or internally illuminated if neon with the exception of signs located in NE and GN.
 - a. If externally illuminated, the source of the light must be enclosed and directed to prevent the source of light from shining directly onto traffic or a residential property.
6. All signs must comply with the building and electrical codes of the City of Buchanan. Underground wiring is required for all illuminated signs.

TABLE 71-T SIGN STANDARDS										
Sign	Signs (max)	Area (max)	Copy Height (max)	N	NE	GN	NC	D	SC	I
A-Frame	1 per tenant	9 sq. ft.	n/a				■	■	■	■
Awning	1 sloping plane & 1 valence per awning	75% awning area	16 in. on sloping plane, 8 in. on valence				■	■	■	■
Banner	1 per event	76 sq. ft.	n/a				■	■	■	■
Canopy	1 per canopy	2 sq. ft. per linear ft.	30 in.				■	■	■	■
Hanging	1 per tenant	6 sq. ft.	n/a				■	■	■	
Marquee	1 per entry	4 sq. ft. per linear ft.	30 in.					■	■	
Monument	1 per facade	36 sq. ft.	n/a		■	■	■		■	■

DRAFT 18 AUGUST 2025

ARTICLE 3 – ZONING

BUCHANAN UDC

Buchanan, Michigan

TABLE 71-T SIGN STANDARDS

Sign	Signs (max)	Area (max)	Copy Height (max)	N	NE	GN	NC	D	SC	I
Mural	1 per facade	no max.	n/a				■	■	■	■
Off-premise	Not permitted	n/a	n/a							
Pole	1 per property	200 sq. ft.	30 in.						■	■
Projecting	1 per tenant	6 sq. ft.	8 in.				■	■	■	■
Reader board	1 per tenant	6 sq. ft.	12 in.						■	■
Wall	1 per tenant	3 sq. ft. per linear ft.	18 in.					■	■	■
Window	1 per window	25% of glazed area	12 in.				■	■	■	■

■ Permitted

G. Maintenance and liability.

1. Painted or paper-faced signs must be maintained free of peeling paint or paper, sun fading, staining, rust or other conditions which impair the legibility of the sign.
2. Any permitted signs, including all supports, braces, guys and anchors, must be maintained in a manner not to cause a hazard to the public.
3. The city requires proof of current, in-force liability insurance in the aggregate amount of at least \$500,000.00, as a condition of granting a sign permit or as a condition of allowing the continued use of an existing sign, in the following instances:
 - a. Signs that extend over the city right-of-way.
 - b. Freestanding signs whose height exceeds the horizontal distance of the base of the sign to the nearest city right-of-way

BUCHANAN UDC**ARTICLE 4 – ADMINISTRATION**

Buchanan, Michigan

ARTICLE IV. ADMINISTRATION AND PROCESS

This article outlines the bodies with review, approval, and appellate authority in administering this chapter.

Sec. 71-31 Nonconformities

- A. Within the districts established by this UDC there exist lots, structures, and uses which were lawful when established, but would be prohibited under the terms of this ordinance. These nonconformities may continue until they are removed or abandoned. Nonconformities may not be increased, enlarged, expanded or extended except as permitted by subsections 2., 3., and 4. below.
1. Continuance. A nonconforming use lawfully existing at the effective date of this article may be continued, although it does not conform with the provisions of this article.
 2. Restoration to safe condition. Nothing in this article prevents the restoration of any building or structure to a safe condition when required by the proper authorities.
 3. Restoration after damages. Other than detached dwellings, no nonconforming building or structure which has been damaged by fire or other causes to more than fifty (50) percent of its current replacement value prior to the time of such damage, may be rebuilt or restored except in conformity with the provisions of this article.
 4. Modifications. Nonconforming structures can be maintained, repaired and modified, provided such maintenance, repairs or modifications do not increase or alter the non-conforming structure in any way which increases the non-conformity, but any non-conforming structure may be altered to decrease its non-conformity.
 5. Abandonment. A nonconforming use which has been discontinued for a continuous period of one (1) year cannot be reestablished, and any future use must be in conformity with this ordinance.
 6. Change in use. A nonconforming use cannot be changed to another nonconforming use.
 7. The modification of existing buildings is permitted by right if such changes result in greater conformance with the specifications of this chapter.

Sec. 71-32 Enforcement

Should a violation of an approved application occur during construction, or should any construction, site work, or development be commenced without an approved application, the city has the right to require the owner to stop, remove, and mitigate the violation, or to secure a variance to cover the violation.

- A. Authority.
1. The code enforcement officer is authorized to enforce the provisions of this code and to initiate corrective action for any violation.
 2. City departments, including building department, code enforcement, and legal, may support enforcement efforts as coordinated by the code enforcement officer.
 3. Nothing in this section limits the City's authority to enforce other applicable laws or to pursue civil or criminal penalties as provided by law.
- B. Violations. A violation of this code includes, but is not limited to:
1. Initiating construction, land disturbance, or site modifications without required approvals;
 2. Installing signage, landscaping, utilities, or structures not shown on approved plans;

DRAFT 18 AUGUST 2025

ARTICLE 4 – ADMINISTRATION**BUCHANAN UDC**

Buchanan, Michigan

3. Failing to install or maintain required public or private improvements;
4. Removing or damaging protected trees or landscaping without approval;
5. Occupying a site or building in violation of use, parking, or access requirements; or
6. Failing to comply with a condition of approval or decision by the planning commission, city commission, zoning board of appeals, or zoning administrator.

C. Notice and correction.

1. Upon identifying a violation, the code enforcement officer must provide written notice to the responsible party describing:
 - a. The nature of the violation;
 - b. The code section(s) violated;
 - c. Required corrective action; and
 - d. A deadline for compliance.
2. Notice may be provided in person, by mail, or by posting on the subject property.
3. Failure to correct the violation within the specified time frame may result in additional penalties or legal action.

D. Remedies and penalties.

1. The City may pursue one or more of the following remedies for any violation of this code:
 - a. Withholding of permits, approvals, or inspections until the violation is corrected;
 - b. Revocation of permits or approvals granted in error or obtained through misrepresentation;
 - c. Removal or abatement of noncompliant development or improvements at the owner's expense;
 - d. Assessment of civil penalties as authorized by ordinance or state law;
 - e. Filing of legal action in Berrien County Circuit Court for an injunction or other equitable relief to compel compliance with this chapter or stop any violation of this chapter or of a permit, approval certificate or other form of authorization granted under this chapter.
2. Each day that a violation continues constitutes a separate offense.
3. Nuisance per se and abatement. A violation of this chapter is a nuisance per se. If an owner or occupant does not correct a violation after notice, the City may abate the violation. The City may perform the work, use a contract vendor, or use any other lawful means. The cost of abatement, plus an administrative fee, is the personal debt of the owner and may be recorded as a lien against the property until paid.
4. Other enforcement authority. The City retains all enforcement powers available under applicable federal, state, and local laws and regulations, as amended.

BUCHANAN UDC**ARTICLE 4 – ADMINISTRATION**

Buchanan, Michigan

5. Cumulative remedies. Remedies, penalties, and enforcement powers in this chapter are cumulative. The City may use any one or more of them, in any order.

E. Stop work orders.

1. The zoning administrator or code enforcement officer may issue a stop work order if any regulated activity is occurring in violation of this code.
2. The order must specify the violation and the conditions that must be met before work may resume.
3. No work may resume until the violation has been resolved and the order is lifted in writing.

Sec. 71-33 Review and decision making bodies.

A. City Commission.

1. Powers and duties. In addition to any authority granted the City Commission by charter, ordinance or state law, the commission has the following powers and duties under this chapter:
 - a. Amendments to text and zoning map. To review, hear, consider and approve or disapprove:
 - i. Text amendments. Petitions to amend the text of this chapter.
 - ii. Zoning map amendments. Petitions to amend the zoning map.
 - b. Initiate amendments. To initiate petitions to the text of this chapter and the zoning map.
 - c. Other. To take any other action not delegated to the Planning Commission, Zoning Board of Appeals or heads of city departments, as the City Commission may deem desirable and necessary to implement the provisions of this chapter.

B. Planning Commission. The Planning Commission establishment, organization, powers and duties are enumerated in Chapter 70 of the City of Buchanan Code of Ordinances.

C. Community Development Director/Zoning Administrator.

1. Powers and duties. In addition to the jurisdiction, authority and duties that may be conferred upon the Zoning Administrator by other provisions of this chapter and general or special law, the zoning administrator has the following jurisdiction, powers and duties under this chapter:
 - a. Administrative adjustments. To review, hear, consider and approve or disapprove administrative adjustments.
 - b. Temporary use permit. To review, hear, consider and approve, approve with conditions or disapprove temporary use permits.
 - c. Minor deviations. To review, hear, consider and approve, approve with conditions or disapprove minor deviations for site plans.
 - d. Interpretations. To render interpretations of all provisions of this chapter, including interpretations of the text; interpretations of the zoning map boundaries; and determinations of whether an unspecified use falls within a use classification or use group allowed in a zone district.
 - e. Enforcement. To enforce the provisions of this chapter.

DRAFT 18 AUGUST 2025

ARTICLE 4 – ADMINISTRATION

BUCHANAN UDC

Buchanan, Michigan

- f. Administer chapter. To establish application requirements and schedules, to review and make recommendations to the City Commission, Planning Commission and Zoning Board of Appeals on all applications considered by those boards, and take any other actions necessary to administer the provisions of this chapter.
- g. Provide expertise and technical assistance. To provide expertise and technical assistance to the city commission, planning commission and zoning board of appeals.

D. Zoning Board of Appeals.

- 1. Powers and duties. The Zoning Board of Appeals has the following powers and duties under this chapter:
 - a. Variances. To review, hear, consider and approve, approve with conditions or disapprove variances.
 - b. Appeals of administrative decisions. To hear, review, consider, and affirm, modify or reverse any decision or interpretation of the zoning administrator.
- 2. Appeals. An appeal of a decision by the Zoning Board of Appeals must be filed with the Circuit Court within 30 days after the decision in writing, or within 21 days after the board approves the minutes of the meeting.

E. Design Review Committee.

- 1. Powers and duties. The design review Committee is the decision-making body for applications subject to downtown design standards unless the proposed work qualifies for administrative approval under [Sec. 71-36 H. Downtown applications](#).
- 2. The Design Review Committee meets on an as-needed basis when discretionary review is required.

Sec. 71-34 General provisions.

The general provisions of this article apply to all applications for development approval and procedures under this chapter, unless otherwise stated.

A. Authority to file applications. Applications may be submitted by the following entities:

- 1. Community development department. The authority of the community development department to file an application is limited to applications that may be required for activities or development on city-owned land.
- 2. Staff, city commission, or planning commission. The authority of the city commission or planning commission to file an application is limited to applications for text amendments or applications for zone map amendments.
- 3. Applicant is not owner. If the applicant is not the owner of the land, or is a contract purchaser of the land, a letter signed by the owner consenting to the submission of the application is required.
- 4. Applicant is owner. If the applicant is the owner of the land, a letter signed by the owner, including other owners, if applicable, or an association representing the owners consenting to or joining in the application is required.

B. Simultaneous processing of applications. Whenever two or more forms of review and approval are required, the applications for those approvals may be processed simultaneously.

C. Fees.

1. Determination of fees. The city commission will determine the fees to accompany all applications submitted under this chapter.
2. Fees to be paid. No application can be processed until the established fee has been paid.

D. Determination of Sufficiency.

1. Determination of sufficiency. Within seven days following receipt of the application, the Zoning Administrator will determine if the application is complete.
2. Determined insufficient. If the Zoning Administrator determines the application is not sufficient, a notice will be provided to the applicant specifying the deficiencies. If the applicant fails to correct the deficiencies within 60 days, the application will be considered withdrawn.

E. Scheduling of public hearing. When an application for development approval is subject to a public hearing, the zoning administrator will ensure that the public hearing is scheduled by the decision-making body reviewing the application.

F. Public Notification. All applications for development approval requiring public hearings must comply with the Michigan Statutes, [Table 71-U](#), and the other provisions of this section.

1. Content. All notices for public hearings must:

- a. Identify application. Identify the application and the name, address, and telephone number of the applicant or the applicant's agent.
- b. Date, time, and place of public hearing. Indicate the date, time and place of the public hearing.
- c. Location. Describe the land involved by street address or by legal description and nearest cross street, and area (size).
- d. Describe nature and scope of application. Describe the nature, scope, and purpose of the application.
- e. Notify public where they may be heard. Include a statement that the public may appear at the public hearing, be heard, and submit evidence and written comments with respect to the application.
- f. Written comments. Include a statement describing where written comments will be received prior to the public hearing.

2. Published notice. When the provisions of this chapter require that notice be published, the city is responsible for preparing the content of the notice and publishing the notice in a newspaper of general circulation that has been selected by the city, and paid for by the applicant.

3. Written notice.

- a. General. When this chapter requires that written notice be provided, the applicant is responsible for preparing and mailing the written notice. Notice will be mailed to:
 - i. All property owners and occupants of the land subject to the application.

ARTICLE 4 – ADMINISTRATION

BUCHANAN UDC

Buchanan, Michigan

- ii. All property owners, and occupants of structures within 300 feet of the boundary of the land subject to the application.
 - iii. All neighborhood organizations, public utility companies, railroads, and other persons who have requested to receive notice by mail.
 - iv. For appeals of administrative decisions or requests seeking an interpretation of this chapter not involving a specific parcel of property, notice under [Sec. 71-34 F 2](#) is sufficient.
 - v. Failure to give proper notice does not invalidate a proceeding unless mandated by state law.
- b. Notice by mail. Notice will be deemed given when deposited during normal business hours for delivery with the United States postal service or other private or public delivery service as first class or similar mail.
- G. Timing of notice. Unless otherwise provided in the Michigan statutes and laws or this chapter, notice will be provided as shown in [Table 71-U](#).

TABLE 71-U NOTICE TIMING		
Application	Notice Required	
	Written	Published
Text amendment		Planning commission: Not less than 15 days prior to public hearing
		City commission: not less than 15 days prior to public hearing
Zoning map amendment	Planning commission: not less than 15 days prior to public hearing	Planning commission: Not less than 15 days prior to public hearing
	City commission: reasonable time prior to public hearing	City commission: not less than 15 days prior to public hearing
Special use permit	Not less than 15 days prior to public hearing	
Variance		
Appeal		

- H. Registration to receive notice by mail.
- General. Any neighborhood organization, public utility company, railroad or any other person may register with the city clerk to receive written notice of all applications for development approval.
 - Requirements for eligibility. To be eligible for registration, the requesting party must provide the city clerk information in the form required to ensure notification can be made.
- I. Deferral of review of application.
- Submission of request. An applicant may request that consideration of an application at public hearing be deferred by submitting a written request for deferral to the zoning administrator.

BUCHANAN UDC**ARTICLE 4 – ADMINISTRATION**

Buchanan, Michigan

2. Zoning administrator review. The zoning administrator will consider deferral requests of less than 30 days, and grant the requests for good cause.
 3. Decision-making or advisory body review. The decision-making or advisory body reviewing the application will consider deferral requests of more than 30 days, or beyond the next regularly scheduled meeting of such body, and will grant the requests for good cause.
- J. Withdrawal of application.
1. Submission of application. Any request for withdrawal of an application will be submitted in writing to the zoning administrator.
 2. Prior to notice of public hearing. The zoning administrator will approve a request for withdrawal of an application if it has been submitted prior to the time of a public hearing or decision on the application.
- K. Review of applications by decision-making bodies.
1. Text amendments and zoning map amendments.
 - a. Review and recommendation by planning commission. After submission of an application for a text amendment or zoning map amendment, the planning commission will conduct a public hearing on the application. After the close of the public hearing, the planning commission will make a recommendation to the city commission recommending either to approve, approve with conditions, or disapprove the application.
 - b. Review and action by city commission.
 - i. After receipt of the recommendation from the planning commission, the city commission will conduct a public hearing on the application. After the close of the public hearing, the city commission will approve, approve with conditions, or disapprove the application based on the relevant review standards.
 - ii. If a valid protest petition is filed against a proposed amendment to the zoning map according to MCLA § 125.584(5), as amended, the approval request will not be approved except by a favorable vote of two-thirds of the city commission membership.
 - c. Notice of adoption. Notice of the adoption of an amendment to the text of this chapter or the zoning map will be published in a newspaper of general circulation within 15 days after the date of adoption according to MCLA § 125.584(7), as amended.
 2. Special use permit. After submission of an application for a special use permit, the planning commission will conduct a public hearing on the application. After the close of the public hearing, the planning commission will either approve, approve with conditions, or disapprove the application based on the relevant review standards.
 3. Variance. After submission of an application for a variance, the zoning board of appeals will conduct a public hearing on the application. After the close of the public hearing, the zoning board of appeals will either approve, approve with conditions, or disapprove the application based on the relevant review standards.
- L. Notification of decision. Notification of a decision on an application will be provided by the zoning administrator to the applicant within 14 days after the decision. A copy of the decision will also be made available to the public at the offices of the zoning administrator, during normal business hours.

DRAFT 18 AUGUST 2025

ARTICLE 4 – ADMINISTRATION

BUCHANAN UDC

Buchanan, Michigan

Sec. 71-35 Public hearing procedures.

All public hearings must comply with the following procedures.

A. Conduct of public hearing.

1. Burden of proof or persuasion. The burden of demonstrating that an application complies with applicable review and approval standards of this chapter is on the applicant.
2. Rights of all persons. Any person may appear at a public hearing and submit evidence, either individually or as a representative of a person or an organization.
3. Exclusion of testimony. The body conducting the public hearing may exclude testimony or evidence that it finds to be irrelevant, immaterial, or unduly repetitious.
4. Offers of testimony. In the event any testimony or evidence is excluded, the person offering such testimony or evidence will have an opportunity at that meeting to offer the testimony or evidence for the record.
5. Continuance of public hearing.
 - a. General. The body conducting the public hearing may continue the public hearing to a fixed date, time and place. An applicant has the right to request and be granted one continuance; however, all subsequent continuances are granted at the discretion of the body conducting the public hearing only upon good cause shown.
 - b. Notice. A public hearing for which proper notice was given may be continued to a later date without again complying with the notice requirements, provided that the continuance is set for a date within 30 days, or to the next regularly scheduled meeting, and the date and time of the continued hearing is announced at the time of the continuance.
6. Time. Action must be taken as promptly as possible in consideration of the interests of the applicant, the citizens of the city and the city.

Sec. 71-36 Specific standards for development approval.

- A. General. [Table 71-V](#) summarizes the development review procedures for all types of applications.

TABLE 71-V DEVELOPMENT REVIEW PROCEDURES						
Procedure	Authority					Notices
	Staff	PC	ZBA	CC	DRC	
Text amendments	R	[R]		[DM]		N
Zoning map amendment	R	[R]		[DM]		W, N
Special use permit	R	[DM]				W, N
Variance	R		[DM]			W
Appeals of administrative decision			[DM]			W
Administrative adjustments	DM		[A]			
Site plan review	DM					
Sign permit	DM		[A]			
Temporary use permit	DM		[A]			
Certificate of zoning compliance	DM					
Downtown application	R				DM	
Interpretations	DM		[A]			

BUCHANAN UDC

ARTICLE 4 – ADMINISTRATION

Buchanan, Michigan

TABLE 71-V DEVELOPMENT REVIEW PROCEDURES

Procedure	Authority					Notices
	Staff	PC	ZBA	CC	DRC	

Key

Planning Commission	PC
Zoning Board of Appeals	ZBA
City Commission	CC
Design Review Committee	DRC
Review & Recommendations	R
Decision Making Body	DM
Appellate Body	A
Public Hearing Required	[]
Published Notice	N
Written Notice	W

B. Amendments to text or zoning map.

1. **Authority.** The city commission may adopt an ordinance amending the text of this chapter or amending the zoning map.
2. **Standards.** The advisability of amending the text of this chapter or making an amendment to the zoning map is a matter committed to the legislative discretion of the city commission. In determining whether to adopt or disapprove the proposed amendment, the city commission must consider the following factors:
 - a. Consistent with master plan and vision plan. Whether and the extent to which the proposed amendment is consistent with the master plan and the vision plan.
 - b. Changed conditions. Whether and the extent to which there are changed conditions that require an amendment.
 - c. Community need. Whether and the extent to which the proposed amendment addresses a demonstrated community need.
 - d. Compatible with surrounding uses. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zone district for the land, or the proposed amendment to the text of this chapter will maintain or improve compatibility among uses and will ensure efficient development within the City.
 - e. Development patterns. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

C. Special use permit.

1. **Purpose.** Special uses are uses that may have a greater propensity to adversely affect surrounding uses and require special review of their location, design, configuration, and intensity to ensure compatibility, public facility adequacy, natural resource protection, and the public health, safety and welfare of the residents of the city.

DRAFT 18 AUGUST 2025

ARTICLE 4 – ADMINISTRATION

BUCHANAN UDC

Buchanan, Michigan

2. Authorization.
 - a. General. The planning commission will review, consider and approve, approve with conditions or disapprove special use permits.
 - b. Uses authorized. Only those uses authorized as special uses in [Table 71-J](#), may be approved as special uses. The designation of a special use in [Table 71-J](#), does not constitute an authorization that the use will be approved.
3. Standards. The planning commission will approve a special use permit if it finds all of the following are met:
 - a. Compatibility. The proposed special use is appropriate for its proposed location and compatible with the surrounding land uses.
 - b. Location and design. The location and design of the proposed special use minimizes adverse effects, including visual impact of the proposed use on adjacent lands by:
 - i. Avoiding significant adverse impact on surrounding lands regarding service delivery, parking and loading, odors, noise, glare, and vibration, and does not create a nuisance;
 - ii. Retaining, to the greatest extent possible, the natural features of the landscape where they provide a barrier or buffer between the proposed special use and adjoining lands;
 - iii. Locating buildings, structures, and entry ways to minimize impact; and
 - iv. Providing appropriate screening, fencing, landscaping, and setbacks.
 - c. Minimizes environmental impact. The proposed special use minimizes environmental impacts, and conforms to all relevant environmental protection standards of this chapter, or any other state or federal laws.
 - d. Road ingress and egress. The proposed special use is designed to ensure safe ingress and egress onto the site and safe road conditions around the site.
 - e. Impact on other public facilities. There are adequate potable water, wastewater, solid waste, park, police, and fire/EMS facilities to serve the proposed special use.
 - f. Other standards of this chapter. The proposed special use complies with all applicable provisions of this chapter.
4. Conditions of approval. The planning commission may impose conditions on approval of the proposed use as it determines are required to prevent or minimize adverse effects from the proposed use and development on surrounding lands.
5. Recording. The planning commission may require the applicant to record the special use permit with the County Register of Deeds. The special use permit is binding upon the landowners, their successors and assigns.
6. Expiration. Unless otherwise specified in the special use permit, an application for a construction permit must be applied for and approved within two years of the date of the approval of the special use permit or the special use permit is invalid. Permitted time frames do not change with successive owners.

BUCHANAN UDC**ARTICLE 4 – ADMINISTRATION**

Buchanan, Michigan

7. Extension. Upon written request, one extension of one year may be granted by the planning commission for good cause.

D. Variances**1. Purpose**

- a. General. There are two types of variances allowed under the terms of this chapter: dimensional variances and use variances.
 - b. Dimensional variances. Dimensional variances are deviations from the height, setback, yard, lot coverage, parking, landscaping and signage standards of this chapter, when special conditions make the literal enforcement of the provisions of this Ordinance result in peculiar difficulties to the owners of the land, and the deviation would not be contrary to the public interest.
 - c. Use variances. Use variances are variations from the schedule of permitted uses in a zone district when unnecessary hardship uniquely associated with the property, this chapter unreasonably restricts the property owner's access to permitted uses.
2. Authority. The zoning board of appeals is authorized to review and approve, approve with conditions or disapprove an application for a variance.
 3. Standards.

- a. Dimensional variance. The zoning board of appeals will approve a dimensional variance on finding there is evidence that all of the following standards are met:
 - i. There are special circumstances that are peculiar to the property for which the variance is sought, that is not applicable to other land in the same zone district.
 - ii. The special circumstances are not the result of the actions of the applicant or titleholder of the land.
 - iii. The literal interpretation of the terms and provisions of this chapter would deprive the applicant of rights commonly enjoyed by other land in the same zone district.
 - iv. The variance will not adversely affect adjacent land in a material way.
 - v. The variance is generally consistent with the purposes and intent of this chapter.
- b. Use variance. The zoning board of appeals will approve a use variance on a finding there is evidence that all of the following standards are met:
 - i. The literal interpretation of the terms and provisions of this chapter would deprive the applicant from using the property for a permitted use which is a right commonly enjoyed by other land in the same zone district.
 - ii. There is unnecessary hardship based on special circumstances that are peculiar to the property for which the variance is sought that is not applicable to other land or structures in the same zone district.
 - iii. The special circumstances are not the result of the actions of the applicant.

DRAFT 18 AUGUST 2025

ARTICLE 4 – ADMINISTRATION**BUCHANAN UDC**

Buchanan, Michigan

- iv. The variance will not adversely affect adjacent land in a material way.
 - v. The variance will be generally consistent with the purposes and intent of this chapter.
 - c. Conditions of approval. The zoning board of appeals may impose conditions on the proposed use as necessary to ensure compliance with the standards in this section.
 - d. Recording. The zoning board of appeals may require the applicant to record the variance with the County Register of Deeds. The variance is binding upon the landowners, their successors and assigns.
 - e. Expiration. Unless specified in the variance, an application for a construction permit must be applied for and approved within one year of the date of the approval of the variance, otherwise the variance becomes invalid. Permitted time frames do not change with successive owners.
 - f. Extension. Upon written request, one extension of six months may be granted by the zoning board of appeals for good cause.
- E. Appeals of administrative decisions.
- 1. Authorization. Any person effected by any decision made by the zoning administrator may appeal the decision to the zoning board of appeals.
 - 2. Procedure.
 - a. Initiation of appeal. An appeal must be initiated by filing within 30 days of the date of the decision.
 - b. Contents of appeal. The written appeal of the administrative decision must include a statement of the error, the date of that decision, and all materials related to the decision. A nonrefundable filing fee as set by resolution of the city commission must also be submitted.
 - c. Scheduling of notice and hearing. The zoning administrator will schedule a hearing at the next regularly scheduled zoning board of appeals meeting.
 - d. Action by zoning board of appeals. At the hearing on the appeal, the appellant must state the grounds for the appeal and identify any materials or evidence from the record to support the appeal. The zoning administrator will be given an opportunity to respond. After the conclusion of the hearing, the zoning board of appeals will affirm, partly affirm, modify, or reverse the decision.
 - 3. Standards. A decision will not be reversed or modified unless there is substantial evidence in the record that the decision fails to comply with either the procedural or substantive requirements of this chapter, state law, or the federal or state constitutions.
 - 4. Conditions. The zoning board of appeals may impose conditions upon an affirmative decision to ensure the requirements and purposes of this chapter are followed.
- F. Administrative adjustments.
- 1. General. This section sets out the procedures and standards for administrative adjustments, which are modifications of 10% or less of any numeric dimensional standard of this chapter.

BUCHANAN UDC**ARTICLE 4 – ADMINISTRATION**

Buchanan, Michigan

2. Procedure.
 - a. Action by the zoning administrator. Within 30 days after the application is determined sufficient, the zoning administrator will review the application and approve, approve with conditions, or disapprove the administrative adjustment.
 3. Standards. The zoning administrator may approve an administrative adjustment upon a finding that all of the following standards are met:
 - a. General. The requested adjustment eliminates an unnecessary inconvenience to the applicant, is consistent with the character of development in the surrounding area and will not result in incompatible land uses;
 - b. Mitigates adverse impacts. Any adverse impacts resulting from the administrative adjustment will be mitigated to the maximum extent feasible; and
 - c. Technical nature. The administrative adjustment is of a technical nature and is required to compensate for some unusual aspect of the site or the proposed development that is not shared by landowners in general.
 4. Conditions of approval. The zoning administrator may impose restrictions and conditions on an approval as are determined are required to ensure compliance with the general goals, objectives, and policies of this chapter.
- G. Site plans.
1. Applicability. Unless exempted according to subsection §2 below, prior to the development of any structure, any change of an existing use of land, the expansion or conversion of any use or structure, or any other development activity, a site plan must be approved according to this section.
 2. Exemptions. The following are exempted from the requirements of this section:
 - a. One- or two-family dwelling. The development or expansion of a one-family or two-family dwelling unit.
 - b. Internal construction. The internal construction or change in the floor area of a structure that does not increase gross floor area on a site that meets all development and site design standards of this Ordinance.
 - c. Site clearing within area less than 1/2 acre. Grading, excavation, filling, soil removal, creation of ponds or clearing of trees within an area of less than 1/2 acre in size.
 - d. Temporary uses. Temporary uses.
 - e. Minor development or expansion. Expansion or new structures up to and including 250 square feet in area.
 3. Overview. Development for which a site plan is required is subject to one of two processes: sketch plan review or full site plan review.

DRAFT 18 AUGUST 2025

ARTICLE 4 – ADMINISTRATION

BUCHANAN UDC

Buchanan, Michigan

- a. Sketch plan review. Sketch plan review is required for smaller sized development and development with less impact. It requires review and approval, approval with conditions or disapproval by the zoning administrator.
 - b. Full site plan review. Full site plan review is required of larger sized development, and development with potentially greater impacts. It requires review and approval, approval with conditions or disapproval of a preliminary site plan and then a final site plan by the zoning administrator. The applicant may consolidate review of the preliminary site plan and final site plan. The preliminary site plan presents the proposed development concept with sufficient information to enable staff to determine if the concept complies with this chapter. The final site plan requires submission of detailed information about the proposed development with exact dimensions, representing a firm commitment about development of the site.
4. Thresholds for plan review. The thresholds for which type of development is subject to sketch plan review or full site plan review are shown in [Table 71-W](#).

TABLE 71-W PLAN REVIEW THRESHOLDS

Development	Required Review	
	Sketch Plan	Full Site Plan
New residential development		
Residential development, unless exempted		■
Residential care facilities (state licensed) that are permitted uses	■	
Residential care facilities (state licensed) that require special use permit		■
New non-residential or mixed-use development		
Construction of new building or structure		■
Development requiring special use permit		■
Erection of communication antenna on existing facility	■	
Erection of communication structure or towers		■
Public service buildings and storage areas		■
Expansion		
An increase in the floor area up to 1,500 square feet or 10% of the existing floor area, whichever is less	■	
An increase in the building floor area greater than that specified above		■
An increase in parking or loading area over 10% or 6,000 square feet of pavement area, whichever is less	■	
Other types of development		
A change in elevation of a downtown building		■
Architectural changes to a multiple-family residential structure (more than three units) or a nonresidential structure (only an elevation plan describing changes and construction materials is required if no changes to the use of the site are proposed)	■	
Grading, excavation, filling, soil removal, creation of ponds or clearing of trees of one-half acre or more	■	
Home occupations	■	

5. Procedure. The planning commission is responsible for approval of all site plans. However the planning commission will delegate authority to approve site plans to the zoning administrator, or to the design review committee for downtown lots.
 - a. Sketch plan review. Sketch plan review will follow the following procedure:
 - i. Initial review. The zoning administrator will review the application and prepare a written staff report on whether the application complies with this chapter.
 - ii. Plan does not comply. If the staff report identifies changes that need to be made to the sketch plan to ensure it complies this chapter, the applicant must submit a modified sketch plan addressing the required changes.
 - iii. Action after resubmittal. The zoning administrator will review the sketch plan after its resubmittal, and approve, approve with conditions or disapprove the application. If the sketch plan is not resubmitted within 60 days of the date of the staff report, the application will be considered withdrawn.
 - b. Full site plan review. A preliminary site plan review is optional at the discretion of the applicant.
 - i. The preliminary site plan review follows the requirements of subsection §a above.
 - ii. The procedure for the review of a final site plan is the same as the procedure for a preliminary site plan. The final site plan must be in substantial conformance with the preliminary site plan.
6. Standards. A site plan will be approved upon a finding that:
 - a. Uses. The uses in the site plan comply with Table 71-J.
 - b. Downtown design standards. The development proposed in a site plan located within downtown conforms to all applicable design and development standards.
 - c. Preservation of historic resources. The site plan demonstrates judicious effort to preserve and protect historic resources to the greatest extent reasonable, and the site plan meets all federal, state, and local regulations pertaining to historic resources.
 - d. Open space. Open space is distributed and conveniently located physically with respect to the overall development, will be accessible to all residents of the development and is located to meet the needs of the residents or occupants.
 - e. Preservation of natural features. The site plan demonstrates judicious effort to preserve the integrity of the land, existing topography, natural features (i.e., slopes, woodlands, etc.) and natural drainage patterns.
 - f. Landscaping and screening. Proposed landscaping complies with the standards of Sec. 71-28, and all other applicable landscaping and screening requirements of the city. The amount, type, and minimum size of landscaping must be identified in a plant list with appropriate labeling on the landscaping plan.

ARTICLE 4 – ADMINISTRATION

BUCHANAN UDC

Buchanan, Michigan

- g. Stormwater management. Stormwater management is consistent with all federal, state and city regulations. The development will not substantially reduce the natural retention storage capacity of any watercourse, increase the potential for flooding, or increase the stormwater runoff from the site.
- h. Traffic impacts. The site plan is designed so the location and design of driveways are safe in relation to streets giving access to the site and in relation to pedestrian traffic.
- i. Parking and loading spaces. The number and dimensions of off-street parking and loading/unloading spaces, and the design of parking and loading areas, comply with the requirements of [Sec. 71-27](#).
- j. Signs. Signage proposed in the site plan complies with [Sec. 71-30](#).
- k. Utilities. The site plan provides adequate utility services. All new utility distribution lines (public or private) must be placed underground, when feasible. Proposed utilities must be approved by the city engineer.
- l. Site development standards. The development proposed in the site plan and its general layout and design comply with all appropriate standards in [Article III. Zoning](#).
7. Conditions of approval. The zoning administrator may impose conditions on the approval as is required to ensure compliance with the standards of this section.
8. Engineering plans. Subsequent to sketch plan or final site plan approval, and before any construction proceeds, complete engineering plans and specifications for construction of storm sewers and drains, sanitary sewers, water mains, driveways, roads and parking area improvements, all conforming to city standards, must be submitted for review and approval by the city.
9. Modification of plan during construction. It is the responsibility of the applicant to notify the city if changes to the sketch plan or final site plan are made during construction. They are subject to review and approval, approval with conditions or disapproval by the zoning administrator.
- H. Downtown applications.
1. Applicability.
- a. This subsection applies to all proposed exterior work in the D Downtown District subject to the Downtown Design Standards, including new construction, façade alterations, cosmetic upgrades, and signage.
2. Administrative approvals. The community development director may approve proposed work when all of the following criteria are met:
- a. The work does not involve the addition or removal of architectural features that define the character of the building, including but not limited to cornices, transoms, storefront configurations, or decorative masonry.
- b. The work is consistent with the City of Buchanan Downtown Design Standards, including any applicable design guidance or previously issued staff interpretations.

BUCHANAN UDC**ARTICLE 4 – ADMINISTRATION**

Buchanan, Michigan

- c. The work is located on a non-primary façade or is minimally visible from the public right-of-way, unless the proposed materials and design match the existing conditions.
 - d. The work is limited to repainting, signage, awning replacement, lighting, window or door replacement of the same size and material, or similar minor treatments.
 - e. The proposal does not require interpretation of discretionary design guidance or involve requests for exceptions to adopted standards.
- 3. DRC referral. The community development director may refer any application to the DRC when the proposed work is unusual, precedent-setting, or potentially inconsistent with the Downtown Design Standards.
- 4. Effect of noncompliance. Proposals determined not to comply with Downtown Design Standards may not proceed until amended to achieve compliance and receive approval from the appropriate review authority.
- I. Sign permit.
 - 1. Procedure.
 - a. Action. After the application is determined sufficient, the zoning administrator will review the application and determine if the application complies with the standards in [Sec. 71-30](#).
 - b. Approval. If the zoning administrator finds that the application complies, the zoning administrator will approve the sign permit.
 - c. Fails to comply.
 - i. If the Zoning Administrator determines the application fails to comply, the applicant will be provided comments explaining why the application fails to comply, and an opportunity to submit a revised application. A revised application will be reviewed and approved, approved with conditions or disapproved, based on the standards in [Sec. 71-30](#).
 - ii. If the application is not resubmitted within 30 days, the application will be considered withdrawn.
- J. Temporary use permit.
 - 1. Applicability. The provisions of this section shall apply to all proposed temporary uses identified in [Table 71-J](#), unless otherwise exempted.
 - 2. Procedure.
 - a. Action. Within 10 days after the application is determined sufficient, the Zoning Administrator will review the application and approve, approve with conditions or disapprove the application for temporary use permit based on the relevant standards.
 - b. Permit issued. All approved applications will be issued a temporary use permit authorizing the establishment of the approved temporary use.

DRAFT 18 AUGUST 2025

ARTICLE 4 – ADMINISTRATION

BUCHANAN UDC

Buchanan, Michigan

K. Right-of-way use permit.

1. **Applicability.** The provisions of this section shall apply to all proposed temporary uses identified in [Sec. 71-17 F 3](#).
2. **Procedure.**
 - a. **Action.** Within 10 days after the application is determined sufficient, the zoning administrator will review the application and approve, approve with conditions or disapprove the application for temporary use permit based on the relevant standards.
 - b. **Permit issued.** All approved applications will be issued a right-of-way use permit authorizing the establishment of the approved use.

L. Approval of zoning compliance.

1. **Purpose.** An approval of zoning compliance is required in order to ensure that proposed development complies with the standards of this chapter, and to otherwise protect the public health, safety, and welfare of the citizens of the city.
2. **Applicability.** An approval of zoning compliance is required prior to approval of all construction permits that require zoning compliance.
3. **Procedure.**
 - a. **Receipt of construction permit application.** After receipt of an application for a construction permit, the building official will forward the construction permit application to the zoning administrator for review.
 - b. **Action.** After receipt of a construction permit application, the zoning administrator will review the application and approve or disapprove based on the standards of this chapter. If the application is approved, an approval of zoning compliance shall be issued.

M. Interpretations.

1. **Authority.** Interpretations to this chapter are made by the zoning administrator, including: interpretations of the text of this chapter; interpretations of the zone district boundaries; and interpretations of whether an unspecified use falls within a use classification or use group allowed in a zone district.
2. **Procedure.**
 - a. **Submission of request for interpretation.** Before a written interpretation will be provided by the zoning administrator, a request for interpretation must be submitted to the zoning administrator in writing in a form.
 - b. **Rendering of interpretation.** Within 30 days after the request for interpretation has been submitted, the zoning administrator will review and evaluate the request in light of the master plan, this chapter, the zoning map, and other relevant codes and statutes, and then render an interpretation.
 - c. **Form.** The interpretation will be in writing and sent to the applicant by mail within seven days after the interpretation is made by the zoning administrator.

BUCHANAN UDC**ARTICLE 4 – ADMINISTRATION**

Buchanan, Michigan

3. Appeal. Any person aggrieved by a written interpretation from the community development director may appeal the interpretation to the zoning board of appeals, by filing a written appeal of the administrative determination.

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DRAFT 18 AUGUST 2025

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BUCHANAN UDC

ARTICLE 5 – DEFINITIONS

Buchanan, Michigan

ARTICLE V. DEFINITIONS

This Section provides definitions for terms in this chapter that are technical in nature or that may not reflect a common usage of the term.

Accessory Building: a structure which is on the same parcel of property as a principal structure and the use is incidental to the use of the principal structure. For example a residential structure may have a detached garage, storage shed, or guest house.

Accessory Dwelling Unit (ADU): an accessory dwelling unit not greater than 600 square feet, sharing ownership and utility connections with a principal building; it may be within an outbuilding or within the principal building. (Syn: ancillary unit)

Accessory Use: A supplemental use on the same lot with, and where the use is of a nature which is customarily incidental and subordinate to, the principal use; such as a home occupation or guest house in a residential district.

Adult Entertainment: Any adult retail, entertainment, or services which presents material, exhibition, or services depicting sexual activities or explicit anatomical areas.

Adult Foster Care Facility: Residence for the adult population in a private home with a design capacity of six or fewer residents (not including staff) that provides lodging, meals, and care. Adult foster care facilities does not include licensed homes for the aged, nursing homes, or mental hospitals.

Alley: an access easement, designated to be a secondary means of vehicular access to the rear or side of properties; an *Alley* may connect to a vehicular driveway located to the rear of lots providing access to outbuildings, service areas and parking, and containing utility easements.

Attic: the interior part of a building contained within a pitched roof structure.

Block: the aggregate of private lots, civic zones, passages, alleys and rear lanes, circumscribed by streets.

Building Height: the vertical extent of a building measured in stories.

City: The City of Buchanan, Berrien County, Michigan

Civic: the term defining not-for-profit organizations dedicated to arts, culture, education, recreation, government, municipal government, and transit.

Civic Space: an outdoor area permanently dedicated for public use, operated by a civic organization.

Child Care: Child care as regulated by the Michigan Department of Family Independence Services. The licensed care of twelve or less, children is exempt for the terms of this ordinance and is allowable in any residential dwelling unit.

Commercial: the term collectively defining workplace, office, retail, service, and lodging functions.

Corner Lot: a lot or parcel of land abutting two (2) or more streets at their intersection, or two (2) parts of the same street forming an interior angle of less than one hundred thirty-five (135) degrees.

Common Entry: a facade that provides a single collective entry to a lobby at the primary building entrance. This type is common to residential and office uses.

Curb: the edge of the vehicular pavement that may be raised, usually incorporates the drainage system.

Density: the number of housing units within a standard measure of land area.

Driveway: a vehicular lane within a lot, often leading to a garage.

Elevation: an exterior wall of a building not along a lot line. See facade.

Encroach: to break the plane of a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public right-of-way, or above a height limit.

Encroachment: any structural element that encroaches.

Event: A circumstance that requires signage, held for a specific duration. Events may include a wide range of situations including sales, races, festivals, political races, construction, and many other occasions.

DRAFT 18 AUGUST 2025

ARTICLE 5 – DEFINITIONS

BUCHANAN UDC

Buchanan, Michigan

Exception: a ruling that would permit a practice that is not consistent with a specific provision of this Section but is justified by its Intent.

Facade: the exterior wall of a building that faces the street.

Facade Plan: an illustration showing a facade, including architectural details, materials, colors, and dimensions.

Fence: a permeable metal or wooden wall, independent of a building.

Front Setback: the distance from the lot line to the point where a building may be constructed. This area must be maintained clear of permanent structures with the exception of encroachments.

Frontage: the area between a building facade and the vehicular lanes, inclusive of its built and planted components.

Frontage, Primary: corner lots have two frontages. The primary frontage faces the street of the property address.

Frontage, Secondary: the frontage facing the non-addressed street on a corner.

Frontage Line: a lot line bordering a public frontage.

Group homes: Group homes may be provided for children or adults as defined below:

Foster family group home: a private home in which up to six minor children, who are not related to an adult member of the household by blood or marriage and who are not placed in the household according to the Michigan Adoption Code, Chapter X of the Probate Code of 1939, 1939 PA 288, MCLA § 710.21 to 710.70, are provided care for 24 hours a day, unattended by a parent or legal guardian.

Adult group home: a facility that provides short-term, in patient care, treatment, or rehabilitation services for up to six persons who do not require continued hospitalization but do require medical treatment. This use does not include facilities meeting the definition of a “hospital” or “nursing/convalescent home.”

Height: see building height.

Home Occupation: commercial enterprises permitted under Sec. 71-24.

Industrial: the function associated with a business or activity involving production, manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities, and other business serving primarily industrial needs.

Live-Work: a mixed-use unit consisting of a commercial and residential function. The commercial function may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the commercial activity or industry.

Lodging: a land use that provides sleeping accommodations to temporary guests, whether in a whole building, a dwelling, or a portion of a dwelling, with or without meals or services. Occupancy is transient. Lodging includes hotels, inns, bed and breakfasts, tourist homes, and similar establishments. Lodging is not a residential use.

Lot: a parcel of land accommodating a building or buildings under single ownership.

Lot Coverage: the percentage of a lot that is covered by buildings and other roofed structures.

Lot Line: the boundary that legally and geometrically demarcates a lot.

Lot Width: the length of the principal frontage line of a lot.

Marijuana Cultivation, Manufacturing and Processing: any use or facility, indoors or outdoors, which involves the cultivation, processing, handling, storage, transportation (including direct delivery) or manufacturing of marijuana, marijuana derived, or marijuana infused products.

Marijuana Testing and Research: any use which involves the handling, storage, transporting, and manipulation of marijuana or marijuana derived products for purposes of testing or research.

MCLA: Michigan Compiled Laws Annotated.

Mobile Home: a structure, transportable in one or more section, which is built on a chassis and designed to

DRAFT 18 AUGUST 2025

BUCHANAN UDC

ARTICLE 5 – DEFINITIONS

Buchanan, Michigan

be used as a dwelling without permanent foundation and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure. Mobile home does not include a recreational vehicle.

Mobile Home Park: a parcel of land under the control of a person upon which contains three (3) or more mobile homes developed in according to the specification in P.A. 96 of 1987, as amended and approved by the Michigan Mobile Home Park Commission.

Outdoor Marijuana Cultivation: any use or facility which involves the storage, processing, transportation and outdoor cultivation of marijuana, including but not limited to open air, hot house, or cold frame greenhouse production, which is not (a) for personal use or (b) conducted by a licensed caregiver, in amounts not to exceed the state imposed limits for individuals or caregivers.

Recreational Marijuana Retail: any use which involves the sale and/or consumption of marijuana, marijuana derived, marijuana infused, or marijuana related products and services to adults 21 years of age and older.

Manufacturing: premises available for the creation, assemblage, and repair of artifacts, using table-mounted electrical machinery or artisanal equipment, and including their retail sale.

Mixed-use: multiple functions within the same building through superimposition or adjacency, or in multiple buildings by adjacency, or at a proximity determined by warrant.

Net Lot Area: the area of a lot within the lot lines, excluding any portions of street rights-of-way or other required dedications.

Nonconforming: a use, building, or lot conflicting with the provisions of this chapter at the time of its enactment.

Office: premises available for the transaction of general business but excluding retail, artisanal, and manufacturing uses.

Open Space: land intended to remain undeveloped; it may be for civic space.

Park: a civic space type that is a natural preserve available for unstructured recreation.

Parking Lane: a vehicular lane designated and used for parking motor vehicles.

Planning Commission: the City Plan Commission of the City of Buchanan, Berrien County, Michigan

Planter: the element of the right-of-way which accommodates street trees, whether continuous or individual.

Porch: an open air room appended to a building, with floor and roof but no walls on the sides facing streets.

Principal Building: the main building on a lot, usually located toward the primary frontage.

Principal Entrance: the main point of access for pedestrians into a building.

Rear Setback: the distance from the rear lot line to the point where a building may be constructed. This area must be maintained clear of permanent structures with the exception of encroachments.

Regulating Plan: a zoning map or set of maps that show the transect zones, civic zones, special districts, special requirements, and street assignments of areas subject to, or potentially subject to, regulation by this Section.

Residential: dwellings occupied on a nontransient basis for living, sleeping, and housekeeping. Any offer of transient sleeping accommodations for consideration is classified as lodging. This chapter regulates residential use by the number of dwelling units per lot.

Retail: characterizing premises available for the sale of merchandise and food service.

Setback: the area of a lot measured from the lot line to a building facade or elevation that is maintained clear of permanent structures, with the exception of encroachments. (Syn: build-to-line.)

Shared parking: When land uses have different parking demand patterns and are able to use the same parking spaces/areas throughout the day, the parking may serve multiple uses. Shared parking is most effective when these land uses have significantly different peak parking characteristics that vary by time of day, day of week, and/or season of the year. In these situations, shared parking strategies will result in fewer total parking spaces needed when compared to the total number of spaces needed for each land use or business separately.

Shopfront: a private facade conventional for retail use with substantial glazing wherein the facade is aligned close to the lot line with the building entrance at sidewalk grade.

DRAFT 18 AUGUST 2025

ARTICLE 5 – DEFINITIONS

BUCHANAN UDC

Buchanan, Michigan

Sidewalk: the paved section of the public right-of-way dedicated exclusively to pedestrian activity. (Syn: walkway)

Signs: A devise, structure, fixture, or placard using graphics, symbols, and/or written copy designed specifically for the purpose of advertising or identifying an establishment, product, service or activity. Multiple types of signs exist and are defined below:

Awning or canopy: a fixed or movable shading structure, cantilevered or otherwise entirely supported from a building, used to protect outdoor spaces from sun, rain, and other natural conditions. Awnings are typically used to cover outdoor seating for restaurants and cafes.

Flag: Any fabric, banner or bunting containing distinctive color, letters or symbols.

Freestanding sign: aA temporary or permanent sign erected by the City of Buchanan, Berrien County, or the state or federal government, including temporary signs as necessary in conjunction with the improvement of public infrastructure.

Inflatable sign: a sign composed of an inflatable, nonporous bag, and exceeding 20 cubic feet.

Marquee: a permanent structure constructed of rigid materials that projects from the exterior wall of a building.

Marquee sign: a sign affixed flat against the surface of a marquee.

Mural: a design or representation painted or drawn on a wall.

Off-premises sign: a freestanding sign owned by a person, corporation or other entity that engages in the business of selling or donating the display space on that sign, commonly referred to as a billboard.

Permanent sign: a sign that has a permanent location on the ground or which is painted on or attached to a structure having a permanent location and which meets the structural requirements for signs as established in the building code.

Projecting sign: a double-faced sign attached to and not parallel with a building or wall.

Reader board: a portion of a sign on which copy can be changed periodically, either manually or electronically.

Temporary sign: a sign intended for a limited period of display, including all portable signs, banners, and/or balloon signs.

Wall sign: asingle faced sign painted or attached directly to and parallel to the exterior wall of a building.

Window sign: a sign placed on the inside of a window and intended to be viewed from the outside.

Site Plan: an illustration containing information that is needed for the submission, review and approval of a zoning matter, see Sec. 71-36 G.

Stoop: a private facade wherein the facade is aligned close to the lot line with the first story elevated from the sidewalk for privacy, with an exterior stair and landing at the entrance.

Story: a habitable level within a building by which height is measured, excluding an attic or raised basement.

Street Network: an interconnected network of vehicular, pedestrian and bicycle mobility.

Streetscreen: a freestanding wall built along the lot line, or coplanar with a facade. (Syn: streetwall)

Substantial Modification: alteration to a building that is valued at more than 50% of the replacement cost of the entire building, if new.

Walkway: the portion of the street dedicated exclusively to pedestrian activity. The walkway includes sidewalks and the planting areas of the streetscape.(Syn. Sidewalk)

Zoning Compliance Permit: a written statement issued by the community development director or their designee addressing compliance with the terms of this chapter whether issued as an individual permit or as part of a building permit according to the Michigan Construction Code.

DRAFT 18 AUGUST 2025

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**CITY OF BUCHANAN, COUNTY OF BERRIEN
STATE OF MICHIGAN
ORDINANCE 2025.12/445**

**AN ORDINANCE TO AMEND THE CITY OF BUCHANAN,
MICHIGAN CODE OF ORDINANCES CHAPTER 34, ELECTIONS
ARTICLE 11. EVEN YEAR ELECTIONS, SECTION 34-29. FILING
OF NOMINATING PETITIONS**

THE CITY OF BUCHANAN ORDAINS:

Sec. 34-29. - Filing of Nominating Petitions.

Notwithstanding the provision of Chapter 3, Section 3.9, of the Charter, and pursuant to the authority of the city commission and pursuant to state statute, nomination petitions shall be filed with the clerk no later than 4:00 p.m. on the fifteenth Tuesday before the August primary election.

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 2025, AND IT WAS PUBLISHED IN THE BERRIEN COUNTY RECORD NEWSPAPER ON THE 22ND DAY OF MAY 2025

BY

Mark Weedon, Mayor

Kalla Langston, City Clerk

CERTIFICATION, I hereby certify that the above is a true and complete copy of an ordinance adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a regular meeting held on 12 day of May, 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

Memorandum



Date: November 5, 2025
To: Buchanan City Commission
From: City Manager Tony McGhee
Subject: **Approval to Issue RFP for the Sale and Development of City Lots**

Background

Over the past several years, the City has assembled a package of lots in the Northside of the community for the purposes of redevelopment. At this time, the City has assembled the following twelve (12) lots for redevelopment.

- 405 Elizabeth Street
- 411 Elizabeth Street
- 416 Bluff Street
- 418 Bluff Street
- 420 Elizabeth Street
- 314 Arctic Street
- 503 Arctic Street
- 418 Fulton Street
- 724 W Roe Street
- 907 Victory Street
- 1104 Victory Street
- 1106 Victory Street

At this time, the staff would like to begin the process of seeking proposals from qualified developers for the purchase and development of the subject lots. The intent of the RFP will be to encourage quality residential development that aligns with the City's goals, including the timely development of lots and the inclusion of workforce housing opportunities.

Developers will be able submit proposals for individual lots, a portion of the lots, or for the entire set. The City reserves the right to award sales to one or multiple proposers, based on the proposals that best meet the City's objectives.

The overarching terms proposed sale terms in the RFP will include:

- Asking Price: \$5,000 per lot.
- Transaction Costs: The developer is responsible for all transaction costs associated with the sale.
- Closing: To be scheduled upon mutual agreement of the parties.
- Terms are negotiable if the developer proposes and aggressive buildout schedule and commitment to workforce housing.

Memorandum

To ensure the timely use of the property and advancement of the City's housing goals, the following conditions will be included in the sale agreement(s):

1. Minimum Development Timeline (Clawback Provision):
 - Construction must begin on at least three (3) lots within one (1) year of closing.
 - Construction must begin on all lots purchased within thirty-six (36) months of closing.
 - Failure to meet these requirements may result in the City reclaiming ownership of the undeveloped lots at the original sale price.
2. Workforce Housing Set-Aside:
 - Proposals that include a commitment to set aside a portion of the lots for workforce housing (affordable to households earning between 60%–120% of Area Median Income) will receive additional consideration.
3. Development Pace:
 - While the minimum timeline is outlined above, proposals that demonstrate a commitment to a faster pace of construction will be viewed favorably.

Recommendation

Staff recommends that the City Commission begin the process of allowing for the sale of these lots by scheduling a public hearing to approve their disposition and the RFP process to begin.

Attachment A: Map with location of City owned lots

Attachment A





Memorandum



Date: November 5, 2025

To: Buchanan City Commission

From: Tony McGhee

Subject: Amendments to Restrictive Covenants on Former Clark Property

Background

Restrictive covenants are legally binding conditions placed on a property's deed that limit or guide how the property can be used in the future. In this case, the restrictive covenants for the former Clark Equipment property were established as part of the environmental remediation process following the site's transfer to the City. These covenants are intended to ensure long-term environmental protection and compliance with state and federal requirements associated with the property's past industrial use.

As part of the City's acquisition agreement for the Clark property, the City agreed to consider and approve updates to the restrictive covenants at the request of the property owner, provided that the proposed changes were determined to be reasonable and did not materially alter the environmental protections in place.

Trane, as the successor entity with environmental responsibilities for the property, has submitted a request to amend certain language within the existing restrictive covenants for the parcel of property behind the current Clark Testing facility. The restrictive covenant language is required by the Michigan Department of Environment, Great Lakes and Energy. The City's environmental attorney with Butzel has reviewed the proposed revisions and determined that the requested changes are not substantive in nature. The updates are reasonable in scope and are considered a reasonable request on Trane's part, consistent with the terms of the original property transfer agreement.

Recommendation

Based on the review and recommendation of the City's environmental counsel, staff recommends that the City Commission approve Trane's requested amendments to the restrictive covenants for the former Clark Equipment property.

Memorandum

Staff further recommends that the City Commission authorize the City Manager to execute the revised restrictive covenant on behalf of the City of Buchanan in a form similar to Attachment C. These actions are consistent with the City's obligations under the original property transfer agreement and ensure continued compliance with the environmental management framework governing the site.

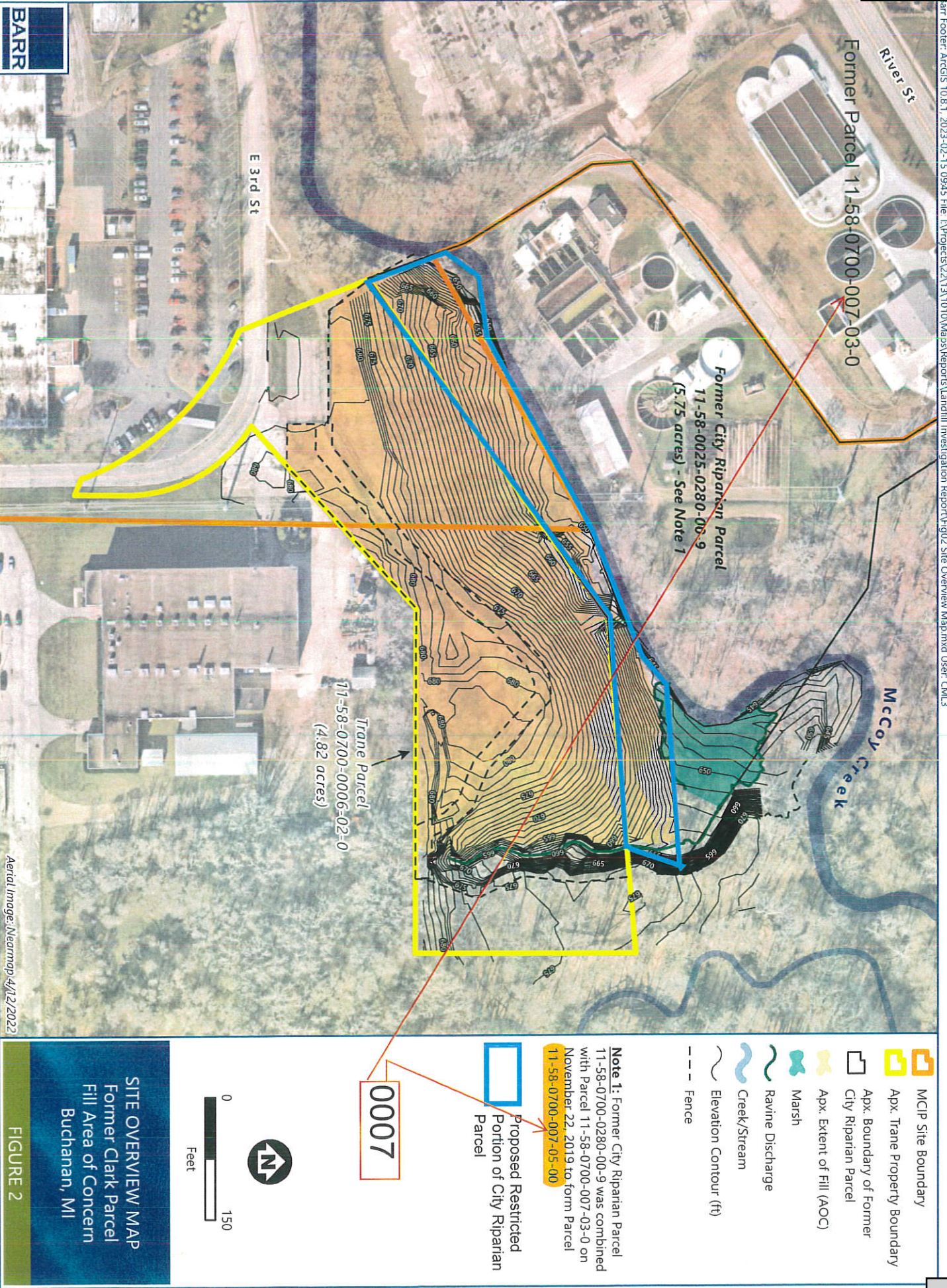
Attachment A: Map of Area Subject to Restrictive Covenants

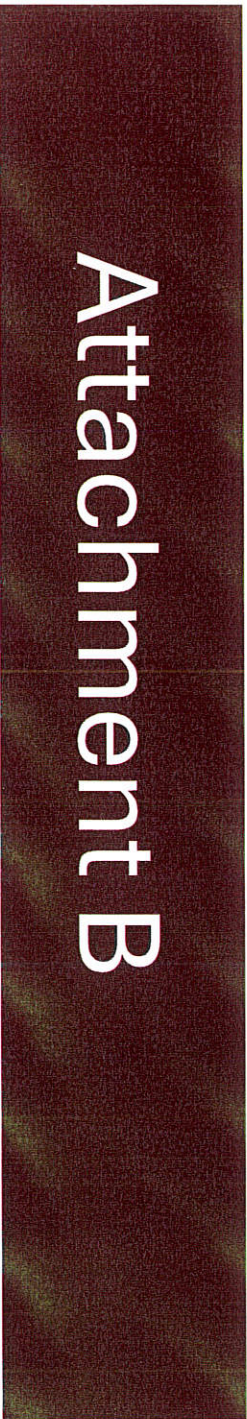
Attachment B: Previous Covenants for the Subject Property

Attachment C: Proposed Revised Restrictive Covenants

Attachment A







Attachment B



Dec 03 04 02:58p

SEP -08' 03 (MON) 17:00

BITTICK, HYRNS, LASATA, RIEMLAND

TEL: 1 983 5858

P. 002

FIRST AMENDMENT TO THIRD STREET PARCEL SIDE AGREEMENT

WHEREAS, Clark Equipment Company ("Clark") and the City of Buchanan (the "City") entered into the Third Street Parcel Side Agreement ("Side Agreement").

WHEREAS, the Agreement specifies that paragraphs C, D, E, F, and G of the Agreement will be null and void if the Michigan Department of Environmental Quality ("MDEQ") does not accept Clark's Remedial Action Plan ("RAP") providing for restricted access to McCoy Creek through the use of fencing.

WHEREAS, the MDEQ did not accept Clark's RAP providing for restricted access to McCoy Creek through the use of fencing.

NOW, THEREFORE, Clark and the City agree to amend paragraphs B, C, D, E, F and G of the Agreement as follows:

B. Mutuality. Deleted.

C. Easement. Clark shall grant the City an easement (at least ten feet in width) across the Clark Property for use as a pedestrian pathway connecting the McCoy Creek Industrial Park and Schirmer Park. The easement will be located in a place agreeable to both the City and Clark, and fencing may be provided by further agreement of the parties. The easement shall include a vehicle turnaround area at least twenty-five (25) feet in width. The easement will be granted to the City after Clark has evaluated and obtained necessary regulatory approvals (if any) for granting the easement. Clark agrees to use its best efforts to grant the City the easement within six months. Notwithstanding the foregoing,

Post-it® Fax Note	7671	Date	12-3	# of pages	4
To	Randy	From	Mike Hughes		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #		Fax #			

Dec 03 04 02:58p

SEP. -08 03 (MON) 17:00

BITR, HYRNS, LASATA, RIEMLAND

TEL: 1 983 5858

P. 003

the final location and design of the easement, and the timing of the grant of the easement, may be subject to MDEQ approval.

D. RAP Implementation. The City shall provide access to the Clark Property and allow Clark to perform the remedial activities necessary to implement the MDEQ-approved RAP. Such activities may include, but not be limited to, soil and sediment sampling, soil and sediment removal, and installation of exposure barriers which may include, but not be limited to, rip rap, geo-textile liner, erosion control, and landscaping. The City shall maintain any such exposure barriers at its sole expense.

E. Bridge. Clark shall provide to the City \$20,000 to be used by the City to install a bridge across McCoy Creek in the vicinity of Schirmer Park. Once payment to the City is made, the City shall construct and maintain the bridge at its sole expense.

F. Removal. Clark shall remove and properly dispose of, at its sole expense, the two existing iron catwalk bridges which currently traverse McCoy Creek in the vicinity of the Third Street Parcel and the roof and walls of the small building located at the bottom of the creek bank on the South side of McCoy Creek.

G. Recording of Land and Natural Resources Use Restrictions. The City shall execute and record land and natural resource use restrictions on the City Riparian Property that comply with the requirements set forth in paragraphs 1-5 of paragraph G of the original agreement which are hereby adopted by reference. Clark shall reimburse the City for the cost of recording the deed restriction.

SEP -08' 03 (MON) 17:00

BITNER, HYRNS, LASATA, RIEMLAND

TEL: 1 983 5858

P. 004

The parties agree that the original "Side Agreement" in all other respects shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Third Street Parcel Side Agreement has been executed on the date indicated below by a duly authorized representative.

CLARK EQUIPMENT COMPANY

A subsidiary of Ingersoll-Rand Company

BY: _____

Name (print): _____

ITS: _____

DATED: ____ / ____ / ____

THE CITY OF BUCHANANBY: David P. Hagey

Name (print): David P. Hagey

ITS: Mayor

DATED: 09 / 08 / 03

SEP-12-2003 15:23

LAW DEPT

201 573 3448

P.04/04

09-09-03 TUE 14:30 FAX 010 534 3040

HORIZON ENVIRONMENTAL

0004

Sep 09 03 02:17p

City of Buchanan.

616-695-4330

P. 4

SEP-09 03 (MON) 17:00

BITTNER, HYANS, LASAPA, BICHLAND

TEL: 616 903 5034

P. 004

The parties agree that the original "Side Agreement" in all other respects shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Third Street Bagel Side Agreement has been executed on the date indicated below by a duly authorized representative.

CLARK EQUIPMENT COMPANY
A subsidiary of Ingersoll Rand Company

BY: [Signature]

NAME (PRINT): Aaron Kleinbaum

ITS: Asst General Counsel

DATED: 9 / 12 / 03

THE CITY OF BUCHANAN

BY: [Signature]

NAME (PRINT): David P. Hagey

ITS: Mayor

DATED: 09 / 08 / 03

TOTAL P.04

SECOND AMENDMENT TO THIRD STREET PARCEL SIDE AGREEMENT

WHEREAS, Clark Equipment Company ("Clark") and the City of Buchanan (the "City") entered into the Third Street Parcel Side Agreement (the "Agreement") attached hereto as Exhibit 1.

WHEREAS, the Agreement specifies that paragraphs C, D, E, F, and G of the Agreement will be null and void if the Michigan Department of Environmental Quality ("MDEQ") does not accept Clark's Remedial Action Plan ("RAP") providing for restricted access to McCoy Creek through the use of fencing.

WHEREAS, the MDEQ did not accept Clark's RAP providing for restricted access to McCoy Creek through the use of fencing.

WHEREAS, the City would like to proceed with construction of the pedestrian pathway connecting the McCoy Creek Industrial Park property with Schirmer Park.

NOW THEREFORE, Clark and the City agree to amend paragraphs C, D, E, F, and G of the Agreement as follows:

Except for the changes made herein, the Agreement shall remain unchanged and shall be in full force and effect.

Paragraph C of the Agreement regarding Clark's granting of an easement to the City shall be replaced with the revised paragraph that follows and Paragraph D of the Agreement regarding fencing along the banks of McCoy Creek shall be null and void, and shall be replaced by the revised paragraph D provided below.

C. Easement. Clark shall grant the City an easement covering three different portions of the Clark Property as described below:

1) Easement No. 1 will be for use as a pedestrian pathway connecting the McCoy Creek Industrial Park property and Schirmer Park. The easement shall be at least ten feet wide and shall include a vehicle turnaround area at least twenty-five (25) feet wide. The approximate

locations of the easement are identified on the attached map as Path 1 and Path 2, however the final locations shall be in a place agreeable to both the City and Clark. The City shall cover the pathway with asphalt pavement and install a six-foot chain link fence on both sides of the pathway. The cost of the installed fence for Path 1 shall be at Clark's sole expense. The cost of paving Paths 1 and 2, the cost of installing the fence for Path 2, and the cost of maintaining the paved pathway and fence for Paths 1 and 2 shall be at the City's sole expense.

2) Easement No. 2 is the area on the western side of the attached map identified as Parking/Landscaping and it is to be used as a parking area. The City shall cover the area entirely with either pavement or a 6-inch thick layer of compacted MDOT A-22 gravel or a 24 to 30-inch layer of landscaped clean fill or a combination thereof and the City shall maintain it in that condition at its sole expense. Clark reserves the right to alter the nature of the cover in that area at its sole discretion and expense, and the City agrees to maintain the covered area.

3) Easement No. 3 is the area on the eastern side of the attached map, just east of the Storm Drain Ditch, and identified as the Park Area. It is to be used as a recreational park area.

For each of the three easement areas, the City agrees to comply with the terms of the Due Care Plan to be prepared by Clark, as well as any modifications or additions to a Due Care Plan that Clark may request consistent with MDEQ requirements.

D. Response Activity Implementation. The City shall provide access to Clark, its successors, assigns, employees, contractors and to representatives of the MDEQ to those portions of the McCoy Creek Industrial Park ("MCIP") property owned by the City and to the property adjacent to the Clark property and McCoy Creek owned by the City (collectively the "City Property") and allow Clark to perform the remedial activities required by the MDEQ, including but not necessarily limited to a RAP. Such activities may include, but not be limited to, soil and sediment sampling, soil and sediment removal, and installation of exposure barriers which may include, but not be limited to, rip rap, geo-textile liner, erosion control, landscaping, and fencing. The City shall maintain any such exposure barriers at its sole expense and shall comply with the terms of any Due Care Plan that Clark may request for the City Property consistent with MDEQ requirements. To the extent the City acquires MCIP property from other property owners, through tax reversion or other means, the City agrees to impose deed restrictions consistent with

an industrial use on such property and comply with any Due Care Plan that Clark may request consistent with MDEQ requirements.

IN WITNESS WHEREOF, this First Amendment to the Third Street Parcel Side Agreement has been executed on the date indicated below by a duly authorized representative.

CLARK EQUIPMENT COMPANY
a subsidiary of Ingersoll-Rand Company

By: _____
Name (print):

Its: _____

Dated: ____/____/____

THE CITY OF BUCHANAN

By: _____
Name (print):

Its: _____

Dated: ____/____/____

DET02\188379.1
ID\WRS

THIRD STREET PARCEL SIDE AGREEMENT

This Third Street Parcel Side Agreement ("Side Agreement") is made by and between Clark Equipment Company, a subsidiary of Ingersoll-Rand Company ("Clark") and the City of Buchanan, Michigan (the "City"). Clark and the City are the "Parties." This Side Agreement provides specifications for certain elements of the Environmental Agreement to be entered into between the Parties regarding the City's Third Street Parcel (the "Environmental Agreement"). The Environmental Agreement is attached as Exhibit 1. Exhibit 2 provides technical specifications for some of the improvements contemplated in this Side Agreement.

In acknowledgment of the mutual promises stated in this Side Agreement, which the Parties each state are good and valuable consideration, the Parties agree and covenant as stated below.

A. Definitions. In this Side Agreement:

1. "Third Street Parcel" means the real property located in Buchanan, Michigan, known as the Third Street Parcel, described as set forth in Exhibit 3.
2. "Clark Property" means Parcel Number 11-58-0700-0006-02, which is the real property located in Buchanan, Michigan, currently owned by Clark, and immediately East of the McCoy Creek Industrial Park and South of McCoy Creek.
3. "City Riparian Property" means Parcel Number 11-58-0700-0280-00, which is the riparian real property located in Buchanan, Michigan, currently owned by the City, and immediately East of the McCoy Creek

Industrial Park and immediately South of and adjacent to McCoy Creek.

The Clark Property and City Riparian Property are depicted in Exhibit 4.

4. "Part 201" means Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101, *et seq.*, as amended.
5. "Hazardous Substances" has the meaning stated in Part 201, at MCL 324.20101(t).
6. "MDEQ" means the Michigan Department of Environmental Quality.

B. Mutuality. The Parties acknowledge that MDEQ approval of a Remedial Action Plan ("RAP") for the McCoy Creek Industrial Park Site which restricts access to McCoy Creek through the use of fencing is a material fact upon which the Parties rely in entering into this Agreement. Accordingly, performance of the provisions of Paragraphs C, D, E, F and G of this Agreement and Paragraph C of the Environmental Agreement is mutually contingent on Clark receiving approval from the MDEQ of a RAP which provides for restricted access to McCoy Creek through the use of fencing. If the MDEQ does not accept such a RAP, then the provisions of paragraphs C, D, E, F and G of this Agreement and Paragraph C of the Environmental Agreement shall become null and void, and neither the City nor Clark will be required to perform its obligations under those Paragraphs.

C. Easement. Subject to the provisions of Paragraph B, Clark shall grant the City an easement (at least ten feet in width) across the Clark Property for use as a pedestrian pathway connecting the McCoy Creek Industrial Park and Schirmer Park. The easement will be located in a place agreeable to both the City and Clark, and fencing may be provided on both sides of the easement. The easement shall include a vehicle turnaround area at least twenty-five (25) feet in width. Installation of the fencing (if necessary) shall be at Clark's sole expense, while

maintenance of the fence shall be at the City's sole expense. The easement will be granted to the City only after Clark has evaluated the easement property for possible environmental or other issues and obtained necessary regulatory approvals (if any) for granting the easement. Clark agrees to use its best efforts to grant the City the easement within six months of MDEQ approval of the RAP. Notwithstanding the foregoing, the final location and design of the easement, and the timing of the grant of the easement, may be subject to MDEQ approval.

D. Fencing. Subject to the provisions of Paragraph B, Clark shall install fencing and signage along the banks of McCoy Creek on the Third Street Parcel. Such fencing shall be installed at Clark's sole expense in accordance with the specifications provided in Exhibit 2, and shall be maintained at the City's sole expense.

E. Bridge. Subject to the provisions of Paragraph B, Clark shall provide to the City \$20,000 to be used by the City to install a bridge across McCoy Creek in the vicinity of Schirmer Park. Once payment to the City is made, the City shall construct and maintain the bridge at its sole expense.

F. Removal. Subject to the provisions of Paragraph B, Clark shall remove and properly dispose of, at its sole expense, the two existing iron catwalk bridges which currently traverse McCoy Creek in the vicinity of the Third Street Parcel and the roof and walls of the small building located at the bottom of the creek bank on the South side of McCoy Creek.

G. Recording of Land and Natural Resources Use Restrictions. Subject to the provisions of Paragraph B, the City shall execute and record land and natural resource use restrictions on the City Riparian Property that comply with the following requirements upon MDEQ's approval of the Remedial Action Plan ("RAP") and upon Clark's written commitment

to comply with all steps to be undertaken by Clark pursuant to the RAP. Clark shall reimburse the City for the cost of recording the deed restriction.

1. The City Riparian Property shall be designated as Recreational, as that term is used in section 20120a of Part 201. Access to the City Riparian Parcel shall be restricted by use of fencing or otherwise, as approved by MDEQ. In the event the MDEQ develops criteria for recreational uses, then the City Riparian Property shall be used only for purposes not inconsistent with such revised or superceding document(s) which result in equivalent or reduced exposure to hazardous substances by persons on the City Riparian Property.
2. Wells shall not be installed on the City Riparian Property for extracting groundwater for potable or domestic uses. This provision does not prohibit installation of wells for: environmental study, monitoring, or remediation; dewatering of excavations; non-contact cooling water or processing in commercial or industrial activities; groundwater heat pumps; or installation of wells for emergency purposes, provided that the installation and operation of such wells is in compliance with applicable federal, state and local laws and regulations.
3. Any future work performed on the City Riparian Property which involves the excavation of soils shall be done in accordance with a Due Care Plan consistent with an approved RAP. The Due Care Plan shall be prepared by Clark and will outline the precautions to be taken for excavation in each area.

4. Any soil excavated at the City Riparian Property shall be handled in accordance with applicable local, state, and federal requirements.
Excavated soil shall be sampled, analyzed for hazardous substances, and disposed of at a location off of the City Riparian Property or, if on the City Riparian Property, in compliance with Part 201, at MCL 324.20101 et seq.
5. Any areas on the Property where the MDEQ approved Remedial Action Plan ("RAP") for the site requires exposure barriers to address exceedances of the applicable generic direct contact criteria shall remain covered with an exposure barrier of landscaping or pavement as specified in the RAP. Access to the City Riparian Property in the immediate vicinity of McCoy Creek, including its southern bank, shall be restricted with fencing acceptable to MDEQ. For those areas of the City Riparian Property where cover or fencing is required but not already in place, Clark shall provide such cover or fencing, and Clark shall maintain the cover and the City shall maintain the fencing. If the City disturbs the cover for any reason, including, but not limited to, utility work, then the City shall restore the cover to its original condition or take other action that is equally protective.

H. Access. Upon request by Clark, the City will provide access as is reasonably necessary to Clark to perform the tasks set forth in this Agreement.

I. Parties' Acknowledgment. The Parties acknowledge that they have had the opportunity to review this Side Agreement, to discuss it thoroughly with counsel of their choice, that they fully understand its terms and agree and consent to be bound by it.

J. Final and Complete Agreement. This Agreement is final. This Agreement is not to be construed as an admission of liability. Further, the Parties agree that this document contains the entire agreement between the Parties regarding the subject matter of this Agreement.

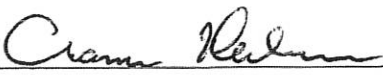
K. Effective Date. This Agreement is effective on the first date that it has been signed by a person representing each Party.

L. Persons Bound. This Agreement binds Clark, the City, and their successors and assigns.

M. Signers' Representation. Each person signing this Agreement on behalf of a Party represents that he or she is authorized to bind that Party to this Agreement.

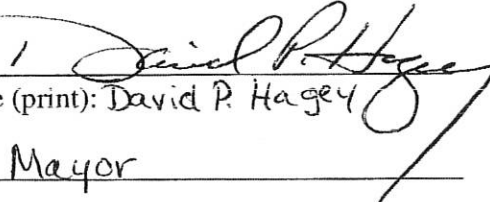
IN WITNESS WHEREOF, this instrument has been executed on the date indicated below by a
duly authorized representative.

CLARK EQUIPMENT COMPANY
a subsidiary of Ingersoll-Rand Company

By 
Name (print): Aaron Kleinbaum, P.E.
Director of Environmental Safety & Health
Its And Assistant General Counsel

Dated: 11 / 20 / 01

THE CITY OF BUCHANAN.

By 
Name (print): David P. Hagey
Its Mayor

Dated: 11 / 12 / 01

Exhibit 1
Environmental Agreement

ENVIRONMENTAL AGREEMENT – THIRD STREET PARCEL

This Environmental Agreement is made by and between Clark Equipment Company, a subsidiary of Ingersoll-Rand Company ("Clark") and the City of Buchanan, Michigan (the "City"). Clark and the City are the "Parties."

In acknowledgment of the mutual promises stated in this Environmental Agreement, which the Parties each state are good and valuable consideration, the Parties agree and covenant as stated below.

A. Definitions. In this Environmental Agreement:

1. "Property" means the real and personal property and fixtures located in Buchanan Michigan, known as a portion of the Third Street Parcel, the Clark Park Parcel, and portions of Lot 2, described as set forth in Exhibit 1.
2. "Part 201" means Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101, *et seq.*, as amended.
3. "Hazardous Substances" has the meaning stated in Part 201, at MCL 324.20101(t).

B. Access. Upon request by Clark, the City will provide access as is reasonably necessary to Clark to perform the tasks set forth in this Agreement.

C. Recording of Land and Natural Resources Use Restrictions. The City shall execute and record land and natural resource use restrictions that comply with the following requirements upon MDEQ's approval of the Remedial Action Plan ("RAP") and upon Clark's written commitment to comply with all steps to be

undertaken by Clark pursuant to the RAP. Clark shall reimburse the City for the cost of recording the deed restriction.

1. The Property shall be used only for purposes described as Recreational in section 20120a of Part 201. Examples of permitted recreational uses include, but are not limited to, walking, sitting, parking, picnics, playgrounds, athletic activities, and participation in recreational or sporting events. Examples of activities which would not be permitted include, but are not limited to, industrial activities, commercial activities, day cares or schools, hospitals, and convalescent or nursing homes. Examples of recreational activities which would not be permitted include those which would involve access to the fenced area of McCoy Creek or its banks (e.g., fishing, wading, or crossing the Creek) or any activities on the Property which would disturb landscaping or pavement (e.g., digging). Exhibit 2, Delineation of Land Use Categories, provides a map of the various parcels within the McCoy Creek Industrial Park Site. Notwithstanding the forgoing, utility work, landscaping work, and installation of signs is permissible as long as it is done pursuant to Paragraph C(3) of this Agreement. The City shall maintain landscaping on the flat portions of the Property that are not restricted by fencing.
2. Wells shall not be installed on the Property for extracting groundwater for potable or domestic uses. This provision does not prohibit installation of wells for: environmental study, monitoring, or remediation; dewatering of excavations; non-contact cooling water or processing in commercial or

industrial activities; groundwater heat pumps; or installation of wells for emergency purposes, provided that the installation and operation of such wells is in compliance with applicable federal, state and local laws and regulations.

3. Any future work performed at the site which involves the excavation of soils shall be done in accordance with a Due Care Plan consistent with the RAP. The Due Care Plan shall be prepared by Clark and will outline the precautions to be taken for excavation in each area.
4. Any soil excavated at the Property shall be handled in accordance with applicable local, state, and federal requirements. Excavated soil shall be sampled, analyzed for hazardous substances, and disposed of at a location off of the Property or, if on Property, in compliance with Part 201, at MCL 324.20101 et seq.
5. Any and all areas on the flat portion of the Property south of McCoy Creek (i.e., those areas south of, and not in the immediate vicinity of, McCoy Creek), and any other areas deemed necessary by MDEQ, shall remain covered with an exposure barrier of landscaping or pavement acceptable to MDEQ. Additionally, the area of oil stained soils on the north bank of McCoy Creek south of building 32 shall be addressed with a cover or sheet piling, as deemed necessary by MDEQ. Access to the Property in the immediate vicinity of McCoy Creek, including its northern and southern banks, shall be restricted with fencing acceptable to MDEQ. For those areas of the Property where cover or sheet piling is required but not

already in place, Clark shall provide such cover or sheet piling. If the City disturbs the cover or sheet piling for any reason, including, but not limited to, utility work, then the City shall restore the cover or sheet piling to its original condition or take other action that is equally protective.

D. Parties' Acknowledgment. The Parties acknowledge that they have had the opportunity to review this Environmental Agreement, to discuss it thoroughly with counsel of their choice, that they fully understand its terms and agree and consent to be bound by it.

E. Final and Complete Agreement. This Agreement is final. This Agreement is not to be construed as an admission of liability. Further, the Parties agree that this document contains the entire agreement between the Parties regarding the subject matter of this Agreement.

F. Effective Date. This Environmental Agreement is effective on the first date that it has been signed by a person representing each Party.

G. Persons Bound. This Environmental Agreement binds Clark, the City, and their successors and assigns.

H. Signers' Representation. Each person signing this Environmental Agreement on behalf of a Party represents that he or she is authorized to bind that Party to this Environmental Agreement.

IN WITNESS WHEREOF, this instrument has been executed on the date indicated below by a
duly authorized representative.

CLARK EQUIPMENT COMPANY
a subsidiary of Ingersoll-Rand Company

By _____
Name (print): _____

Its _____

Dated: ____/____/____

THE CITY OF BUCHANAN.

By 1 David P. Hagen
Name (print): David P. Hagen
Its Mayor

Dated: 11 / 12 / 01

Exhibit 1
City of Buchanan (Recreational Parcel) Property Description

McCoy Creek Parcel:

LAND SITUATED IN THE CITY OF BUCHANAN, COUNTY OF BERRIEN, STATE OF MICHIGAN
AND IS DESCRIBED AS FOLLOWS:

FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWN 7 SOUTH, RANGE 18 WEST,
MEASURE
NORTH 00°10'00" WEST, 333.00 FEET; THENCE MEASURE NORTH 89°50' WEST, 100.00 FEET;
THENCE MEASURE SOUTH 00°10'00" EAST, 300.00 FEET TO THE NORTH LINE OF FRONT
STREET;
THENCE MEASURE NORTH 89°50' WEST, ALONG THE NORTH LINE OF FRONT STREET, 104.60
FEET;
THENCE MEASURE NORTH 00°10'00" WEST, 300.00 FEET;
THENCE MEASURE NORTH 89°50' WEST, 500.00 FEET;
THENCE MEASURE SOUTH 00°34'00" WEST, 299.87 FEET (PREVIOUSLY DESCRIBED AS SOUTH
00°10'00" WEST, 300.00 FEET);
THENCE MEASURE SOUTH 89°59'00" WEST, 65.67 FEET (PREVIOUSLY DESCRIBED AS NORTH
89°50'00" WEST, 67.70 FEET);
THENCE MEASURE NORTH 00°11'29" EAST, 299.82 FEET (PREVIOUSLY DESCRIBED AS NORTH
00°10'00" EAST, 299.71 FEET);
THENCE MEASURE NORTH 00°10'31" WEST, 665.09 FEET (PREVIOUSLY DESCRIBED AS NORTH
00°10'05" WEST, 664.80 FEET)
TO A CURVE TO THE LEFT; THENCE MEASURE ALONG SAID CURVE, 445.94 FEET, SAID CURVE
HAS A RADIUS OF 272.50 FEET AND
A CHORD WHICH BEARS NORTH 47°03'00" WEST, 397.79 FEET (PREVIOUSLY DESCRIBED AS
NORTH 47°02'52" WEST, 397.82 FEET)
THENCE MEASURE NORTH 57°00'13" WEST, 24.65 FEET;
THENCE MEASURE NORTH 89°46'52" WEST, 237.98 FEET (PREVIOUSLY DESCRIBED AS NORTH
89°46'25" WEST, 237.99 FEET);
THENCE MEASURE SOUTH 76°24'06" WEST, 175.40 FEET (PREVIOUSLY DESCRIBED AS SOUTH
76°20'21" WEST, 175.11 FEET);
THENCE MEASURE SOUTH 59°05'04" WEST, 232.22 FEET (PREVIOUSLY DESCRIBED AS SOUTH
59°08'36" WEST, 232.45 FEET);
THENCE MEASURE SOUTH 73°17'05" WEST, 306.18 FEET;
THENCE MEASURE SOUTH 55°06'49" WEST, 359.01 FEET (PREVIOUSLY DESCRIBED AS SOUTH
54°51'47" WEST, 358.10 FEET);
THENCE MEASURE SOUTH 29°18'02" WEST, 147.85 FEET (PREVIOUSLY DESCRIBED AS SOUTH
30°00'00" WEST, 148.00 FEET);
THENCE MEASURE SOUTH 69°31'30" WEST, 66.50 FEET;
THENCE MEASURE SOUTH 89°47'43" WEST, 194.54 FEET (PREVIOUSLY DESCRIBED AS NORTH
90°00'00" WEST, 193.26 FEET);
THENCE MEASURE NORTH 00°29'28" EAST, 66.00 FEET (PREVIOUSLY DESCRIBED AS NORTH
00°24'00" EAST, 66.00 FEET);
THENCE NORTH 89°47'43" EAST, 186.11 FEET (PREVIOUSLY DESCRIBED AS NORTH 90°00'00"
EAST, 186.02 FEET);
TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED;
THENCE NORTH 05°01'17" EAST, 81.61 FEET (PREVIOUSLY DESCRIBED AS NORTH 05°00'00"
EAST, 81.61 FEET);
THENCE NORTH 21°57'14" EAST, 88.79 FEET (PREVIOUSLY DESCRIBED AS NORTH 21°57'50"
EAST, 88.55 FEET);
THENCE NORTH 47°54'16" EAST, 232.11 FEET (PREVIOUSLY DESCRIBED AS NORTH 47°53'16"
EAST, 232.04 FEET);
THENCE NORTH 68°46'32" EAST, 412.72 FEET (PREVIOUSLY DESCRIBED AS NORTH 68°47'38"

EAST, 412.51 FEET);
 THENCE NORTH 64°34'44" EAST, 546.42 FEET (PREVIOUSLY DESCRIBED AS NORTH 64°30'53" EAST, 545.60 FEET);
 THENCE NORTH 80°06'34" EAST, 258.95 FEET;
 THENCE NORTH 33°24'13" EAST, 109.50 FEET;
 THENCE SOUTH 21°26'00" EAST, 126.00 FEET;
 THENCE SOUTH 21°26'00" EAST, 130.75 FEET;
 THENCE SOUTH 89°28'59" WEST, 228.68 FEET;
 THENCE ALONG A CURVE TO THE LEFT 171.25 FEET, SAID CURVE HAS A RADIUS OF 795.00 FEET,
 AND A CHORD WHICH BEARS SOUTH 83°18'44" WEST, 170.91 FEET;
 THENCE SOUTH 77°08'29" WEST, 118.39 FEET;
 THENCE ALONG A CURVE TO THE LEFT 124.49 FEET, SAID CURVE HAS A RADIUS OF 490.00 FEET,
 AND A CHORD WHICH BEARS SOUTH 69°51'47" WEST, 124.15 FEET;
 THENCE SOUTH 62°35'06" WEST, 119.59 FEET;
 THENCE ALONG A CURVE TO THE RIGHT 149.09 FEET, SAID CURVE HAS A RADIUS OF 825.00 FEET,
 AND A CHORD WHICH BEARS SOUTH 67°45'43" WEST, 148.88 FEET;
 THENCE SOUTH 72°56'20" WEST, 111.28 FEET;
 THENCE ALONG A CURVE TO THE LEFT 219.02 FEET, SAID CURVE HAS A RADIUS OF 690.00 FEET,
 AND A CHORD WHICH BEARS SOUTH 63°50'43" WEST, 218.10 FEET;
 THENCE SOUTH 54°45'07" WEST, 155.16 FEET;
 THENCE ALONG A CURVE TO THE LEFT 218.09 FEET, SAID CURVE HAS A RADIUS OF 490.00 FEET,
 AND A CHORD WHICH BEARS SOUTH 42°00'05" WEST, 216.29 FEET;
 THENCE ALONG A CURVE TO THE RIGHT 66.59 FEET, SAID CURVE HAS A RADIUS OF 70.00 FEET,
 AND A CHORD WHICH BEARS SOUTH 56°30'11" WEST, 64.11 FEET;
 THENCE NORTH 04°49'02" EAST, 16.85 FEET;
 TO THE POINT OF BEGINNING.

Clark Park Parcels:

Clark Park Parcel, Assessor's Plat No. 1 to the City of Buchanan, according to the plat thereof, recorded December 19, 1983, in Volume 24 of Plats, Page 2, Berrien County Records.

Parcel A:

PART OF LOT 2, ASSESSOR'S PLAT NO. 1, CITY OF BUCHANAN, BERRIEN COUNTY, MICHIGAN DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N. 0° 24' E., ALONG THE EASTERLY LINE OF RED BUD TRAIL NORTH, 130.50 FEET; THENCE N. 82° 30' E. 140.00 FEET; THENCE S. 0° 24' W., 140.33 FEET TO THE NORTHERLY LINE OF FRONT STREET; THENCE S. 86° 31' W., ALONG SAID NORTERLY LINE, 138.99 FEET TO THE POINT OF BEGINNING.

New Parcel (to be transferred to the City from the DDA):

LAND SITUATED IN THE CITY OF BUCHANAN, COUNTY OF BERRIEN, STATE OF MICHIGAN AND IS DESCRIBED AS FOLLOWS:

PART OF LOT 2, ASSESSOR'S PLAT NO. 1, CITY OF BUCHANAN, BERRIEN COUNTY, MICHIGAN DESCRIBED AS: FROM THE SOUTHWEST CORNER OF SAID LOT 2, MEASURE NORTH 86°31' EAST,

ALONG THE NORTHERLY LINE OF FRONT STREET, 138.99 FEET TO THE POINT OF BEGINNING OF
THE LAND HEREIN DESCRIBED; THENCE NORTH 00°24' EAST, 140.33 FEET; THENCE
NORTH 45°30'40" EAST, 184.39 FEET; THENCE NORTH 25°00' WEST, 80.00 FEET TO THE
SOUTHERLY LINE OF DEWEY STREET; THENCE EAST, ALONG SAID SOUTHERLY LINE, 56.92
FEET;
THENCE NORTH 71°02'30" EAST, 66.00 FEET; THENCE EAST, 105.50 FEET TO THE EASTERLY
LINE
OF SAID LOT 2; THENCE SOUTH 9°51'30" EAST, ALONG SAID EASTERLY LINE, 349.76 FEET TO
THE NORTHERLY LINE OF FRONT STREET; THENCE NORTH 89°50' WEST, ALONG SAID
NORTHERLY
LINE, 241.30 FEET; THENCE SOUTH 0°24' WEST, 11.00 FEET; THENCE CONTINUING ALONG SAID
NORTHERLY LINE OF SAID FRONT STREET, SOUTH 86°31' WEST, 142.39 FEET TO THE POINT OF
BEGINNING.

Attachment C



DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED NONRESIDENTIAL REMEDIAL ACTION

EGLE Reference No: (B)

This Declaration of Restrictive Covenant (Restrictive Covenant) has been recorded with the **Berrien** County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located at – River Street in the City of Buchanan, Berrien County, Michigan and legally described in Exhibit 1 (Parcel 11-58-0700-007-05-00) attached hereto (Property). The “Limits of Land or Resource Use Restrictions,” attached as Exhibit 2 (teal area in the attached map), provides a **legal description and a scaled drawing** of those portions of the Property that are subject to land use or resource use restrictions specified in this Restrictive Covenant.

The Property is associated with the **McCoy Creek Industrial Park Clark Parcel** for which response activities were conducted pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.* The Property described contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the NREPA. EGLE recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property and undertake appropriate actions to comply with the due care requirements of Section 20107a of the NREPA.

The restrictions contained in this Restrictive Covenant, recorded pursuant to Section 20121(2) of the NREPA, are based upon information available at the time the response activities were implemented. Failure of the response activities to achieve and maintain the criteria, exposure controls, and any requirements specified by the response activities; future changes in the environmental condition of the Property or changes in the cleanup criteria as defined in the NREPA; the discovery of

environmental conditions at the Property that were not accounted for during implementation of the response activities; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

"EGLE" means the Michigan Department of Environment, Great Lakes, and Energy, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules, Michigan Administrative Code, 2013 AACRS R 299.1 – R 299.50, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules, as of the date of filing of this Restrictive Covenant.

Summary of Response Activities and Environmental Contamination

Hazardous substances including but not limited to benzene, toluene, naphthalene, acenaphthylene, benzo(a)pyrene, have been released and/or disposed on the Property from historical placement of foundry fill. Prior to the recording of this Restrictive Covenant, response activities have been undertaken to remove hazardous substances through source area removal. However, some hazardous substances remain present on the Property that require controls in the form of groundwater use restrictions, soil management restrictions, and building restrictions to prevent unacceptable exposure. An exposure barrier consisting of a 8 foot high fence has been placed around the historical fill as shown in Exhibit 2. In addition, arsenic concentrations remain present at the Property that exceeds the direct contact exposure pathway for residential use, but not recreational use.

NOW THEREFORE,

1. Declaration of Land Use or Resource Use Restrictions.

The City of Buchanan, as the Owner of the Property hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

a. Activity and Use Limitations.

- 1) Land Use: The Owner shall prohibit all land uses that do not satisfy the nonresidential cleanup criteria on portions of the Property as described in Exhibit 2. The nonresidential criteria are applicable to industrial, commercial, office or retail nonresidential land use categories with potential exposure to adult workers during a business day and potential intermittent exposures of adults and children who are customers, patrons, or visitors to the establishments during a portion of the business day. If the nonresidential land use allows for routine exposures to children, the land use does not satisfy the nonresidential cleanup criteria. Residential land uses do not satisfy the nonresidential cleanup criteria. Residential land use may include, but is not limited to, homes and surrounding yards, condominiums, and apartments where people live and sleep for significant periods of time.
- 2) The Owner shall prohibit the construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:
 - a) Wells and other devices constructed as part of a response activity for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of hazardous substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.
 - b) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.
- 3) The Owner shall prohibit the construction and/or use of any buildings or structures on the Property unless the Owner complies with one of the following:
 - a) The building or structure is an establishment used and classified for manufacturing use consistent with Section 31 – 33 – Manufacturing, of the North American Industry Classification System, United States, 2012, and the Owner complies with all of the provisions of Section 20120a(18) of the NREPA.
 - b) The Owner performs an evaluation of the potential for hazardous substances to volatilize into indoor air that demonstrates the protection of persons who may be present within any building or structure and complies with Section 20107a of the NREPA.
 - c) The Owner installs appropriate engineering controls on any building or structure designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the building or structure at concentrations greater than applicable criteria.
- 4) The 8 foot perimeter fence and 6-inch topsoil cover at the locations shown in Exhibit 2 serves to prevent exposures to contaminated soils at the Property. The

Owner shall prohibit removal or breaching of the fence and the excavation or other intrusive activity that could affect the integrity of the topsoil, except during short-term construction or repair projects or for purposes of further treating or remediating the subject contamination. Any excavation or other intrusive activity, including removing, altering, or disturbing the perimeter fence or topsoil cover, that could affect the integrity of the barrier, must be replaced with a fence and cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work. Repair and/or replacement of the fence and cover must be completed unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 201 of the NREPA.

- b. Contaminated Soil Management. The Owner shall manage all soils, media and/or debris located within the portions of the Property designated in Exhibit 2 in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Toxic Substances Control Act (TSCA), 15 USC 2601 *et seq.*; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

2. Running with the Land. This Restrictive Covenant shall run with the Property and shall be binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. Pursuant to Section 20121(5)(b) of the NREPA, this Restrictive Covenant shall continue in effect until it is determined that the hazardous substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to hazardous substances may result in the need to perform additional response activities by those parties responsible for performing response activity at the Property or to comply with Section 20107a of the NREPA.

3. Enforcement of Restrictive Covenant. The State of Michigan, through EGLE, and Trane Technologies and the City of Buchanan may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

4. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

5. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and record this Restrictive Covenant.

6. Additional Provisions. The provisions provided in the section below are not required for this restrictive covenant to be in compliance with Part 201 of the NREPA. These provisions were agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, EGLE may not enforce the Owner's obligations outlined in these provisions.

Access – A provision granting rights of access to the department or other persons. These rights may include, but are not limited to, the right to enter the property for the purpose of monitoring compliance with the restrictive covenant, the right to take samples, and the right to implement response activities.

IN WITNESS WHEREOF,

The City of Buchanan, the current and legal Owner of the Property, has caused this Restrictive Covenant to be executed on this **[enter day of the month]** day of **[enter month]**, **[enter year]**.

The City of Buchanan

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF **Michigan**
COUNTY OF **Berrien**

The foregoing instrument was acknowledged before me this [date] by [name of individual].

Notary Public Signature

Prepared by:
[Enter the name of the person preparing the document]

When recorded return to:

[Enter the address to return the document to once recorded with the Register of Deeds]

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT 2

LIMITS OF LAND OR RESOURCE USE RESTRICTION

Memorandum



Date: November 5, 2025

To: Buchanan City Commission

From: Tony McGhee

Subject: Revision to City of Buchanan's Ordinance for Sewage Disposal

Background

A sanitary sewer lateral is the portion of the sewer line that connects an individual property's plumbing system to the City's main sewer line, typically running from the structure through the parcel and public right-of-way or street. The lateral carries wastewater from the property to the public sewer system.

In most communities, the property owner is responsible for the maintenance, repair, and replacement of their private sewer lateral, including the section that extends from the building to the connection point at the City's main line. This standard practice ensures that property owners are accountable for maintaining the private infrastructure that directly serves their property, while the City maintains the public portion of the sewer system.

For approximately two decades, it has been the City of Buchanan's policy that property owners bear responsibility for their sewer laterals. However, this responsibility has not been explicitly codified in the City's Sewage Disposal Ordinance, which can lead to confusion when issues arise.

Recommendation

City staff, in coordination with the City Attorney, have prepared an amendment to the City's Sewage Disposal Ordinance to formally codify this long-standing policy. The proposed amendment clarifies that:

- The property owner is responsible for the maintenance, repair, and replacement of the sewer lateral from the building to the point of connection with the City's sewer main.
- The City remains responsible for the operation and maintenance of the public sewer mains.

Memo Template

Codifying this policy provides clarity to both residents and staff, ensures consistent application of responsibility, and aligns the City's ordinance with common municipal standards across Michigan.

City staff recommends that the Buchanan City Commission approve the proposed amendment to the City's Sewage Disposal Ordinance to formally establish property owner responsibility for sewer laterals moving forward.

Attachment A: Current City Sewer Lateral Policy and Claim Form

Attachment B: Existing Ordinance with Proposed Changes in Blue

Attachment A



City of Buchanan

Sewer Backup Notice of Claim

In order to make a claim for damage or physical injury arising from sewage disposal or storm water system event

All claimants must provide the following information:

Name: _____ Date: _____

Address: _____ Telephone: _____

Address of property affected: _____

Please briefly describe the claim/event:

Date of discovery of property damages or physical injuries: _____

Please return to:
City of Buchanan
Attn: City Manager
302 N. Redbud Trail
Buchanan, MI 49107

An individual that has been injured or has suffered property damage as a result of a sewage disposal event must provide written notice of the event within 45 days after the date the damage or injury was, or in exercise of reasonable diligence should have been discovered. Failure to provide proper notice will bar your claim.

Office Use Only	
Date received: _____	
Forwarded to: _____	Date: _____
Forwarded to: _____	Date: _____

City of Buchanan Sewer Backup Policy

Purpose: State of Michigan Public Act 222 of 2001, as amended, requires that the City establish a policy for the processing of claims made by property owners for injury or property damage from the backup or overflow of sewers into or onto their properties. This Policy is in compliance with the requirements as set forth in PA 222 of 2001, which is incorporated herein and attached hereto.

Responsibility: The City may be responsible for a sewer backup if there is a blockage in the main line. The City does not own lateral lines or service leads. These are owned and are to be maintained by the property owner. (MCL 691.1416) Therefore, if there is a clog in any line that is not a main, it is the responsibility of the property owner. By State Law the City is immune from tort liability for overflow or backup of sewage disposal system unless the overflow or backup is a sewage disposal system event.

Valid Claims: Payment of a claim is not automatic. To have a valid claim, for which payment could be made, four conditions must be met:

1. There must be a defect in the design, construction, maintenance, operation or repair of the City's sewage collection or disposal system; and
2. The defect must have been the "substantial proximate cause" (50% or more) of the injury or damages; and
3. The City must have known, or should have reasonably known, about the defect; and
4. The City failed to take reasonable steps in a reasonable amount of time to repair, correct or remedy the defect.

Invalid Claims: The following are examples of a sewer system event that will likely result in the denial of any claims:

- Obstruction in a sewer lateral or lead that connects the property to the City's sewer main that was not caused by the City. **Maintenance of private sewer laterals is the responsibility of the property owner.**
- A connection to the City's sewer system on the affected property, including, but not limited to, a sump pump, building or foundation drain, surface drain, gutter or downspout.

Notifications: Property owners that experience a sewer backup or overflow and believe that the "substantial proximate cause" and liability rests with the City must meet the above four conditions for valid claims. They must also meet the following notification requirements to be eligible to receive any reimbursement for damages and other resulting expenses:

1. The claimant must immediately notify the City of a backup event and request a "Notice of Claim" packet.
 - a. If during normal business hours, Monday through Friday, contact the City office at (269) 695-3844.

- b. If after regular business hours, or on holidays or weekends, call the Buchanan Police Department Dispatch Center at (269) 695-5120, who will contact the appropriate persons for the claimant.
2. The City shall then provide the claimant, in writing, the necessary formal notification requirements.
3. The claimant must provide the City with a written notice of the claim within forty-five (45) days after the overflow or backup was discovered or when in the exercise of reasonable diligence the backup or overflow should have been discovered.
4. Written notice by claimants must contain the information required by section 19(2)(c) of Act 222 of 2001 or recovery of damages may be barred.
5. A claim form stating the required information and a copy of Act 222 of 2001 may be obtained at the City offices.
6. Claims should be mailed or delivered to:

Buchanan City Hall
Attn: City Manager
302 N. Redbud Trail
Buchanan, MI 49107

Questions: Contact the City offices at (269) 695-3844, or Mike Baker, Director of Public Service , at (269) 695-7547.

Act No. 222
 Public Acts of 2001
 Approved by the Governor
 January 2, 2002
 Filed with the Secretary of State
 January 2, 2002
 EFFECTIVE DATE: January 2, 2002

**STATE OF MICHIGAN
 91ST LEGISLATURE
 REGULAR SESSION OF 2001**

Introduced by Senators Johnson, Hammerstrom, Dunaskiss, Gougeon, Shugars, North and Bullard

ENROLLED SENATE BILL No. 109

AN ACT to amend 1964 PA 170, entitled "An act to make uniform the liability of municipal corporations, political subdivisions, and the state, its agencies and departments, officers, employees, and volunteers thereof, and members of certain boards, councils, and task forces when engaged in the exercise or discharge of a governmental function, for injuries to property and persons; to define and limit this liability; to define and limit the liability of the state when engaged in a proprietary function; to authorize the purchase of liability insurance to protect against loss arising out of this liability; to provide for defending certain claims made against public officers and paying damages sought or awarded against them; to provide for the legal defense of public officers and employees; to provide for reimbursement of public officers and employees for certain legal expenses; and to repeal certain acts and parts of acts," (MCL 691.1401 to 691.1415) by adding sections 16, 17, 18, and 19.

The People of the State of Michigan enact:

Sec. 16. As used in this section and sections 17 to 19:

- (a) "Affected property" means real property affected by a sewage disposal system event.
- (b) "Appropriate governmental agency" means a governmental agency that, at the time of a sewage disposal system event, owned or operated, or directly or indirectly discharged into, the portion of the sewage disposal system that allegedly caused damage or physical injury.
- (c) "Claimant" means a property owner that believes that a sewage disposal system event caused damage to the owner's property, a physically injured individual who believes that a sewage disposal system event caused the physical injury, or a person making a claim on behalf of a property owner or physically injured individual. Claimant includes a person that is subrogated to a claim of a property owner or physically injured individual described in this subdivision.
- (d) "Contacting agency" means any of the following within a governmental agency:
 - (i) The clerk of the governmental agency.
 - (ii) If the governmental agency has no clerk, an individual who may lawfully be served with civil process directed against the governmental agency.
 - (iii) Any other individual, agency, authority, department, district, or office authorized by the governmental agency to receive notice under section 19, including, but not limited to, an agency, authority, department, district, or office

responsible for the operation of the sewage disposal system, such as a sewer department, water department, or department of public works.

(e) "Defect" means a construction, design, maintenance, operation, or repair defect.

(f) "Noneconomic damages" includes, but is not limited to, pain, suffering, inconvenience, physical impairment, disfigurement, mental anguish, emotional distress, loss of society and companionship, loss of consortium, injury to reputation, humiliation, and other nonpecuniary damages.

(g) "Person" means an individual, partnership, association, corporation, other legal entity, or a political subdivision.

(h) "Serious impairment of body function" means that term as defined in section 3135 of the insurance code of 1956, 1956 PA 218, MCL 500.3135.

(i) "Service lead" means an instrumentality that connects an affected property, including a structure, fixture, or improvement on the property, to the sewage disposal system and that is neither owned nor maintained by a governmental agency.

(j) "Sewage disposal system" means all interceptor sewers, storm sewers, sanitary sewers, combined sanitary and storm sewers, sewage treatment plants, and all other plants, works, instrumentalities, and properties used or useful in connection with the collection, treatment, and disposal of sewage and industrial wastes, and includes a storm water drain system under the jurisdiction and control of a governmental agency.

(k) "Sewage disposal system event" or "event" means the overflow or backup of a sewage disposal system onto real property. An overflow or backup is not a sewage disposal system event if any of the following was a substantial proximate cause of the overflow or backup:

(i) An obstruction in a service lead that was not caused by a governmental agency.

(ii) A connection to the sewage disposal system on the affected property, including, but not limited to, a sump system, building drain, surface drain, gutter, or downspout.

(iii) An act of war, whether the war is declared or undeclared, or an act of terrorism.

(l) "Substantial proximate cause" means a proximate cause that was 50% or more of the cause of the event and the property damage or physical injury.

Sec. 17. (1) To afford property owners, individuals, and governmental agencies greater efficiency, certainty, and consistency in the provision of relief for damages or physical injuries caused by a sewage disposal system event, a claimant and a governmental agency subject to a claim shall comply with this section and the procedures in sections 18 and 19.

(2) A governmental agency is immune from tort liability for the overflow or backup of a sewage disposal system unless the overflow or backup is a sewage disposal system event and the governmental agency is an appropriate governmental agency. Sections 16 to 19 abrogate common law exceptions, if any, to immunity for the overflow or backup of a sewage disposal system and provide the sole remedy for obtaining any form of relief for damages or physical injuries caused by a sewage disposal system event regardless of the legal theory.

(3) If a claimant, including a claimant seeking noneconomic damages, believes that an event caused property damage or physical injury, the claimant may seek compensation for the property damage or physical injury from a governmental agency if the claimant shows that all of the following existed at the time of the event:

(a) The governmental agency was an appropriate governmental agency.

(b) The sewage disposal system had a defect.

(c) The governmental agency knew, or in the exercise of reasonable diligence should have known, about the defect.

(d) The governmental agency, having the legal authority to do so, failed to take reasonable steps in a reasonable amount of time to repair, correct, or remedy the defect.

(e) The defect was a substantial proximate cause of the event and the property damage or physical injury.

(4) In addition to the requirements of subsection (3), to obtain compensation for property damage or physical injury from a governmental agency, a claimant must show both of the following:

(a) If any of the damaged property is personal property, reasonable proof of ownership and the value of the damaged personal property. Reasonable proof may include testimony or records documenting the ownership, purchase price, or value of the property, or photographic or similar evidence showing the value of the property.

(b) The claimant complied with section 19.

Sec. 18. (1) Except as provided in subsection (2), economic damages are the only compensation for a claim under section 17. Except as provided in subsection (2), a court shall not award and a governmental agency shall not pay noneconomic damages as compensation for an event.

(2) A governmental agency remains subject to tort liability for noneconomic damages caused by an event only if the claimant or the individual on whose behalf the claimant is making the claim has suffered death, serious impairment of body function, or permanent serious disfigurement.

(3) In an action for noneconomic damages under section 17, the issues of whether a claimant or the individual on whose behalf the claimant is making the claim has suffered serious impairment of body function or permanent serious disfigurement are questions of law for the court if the court finds either of the following:

(a) There is no factual dispute concerning the nature and extent of the claimant's or the individual's injuries.

(b) There is a factual dispute concerning the nature and extent of the claimant's or the individual's injuries, but the dispute is not material to determining whether the claimant or the individual has suffered a serious impairment of body function or permanent serious disfigurement.

(4) Unless this act provides otherwise, a party to a civil action brought under section 17 has all applicable common law and statutory defenses ordinarily available in civil actions, and is entitled to all rights and procedures available under the Michigan court rules.

Sec. 19. (1) Except as provided in subsections (3) and (7), a claimant is not entitled to compensation under section 17 unless the claimant notifies the governmental agency of a claim of damage or physical injury, in writing, within 45 days after the date the damage or physical injury was discovered, or in the exercise of reasonable diligence should have been discovered. The written notice under this subsection shall contain the content required by subsection (2)(c) and shall be sent to the individual within the governmental agency designated in subsection (2)(b). To facilitate compliance with this section, a governmental agency owning or operating a sewage disposal system shall make available public information about the provision of notice under this section.

(2) If a person who owns or occupies affected property notifies a contacting agency orally or in writing of an event before providing a notice of a claim that complies with subsection (1), the contacting agency shall provide the person with all of the following information in writing:

(a) A sufficiently detailed explanation of the notice requirements of subsection (1) to allow a claimant to comply with the requirements.

(b) The name and address of the individual within the governmental agency to whom a claimant must send written notice under subsection (1).

(c) The required content of the written notice under subsection (1), which is limited to the claimant's name, address, and telephone number, the address of the affected property, the date of discovery of any property damages or physical injuries, and a brief description of the claim.

(3) A claimant's failure to comply with the notice requirements of subsection (1) does not bar the claimant from bringing a civil action under section 17 against a governmental agency notified under subsection (2) if the claimant can show both of the following:

(a) The claimant notified the contacting agency under subsection (2) during the period for giving notice under subsection (1).

(b) The claimant's failure to comply with the notice requirements of subsection (1) resulted from the contacting agency's failure to comply with subsection (2).

(4) If a governmental agency that is notified of a claim under subsection (1) believes that a different or additional governmental agency may be responsible for the claimed property damages or physical injuries, the governmental agency shall notify the contacting agency of each additional or different governmental agency of that fact, in writing, within 15 business days after the date the governmental agency receives the claimant's notice under subsection (1). This subsection is intended to allow a different or additional governmental agency to inspect a claimant's property or investigate a claimant's physical injury before litigation. Failure by a governmental agency to provide notice under this subsection to a different or additional governmental agency does not bar a civil action by the governmental agency against the different or additional governmental agency.

(5) If a governmental agency receives a notice from a claimant or a different or additional governmental agency that complies with this section, the governmental agency receiving notice may inspect the damaged property or investigate the physical injury. A claimant or the owner or occupant of affected property shall not unreasonably refuse to allow a governmental agency subject to a claim to inspect damaged property or investigate a physical injury. This subsection does not prohibit a governmental agency from subsequently inspecting damaged property or investigating a physical injury during a civil action brought under section 17.

(6) If a governmental agency notified of a claim under subsection (1) and a claimant do not reach an agreement on the amount of compensation for the property damage or physical injury within 45 days after the receipt of notice under this section, the claimant may institute a civil action. A civil action shall not be commenced under section 17 until after that 45 days.

(7) This section does not apply to claims for noneconomic damages made under section 17.

This act is ordered to take immediate effect.

Carol Morey Viventi

Secretary of the Senate.

Sam E. Randall

Clerk of the House of Representatives.

Approved _____

Governor.

GOVERNMENTAL LIABILITY FOR NEGLIGENCE (EXCERPT)
Act 170 of 1964

691.1416 Definitions.

Sec. 16. As used in this section and sections 17 to 19:

- (a) "Affected property" means real property affected by a sewage disposal system event.
- (b) "Appropriate governmental agency" means a governmental agency that, at the time of a sewage disposal system event, owned or operated, or directly or indirectly discharged into, the portion of the sewage disposal system that allegedly caused damage or physical injury.
- (c) "Claimant" means a property owner that believes that a sewage disposal system event caused damage to the owner's property, a physically injured individual who believes that a sewage disposal system event caused the physical injury, or a person making a claim on behalf of a property owner or physically injured individual. Claimant includes a person that is subrogated to a claim of a property owner or physically injured individual described in this subdivision.
- (d) "Contacting agency" means any of the following within a governmental agency:
 - (i) The clerk of the governmental agency.
 - (ii) If the governmental agency has no clerk, an individual who may lawfully be served with civil process directed against the governmental agency.
 - (iii) Any other individual, agency, authority, department, district, or office authorized by the governmental agency to receive notice under section 19, including, but not limited to, an agency, authority, department, district, or office responsible for the operation of the sewage disposal system, such as a sewer department, water department, or department of public works.
- (e) "Defect" means a construction, design, maintenance, operation, or repair defect.
- (f) "Noneconomic damages" includes, but is not limited to, pain, suffering, inconvenience, physical impairment, disfigurement, mental anguish, emotional distress, loss of society and companionship, loss of consortium, injury to reputation, humiliation, and other nonpecuniary damages.
- (g) "Person" means an individual, partnership, association, corporation, other legal entity, or a political subdivision.
- (h) "Serious impairment of body function" means that term as defined in section 3135 of the insurance code of 1956, 1956 PA 218, MCL 500.3135.
- (i) "Service lead" means an instrumentality that connects an affected property, including a structure, fixture, or improvement on the property, to the sewage disposal system and that is neither owned nor maintained by a governmental agency.
- (j) "Sewage disposal system" means all interceptor sewers, storm sewers, sanitary sewers, combined sanitary and storm sewers, sewage treatment plants, and all other plants, works, instrumentalities, and properties used or useful in connection with the collection, treatment, and disposal of sewage and industrial wastes, and includes a storm water drain system under the jurisdiction and control of a governmental agency.
- (k) "Sewage disposal system event" or "event" means the overflow or backup of a sewage disposal system onto real property. An overflow or backup is not a sewage disposal system event if any of the following was a substantial proximate cause of the overflow or backup:
 - (i) An obstruction in a service lead that was not caused by a governmental agency.
 - (ii) A connection to the sewage disposal system on the affected property, including, but not limited to, a sump system, building drain, surface drain, gutter, or downspout.
 - (iii) An act of war, whether the war is declared or undeclared, or an act of terrorism.
- (l) "Substantial proximate cause" means a proximate cause that was 50% or more of the cause of the event and the property damage or physical injury.

History: Add. 2001, Act 222, Imd. Eff. Jan. 2, 2002.

Popular name: Governmental Immunity Act

Attachment B



DRAFT PROPOSED ORDINANCE AMENDMENT – LATERALS
11/4/25

ARTICLE V. - SEWAGE DISPOSAL

Sec. 102-156. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

BOD means biochemical oxygen demand or the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter.

Building drain means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

Commercial wastes means the liquid or water-carried wastes from commercial establishments or those concerns engaged in buying, selling, or exchanging goods and/or services.

Director means the superintendent of wastewater treatment plant of the city under the direction of the city manager, or his authorized deputy, agent or representative.

Garbage means the waste from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Industrial wastes means the liquid or water-carried wastes from industrial processes as distinct from sanitary sewage.

mg/l means milligrams per liter.

Natural outlet means any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

pH means the logarithm of the reciprocal of the hydrogen ion concentration in grams per liter of solution.

Properly shredded garbage means garbage that has been shredded to such a degree that all particles shall be carried freely under the flow conditions normally prevailing in the public sanitary or combined sewer; with no particles larger than one-half inch in any dimension.

Public sewer means a sewer that is controlled by the city.

Sanitary sewage means the liquid or water-carried waste discharged from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, and commercial establishments where the public is served.

Sanitary sewer means a sewer to which stormwaters are not intentionally admitted.

Sewage means any liquid or water-carried waste from residences, business buildings, institutions, laboratories, industrial and commercial establishments, together with stormwaters as may be present.

Sewage disposal system or *system* means the complete sewage disposal system of the city, and shall be construed to include all plants, works, collecting mains, instrumentalities and properties, now or hereinafter existing, used or useful in connection with the collecting, pumping, disposal and treatment of sanitary sewage and industrial wastes, as now or hereafter added to, expanded or improved.

Sewage treatment plant means any arrangement of devices and structures used for treating sewage.

Sewer means a pipe or conduit for carrying sewage.

Storm drain or *storm sewer* means any drain or sewer, either natural or artificial, which is intended expressly for the conveyance of stormwater and uncontaminated industrial wastes.

Stormwater means that part of precipitation which reaches the sewers as runoff from the natural land surface, building roofs, or pavements or as groundwater infiltration.

Suspended solids means solids that either float on the surface of, or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering in accordance with standard laboratory procedure.

Wastewater means the same as or is equivalent to "sanitary sewage."

Watercourse means an open, natural channel in which a flow of water occurs either continuously or intermittently.

(Comp. Ords. Rev. 1991, § 25.002)

Cross reference- Definitions

generally, § 1-2. Sec. 102-157. -

Organization.

(a) The sewerage system of the city, including all property and employees in connection

therewith, shall be known as the Buchanan sewerage department, and shall be under the direction of the city manager.

- (b) Authority for construction, repair and maintenance of the sewage disposal system may be delegated by the city manager to the superintendent of environmental services.

The city treasurer shall collect all money due to the sewage department and shall maintain an accurate separate account of the same.

(Comp. Ords. Rev.

1991, § 25.001) Sec. 102-

158. - Management of

system.

- (a) The sewers of the department are under the exclusive control of the commission and no person other than agents or employees of the department shall disturb, tap, change, obstruct or interfere with them in any way.
- (b) Extensions of, or changes in the sewers shall be made only by the direction of the commission. Petition for the extension of old or construction of new sewers shall be addressed to the commission who will thereupon consider same and advise the petitioners of their decision. If the petition be granted, the commission shall stipulate the proportions of the cost to be borne by the petitioners and by the department.
- (c) Any person installing sewers at their own expense shall first submit plans and specifications for such work to the manager for state approval. After such plans and specifications have been approved the work shall be done under the supervision of the manager, who shall require such test made as he considers necessary, and shall accept the installation for the city before any sewer service pipe shall be placed in service. All inspection cost for such installation shall be paid by the party installing this sewer. The provisions of this subsection shall also apply to any installations of sewers outside the corporate limits of the city where permission may be granted by the commission to connect to the city sewers.

(Comp. Ords. Rev. 1991, § 25.003)

Sec. 102-159. - Scope of regulations.

The standards and regulations established in this article are deemed to be the absolute

minimum consistent with the preservation of the public health and safety and to fulfill the obligations of the city with respect to state and federal law and all rules and regulations adopted pursuant thereto. The discharge into any sewer in the city of any substance which exceeds the limitations contained in this article, or in any manner fails to conform, is hereby declared to be a public nuisance, and a violation of this Code.

(Comp. Ords. Rev. 1991, § 25.004)

Sec. 102-160. - Powers and authority of inspectors.

The director and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing in accordance with the provisions of this article. Any person who

applies for and/or receives sewer services from the city under this article shall be deemed to have consented to inspections pursuant to this section, including entrance upon that person's property at reasonable times to make inspections under this article.

(Comp. Ords. Rev. 1991,

§ 25.016) Sec. 102-161. -

Reserved.

Sec. 102-162. - Notice of violation.

Any person found to be violating any provision of this article shall be served by the city with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within or at the expiration of the period of time stated in such notice permanently cease all violations. Any person who shall continue any violation beyond the time limit provided shall be guilty of a violation of this Code.

(Comp. Ords. Rev. 1991, § 25.022)

Sec. 102-163. - Penalty.

Any person violating any of the provisions of this article shall be guilty of a misdemeanor, and upon conviction thereof before any court of competent jurisdiction shall be fined as prescribed in section 1-15 of this Code.

(Comp. Ords. Rev. 1991, § 25.023)

Sec. 102-164. - Protection of system from damage.

No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the municipal sewage works.

(Comp. Ords. Rev. 1991, § 25.015)

Sec. 102-165. -Application for service connection.

- (a) Before any connection shall be made to any sewer, application for same shall be made in writing to the department by the owner of the premises to be served, or by his or her authorized agent. A condition to the granting of a service connection shall be an agreement by the owner to abide by all of the rules and regulations of the department in all respects but more especially with those respecting the responsibility for payment for sewage disposal service.
- (b) That part of the sewer service pipe on private property shall be inspected by the department prior to covering the pipe. The fee for such inspection shall be set by resolution of the city commission.
- (c) Whenever the ownership of a premises changes, the use by the new owner or his or her agent or tenant of any of the facilities of the department shall be prima facie evidence that the new owner agrees to abide by the rules and regulations of the department and requirements of this article, but more especially with those respecting the responsibility for the payment for sewage disposal service.

(Comp. Ords. Rev. 1991,

§ 25.018) Sec. 102-166. -

Payment for service.

- (a) Bills for sewage disposal service shall be levied on each lot or parcel of land, building or premises having access to any sewer, or discharging sewage or waste into the sewage system, either directly or indirectly. These sewage disposal bills may be rendered with the water bills and made payable at the same time and under the same conditions as for the water bills.
- (b) Billing for water consumption as provided for in another ordinance, and for sewage disposal as provided by this article shall not be severable but shall be paid as one

bill.

- (c) The rates charged for sewage disposal service shall be established by resolution of the city commission. The sewer rates shall be independent of the water rates.

(Comp. Ords. Rev. 1991, § 25.019)

Sec. 102-167. - Use of sewage disposal system.

No person shall discharge or cause to be discharged any material or waste into the sewage disposal system except in compliance with section 102-211.

(Comp. Ords. Rev. 1991, § 25.005)

Sec. 102-168. - Interceptors.

- (a) Grease, oil and sand interceptors shall be provided for the handling of liquid wastes containing grease or oil in excessive amounts, or any flammable wastes, sand and other harmful ingredients. All interceptors shall be of a type and capacity approved by the director, and shall be located so as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperatures. They shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight.
- (b) Where installed, all grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.

(Comp. Ords. Rev. 1991, §§ 25.006, 25.007)

Secs. 102-169-102-173. - Reserved.

Sec. 102-174. - Storm sewer system.

No person shall discharge or cause to be discharged into any storm sewer or natural or artificial watercourse, waters or wastes other than stormwater or uncontaminated industrial wastes as heretofore defined, except upon special agreement or arrangement with the city, which may seek review by the appropriate state or local agency.

(Comp. Ords. Rev. 1991, § 25.014)

Sec. 102-175. - Sewer and drain connections required.

The owner or occupant of any property situated within the city upon which is located a structure or structures in which water is used or available for household, commercial, industrial or other purposes shall, at his own expense, cause such property to be connected to an available public sanitary sewage collection facility. Such owner or occupant shall also be required to install suitable toilet facilities within such structures.

(Comp. Ords. Rev. 1991, § 25.017)

Sec. 102-176. - Disposal of waste from private systems at sewage treatment plant.

Any water or waste discharged into the sewage disposal system shall comply with the requirements of section 102-211.

(Comp. Ords. Rev. 1991, § 25.020)

Sec. 102-177. - ~~Reserved~~ Sewer Laterals and Appurtenances

- (a) The property owner shall maintain, at its, his or her expense, the sewer lateral to ensure continuous flow of sewage from the structure to the sewer main, local collector, trunk or interceptor sewer, and shall be responsible for all maintenance and/or replacement of lateral sections existing between the structure and the public sewer line. The property owner is responsible for its lateral from its structure to the sewer main, local collector, trunk or interceptor sewer even if the lateral is located underneath a city street or right-of-way. In the event that a sanitary service pipe is in need of repair or is otherwise nonconforming with the law or any rules and regulations adopted by the city or under this article, and the property owner fails to correct the nonconformity after being provided notice, and in the sole judgment of the city, it is in the interest of public health, safety or welfare to initiate and manage the correction, the city may cause the same to be connected, repaired or replaced and collect the cost thereof, plus a five percent administrative fee, up to a maximum of \$_____.00, from the property owner by an action at law, or may charge the same as a special assessment against the lands and premises served by the water service pipe and collected in the same manner as an ad valorem property tax, charged upon and collected with the next practical property tax roll immediately following the correction. Performance of such work by the city shall not relieve any person from the penalties otherwise prescribed by law or as set forth in this article.
- (b) Whenever a sewer lateral is to be extended into the premises, the plumber or contractor may obtain location measurements from the city. However, the city does not assume responsibility for the accuracy of such location measurements. Existing sewer service laterals may be used

in connection with new buildings only if they are found, on examination and test by the director to meet all requirements of this chapter and other applicable laws and regulations. If an inspection by the city reveals that a connection may create a health or environmental hazard, nuisance, or is otherwise inconsistent with the purposes and requirements of this chapter, the sewer service lateral shall be reconstructed or repaired at the owner's expense.

- (c) There shall not be more than one structure served by a single sewer lateral connection, except with approval of the city manager.
- (d) When a structure is to be demolished, satisfactory arrangements shall be made by the property owner with the city to disconnect and seal the sewer lateral at the property line or at the point designated by the city at the property owner's sole expense. The lateral disconnection shall be inspected by the city prior to sealing. Failure to make arrangements for inspection and the proper termination of the connection shall cause the City Manager to order excavation of the lateral for the required inspection with all associated costs to be assessed against the property owner.
- (e) Roof drains shall not be connected to the system. The City Manager shall order the immediate disconnection of all such connections. The owner of the premises shall be responsible for any and all costs associated with these disconnections and all costs including, but not limited to, legal and inspection service required to enforce provisions of this chapter. Each day the owner fails to comply with such order shall constitute a separate violation of this section.
- (f) Footing drains shall not be connected to the system on any structure. The City Manager shall order the immediate disconnection of such connections. The owner of the premises shall be responsible for any and all costs associated with these disconnections and all costs including, but not limited to, legal and inspection service required to enforce provisions of this chapter. Each day the owner fails to comply with such order shall constitute a separate violation of this section.
- (g) Basement waterproofing systems shall not be connected into the sewer system or discharged in such a manner as to cause a public or private nuisance. Prior to installation of a basement waterproofing system, the property owner, or the owner's contractor, must obtain a permit from the city. The waterproofing system must be inspected and approved by the city prior to putting the system into operation. The city manager may order the owner to discontinue the discharge of water from a basement waterproofing system. Each day the owner fails to comply with such order shall constitute a separate violation of this section.

Sec. 102-178. - User charges.

- (a) *Established.* Pursuant to Section 601-34, Industrial Waste Treatment, Title 18, Chapter V, Federal Register, Volume 35, No. 128, Thursday, July 2, 1970, user charges for operation and maintenance of publicly owned treatment works are herein established. The operation and maintenance costs shall include debt retirement.
- (b) *Implementation.* Implementation of user charge system assures that each recipient of waste treatment services will pay its proportionate share of the costs of operation and maintenance of treatment works provided by the city.
- (c) *Definition of industrial user.* The industrial user shall mean any industry identified in the Standard Industrial Classification Manual, Bureau of the Budget, 1967, as amended and supplemented, under the category Division D-Manufacturing, and such other wastes as deemed appropriate by the city commission. A user listed in the said division may be excluded if it is determined that it will introduce primarily segregated domestic wastes or wastes from sanitary conveniences.
- (d) *Factors influencing share.* An industrial user's share shall be based on all factors which significantly influence the cost of the treatment works. Factors such as strength, volume and delivery flow rate characteristics shall be considered and included to ensure a proportional distribution of the operation and maintenance costs allocable to all industrial users of the treatment works.
- (e) *Adjustment of share.* When a substantial change in the strength, volume or delivery flow rate characteristics occurs in the wastewater introduced to the treatment works by an industrial, institutional or commercial user, such user's share shall be adjusted accordingly to generate revenue adequate to treat the wastewater contributed by such user.
- (f) *Formula for charges.* Users of the sewage disposal system shall be charged a wastewater collection and treatment rate based on the quantity formula, subject to surcharges for higher strength wastewater in accordance with the amended rate ordinance.
- (g) *Estimates.* Any residential, industrial, commercial or institutional user subject to a user charge shall furnish, as and when requested by the city commission, an estimate of the volume discharged into the wastewater treatment systems; and an estimate of the representative value of the strength of the waste, BOD and suspended solids discharged, whether or not such amounts are in excess of the permitted amount. All measurements, tests and analyses of the characteristics of such

wastewater shall be determined in accordance with this chapter or by other methods generally accepted under the established sanitary engineering practices and approved by the superintendent. The reports submitted shall be subject to certification by the superintendent, but may serve as the basis for billing with all necessary adjustments in the amounts to be made after verification. If an analysis and volume of the waste is not furnished to the city commission in the specified time, the charges shall be based upon estimates made by the superintendent, and approved by the city commission. The superintendent shall have the right at any reasonable time to enter upon the land of the user to set up such equipment as is necessary to verify the reports submitted. In cases where measurements are difficult to make, or the industrial waste composition changes frequently, or representative samples are difficult to get or where other methods of measurements are necessitated for other sound engineering reasons as determined by the superintendent, the superintendent shall have the authority to use such other basis for determining said charges as shall be reliably indicative of volume and BOD and SS strength of the particular industrial waste, such as, but not limited to, water purchase or usage, character of products, comparisons between the subject data and collection data from like persons. All billings for said charges shall be payable within ten days after mailing of billings. All payments made, based upon the reports submitted, shall become final unless verification is made and notice given by the superintendent of necessary adjustments within one year of the payment. Underpayment of charges based on errors in users' reports and estimates shall be billed forthwith on ascertainment thereof. Overpayment of charges arising from any cause shall first be applied to unpaid billings and then the excess forthwith refunded.

- (h) *Billing estimates.* The superintendent shall have the authority to estimate the volume and strength of the industrial waste in the event the user subject to the rate and charges fails to file a timely report as provided in this section. The estimates shall be based upon analyses and volumes of a similar installation or the amount of water supplied to the premises by the water utility, the amount of water supplied to the premises by any private sources of water or volume and analysis as determined by measurements and samples taken by the superintendent or an estimate determined by the superintendent by any combination of the foregoing or by any other equitable method. Failure to file written objection to such estimates within ten days after the mailing of written notice thereof of the user liable therefor shall constitute a waiver of any right to object or appeal the estimates made by the

superintendent pursuant to this section.

- (i) *Appeals to the city commission.* Any user may appeal the charges assessed against him to the city commission and shall have a hearing upon the following conditions:
 - (1) That the user submits estimates or authorizes the superintendent to make such estimates.
 - (2) That the user has good cause to believe that the charges assessed are in error.
 - (3) That notice in writing has been given to the city commission within 180 days of receipt of the charges in question.

The city commission shall notify the user making the appeal of the time and place when his appeal will be heard. Upon evidence sufficient to the city commission submitted at the hearing that the charges are in error, the city commission shall make adjustments in the charges. Adjustments may be in the form of a refund or a credit against subsequent assessments of the charges provided for in this article.

- (j) *Rate review.* The city commission shall cause an annual report to be made concerning the effect of the user charge system on the various classes of users. Such report shall include the amount, character and strength of the wastes discharged into the sewerage system and accounting of the revenues produced by the various classes of users. The city commission may appoint a committee to aid and assist in the preparation of the report and the committee membership may include representatives of various classes of users and other persons professionally qualified to work on the committee as determined by the city commission. If the revenues are shown in the report to be inequitable, the city commission will review the user charges and cause the necessary adjustments to be made in the rate structure.

(Comp. Ords. Rev. 1991, § 25.029)

Secs. 102-179-102-200. - Reserved.

Memorandum



Date: November 5, 2025
To: Buchanan City Commission
From: Tony McGhee
Subject: Contract Award for Home at 514 Moravia

Background

The City of Buchanan CDBG Home Repair Program represents a key initiative in improving housing quality and supporting neighborhood revitalization within the Buchanan community. This program stems from the Niles-Buchanan Regional Strategic Plan, a comprehensive framework designed to enhance regional economic development and community vibrancy.

The project began with an available budget of \$328,500 for home repairs and is funded through the Michigan State Housing Development Authority (MSHDA) and the U.S. Department of Housing and Urban Development (HUD) via Community Development Block Grant (CDBG) funds totaling \$260,000, supplemented by contributions from local partners such as the Michigan Gateway Community Foundation, Corewell, and AEP. These combined resources reflect a shared commitment to improving housing and quality of life in Buchanan.

The CDBG CHILL Home Repair Program assists qualified homeowners in making critical health and safety improvements to single-family homes. Eligible repairs include those that address emergency conditions, code violations, accessibility needs, and essential housing system upgrades. By improving the safety and habitability of homes, the program supports the City's broader revitalization goals—reducing blight, stabilizing neighborhoods, and increasing property values.

Through support from local foundations, the City has also partnered with enFocus, a regional nonprofit organization that connects recent local college graduates with community development projects. This partnership provides technical and administrative support for the housing program while advancing local workforce and community development goals.

Memo Template

The homeowner at 514 Moravia has successfully completed all program requirements and has been approved for participation in the CDBG CHILL Home Repair Program. The Ramsay Group, the City's program consultant, has verified all required documentation, including proof of income, ownership, and identification. In accordance with program guidelines, participating households must not exceed 80% of the area median income, and projects over \$10,000 require a five-year forgivable lien on the property.

Following a formal bidding process that included four bid periods, one response was received. The project received a bid from Cameron's Construction in the amount of \$36,907. The lowest and best bid was reviewed and recommended by City staff and the consultant. The bid received works within the budget and available funds from the State of Michigan.

Recommendation

City staff recommends that the Buchanan City Commission award a 2025 CDBG CHILL Home Repair Program contract to Cameron's Construction in the amount of \$36,907 for the rehabilitation of one residential property located at 514 Moravia, and authorize the City Manager to execute all necessary contract documents.

Attachment A: Bid Package and Contractor Bid**Attachment B: Contract and Notice to Proceed**

Attachment A





September 15, 2025

City of Buchanan Community Development
302 N Redbud Trail
Buchanan, MI 49107

Dear Sirs,

Thank you for the opportunity to be involved with your CDBG Home repair program. We are very interested in participating with your bid process and potentially serving families selected in your program.

Camerons Construction, LLC was established in 2016. I obtained my Michigan builder's license that same year and registered as a contractor in South Bend. Over the years, five of our adult children have worked on jobs with me. It has been a great privilege to mentor and observe their development and interests.

Over the past nine years we have completed hundreds of jobs. I believe our success has been attributed to good communication, following through on promises, project management and delivering excellent results. Our range of work is very diverse- from smaller jobs that may require a day or two, to more extensive jobs involving licensed sub contractors that require several months to complete. Most of our work has focused on bathrooms, basements and kitchens. We have completed several additions.

We have been fortunate to have a business relationship with Functional Homes, Inc out of St. Joseph, MI. Karen Koch, the owner, is an occupational therapist, and consults on home modifications to create safe spaces and home modifications to enable disabled or higher risk elderly people to remain in their homes. Most of our work to help with barrier free environments have been commissioned through Functional Homes.

Here are some references

Karen Koch	269-615-2559	decks, ramps, home mods & barrier free showers, additions
Ann Young	269-683-4700	Niles community development ADA bathroom projects
Jerry Bickel	574-229-3541	deck, trim repair, door replacements
Mario Ellis	708-601-3299	basement modification, kitchen and bathroom
Barb Evans	269-470-0544	deck repair and painting
Chris White	574-849-1514	home repairs and modifications
Joan Ball	574-360-7252	bathroom remodel, repairs

Regards,

Mike Cameron

Camerons Construction, LLC
269-487-6518

71162 Ironwood Drive
mike@cameronsconstruction.com

Niles, Michigan 49120



Camerons Construction, LLC
 71162 Ironwood Drive
 Niles, MI 49120
 269-487-6518
 mike@cameronsconstruction.com

Estimate

Date

Estimate No.

9/18/2025

2872

Name/Address

City of Buchanan Community Development
 302 N Redbud Trail
 Buchanan, MI 49107

Description	Qty	Total
514 Moravia ADA bathroom project		
Remove bathroom vanity, Remove toilet Remove tub and surround. Remove all wall and ceiling drywall. inspect framing, walls and ceiling ares for moisture damage. Advise of additional repairs if required Add additional supports for safety grab bars around shower area. Enlarge door to 36 inch width (limited space may necessitate a 32 inch door). Remove debris.		4,300.00
lumber and materials		600.00
Licensed electrician to provide labor and materials to move light switch and bath fan controls to clear new doorway width. Add overhead lighting above shower. Rough in exhaust fan.(fan allowance \$ 175)		2,500.00
Licensed plumber to provide labor and materials (supply and drain) to modify supply and drain lines for new shower install rough in. Modify sink plumbing to meet ADA sink requirement		2,550.00
Delta T 27867 Dual function shower valve trim and valve R 22000, ADA adjustable slide grab bar and wand	1	925.00
Install 60 x 36 barrier free shower with .75 inch beveled threshold (left drain)		1,640.00
Best Bath (5LBS6030FB75B)fiberglass shower with "subway" tile look. Left drain. luxurious polyester gelcoat finish. Full plywood backing on all walls for outstanding strength. Curtain rod kit and brackets, white vinyl weighted shower curtain with rings, water stopper kit. Fold down shower bench. safety grab bars entry and near shower seat.		5,825.00
labor and materials to reinsulate walls and ceiling		1,250.00
Total		

I/we authorize Camerons Construction, LLC to obtain materials and perform work described above. Changes in materials or scope of work may result in additional charges. Partial payment of 50% to begin work and balance will be paid at completion of work.

Signature

Date



Cameron's Construction, LLC
 71162 Ironwood Drive
 Niles, MI 49120
 269-487-6518
 mike@cameronsconstruction.com

Estimate

Date	Estimate No.
9/18/2025	2872

Name/Address

City of Buchanan Community Development
 302 N Redbud Trail
 Buchanan, MI 49107

Description	Qty	Total
Labor and materials to install moisture resistant drywall on walls and ceiling, tape, mud and finish smooth		2,722.00
Prime and paint ceiling and walls		775.00
Primer and mold resistant paint		175.00
labor and materials to install Inverness Travertine 22 mil skidproof, waterproof (allowance \$ 150)		490.00
Labor to trim out shower and wall sink and install toilet, inspect for leaks		850.00
Kohler ADA 1.28 GPF elongated toilet bowl chair height (17-19 inches)		250.00
Elite wall mounted sink, soft under lavatory protector and faucet		450.00
labor and materials to trim out electrical, lighting, exhaust fan, and gfi		650.00
Labor and materials to modify and install medicine cabinet (\$ 225 allowance for cabinet)		450.00
Labor and materials to install safety bars including floor to wall safety bar near toilet		275.00
Permits		350.00
Dumpster/debris		400.00
Total		\$27,427.00

I/we authorize Cameron's Construction, LLC to obtain materials and perform work described above. Changes in materials or scope of work may result in additional charges. Partial payment of 50% to begin work and balance will be paid at completion of work.

Signature

Date

Estimate

Date	Estimate No.
9/21/2025	2878

Name/Address

City of Buchanan Community Development
302 N Redbud Trail
Buchanan, MI 49107

[illegible]

I/we authorize Camerons Construction, LLC to obtain materials and perform work described above. Changes in materials or scope of work may result in additional charges. Partial payment of 50% to begin work and balance will be paid at completion of work.

Signature

Date _____

Estimate

Date	Estimate No.
9/21/2025	2877

Name/Address

City of Buchanan Community Development
302 N Redbud Trail
Buchanan, MI 49107

[illegible]

I/we authorize Camerons Construction, LLC to obtain materials and perform work described above. Changes in materials or scope of work may result in additional charges. Partial payment of 50% to begin work and balance will be paid at completion of work.

Signature

Date _____



September 15, 2025

City of Buchanan CDBG Program

RE: Construction time line for bathroom modification for 514 Moravia .

Description of Activity	Time required
Receive deposit apply for building permit	1 day
Place order for barrier free 36 x 60 shower from Best Bath	3-4 weeks
Remove existing bath open to studs, remove bathroom fixtures, remove flooring, remove wall and ceiling coverings inspect for moisture and or damage	3 days
Widen door way to 32 inches	1 day
Licensed plumber to modify drain and install supply lines, valve	2 day
Rough in Plumbing inspection process	7 - 10 days
Electrician to modify electrical and Install waterproof recessed lighting over shower	1 day
Electrical inspection process	5-7 days
Rough in Building inspection process	3-5 days
Install moisture resistant drywall on walls and ceiling, mud seams, finish smooth	7 days
Prime and paint walls and ceiling	2 days
Install shower base and shower walls	2 day
Install flooring and trim	2 day
Plumber to trim out plumbing	1 day
final plumbing inspection process	3-5 days
Final electrical inspection	3-5 days
Install safety bars, shower curtain and accessories	1 day
Final building inspection process	3-5 days

Camerons Construction, LLC
269-487-6518

71162 Ironwood Drive
mike@cameronsconstruction.com

Niles, Michigan 49120

Construction time line of 57–70 business work days (12-15 weeks) based upon no hidden repairs required or additional work added to scope. To minimize down time for home owner, job demolition will not begin until all bathroom fixtures are on site. Above time line anticipates that licensed tradesman will be secured with deposit and confirmed start date to keep above lead times. Inspection processes are loose. Inspectors are covering larger geography and are available for inspections on certain days.

CITY OF BUCHANAN, MICHIGAN



2025 CDBG

*CDBG Housing Improving Local Livability (CHILL) Program
Bid Package: General Contractor, Multiple Projects- 514 Moravia*

CONTENTS:

Advertisement For Bids
Specifications & Packages
Non-Discrimination Certificate
Instructions To Bidders
Contract with CDBG General Conditions

City of Buchanan
Community Development
302 N Redbud Trail | Buchanan, MI 49107
269-695-3844

ADVERTISEMENT FOR BIDS
CITY OF BUCHANAN, MICHIGAN

CDBG Housing Improving Local Livability (CHILL) Program
Bid Package: General Contractors, Multiple Projects- 514 Moravia, Buchanan, MI 49107

Sealed proposals will be received by the City of Buchanan, Michigan in the office of the City Clerk until 10:00 AM Local Time September 22, 2025, at which time and place the proposals will be publicly opened and read aloud for the home repair work consisting outlined in the specifications that can be found online at: <https://www.cityofbuchanan.com/rfps>

The proposal as well as the plans and specifications under which the work will be done are on file and may be examined at the City Clerk's Office, City Hall, 302 N Redbud Trail | Buchanan, MI 49107 (269-695-3844). Copies thereof may be obtained electronically from the Community Development Department.

This is a project funded through the US Department of Housing and Urban Development, CDBG Program. All bidders are required to sign a certification that they will comply with all Federal and State non-discrimination laws and regulations.

The City reserves the right to reject any or all proposals, to waive irregularities in proposals and to accept the proposal that in the opinion of the City Council is most advantageous to the City.

No bid shall be withdrawn after the opening of bids for a period of thirty (30) days after the scheduled time of receiving bids.

CITY OF BUCHANAN
Tony McGhee
City Manager

City of Buchanan – CDBG Housing Improving Local Livability (CHILL) Program – **General Contractor, Multiple Projects Bid Specification Packages 514 Moravia**

NOTICE: For each item below, the undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Advertisement, the Form of Proposal, Specifications and Plans on file with the City Clerk, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required to remove and replace concrete sidewalk and related work at various locations in the City of Buchanan all in accordance with the specifications as prepared for the following named unit prices to wit:

Address: 514 Moravia, Buchanan, MI 49107

1. Ceiling Repairs

Scope of Work

A. Initial Inspection and Assessment

- Conduct a thorough inspection of the existing ceiling to identify all visibly and structurally compromised areas.
- Determine if damaged areas are localized (spot repair) or if the ceiling requires full replacement.
- Document findings with photos and brief descriptions; submit to owner for review.

B. Spot Repair (if applicable)

- Unless contractually agreed upon, carefully remove damaged ceiling sections only, otherwise remove all sections.
- Install new ceiling material matching the existing type, thickness, and finish as closely as possible.
- Tape, mud, sand, and finish seams for a seamless blend.
- Prime and paint repaired areas to match existing ceiling color and sheen.

C. Full Ceiling Replacement (if required)

- Remove and dispose of entire ceiling surface material (e.g., drywall, plaster, tile).
- Replace with new material compatible with the existing structure and design.
- Reinstall any ceiling-mounted fixtures or components (e.g., lights, vents).
- Finish all joints and seams smooth.
- Apply primer and two coats of ceiling paint.

D. Cleanup and Disposal

- Protect floors, furniture, and surrounding areas during work.
- Remove all debris and materials offsite upon job completion.
- Perform a final cleaning of the workspace.

Materials

Contractor shall provide materials of equal or greater quality than existing ceiling:

- Ceiling panels or gypsum board (1/2" or 5/8", as appropriate)
- Joint compound, tape, primer, and paint
- Ceiling-compatible fasteners and adhesives
- Additional framing or blocking as needed for ceiling support

Workmanship Standards

- Work must comply with applicable building codes and standards.

- Ceiling surface shall be level, smooth, and free of defects.
- Color and texture matching must be visually uniform.

2 Entryway Upgrades

Scope of Work

1 Door Removal:

- Carefully remove the existing entry doors and storm doors (total of [1] sets).
- Remove all associated hardware, frames, thresholds, and trim as necessary.
- Dispose of all old materials and debris in accordance with local regulations.

2 New Door Installation:

- Install new pre-hung exterior entry doors (fiberglass, steel, or wood as selected by the homeowner).
- Doors must be ENERGY STAR rated and appropriate for residential exterior use.
- Include weather stripping, threshold, and adjustable sill as part of the door assembly.
- Install matching hardware (handles, locks, deadbolts) supplied by either contractor.
- Ensure doors are properly sealed, level, and open/close without obstruction.

3 Storm Door Installation:

- Install new storm doors (aluminum, full-view, mid-view, or ventilating style as chosen).
- Storm doors must match entry door dimensions and include hydraulic closers, latches, and screens.
- Ensure proper alignment and sealing of storm doors for smooth operation and weather resistance.

4 Trim and Finish Work:

- Replace or install new interior and exterior casing/trim as needed to complete the installation.
- Caulk and seal all joints to prevent drafts and water intrusion.
- Paint or stain new trim and touch-up any disturbed areas if requested (note as optional line item).

5. Materials and Products

- All materials used must be new, code-compliant, and of professional grade.
- Entry doors must include:
 - Insulated core
 - Composite jambs or rot-resistant framing
 - Factory finish
- Storm doors must include:
 - Full-length piano hinges or heavy-duty alternatives
 - Tamper-resistant hardware
 - Screens if ventilating style is selected

Contractor is responsible for verifying door measurements prior to ordering and installation.

5. Site Protection and Cleanup

- Protect flooring, walls, and surrounding finishes during removal and installation.
- Clean up and remove all debris daily and upon completion.
- Leave work areas in broom-clean condition.

7. Warranty Requirements

- Minimum 1-year warranty on labor and installation.
- Provide manufacturer warranty information for all new doors and hardware.

Any workmanship issues within the warranty period must be corrected at no additional charge.

3. ADA Upgrades Scope of Work

The contractor shall furnish all labor, materials, equipment, tools, supervision, permits, and services necessary to construct a fully ADA-compliant bathroom. The work includes, but is not limited to, demolition (if applicable), structural modifications, plumbing, electrical, carpentry, and finish work as outlined below:

1. Entryway Modification

- Widen existing entryway to provide a minimum clear width of 36 inches.
- Install an ADA-compliant door with lever handle hardware and no threshold greater than ½ inch.
- Ensure doorway has appropriate maneuvering clearance as per ADA Standards (minimum 60 inches where applicable).

2. ADA Walk-In Shower

- Install a roll-in or transfer-type ADA-compliant walk-in shower per 2010 ADA Standards, with minimum dimensions of 36" x 60".
- Include slip-resistant flooring, a fold-down seat, grab bars (horizontal and vertical), and a handheld showerhead mounted on a vertical bar.
- Ensure water controls are operable with one hand, require no tight grasping, and are located within ADA-reach ranges.
- Install a trench or low-profile drain to avoid water runoff.

3. ADA Toilet Installation

- Install a wall-mounted or floor-mounted toilet set at a seat height of 17–19 inches.
- Provide a minimum 60-inch wide clear floor space around the toilet for side or front approach.
- Install horizontal grab bars (minimum 36 inches long behind the toilet and 42 inches long on the adjacent side wall), mounted 33–36 inches above the floor.
- Ensure flush controls are located on the open side and meet ADA operability standards.

4. ADA Vanity and Sink

- Install wall-mounted or open-bottom ADA-compliant vanity allowing for knee and toe clearance:
 - Minimum 27" high clearance underneath.
 - Countertop not exceeding 34" in height.
- Provide a sink with insulated or protected pipes underneath.
- Ensure faucet is operable with one hand, and does not require tight grasping, pinching, or twisting of the wrist (e.g., lever or motion sensor).

5. ADA Mirror

- Install mirror with the bottom edge of the reflective surface no more than 40 inches above the finished floor.
- Mount securely and ensure it meets all ADA mounting and safety standards.

6. Structural Integrity

- Inspect all existing subfloors, walls, and framing in the renovation area.
- Replace or reinforce any damaged or deteriorated studs, joists, floorboards, or wall boards.
- Install moisture-resistant wall board (cement board or equivalent) in wet areas such as around the shower and sink.

7. Flooring and Wall Finishes

- Install non-slip, waterproof flooring.
- Transition strips (if required) must be ADA-compliant.
- All wall surfaces must be finished with water-resistant paint or tile as specified by the owner.

8. Electrical and Lighting

- Install GFCI-protected outlets per code.
- Mount light switches and controls within ADA-reach ranges (15"–48" above the floor).
- Provide adequate task and ambient lighting.

9. Permits and Compliance

- Contractor is responsible for obtaining all necessary building permits.
- All work must comply with:
 - ADA 2010 Standards for Accessible Design
 - Local and state building codes
 - Plumbing and electrical codes

Pricing Packages

1 Ceiling Repairs/Replacement:	\$ 6,30.00
2 Entryway Upgrades	\$ 2,925.00
3 ADA Bathroom Upgrades	26,727.00
Permits	\$ 350.00
Dumpsters	\$ 775.00
Total of Alternate Bids	\$
Total Estimate with Alternate Bids.	\$ 36,907.00

BIDDER'S EXCEPTIONS OR COMMENTS MAY OR MAY NOT BE ACCEPTED:

Proposal requires minimum of 12 weeks (Four weeks for Material delivery)
 General Contractor has knee surgery December 1. To Minimize
 downtime for homeowner, it is best to have materials on site (order Dec 1
 or before)

SUB-CONTRACTORS: Town & Country Plumbing & Electric

PROJECTED COMPLETION DATE: February 28, 2026

LIST **NUMBER OF EMPLOYEES** YOU PLAN TO HAVE SIGNIFICANTLY INVOLVED WITH THIS PROJECT AT ANY ONE TIME: 3

CONTRACTOR REQUIREMENTS

- The contractor must be licensed and insured.
- Must comply with all applicable building codes and standards.
- Work must be performed during agreed-upon hours to minimize disruption.
- Contractor is responsible for any damages caused during installation.

WARRANTY & FINAL INSPECTION

- Contractor shall provide a one-year warranty on labor.
- Manufacturer's warranty on the fixtures must be honored.
- Final inspection will be conducted upon project completion to ensure compliance.

The undersigned affirms that in making such proposal neither he nor any company that he may represent nor anyone in behalf of him or company directly or indirectly has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such proposal is made without regard or reference to any other bidder or proposal and without agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that if the foregoing proposal shall be accepted by the Homeowner and the City, he will, within ten (10) consecutive calendar days after receiving notice of acceptance of such proposal, enter into contract, in the appropriate form, to furnish the labor, materials, equipment, tools, and construction equipment necessary for the full and complete execution of the work, at and for the price named in his proposal. The undersigned hereby agrees that if this foregoing proposal shall be accepted by the said City he will complete the entire work of this contract by July 30, 2025.

In interest of expediting the award of this contract the undersigned will be required to show that he has performed work similar to that included under the proposed contract for which his proposal is offered.

In submitting this bid it is understood that the right is reserved by the Homeowner and/or the City of Buchanan to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) days after the opening thereof.

For each item above, the undersigned, having familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Advertisement, the Form of Proposal, Specifications and Plans on file with the City Clerk, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all the work required to remove and replace concrete sidewalk and related work at various locations in the City of Buchanan all in accordance with the specifications as prepared for the following named unit prices

Dated and signed at _____, State of _____.

<u>Camerans Construction, LLC</u>	<u>Michael S. Cameron, Sr</u>
Company	Name of Bidder
<u>M</u> Owner, General Signature Of Bidder, Title <u>contractor</u>	<u>09/20/2025</u>
	Date
<u>71162 Ironwood Dr. Niles, MI</u>	<u>Mike @ cameransconstruction.com</u>
Business Address <u>49120</u>	Email Address of Primary Contact
<u>269-487-6518</u>	
Telephone Number	

CERTIFICATION OF NON-DISCRIMINATION

Cameron's Construction, LLC
Company

Michael S. Cameron, Sr
Name of Bidder

71162 Ironwood Drive Niles, MI 49120
Business Address

Please Check One

A. Contractor ☒ B. Supplier ☐ C. Other ☐

Project/Product Description

CDBG Housing Improving Local Livability (CHILL) Program

The undersigned certifies that for the above referenced service(s)/product(s) performed for or furnished to the City of Buchanan:

1. The undersigned does not discriminate in the purchase of materials or in the hiring of personnel, or in the sub-contracting of personnel, on the basis of religion, race, color, national origin, sex, age or handicap.
1. That all Federal and State statutes and regulations pertaining to discrimination on the basis of religion, race, color, national origin, sex, age or handicap have been and shall continue to be fully observed.
2. The undersigned will indemnify and hold harmless the City of Buchanan, its agents and employees, from any and all liability founded upon a claim of violation of Civil Rights or affirmative action regulations pertaining to discrimination.


Signature

Michael S. Cameron, Sr Owner, General Contractor
Printed Name, Title & Date

9/20/2025

INSTRUCTION TO BIDDERS

Work to be Done

The work to be done under this contract includes the furnishing of all labor, materials and construction equipment necessary for home repair in the City of Buchanan complete and in accordance with the specifications.

Construction Conditions

It is required that each bidder will examine the specifications for the work and make a personal examination of the site of the proposed work and its surroundings. It is also expected that he will obtain firsthand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials and concerning other environmental conditions that may affect his work.

Basis Upon Which Proposals are Solicited

Proposals are solicited for the proposed home repair and rehab as described in the specifications. The basis on which proposals will be received will be that of cost reimbursement of unit prices for the work described in the Form of Proposal. The City reserves the right to increase or diminish any or all of the quantities within reasonable limits, and the Contractor will be paid for the actual amount of work completed and accepted by the City and at prices stated in his proposal. Bidders may bid on one or multiple packages of the specifications to be considered.

Time of Completion

The Contractor shall fully complete all work under this contract by ~~November 30, 2025~~.

ADVISE

Liquidated Damages

The Contractor shall complete the entire project on or before the date specified or by authorized extension without liquidated damages. The Contractor will be charged \$100.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

Arbitration of Disputes

If there is a dispute between the City and the Contractor regarding the question of whether the Contractor has completed the specified work satisfactorily and/or whether the Contractor has certain payments due that cannot be resolved between the City and Contractor, the dispute shall be resolved through arbitration. An Arbitration Board of three members shall be selected. One shall be selected by the City and one shall be selected by the Contractor. The third arbitrator shall be selected by the mutual agreement of the two arbitrators selected by the City and the Contractor. The decision of the Arbitration Board shall be binding on both the City and the Contractor. The City shall bear the cost of the arbitrator which it selected. The Contractor shall bear the cost of the arbitrator which he selected. The cost of the third arbitrator and all other expenses shall be borne equally by the City and the Contractor.

Form of Proposal

All proposals must be made and signed by the bidder in the form attached hereto and due to the City Clerk by **10:00AM on September 22, 2025**. All prices stated in the proposal must be plainly written in legible figures. Illegibility of any figures in the proposal will be sufficient cause for rejection of the proposal by the City. Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Buchanan, Michigan, and labeled on the outside **"Proposal for CDBG CHILL Program – General Contractor- 514 Moravia"**.

Conformity to Specifications

Proposals must be made in full conformity to all the conditions as set forth in the specifications for the work now on file in the City Clerk's Office.

Name, Address and Status of Bidder

The name and legal status of the bidder, that is, as a corporation, partnership, or an individual, shall be stated in the proposal. A corporation bidder shall name the state in which the articles of incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts; a partnership bidder shall give the full name and address of partners. Anyone signing a proposal as an agent of another must submit with his proposal legal evidence of his authority to do so. The place of residence of each bidder, or the office address in the case of a firm or company, with the county and state, must be given after his signature.

Experience and Financial Statement

Bidders will be required to provide references offering proof of previous experience as well as satisfactory performance in this type of work. Bidders must provide a list of past projects completed which closely resemble the quantities and value of this project.

If required by the City, each bidder under consideration may be required to submit a statement of his financial status.

Written or Oral Explanations

Should a bidder find discrepancies in or omission from the contract documents or specifications, or should he be in doubt as to their meaning, he may at once notify the City Clerk and request an interpretation thereof and he will be held responsible for the prompt delivery of such request. The City Clerk will thereupon send written instructions in an addendum to all bidders. The City will not be responsible for any oral instruction in connection with this contract.

Execution of Contract

The bidder whose proposal shall be accepted for the Homeowner portion of the work will be required to execute the contract between the successful Contractor and the Homeowner in the form attached hereto. Outside individual contracts between private property owners and the Contractor will be separate from this Homeowner contract. The Contractor shall be responsible for preparing a separate proposal and contract with private property owners. The City of Buchanan will not be responsible for payment of any contracted work other than what is performed for through this RFP and associated contract.

Licenses, W9 and Proof of Insurance - NOTE- REQUIRED

All bidders must submit current copies of all professional licenses, a current and official Certificate of Insurance that includes Workman's Compensation, and a W9

Insurance – NOTE –REQUIRED

The Workman's Compensation Insurance and Public Liability and Property Damage insurance in the amount specified in the general Conditions must be carried by the Contractor who undertakes the work of the contract.

Right to Accept, to Reject and to Waive Defects

The City reserves the right to accept any proposal, to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure, or interlineation in the contract

documents which are attached hereto and specifically made a part of these instructions and of the form of proposal, shall render the accompanying proposal irregular and subject to rejection by the subject to rejection by the City. Proposals, which are clearly unbalanced, will also be considered as irregular and subject to rejection by the City.

Award of Contract

The contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the bidder to whom the City contemplates awarding the contract by the City Manager.

Withdrawal of Bids

Any bidder who has submitted a proposal to the City may withdraw his bid at any time prior to the scheduled time for the receipts of bid. No bidder may withdraw his bid after the time stated in the advertisement for opening bids for a period of thirty (30) days thereafter.



**CDBG Housing Improving Local Livability
(CHILL) Program Contract for Services
City of Buchanan**

THE **CONTRACT** made this 20th day of September, 2025, by and between

Cameron's Construction LLC hereinafter called the "Contractor", _____ (Homeowner) and the City of Buchanan, Michigan, hereinafter called the "City". WITNESSETH: That the Contractor, Homeowner and the City for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the CDBG Housing Improving Local Livability (CHILL) Program at 514 Moravia (Homeowner's Address) in the City of Buchanan, Michigan, all in strict accordance with the Specifications, including any and all addenda, prepared by the City of Buchanan, which Specifications are made a part of this contract; and the Contractor shall do everything required by the contract and other documents constituting a part thereof. Contractor agrees to perform all work in conformance with all local building codes, HUD guidelines, and State of Michigan Building Code, whether or not covered by the specifications and drawings.

ARTICLE II TIME - It is agreed that the said Contractor will begin work under this contract after approval and signing of the contract by the City and that he will be prosecuted with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to completion by November 30, 2025 the date of completion being considered an essential element of the Contract.

ARTICLE III COMPLETION - It is agreed that the Contractor shall submit an outline of his proposed order of work and will indicate the dates for the completing of the major items of work. When approved by the Homeowner and the City, this outline shall become part of the contract documents.

The Contractor shall set up an outline so as to provide for the completion of the entire work on or before ~~November 30, 2025~~. ADVISE

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the document made part of this contract.

ARTICLE IV LIQUIDATED DAMAGES - The Contractor shall complete the entire project on or before the date specified or by authorized extension without liquidated damages. The Contractor will be charged \$100.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

ARTICLE V THE CONTRACT PRICE - The City shall, with the Homeowner's approval, pay to the Contractor, for the performance of the contract, subject to any additions or deductions provided therein, in current funds, the sum as determined by the actual quantities as final built and the following schedule of unit prices, to wit:

Address 1: 514 Moravia	\$ 35,782.00
Permits	\$ 350.00
Dumpsters	\$ 715.00
Total of Alternate Bids	\$
Total Estimate with Alternate Bids.	\$ 36,907.00

ARTICLE VI Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order request before the additional work is started. The change order must be executed by the owner and the contractor and approved by the rehabilitation specialist and the grantee. Change orders may be used to add items of work that are essential to complete the original work and were not evident until after the work started.

ARTICLE VII CDBG General Contract Clauses

Termination for Convenience. The City of Buchanan may terminate this entire agreement for its convenience in whole or in part at any time without cause by its Notice of such termination, issued after conferring with CONTRACTOR shall terminate the Work as instructed by the City of Niles. Upon termination, if CONTRACTOR has begun work, the City of Niles shall pay to CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed to CONTRACTOR with respect to the Work so terminated, the actual value of the Work performed. If CONTRACTOR has not begun work CONTRACTOR is not entitled to recover any amount from the City of Buchanan due to such termination.

Contractor agrees to accept this **fixed price contract** derived from the City of Buchanan's **sealed bid process** seeking prices for the work described in the associated Scope of Work.

General Rules:

1. Contractor must obtain and pay for all necessary **permits and licenses** prior to starting the project and provide evidence there of and warranty work for 1 year from date of completion.
2. Contractor must obtain written consent prior to **sub-contracting** outside of those subcontractors approved as part of contract negotiations.
3. Contractor must obtain written consent from the City and the homeowner for **changes** to specifications which may warrant an official **change order** and contract amendment.
4. Contractor must keep the **premises clean and orderly** during repairs and remove all debris at the completion of daily work and comply with all required rehabilitation practices for the **Lead Safe Housing Rule**.

Conflict of Interest A code of conduct prohibits City of Buchanan elected officials, staff, or agents from personally benefiting from CDBG procurement. The policy prohibits the solicitation or acceptance of favors or gratuities from contractors or potential contractors. Sanctions or penalties for violations of the code of conduct by either subrecipients and/or beneficiary of funds officials, staff, or agents, or by

contractors or their agents must be identified [2 CFR 200.318(c)]. Sanctions for contractors include restitution of fees, fines, repayment of project costs, termination of contract and/or legal remedies.

This housing rehabilitation program operates in full compliance with the **Michigan Construction Lien Act (PA 497 of 1980)**. Specifically, the City has agreed to adhere to the following provisions:

1. The grantee shall inform all contractors, subcontractors, suppliers, and laborers involved in CDBG funded homeowner rehabilitation projects about their rights and obligations under the [Michigan Construction Lien Act](#).

Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR agrees to comply with the aforementioned and understands that they are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City of Buchanan entity will report all suspected or reported violations to the US Department of Housing and Urban Development and the Department of Labor.

Affirmative efforts will be undertaken to hire women-owned business enterprises, minority firms and labor surplus firms, both by the subrecipients and/or beneficiary of funds and the project's prime contractor [2 CFR 200.321].

Debarment and Suspension (Executive Orders 12549 and 12689)— CONTRACTOR understands that a federal contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." CONTRACTOR agrees that they are not listed on the governmentwide exclusions in the System for Award Management.

Clean Air Act (42 U.S.C. 7401–7671g.) and the **Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**, as amended—CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401– 7671g](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. CONTRACTOR agrees to the requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE VII COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached:

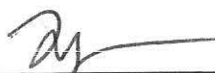
- | | |
|-----------------------------------|---------------------------------------|
| 1. Advertisement For Bids | 5. Contract & CDBG General Conditions |
| 2. Specifications & Packages | 6. Contractor's Proposal |
| 3. Non-Discrimination Certificate | 7. This Instrument |
| 4. Instructions To Bidders | |

In event that any provision of the component parts of this contract conflicts with any provision in any other component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed in four (4) original counterparts the day and year first written above.

Cameron's Construction, LLC
Company

M. Chad S. Cameron, Sr.
Authorized Official


Signature of Authorized Official, Title

71162 Ironwood Dr. Niles, MI
Business Address

mike@cameronsconstruction.com

Email Address of Primary Contact

269-487-6518
Telephone Number

514 Moravia
Project Address

City of Buchanan

City Manager, Tony McGhee

Signature of Authorized Official, Title

302 N Redbud Trail | Buchanan, MI 49107
Business Address

rmurphy@cityofbuchanan.com

Email Address of Primary Contact

269-695-3844

(Homeowner 1's Name)

(Homeowner 2's Name)

(Homeowner 1's Signature)

(Homeowner 2's Signature)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
INSURANCE POLICY**



AR INFORMATION PAGE

175 Berkeley Street Boston, MA 02116

Issued by **LM INSURANCE CORPORATION**

27243

Policy Number **WC5-33S-B24491-015**

Issuing Office **0354**

RENEWAL OF: **WC5-33S-B24491-014**

Issue Date **06-25-25**

Account Number **3-B24491**

Sub Account **0000**

1. Insured and Mailing Address
CAMERONS CONSTRUCTION LLC

71162 IRONWOOD DRIVE

MI RISK ID 6752810A

NILES, MI 49120

Status **46 - LIMITED LIABILITY CO**

Other workplaces not shown above: **SEE ITEM 4. PREMIUM - EXTENSION OF INFORMATION PAGE**

2. Policy Period: The policy period is from **07-06-2025** to **07-06-2026** 12:01 A.M. standard time at the Insured's mailing address.
3. Coverage
- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: **MI**
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:
- | | | | |
|---------------------------|----|----------------|---------------|
| Bodily Injury by Accident | \$ | 100,000 | each accident |
| Bodily Injury by Disease | \$ | 500,000 | policy limit |
| Bodily Injury by Disease | \$ | 100,000 | each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
REFER TO RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT WC 00 03 26A
- D. This policy includes these endorsements and schedules: **SEE EXTENSION OF INFORMATION PAGE**
4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
Minimum Premium	\$	750 (MI)	Total Estimated Annual Premium \$	750
Premium will be billed	ANNUAL			

Producer **0004-999999**

SELF REPRESENTATION

NONE

NONE MA 00000

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Michael S. Cameron, Sr	
2 Business name/disregarded entity name, if different from above Camerons Construction, LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <u>C</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 71162 Ironwood Drive	Requester's name and address (optional)
6 City, state, and ZIP code Niles, MI 49120	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	1		2	4	6	7	6	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ►

9-19-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CAMERONS CONSTRUCTION, LLC
71162 IRONWOOD DRIVE
NILES, MI 49120

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License
Q.O. - Michael Scott Cameron, Sr
CAMERONS CONSTRUCTION, LLC
71162 IRONWOOD DRIVE
NILES, MI 49120
License No: 262100444 Expiration Date: 05/31/2027

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License

R141364

CAMERONS CONSTRUCTION, LLC
71162 IRONWOOD DRIVE
NILES, MI 49120

Qualifying Officer:
Michael Scott Cameron, Sr
Qualifying Officer #
2101212115

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.
262100444

Expiration Date:
05/31/2027

This document is duly
issued under the laws of the
State of Michigan

MICHAEL SCOTT CAMERON SR
71162 IRONWOOD DRIVE
NILES, MI 49120

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Individual Builder License

MICHAEL SCOTT CAMERON SR
71162 IRONWOOD DRIVE
NILES, MI 49120

License No: 2101212115 Expiration Date: 05/31/2028

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Individual Builder License

R292988

MICHAEL SCOTT CAMERON SR
71162 IRONWOOD DRIVE
NILES, MI 49120

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.
2101212115

Expiration Date:
05/31/2028

This document is duly
issued under the laws of the
State of Michigan

Attachment B





PROCEED TO WORK ORDER

Contractor: **Cameron's Construction**

Upon receipt of this Notice, you are hereby authorized to "Proceed To Work" on the project located at **514 Moravia, Buchanan, MI 49107**, within thirty (30) days from the date hereof.

The work is to be performed in accordance with the terms of the signed Property Owner and Contractor Contract dated _____ and the work specifications listed therein.

Date to Commence Work: _____

Date Work to Be Completed: March 31, 2026

Date: _____

Signature of Contractor

Date: _____

Signature of Property Owner

Date: _____

Signature of City of Buchanan Representative



**CDBG Housing Improving Local Livability
(CHILL) Program Contract for Services
City of Buchanan**

THE **CONTRACT** made this _____ day of _____, 2025, by and between

_____ hereinafter called the "Contractor", _____ (Homeowner) and the City of Buchanan, Michigan, hereinafter called the "City". WITNESSETH: That the Contractor, Homeowner and the City for the consideration stated herein agree as follows:

ARTICLE I SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required for the CDBG Housing Improving Local Livability (CHILL) Program at _____ (Homeowner's Address) in the City of Buchanan, Michigan, all in strict accordance with the Specifications, including any and all addenda, prepared by the City of Buchanan, which Specifications are made a part of this contract; and the Contractor shall do everything required by the contract and other documents constituting a part thereof. Contractor agrees to perform all work in conformance with all local building codes, HUD guidelines, and State of Michigan Building Code, whether or not covered by the specifications and drawings.

ARTICLE II TIME - It is agreed that the said Contractor will begin work under this contract after approval and signing of the contract by the City and that he will be prosecute it with all due diligence thereafter at such points and with such force and in such manner and at such rate as will bring the entire work to completion by March 31, 2026 the date of completion being considered an essential element of the Contract.

ARTICLE III COMPLETION - It is agreed that the Contractor shall submit an outline of his proposed order of work and will indicate the dates for the completing of the major items of work. When approved by the Homeowner and the City, this outline shall become part of the contract documents.

The Contractor shall set up an outline so as to provide for the completion of the entire work on or before March 31, 2026.

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the document made part of this contract.

ARTICLE IV LIQUIDATED DAMAGES - The Contractor shall complete the entire project on or before the date specified or by authorized extension without liquidated damages. The Contractor will be charged \$100.00 per day for each calendar day that the work shall remain uncompleted past the completion date.

ARTICLE V THE CONTRACT PRICE - The City shall, with the Homeowner's approval, pay to the Contractor, for the performance of the contract, subject to any additions or deductions provided therein, in current funds, the sum as determined by the actual quantities as final built and the following schedule of unit prices, to wit:

Address 1:	\$
Permits	\$
Dumpsters	\$
Total of Alternate Bids	\$
Total Estimate with Alternate Bids.	\$

ARTICLE VI Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order request before the additional work is started. The change order must be executed by the owner and the contractor and approved by the rehabilitation specialist and the grantee. Change orders may be used to add items of work that are essential to complete the original work and were not evident until after the work started.

ARTICLE VII CDBG General Contract Clauses

Termination for Convenience. The City of Buchanan may terminate this entire agreement for its convenience in whole or in part at any time without cause by its Notice of such termination, issued after conferring with CONTRACTOR shall terminate the Work as instructed by the City of Niles. Upon termination, if CONTRACTOR has begun work, the City of Niles shall pay to CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed to CONTRACTOR with respect to the Work so terminated, the actual value of the Work performed. If CONTRACTOR has not begun work CONTRACTOR is not entitled to recover any amount from the City of Buchanan due to such termination.

Contractor agrees to accept this **fixed price contract** derived from the City of Buchanan's **sealed bid process** seeking prices for the work described in the associated Scope of Work.

General Rules:

1. Contractor must obtain and pay for all necessary **permits and licenses** prior to starting the project and provide evidence there of and warranty work for 1 year from date of completion.
2. Contractor must obtain written consent prior to **sub-contracting** outside of those subcontractors approved as part of contract negotiations.
3. Contractor must obtain written consent from the City and the homeowner for **changes** to specifications which may warrant an official **change order** and contract amendment.
4. Contractor must keep the **premises clean and orderly** during repairs and remove all debris at the completion of daily work and comply with all required rehabilitation practices for the **Lead Safe Housing Rule**.

Conflict of Interest A code of conduct prohibits City of Buchanan elected officials, staff, or agents from personally benefiting from CDBG procurement. The policy prohibits the solicitation or acceptance of favors or gratuities from contractors or potential contractors. Sanctions or penalties for violations of the code of conduct by either subrecipients and/or beneficiary of funds officials, staff, or agents, or by

contractors or their agents must be identified [2 CFR 200.318(c)]. Sanctions for contractors include restitution of fees, fines, repayment of project costs, termination of contract and/or legal remedies.

This housing rehabilitation program operates in full compliance with the **Michigan Construction Lien Act (PA 497 of 1980)**. Specifically, the City has agreed to adhere to the following provisions:

1. The grantee shall inform all contractors, subcontractors, suppliers, and laborers involved in CDBG funded homeowner rehabilitation projects about their rights and obligations under the [Michigan Construction Lien Act](#).

Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR agrees to comply with the aforementioned and understands that they are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City of Buchanan entity will report all suspected or reported violations to the US Department of Housing and Urban Development and the Department of Labor.

Affirmative efforts will be undertaken to hire women-owned business enterprises, minority firms and labor surplus firms, both by the subrecipients and/or beneficiary of funds and the project’s prime contractor [2 CFR 200.321].

Debarment and Suspension (Executive Orders 12549 and 12689)— CONTRACTOR understands that a federal contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” CONTRACTOR agrees that they are not listed on the governmentwide exclusions in the System for Award Management.

Clean Air Act (42 U.S.C. 7401–7671q.) and the **Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**, as amended—CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401– 7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. CONTRACTOR agrees to the requirements of Section 6002 including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE VII COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached:

- | | |
|-----------------------------------|---------------------------------------|
| 1. Advertisement For Bids | 5. Contract & CDBG General Conditions |
| 2. Specifications & Packages | 6. Contractor’s Proposal |
| 3. Non-Discrimination Certificate | 7. This Instrument |
| 4. Instructions To Bidders | |

In event that any provision of the component parts of this contract conflicts with any provision in any other component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF: The parties hereto have caused this instrument to be executed in four (4) original counterparts the day and year first written above.

Company

City of Buchanan

Authorized Official

Tony McGhee, City Manager

Signature of Authorized Official, Title

Signature of Authorized Official, Title

Business Address

302 N Redbud Trail | Buchanan, MI 49107
Business Address

Email Address of Primary Contact

tmcghee@cityofbuchanan.com

Email Address of Primary Contact

Telephone Number

269-695-3844

(Homeowner 1's Name)

(Homeowner 2's Name)

Project Address

(Homeowner 1's Signature)

(Homeowner 2's Signature)

CITY OF BUCHANAN

TRAFFIC CONTROL ORDER # 260DESCRIPTION OF EXISTING CONDITIONS OR PROBLEM:

Currently there is parking allowed on both the east and west sides of the roadway on Days Ave, north of E. Chicago St and south of E. Roe St. When vehicles park on both sides of the roadway on Days Ave between these two streets it narrows the usable roadway thereby reducing the safe operation of a motor vehicle. This also impedes the ability of emergency response vehicles (i.e., a fire truck or ambulance) to safely respond to emergency incidents that may occur on Days Ave in this area.

Pursuant to authority of Section 2.53 of the Uniform Traffic Code, Ordinance #192 of the City of Buchanan, effective March 23rd, 1971, and as amended by Ordinance #201, effective April 10th, 1972; the following Traffic Control Order is hereby established:

The westside of Days Ave south of E. Chicago St and north of E. Roe St shall be a “no parking” zone, except in areas that are already posted as designated parking zones. Place several “No Parking” signs on the west side of Days Ave, north of E. Chicago St and south of E. Roe St to increase the safe flow of motor vehicle traffic, especially for emergency response vehicles.

Dated __11/17/25_____ Chief of Police Harvey J. Burnett, Jr._____

Filed with City Clerk _____ Date _____

Approved by Commission _____

*Traffic control orders issued by the Chief of Police are temporary orders for 90 days until approved by the Commission. Once approved by the Commission they become permanent orders.

CC: City Manager
DPW Supervisor
City Fire Chief

Memorandum



Date: November 8, 2025

To: Buchanan City Commission

From: Tony McGhee

Subject: Planning Services Contract for 5-year Parks and Recreation Plan

Background

Every five years, the Michigan Department of Natural Resources (MDNR) requires communities to prepare and adopt an updated 5-Year Parks and Recreation Plan in order to remain eligible for a wide range of state grant programs, including the Michigan Natural Resources Trust Fund and Land and Water Conservation Fund Grants, and other competitive funding sources that support park development, land acquisition, trail enhancements, and accessibility improvements.

The plan serves several critical purposes:

1. Assessment of Current Conditions
It provides a comprehensive inventory and evaluation of the City's existing parks, facilities, amenities, and programming.
2. Public Engagement and Visioning
The planning process includes public input to ensure the community's priorities and values are reflected in future investment decisions.
3. Strategic Guidance
The plan outlines goals, strategies, and priority projects to guide improvements and capital planning over the next five years.
4. Grant Eligibility
Adoption of an approved plan is a mandatory requirement for the City to apply for most MDNR-administered grant programs. Without an active plan on file, Buchanan would be ineligible for significant external funding opportunities.

The City's current plan expires at the end of 2026, making the preparation of the next plan both timely and essential.

Memorandum

Proposal

SWMPC has submitted a proposal in the amount of \$12,328 to complete the City's 2027–2031 Parks and Recreation Plan. Their scope of work includes:

- Full inventory and mapping of existing park assets
- Facilitation of public engagement activities
- Assessment of needs, opportunities, and accessibility considerations
- Development of goals, objectives, and recommended improvements
- Preparation of the full plan document meeting all MDNR content and formatting requirements
- Submission of the final plan to MDNR by the required deadline

SWMPC has extensive experience preparing MDNR-approved recreation plans for communities throughout Southwest Michigan and has successfully supported Buchanan in prior cycles. Additionally, they have prepared the community's last few Parks and Recreation plans which has resulted in the organization developing a deep understanding of our community and its parks.

Staff Recommendation

Given the importance of maintaining grant eligibility and the comprehensive nature of the planning process, staff recommends that the City Commission approve the proposal from the Southwest Michigan Planning Commission in the amount of \$12,328 and authorize the City Manager to execute the agreement.

Completing this plan in 2026 will ensure Buchanan remains fully eligible for MDNR funding opportunities through 2031 and will provide a strategic roadmap for enhancing the community's parks, trails, and recreational amenities over the next five years.

Attachment A: Southwest Michigan Planning Commission Fee and Hour Breakdown

Attachment A



Buchanan City and Township Joint Recreation Plan Update Proposal

Southwest Michigan Planning Commission

Item XXVII. E.

		JP	BS	JB	MH		Total
Update Community Description							\$2,980.00
Update Demographics				16.00			\$1,248.00
water trails and land trails					2.00		\$198.00
Maps		12.00					\$792.00
Information Gathering and Writing			8.00		1.00		\$643.00
Review & Update Community Administrative Structure					1.00		\$99.00
Facilitating the Planning Process							\$3,724.00
Prepare for and Attend planning meetings (4)					20.00		\$1,980.00
Develop, Promote, Analyze Survey			14.00		3.00		\$1,249.00
Prepare and Attend Public Hearing*					5.00		\$495.00
Recreation Inventory							\$2,700.00
Update recreation inventory & grants & funding			14.00				\$952.00
Update Recreation Inventory Mapping		10.00					\$660.00
Site Visits (update photos, narrative)			12.00				\$816.00
Update Barrier Free Compliance			4.00				\$272.00
Action Program, Cap. Improvement Schedule & Rationale							\$1,584.00
Review and Update Issues and Goals					8.00		\$792.00
Review and Update Action Program					8		\$792.00
Final Document & Adoption Items							\$940.00
Final document editing/production & adoption			8.00		4.00		\$940.00
Final Document (10 hard copies and thumb drive with Word and PDF)							
Miscellaneous Expenses (Travel, printing, etc.)							\$400.00
TOTAL		22.00	60.00	16.00	52.00		\$12,328.00

*City/Township is responsible for publishing public hearing notice; notice language provided by SWMPC.

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	AALFS PETROLEUM INC. GAS AND OIL GAS AND OIL GAS AND OIL GAS AND OIL GAS AND OIL GAS AND OIL Vnd: 0336 Invoice: 10.31.25 Vnd: 0336 Invoice: 10.31.25	Invoice: 10.31.25 Ref#: 31462(OCTOBER 2025 FUEL CHARGES) 101-301.000-751.000 101-441.000-751.000 101-567.000-751.000 592-591.000-751.000 592-590.000-751.000 101-336.000-751.000 101-000.000-202.000 592-000.000-202.000	1,463.00 2,058.52 495.89 247.31 56.33 125.65	4,143.06 303.64
		Expected Check Run: 11/10/2025		4,446.70	4,446.70
10/31/2025	AP	ALEXANDER CHEMICAL CORP CHEMICALS Vnd: 2293 Invoice: 101434	Invoice: 101434 Ref#: 31456(WATER TREATMENT CHECMICAL - DRUM RENTAL) 592-591.000-743.000 592-000.000-202.000	158.25	158.25
		Expected Check Run: 11/10/2025		158.25	158.25
10/31/2025	AP	ALEXANDER CHEMICAL CORP CHEMICALS Vnd: 2293 Invoice: 101067	Invoice: 101067 Ref#: 31457(SOD HYPO 12.5% & SODIUM BISULFATE- WWTP) 592-590.000-743.000 592-000.000-202.000	1,200.47	1,200.47
		Expected Check Run: 11/10/2025		1,200.47	1,200.47
10/31/2025	AP	ALL PHASE ELECTRIC SUPPLY CO. EQUIPMENT MAINT SUPPLIES Vnd: 2400 Invoice: 0710-1093530	Invoice: 0710-1093530 Ref#: 31461(FUSE FOR UV CHANNEL) 592-590.000-758.000 592-000.000-202.000	116.90	116.90
		Expected Check Run: 11/10/2025		116.90	116.90
10/31/2025	AP	ALS GROUP USA, CORP. LAB ANALYTICAL SERVICE Vnd: 1693 Invoice: 3313HN42799	Invoice: 3313HN42799 Ref#: 31458(ACCUTE TOXICITY TESTING - PFAS OCT 2025) 592-590.000-820.000 592-000.000-202.000	775.00	775.00
		Expected Check Run: 11/10/2025		775.00	775.00
10/31/2025	AP	ALS GROUP USA, CORP. LAB ANALYTICAL SERVICE Vnd: 1693 Invoice: 3313HN42795	Invoice: 3313HN42795 Ref#: 31459(LLHG TESTING OCTOBER 2025) 592-590.000-820.000 592-000.000-202.000	415.00	415.00
		Expected Check Run: 11/10/2025		415.00	415.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	ALS GROUP USA, CORP. LAB ANALYTICAL SERVICE Vnd: 1693 Invoice: 3313HN42476	Invoice: 3313HN42476 Ref#: 31460 (WWTP EFFLUENT ANALYSIS) 592-590.000-820.000 592-000.000-202.000	100.00	100.00
		Expected Check Run: 11/10/2025		100.00	100.00
10/31/2025	AP	ANGELA BAGGETT TRAVEL & CAR ALLOWANCE Vnd: 2248 Invoice: 10.31.25	Invoice: 10.31.25 Ref#: 31455 (MEAL REIMBURSEMENT FOR TRAINING CONF.) 101-301.000-873.000 101-000.000-202.000	34.18	34.18
		Expected Check Run: 11/10/2025		34.18	34.18
10/31/2025	AP	AT&T 2696955525 - PEARS MILL 2696954028 - WWTP LANDLINE 2694098372 - WATER Vnd: 0153 Invoice: 10.16.25 Vnd: 0153 Invoice: 10.16.25	Invoice: 10.16.25 Ref#: 31452 (MONTHLY BILLING) 101-753.000-853.000 592-590.000-853.000 592-591.000-853.000 101-000.000-202.000 592-000.000-202.000	184.44 33.40 44.08	184.44 77.48
		Expected Check Run: 11/10/2025		261.92	261.92
10/31/2025	AP	AT&T TELEPHONE, INTERNET, CABLE Vnd: 0153 Invoice: 10.13.25	Invoice: 10.13.25 Ref#: 31453 (WATER DEPT. INTERNET) 592-591.000-853.000 592-000.000-202.000	102.76	102.76
		Expected Check Run: 11/10/2025		102.76	102.76
10/31/2025	AP	AT&T RICH - PHONE TONY - PHONE KALLA - PHONE TIM - PHONE CRAIG - IPAD GUY- PHONE CEMETERY -PHONE DPW - PHONE WATER - PHONE DEB - PHONE Vnd: 0153 Invoice: 287020967779X1021202 Vnd: 0153 Invoice: 287020967779X1021202	Invoice: 287020967779X1021202 Ref#: 31454 (CITY ISSUED PHONE USAGE - 09.1 101-700.000-853.000 101-172.000-853.000 101-215.000-853.000 101-172.000-853.000 592-591.000-853.000 101-700.000-853.000 101-567.000-853.000 101-441.000-853.000 592-591.000-853.000 101-253.000-853.000 101-000.000-202.000 592-000.000-202.000	52.85 109.65 63.84 54.68 21.76 52.85 52.85 52.85 52.85 33.00	472.57 74.61
		Expected Check Run: 11/10/2025		547.18	547.18

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	BERRIEN COUNTY RECORD LEGAL NOTICES & RECORDINGS Vnd: 0339 Invoice: 10.23.25	Invoice: 10.23.25 Ref#: 31465(PUBLIC ACCURACY NOTICE, SALE OF PROPERTY) 101-215.000-903.000 101-000.000-202.000	303.20	303.20
		Expected Check Run: 11/10/2025		303.20	303.20
10/31/2025	AP	BEVER EXCAVATING LLC CONTRACTUAL Vnd: 2335 Invoice: 1403	Invoice: 1403 Ref#: 31464(MINI EXCAVATOR TIME TO BREAK CONCRETE, 6) 592-591.000-818.000 592-000.000-202.000	3,010.00	3,010.00
		Expected Check Run: 11/10/2025		3,010.00	3,010.00
10/31/2025	AP	BRIAN MURPHY BUCHANAN TREE FRIENDS Vnd: 2338 Invoice: 8.14.25	Invoice: 8.14.25 Ref#: 31463(REIMBURSEMENT FOR RECEIVER) 701-000.000-582.091 701-000.000-202.000	32.85	32.85
		Expected Check Run: 11/10/2025		32.85	32.85
10/31/2025	AP	CHRIS BURKS RESERVE OFFICER WAGES Vnd: MISC Invoice: 10.24.25	Invoice: 10.24.25 Ref#: 31449(10.3.25 & 10.24.25 FOOTBALL GAME) 101-301.000-818.002 101-000.000-202.000	106.00	106.00
		Expected Check Run: 11/10/2025		106.00	106.00
10/31/2025	AP	CITY OF BRIDGMAN CONTRACTUAL Vnd: 1845 Invoice: 00356	Invoice: 00356 Ref#: 31513(WATER SAMPLES) 592-591.000-818.000 592-000.000-202.000	760.00	760.00
		Expected Check Run: 11/10/2025		760.00	760.00
11/01/2025	AP	COMCAST BUSINESS UTILITIES TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE Vnd: 1722 Invoice: 10.25.25 Vnd: 1722 Invoice: 10.25.25	Invoice: 10.25.25 Ref#: 31466(MOTHLY CYCLE) 101-761.004-921.000 101-336.000-853.000 592-591.000-853.000 101-301.000-853.000 101-265.000-853.000 101-000.000-202.000 592-000.000-202.000	412.60 662.69 135.80 622.12 706.24	2,403.65 135.80
		Expected Check Run: 11/10/2025		2,539.45	2,539.45

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	COREWELL HEALTH EDUCATION AND TRAINING POLICE 302 TRAINING FUNDS CONTRACTUAL Vnd: 2307 Invoice: BPD10132025 Vnd: 2307 Invoice: BPD10132025	Invoice: BPD10132025 Ref#: 31467(MENTAL HEALTH FIRST AID TRAINING) 101-301.000-960.000 701-000.000-582.008 101-301.000-818.000 101-000.000-202.000 701-000.000-202.000	150.00 150.00 75.00	225.00 150.00
		Expected Check Run: 11/10/2025		375.00	375.00
10/31/2025	AP	COUNTY OF BERRIEN MAINTENANCE - GROUNDS Vnd: 1864 Invoice: 17419	Invoice: 17419 Ref#: 31468(10.22.25 JAIL CREW) 101-441.000-932.000 101-000.000-202.000	180.00	180.00
		Expected Check Run: 11/10/2025		180.00	180.00
10/31/2025	AP	DAVE'S SMALL ENGINE REPAIR MAINTENANCE - EQUIPMENT Vnd: 2419 Invoice: 34860	Invoice: 34860 Ref#: 31469(REPAIR TO K-12 SAW) 101-336.000-933.000 101-000.000-202.000	158.62	158.62
		Expected Check Run: 11/10/2025		158.62	158.62
10/31/2025	AP	DUBOIS-COOPER ASSOCIATES EQUIPMENT Vnd: 1327 Invoice: 451536	Invoice: 451536 Ref#: 31470(HOMA PUMP) 592-000.000-140.000 592-000.000-202.000	9,430.00	9,430.00
		Expected Check Run: 11/10/2025		9,430.00	9,430.00
10/31/2025	AP	DUNCAN GAST TARGET RANGE & SUPPLIES Vnd: MISC Invoice: 10.24.25	Invoice: 10.24.25 Ref#: 31473(REIMBURSEMENT FOR PURCHASE OF 1 DUTY MAG) 101-301.000-729.000 101-000.000-202.000	12.71	12.71
		Expected Check Run: 11/10/2025		12.71	12.71
10/31/2025	AP	EGLE CONTRACTUAL CONTRACTUAL Vnd: 2138 Invoice: 761-11360640	Invoice: 761-11360640 Ref#: 31503(COMMUNITY PUBLIC WATER SUPPLY ANNUAL I 592-591.000-818.000 592-590.000-818.000 592-000.000-202.000	855.15 855.15	1,710.30
		Expected Check Run: 11/10/2025		1,710.30	1,710.30
10/31/2025	AP	ETNA SUPPLY CO. METERS-HYDRANTS-FITTINGS Vnd: 0919 Invoice: S106551363.001	Invoice: S106551363.001 Ref#: 31471(2' METER - CREDIT S106519237.001 API 592-591.000-729.002 592-000.000-202.000	653.75	653.75
		Expected Check Run: 11/10/2025		653.75	

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	ETNA SUPPLY CO. METERS-HYDRANTS-FITTINGS Vnd: 0919 Invoice: S106562220.001	Invoice: S106562220.001 Ref#: 31472 (SMARTPOINT METERS X 15) 592-591.000-729.002 592-000.000-202.000	2,860.43	2,860.43
		Expected Check Run: 11/10/2025		2,860.43	2,860.43
10/31/2025	AP	FERGUSON WATERWORKS #1934 METERS-HYDRANTS-FITTINGS Vnd: 1536 Invoice: 0443328	Invoice: 0443328 Ref#: 31475 (WATER FITTINGS) 592-591.000-729.002 592-000.000-202.000	603.00	603.00
		Expected Check Run: 11/10/2025		603.00	603.00
10/31/2025	AP	FERGUSON WATERWORKS #1934 METERS-HYDRANTS-FITTINGS Vnd: 1536 Invoice: 043590-2	Invoice: 043590-2 Ref#: 31476 (COUPLINGS) 592-591.000-729.002 592-000.000-202.000	127.83	127.83
		Expected Check Run: 11/10/2025		127.83	127.83
11/03/2025	AP	FERGUSON WATERWORKS #1934 MISCELLANEOUS SUPPLIES Vnd: 1536 Invoice: 0445227	Invoice: 0445227 Ref#: 31477 (CRUSHER BLADE AND MARKING PAINT) 592-591.000-756.000 592-000.000-202.000	623.24	623.24
		Expected Check Run: 11/10/2025		623.24	623.24
10/31/2025	AP	FRAME PRODUCTS INC. MAINTENANCE - EQUIPMENT Vnd: 1175 Invoice: 5939	Invoice: 5939 Ref#: 31474 (VALVE WRENCH FOR DOWNTOWN) 592-591.000-933.000 592-000.000-202.000	200.00	200.00
		Expected Check Run: 11/10/2025		200.00	200.00
10/31/2025	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 23324	Invoice: 23324 Ref#: 31479 (REPAIR TURN SIGNAL & OIL CHANGE ON 46-7) 101-301.000-939.000 101-000.000-202.000	80.63	80.63
		Expected Check Run: 11/10/2025		80.63	80.63
10/31/2025	AP	GUY EDWARD LEWIS TRAVEL & CAR ALLOWANCE Vnd: 0023 Invoice: OCTOBER 2025	Invoice: OCTOBER 2025 Ref#: 31478 (MILEAGE REIMBURSEMENT) 101-700.000-873.000 101-000.000-202.000	68.60	68.60
		Expected Check Run: 11/10/2025		68.60	68.60

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	HAVILAND PRODUCTS COMPANY CHEMICALS Vnd: 2417 Invoice: 553752	Invoice: 553752 Ref#: 31481(BLEACH - SOD HYPOCHLORIDE & SODIUM BISUL) 592-590.000-743.000 592-000.000-202.000	928.40	928.40
		Expected Check Run: 11/10/2025		928.40	928.40
10/31/2025	AP	HEIN ELECTRIC INC. ELECTRICAL MAINTENANCE Vnd: 2175 Invoice: H25-1196	Invoice: H25-1196 Ref#: 31480(SCHIRMER EMERGENCY CALL - POWER OUTAGE) 592-590.000-937.000 592-000.000-202.000	1,750.00	1,750.00
		Expected Check Run: 11/10/2025		1,750.00	1,750.00
10/31/2025	AP	HONOR CREDIT UNION 5 LUNCH BUSINESS MEETINGS MEMBERSHIP - CRAINS Vnd: 1948 Invoice: 10.31.25-2199	Invoice: 10.31.25-2199 Ref#: 31482(OCTOBER 2025 CC CHARGES - T.MCGHEE) 101-172.000-962.000 101-172.000-831.000 101-000.000-202.000	258.19 59.00	317.19
		Expected Check Run: 11/10/2025		317.19	317.19
10/31/2025	AP	HONOR CREDIT UNION G. LEWIS HOTEL STAY FOR TRAINING 2 MONITORS 3 MONITORS OFFICE SUPPLIES MISCELLANEOUS SUPPLIES - VISOR HOLDERS MISCELLANEOUS SUPPLIES -VISOR HOLDERS MISCELLANEOUS SUPPLIES -VISOR HOLDERS MISCELLANEOUS SUPPLIES-VISOR HOLDERS MISCELLANEOUS SUPPLIES-VISOR HOLDERS MISCELLANEOUS SUPPLIES - SEAT COVERS MISCELLANEOUS SUPPLIES - VISOR HOLDERS Vnd: 1948 Invoice: 10.31.25-0448 Vnd: 1948 Invoice: 10.31.25-0448	Invoice: 10.31.25-0448 Ref#: 31483(OCTOBER 2025 CC CHARGES - CITY CARD #) 101-700.000-873.000 101-301.000-756.003 101-301.000-756.003 592-590.000-728.000 101-441.000-756.000 101-567.000-756.000 101-301.000-756.000 592-591.000-756.000 592-590.000-756.000 592-591.000-756.000 101-265.000-756.000 101-000.000-202.000 592-000.000-202.000	768.36 315.98 473.97 358.71 55.88 55.88 55.88 27.94 27.94 189.99 13.97	1,739.92 604.58
		Expected Check Run: 11/10/2025		2,344.50	2,344.50
10/31/2025	AP	HONOR CREDIT UNION WEBSITE SIMPLETEXTING OFFICE SUPPLIES - BUSINESS CARDS Vnd: 1948 Invoice: 10.31.25-8531	Invoice: 10.31.25-8531 Ref#: 31484(OCTOBER 2025 CC CHARGES - D. PEREZ) 101-761.002-857.000 101-253.000-818.000 101-301.000-728.000 101-000.000-202.000	18.74 119.75 52.97	191.46
		Expected Check Run: 11/10/2025		191.46	191.46

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	HONOR CREDIT UNION TELEPHONE, INTERNET, CABLE BACKGROUND CHECKS Vnd: 1948 Invoice: 10.31.25-5784	Invoice: 10.31.25-5784 Ref#: 31485(OCTOBER 2025 CC CHARGES - BURNETT) 101-301.000-853.000 101-301.000-818.003 101-000.000-202.000	416.90 30.00	446.90
		Expected Check Run: 11/10/2025		446.90	446.90
10/31/2025	AP	HONOR CREDIT UNION PRIME OFFICE SUPPLIES Vnd: 1948 Invoice: 10.31.25-0648 Vnd: 1948 Invoice: 10.31.25-0648	Invoice: 10.31.25-0648 Ref#: 31486(OCTOBER 2025 CC CHARGES - CITY CARD #) 101-265.000-818.000 592-590.000-728.000 101-000.000-202.000 592-000.000-202.000	14.99 126.00	14.99 126.00
		Expected Check Run: 11/10/2025		140.99	140.99
10/31/2025	AP	HONOR CREDIT UNION SPYPOINT CAMERA SUBS. MISCELLANEOUS SUPPLIES WINDOW AT COMMONS Vnd: 1948 Invoice: 10.31.25-6104	Invoice: 10.31.25-6104 Ref#: 31487(OCTOBER 2025 CC CHARGES - BAKER) 101-441.000-818.000 101-441.000-756.000 101-441.000-758.000 101-000.000-202.000	60.00 132.85 643.00	835.85
		Expected Check Run: 11/10/2025		835.85	835.85
10/31/2025	AP	IAPE CONFERENCES AND WORKSHOP Vnd: 2375 Invoice: 220888	Invoice: 220888 Ref#: 31488(IAEP EVIDENCE ADV. TRAINING FOR OFC. BAG) 101-301.000-864.000 101-000.000-202.000	245.00	245.00
		Expected Check Run: 11/10/2025		245.00	245.00
10/31/2025	AP	INDIANA MICHIGAN POWER COMPANY UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES CITY CENTER UTILITIES UTILITIES Vnd: 0131 Invoice: 10.31.25 Vnd: 0131 Invoice: 10.31.25	Invoice: 10.31.25 Ref#: 31516(OCT 2025 POWER USAGE) 101-268.000-921.000 101-301.000-921.000 101-441.000-921.000 101-336.000-921.000 101-753.000-921.000 592-591.000-921.000 101-265.000-921.000 592-590.000-921.000 101-265.000-923.000 101-755.000-921.000 101-000.000-202.000 592-000.000-202.000	56.46 617.88 216.40 33.80 79.67 2,045.90 3,039.42 4,660.60 116.12 67.72	4,227.47 6,706.50
		Expected Check Run: 11/10/2025		10,933.97	10,933.97

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	INTERNATIONAL CODE COUNCIL ECONOMIC DEVELOPMENT Vnd: 1342 Invoice: 1002167392	Invoice: 1002167392 Ref#: 31490 (CODE BOOK) 101-700.000-735.000 101-000.000-202.000	84.50	84.50
		Expected Check Run: 11/10/2025		84.50	84.50
09/30/2025	AP	JONES & HENRY ENGINEERS CONTRACTUAL CONTRACTUAL Vnd: 2401 Invoice: 81848	Invoice: 81848 Ref#: 31489 (PROJECT #: R00392-08269-01 W&S FEASIBILI) 592-591.000-818.000 592-590.000-818.000 592-000.000-202.000	1,257.96 1,257.95	2,515.91
		Expected Check Run: 11/10/2025		2,515.91	2,515.91
10/31/2025	AP	KCI OFFICE SUPPLIES Vnd: 2120 Invoice: 351917	Invoice: 351917 Ref#: 31491 (FUTURE VOTER STICKERS) 101-262.000-728.000 101-000.000-202.000	70.32	70.32
		Expected Check Run: 11/10/2025		70.32	70.32
10/31/2025	AP	KCI PRINTING & PUBLISHING PRINTING & PUBLISHING Vnd: 2120 Invoice: 352084	Invoice: 352084 Ref#: 31492 (NOVEMBER 2025 WATER BILLS) 592-590.000-902.000 592-591.000-902.000 592-000.000-202.000	714.65 714.64	1,429.29
		Expected Check Run: 11/10/2025		1,429.29	1,429.29
10/31/2025	AP	KEN SIMPSON ELECTRICAL PERMITS Vnd: 0194 Invoice: 251112	Invoice: 251112 Ref#: 31493 (ELECTRICAL PERMITS FOR OCT 2025) 701-000.000-491.000 701-000.000-202.000	668.00	668.00
		Expected Check Run: 11/10/2025		668.00	668.00
10/31/2025	AP	LRS, LLC 29205.5 29199.1 29205.1 29205.3 29205.4 29205.2 29205.6 Vnd: 2331 Invoice: MN4561427 Vnd: 2331 Invoice: MN4561427	Invoice: MN4561427 Ref#: 31514 (MONTHLY TRASH SERVICE) 101-567.000-921.000 101-761.004-921.000 101-441.000-921.000 101-265.000-921.000 592-590.000-921.000 101-265.000-921.000 101-441.000-921.000 101-000.000-202.000 592-000.000-202.000	135.07 135.07 201.66 154.85 135.07 201.66 165.20	993.51 135.07
		Expected Check Run: 11/10/2025		1,128.58	1,128.58

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	LRS, LLC 29204.1 2726.1 29201.2 29200.1 29201.1 Vnd: 2331 Invoice: MN4565685	Invoice: MN4565685 Ref#: 31515 (TRASH SERVICE FOR 11.1.25-01.31.25) 101-301.000-921.000 101-336.000-921.000 101-265.000-921.000 101-761.004-921.000 101-265.000-921.000 101-000.000-202.000	70.83 50.70 39.90 39.90 50.70	252.03
		Expected Check Run: 11/10/2025		252.03	252.03
10/31/2025	AP	MACQUEEN EMERGENCY MISCELLANEOUS SUPPLIES Vnd: 2322 Invoice: P56846	Invoice: P56846 Ref#: 31494 (3 FIRE EXTENTION/ROOF/LOCKWOOD HOOKS) 101-336.000-756.000 101-000.000-202.000	641.31	641.31
		Expected Check Run: 11/10/2025		641.31	641.31
10/31/2025	AP	MARK FARM SUPPLY DUCK FEEDER Vnd: 2068 Invoice: 101090	Invoice: 101090 Ref#: 31495 (DUCK FEED) 701-000.000-582.067 701-000.000-202.000	50.97	50.97
		Expected Check Run: 11/10/2025		50.97	50.97
10/31/2025	AP	NORTH CENTRAL LABORATORIES LAB SUPPLIES Vnd: 0143 Invoice: 527214	Invoice: 527214 Ref#: 31496 (LAB SUPPLIES) 592-590.000-757.000 592-000.000-202.000	351.04	351.04
		Expected Check Run: 11/10/2025		351.04	351.04
10/31/2025	AP	OUDBIER INSTRUMENT MAINTENANCE - EQUIPMENT Vnd: 2249 Invoice: 11339	Invoice: 11339 Ref#: 31497 (CALIBRATION AND VISUAL INSPECT. OF EFFLU) 592-590.000-933.000 592-000.000-202.000	377.50	377.50
		Expected Check Run: 11/10/2025		377.50	377.50
10/31/2025	AP	PARRETT COMPANY MAINT. - OFFICE EQUIPMENT CONTRACTUAL MAINT. - OFFICE EQUIPMENT MAINT. - OFFICE EQUIPMENT Vnd: 1596 Invoice: 86982 Vnd: 1596 Invoice: 86982	Invoice: 86982 Ref#: 31498 (PRINTERS FOR CITY HALL, PD & WWTP) 592-590.000-934.000 101-301.000-818.000 101-265.000-934.000 101-265.000-934.000 592-000.000-202.000 101-000.000-202.000	5.03 100.37 425.51 17.36	5.03 543.24
		Expected Check Run: 11/10/2025		548.27	548.27

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
11/01/2025	AP	PONTEM SOFTWARE CONTRACTUAL Vnd: 0002 Invoice: 00014494	Invoice: 00014494 Ref#: 31499 (ANNUAL SUPSCRIPTION FOR CEMETERY SOFTWARE) 101-567.000-818.000 101-000.000-202.000	600.00	600.00
		Expected Check Run: 11/10/2025		600.00	600.00
10/31/2025	AP	REDBUD HARDWARE NEW BREAKER & OUTLETS AT STATION PAINT & PAINT PARTS FOR MARKING NEW TOOL SWITCH FOR PD INSECT CONTROL SUPPLIES BATTERIES DOOR OPENER BATTERY CONCRETE TO REPAIR DRIVEWAY CONCRETE COPPER CUTTER DUST MASKS BATTERY FOR DETECTOR EAR PLUGS CONCRETE FOR FOUNDATIONS FASTNERS & GLOVES LIGHT DUTY U-POST PARTS FOR DROP BOXES EQUIPMENT MAINT SUPPLIES EQUIPMENT MAINT SUPPLIES MISCELLANEOUS SUPPLIES EQUIPMENT MAINT SUPPLIES MISCELLANEOUS SUPPLIES MISCELLANEOUS SUPPLIES MISCELLANEOUS SUPPLIES TRASH RUN MISCELLANEOUS SUPPLIES MISCELLANEOUS SUPPLIES Vnd: 0141 Invoice: 10.31.25 Vnd: 0141 Invoice: 10.31.25 Vnd: 0141 Invoice: 10.31.25	Invoice: 10.31.25 Ref#: 31517 (OCTOBER 2025 CHARGES) 101-336.000-756.000 101-336.000-756.000 101-301.000-931.000 101-265.000-756.000 592-591.000-756.000 592-591.000-756.000 592-591.000-962.000 592-591.000-962.000 592-591.000-756.000 592-591.000-756.000 592-591.000-756.000 592-591.000-756.000 101-567.000-756.000 101-567.000-756.000 401-000.000-970.031 101-265.000-756.000 101-441.000-758.000 101-441.000-758.000 101-441.000-756.000 101-441.000-758.000 101-441.000-756.000 101-441.000-756.000 101-441.000-756.000 101-441.000-756.000 101-441.000-756.000 101-000.000-202.000 592-000.000-202.000 401-000.000-202.000	34.95 20.48 5.37 37.94 19.99 12.99 89.90 53.94 25.99 29.98 6.99 2.36 53.94 47.50 27.96 43.34 13.70 9.99 9.99 14.98 124.91 4.04 69.98 76.46 41.54 9.18	618.29 242.14 27.96
		Expected Check Run: 11/10/2025		888.39	888.39
11/03/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0172899-IN	Invoice: 0172899-IN Ref#: 31508 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 11/10/2025		388.25	388.25

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0172882-IN	Invoice: 0172882-IN Ref#: 31509(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 11/10/2025		388.25	388.25
10/31/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0172818-IN	Invoice: 0172818-IN Ref#: 31510(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 11/10/2025		388.25	388.25
10/31/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0172777-IN	Invoice: 0172777-IN Ref#: 31511(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 11/10/2025		388.25	388.25
10/31/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0172739-IN	Invoice: 0172739-IN Ref#: 31512(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 11/10/2025		388.25	388.25
11/06/2025	AP	SCHLOTTERER, AMY READY TO SERVE Vnd: MISC Invoice: 11/06/2025	Invoice: 11/06/2025 Ref#: 31448(UB refund for account: 1277) 592-000.000-067.021 592-000.000-202.000	49.52	49.52
		Expected Check Run: 11/10/2025		49.52	49.52
10/31/2025	AP	SPECTRUM PRINTERS, INC OFFICE SUPPLIES Vnd: 2420 Invoice: 87094	Invoice: 87094 Ref#: 31502(2 TEST DECKS - LMC NOV. 2025 ELECTION) 101-262.000-728.000 101-000.000-202.000	103.35	103.35
		Expected Check Run: 11/10/2025		103.35	103.35
10/31/2025	AP	SPICER GROUP STORMWATER PHASE II Vnd: 1383 Invoice: 241670	Invoice: 241670 Ref#: 31504(NPDES PERMIT COMPLIANCE - 1ST QTR (7.1.2)) 101-441.000-970.056 101-000.000-202.000	1,305.34	1,305.34
		Expected Check Run: 11/10/2025		1,305.34	1,305.34

PROOF ONLY - JOURNAL ENTRIES NOT CREATED						
Post Date	Journal	Description	GL Number	DR Amount	CR Amount	
10/31/2025	AP	STAR UNIFORM UNIFORMS Vnd: 1358 Invoice: 50677-2	Invoice: 50677-2 Ref#: 31505(BALLISTIC VESTS FOR OFC. COOKE & HUANG) 101-301.000-768.000 101-000.000-202.000	2,220.00	2,220.00	
		Expected Check Run: 11/10/2025		2,220.00	2,220.00	
10/31/2025	AP	STAR UNIFORM UNIFORMS Vnd: 1358 Invoice: 50675-2	Invoice: 50675-2 Ref#: 31506(2 UNIFORM PANTS FOR OFC. HUANG) 101-301.000-768.000 101-000.000-202.000	170.00	170.00	
		Expected Check Run: 11/10/2025		170.00	170.00	
11/04/2025	AP	STAR UNIFORM UNIFORMS Vnd: 1358 Invoice: 51136-2	Invoice: 51136-2 Ref#: 31507(UNIFORM SHIRT & PANTS FOR OFC. MILLER) 101-301.000-768.000 101-000.000-202.000	163.00	163.00	
		Expected Check Run: 11/10/2025		163.00	163.00	
10/31/2025	AP	SWEET C. ROBINSON RESERVE OFFICER WAGES Vnd: 1784 Invoice: 10.24.25	Invoice: 10.24.25 Ref#: 31451(10.24.25 FOOTBALL GAME) 101-301.000-818.002 101-000.000-202.000	42.00	42.00	
		Expected Check Run: 11/10/2025		42.00	42.00	
10/31/2025	AP	TIM RICHARDS RESERVE OFFICER WAGES Vnd: MISC Invoice: 10.24.25	Invoice: 10.24.25 Ref#: 31450(10.24.25 FOOTBALL GAME) 101-301.000-818.002 101-000.000-202.000	42.00	42.00	
		Expected Check Run: 11/10/2025		42.00	42.00	
10/31/2025	AP	TINA SPURLOCK CONTRACTUAL Vnd: 1448 Invoice: 092295	Invoice: 092295 Ref#: 31500(CLEANING FOR PD - OCT 2025) 101-301.000-818.000 101-000.000-202.000	150.00	150.00	
		Expected Check Run: 11/10/2025		150.00	150.00	
10/31/2025	AP	TINA SPURLOCK UTILITIES Vnd: 1448 Invoice: 181399	Invoice: 181399 Ref#: 31501(CLEANING CITY CENTER - OCT 2025) 101-761.004-921.000 101-000.000-202.000	160.00	160.00	
		Expected Check Run: 11/10/2025		160.00	160.00	
Cash/Payable Account Totals:				66,080.80	66,080.80	
		ACCOUNTS PAYABLE	101-000.000-202.000		24,5	

PROOF ONLY - JOURNAL ENTRIES NOT CREATED					
Post Date	Journal	Description	GL Number	DR Amount	CR Amount
		ACCOUNTS PAYABLE	401-000.000-202.000		27.96
		ACCOUNTS PAYABLE	592-000.000-202.000		40,600.69
		ACCOUNTS PAYABLE	701-000.000-202.000		901.82
		TOTAL INCREASE IN PAYABLE:			66,080.80

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	ABONMARCHE CONSULTANTS, INC. GRANTS & SPECIAL PROJECTS Vnd: 0202 Invoice: 161247	Invoice: 161247 Ref#: 31610(PROJECT 25-0571 - BOAT LAUNCH PARKING IM) 101-700.000-967.002 101-000.000-202.000	3,150.00	3,150.00
		Expected Check Run: 11/24/2025		3,150.00	3,150.00
10/31/2025	AP	ABONMARCHE CONSULTANTS, INC. GRANTS & SPECIAL PROJECTS Vnd: 0202 Invoice: 161184	Invoice: 161184 Ref#: 31611(PROJECT 25-0498 BUCHANAN RBDG DOWNTOWN P) 101-700.000-967.002 101-000.000-202.000	6,008.75	6,008.75
		Expected Check Run: 11/24/2025		6,008.75	6,008.75
07/31/2025	AP	ALS GROUP USA, CORP. LAB ANALYTICAL SERVICE Vnd: 1693 Invoice: 3313HN30208	Invoice: 3313HN30208 Ref#: 31603(ACCUTE TOXICITY TESTING - PFAS MAY 2025) 592-590.000-820.000 592-000.000-202.000	825.00	825.00
		Expected Check Run: 11/24/2025		825.00	825.00
07/31/2025	AP	ALS GROUP USA, CORP. LAB ANALYTICAL SERVICE Vnd: 1693 Invoice: 3313HN32951	Invoice: 3313HN32951 Ref#: 31604(ACCUTE TOXICITY TESTING - PFAS JULY 2025) 592-590.000-820.000 592-000.000-202.000	650.00	650.00
		Expected Check Run: 11/24/2025		650.00	650.00
07/31/2025	AP	ALS GROUP USA, CORP. LAB ANALYTICAL SERVICE Vnd: 1693 Invoice: 3313HN32979	Invoice: 3313HN32979 Ref#: 31605(LLHG TESTING JULY 2025) 592-590.000-820.000 592-000.000-202.000	415.00	415.00
		Expected Check Run: 11/24/2025		415.00	415.00
11/19/2025	AP	BCFFTC EDUCATION AND TRAINING Vnd: 0471 Invoice: 11.12.25	Invoice: 11.12.25 Ref#: 31585(FIREFIGHTER 1&2 CLASS FOR CERT - R.BAKER) 101-336.000-960.000 101-000.000-202.000	500.00	500.00
		Expected Check Run: 11/24/2025		500.00	500.00
11/19/2025	AP	BERRIEN COUNTY RECORD LEGAL NOTICES & RECORDINGS Vnd: 0339 Invoice: 11.13.25	Invoice: 11.13.25 Ref#: 31555(445 PN 1ST READING NOTICE, SALE OF PROPE) 101-215.000-903.000 101-000.000-202.000	227.40	227.40
		Expected Check Run: 11/24/2025		227.40	227.40

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
11/19/2025	AP	BEST ONE TIRE & SERVICE MAINTENANCE - EQUIPMENT Vnd: 2080 Invoice: 4430052456	Invoice: 4430052456 Ref#: 31588(SERVICE CALL FOR ORANGE CRUSH TRUCK) 101-441.000-933.000 101-000.000-202.000	271.99	271.99
		Expected Check Run: 11/24/2025		271.99	271.99
11/19/2025	AP	BOBBY E BLAYLOCK MISCELLANEOUS Vnd: 1820 Invoice: 11.4.25	Invoice: 11.4.25 Ref#: 31581(REIMBURSEMENT FOR BRATS FOR THE BCFFA ME) 101-336.000-962.000 101-000.000-202.000	62.64	62.64
		Expected Check Run: 11/24/2025		62.64	62.64
11/19/2025	AP	BUCHANAN POLICE DEPARTMENT SHOP WITH A COP Vnd: 2374 Invoice: 11.14.25	Invoice: 11.14.25 Ref#: 31578(SHOP WITH A COP 2025) 701-000.000-582.032 701-000.000-202.000	3,600.00	3,600.00
		Expected Check Run: 11/24/2025		3,600.00	3,600.00
11/19/2025	AP	CHRISTOPHER POTHOFF UNIFORMS Vnd: 2381 Invoice: 11.7.25	Invoice: 11.7.25 Ref#: 31572(REIMBURSEMENT FOR WORK BOOTS) 101-301.000-768.000 101-000.000-202.000	159.95	159.95
		Expected Check Run: 11/24/2025		159.95	159.95
11/19/2025	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 4249371326	Invoice: 4249371326 Ref#: 31563(MATS FOR CITY HALL) 101-265.000-818.000 101-000.000-202.000	99.83	99.83
		Expected Check Run: 11/24/2025		99.83	99.83
10/31/2025	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 4247160108	Invoice: 4247160108 Ref#: 31591(SHOP TOWELS & MATS) 101-441.000-818.000 101-000.000-202.000	242.79	242.79
		Expected Check Run: 11/24/2025		242.79	242.79
11/19/2025	AP	CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 4250006137	Invoice: 4250006137 Ref#: 31592(SHOP TOWELS & MATS) 101-441.000-818.000 101-000.000-202.000	242.79	242.79
		Expected Check Run: 11/24/2025		242.79	242.79

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
11/19/2025	AP	COMCAST BUSINESS	Invoice: 11.3.25-12.05.25 Ref#: 31612 (MOTHLY CYCLE)		
		TELEPHONE, INTERNET, CABLE	592-590.000-853.000	505.90	
		TELEPHONE, INTERNET, CABLE	101-441.000-853.000	296.65	
		TELEPHONE, INTERNET, CABLE	101-567.000-853.000	171.53	
		Vnd: 1722 Invoice: 11.3.25-12.05.25	592-000.000-202.000		505.90
		Vnd: 1722 Invoice: 11.3.25-12.05.25	101-000.000-202.000		468.18
		Expected Check Run: 11/24/2025			
				974.08	974.08
09/30/2025	AP	COREWELL HEALTH	Invoice: 9.11.25 Ref#: 31577 (VENIPUNCTURE, REGULATORY EXAM, COLOR VIS)		
		MEDICAL EXAMS	101-301.000-961.000	222.00	
		Vnd: 2307 Invoice: 9.11.25	101-000.000-202.000		222.00
		Expected Check Run: 11/24/2025			
				222.00	222.00
11/19/2025	AP	DUBOIS-COOPER ASSOCIATES	Invoice: 1367781 Ref#: 31608 (PIVOT CAP, LK WASH SET, HEX HD CAPSCR, F)		
		MISCELLANEOUS SUPPLIES	592-590.000-756.000	180.00	
		Vnd: 1327 Invoice: 1367781	592-000.000-202.000		180.00
		Expected Check Run: 11/24/2025			
				180.00	180.00
11/19/2025	AP	DULEY PRESS	Invoice: 50494-25 Ref#: 31569 (POLICE DEPARTMENT ENVELOPES)		
		OFFICE SUPPLIES	101-301.000-728.000	165.00	
		Vnd: 2406 Invoice: 50494-25	101-000.000-202.000		165.00
		Expected Check Run: 11/24/2025			
				165.00	165.00
11/19/2025	AP	ELECTION SOURCE	Invoice: 25-2295 Ref#: 31556 (ICP & ICX PER STATE OF MI - TABULATORS)		
		CONTRACTUAL	101-262.000-818.000	930.15	
		Vnd: 0532 Invoice: 25-2295	101-000.000-202.000		930.15
		Expected Check Run: 11/24/2025			
				930.15	930.15
11/19/2025	AP	ETNA SUPPLY CO.	Invoice: S106584839.001 Ref#: 31597 (METER FOR CAR WASH - TO BE REIMBURSI		
		METERS-HYDRANTS-FITTINGS	592-591.000-729.002	3,048.71	
		Vnd: 0919 Invoice: S106584839.001	592-000.000-202.000		3,048.71
		Expected Check Run: 11/24/2025			
				3,048.71	3,048.71
11/19/2025	AP	ETNA SUPPLY CO.	Invoice: S106593474.001 Ref#: 31598 (SMARTPOINT MXU - QTY 10)		
		METERS-HYDRANTS-FITTINGS	592-591.000-729.002	2,226.00	
		Vnd: 0919 Invoice: S106593474.001	592-000.000-202.000		2,226.00
		Expected Check Run: 11/24/2025			
				2,226.00	2,226.00

PROOF ONLY - JOURNAL ENTRIES NOT CREATED					
Post Date	Journal	Description	GL Number	DR Amount	CR Amount
11/01/2025	AP	EXEMPLAR IT SOLUTIONS	Invoice: 1749 Ref#: 31564 (NOV 2025 SLA, WASABI STORAGE. MICROSOFT)		
		TECHNOLOGY CONTRACTUAL SERVICES	101-265.000-819.000	745.57	
		TECHNOLOGY CONTRACTUAL SERVICES	592-590.000-819.000	372.79	
		TECHNOLOGY CONTRACTUAL SERVICES	592-591.000-819.000	372.78	
		TECHNOLOGY CONTRACTUAL SERVICES	101-265.000-819.000	950.00	
		Vnd: 2228 Invoice: 1749	101-000.000-202.000		1,695.57
		Vnd: 2228 Invoice: 1749	592-000.000-202.000		745.57
		Expected Check Run: 11/24/2025			
				2,441.14	2,441.14
10/31/2025	AP	EXEMPLAR IT SOLUTIONS	Invoice: 1745 Ref#: 31565 (IT SUPPORT & ADMIN - CITY HALL OCT 2025)		
		TECHNOLOGY CONTRACTUAL SERVICES	101-265.000-819.000	218.70	
		Vnd: 2228 Invoice: 1745	101-000.000-202.000		218.70
		Expected Check Run: 11/24/2025			
				218.70	218.70
10/31/2025	AP	EXEMPLAR IT SOLUTIONS	Invoice: 1746 Ref#: 31575 (IT SUPPORT & ADMIN - PD OCT 2025)		
		TECHNOLOGY CONTRACTUAL SERVICES	101-301.000-819.000	1,623.78	
		Vnd: 2228 Invoice: 1746	101-000.000-202.000		1,623.78
		Expected Check Run: 11/24/2025			
				1,623.78	1,623.78
10/31/2025	AP	EXEMPLAR IT SOLUTIONS	Invoice: 1747 Ref#: 31587 (IT SUPPORT & ADMIN - DPW OCT 2025)		
		TECHNOLOGY CONTRACTUAL SERVICES	101-441.000-819.000	83.70	
		Vnd: 2228 Invoice: 1747	101-000.000-202.000		83.70
		Expected Check Run: 11/24/2025			
				83.70	83.70
11/19/2025	AP	FIRE SERVICE INC.	Invoice: ST-22974 Ref#: 31582 (ANNUAL FIRE PUMP TESTING - TRUCK 4621)		
		EQUIPMENT TESTING	101-336.000-851.001	650.00	
		Vnd: 1251 Invoice: ST-22974	101-000.000-202.000		650.00
		Expected Check Run: 11/24/2025			
				650.00	650.00
11/19/2025	AP	FIRE SERVICE INC.	Invoice: ST-22975 Ref#: 31583 (ANNUAL FIRE PUMP TESTING - TRUCK 4640)		
		EQUIPMENT TESTING	101-336.000-851.001	650.00	
		Vnd: 1251 Invoice: ST-22975	101-000.000-202.000		650.00
		Expected Check Run: 11/24/2025			
				650.00	650.00
11/19/2025	AP	FIRE SERVICE INC.	Invoice: ST-22973 Ref#: 31584 (ANNUAL FIRE PUMP TESTING - TRUCK 4620)		
		EQUIPMENT TESTING	101-336.000-851.001	650.00	
		Vnd: 1251 Invoice: ST-22973	101-000.000-202.000		650.00
		Expected Check Run: 11/24/2025			
				650.00	650.00

222

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 23330	Invoice: 23330 Ref#: 31567(REPLACE LOOSE LEFT OUTER TIRE ROD) 101-301.000-939.000 101-000.000-202.000	333.47	333.47
		Expected Check Run: 11/24/2025		333.47	333.47
11/19/2025	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 23373	Invoice: 23373 Ref#: 31568(REPAIR WATER PUMP ON 46-3) 101-301.000-939.000 101-000.000-202.000	517.47	517.47
		Expected Check Run: 11/24/2025		517.47	517.47
11/19/2025	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 23385	Invoice: 23385 Ref#: 31594(OIL CHANGE ON 2016 FORD) 592-591.000-939.000 592-000.000-202.000	57.75	57.75
		Expected Check Run: 11/24/2025		57.75	57.75
11/19/2025	AP	HAVILAND PRODUCTS COMPANY CHEMICALS Vnd: 2417 Invoice: 554883	Invoice: 554883 Ref#: 31606(BLEACH - SOD HYPOCHLORIDE & SODIUM BISUL) 592-590.000-743.000 592-000.000-202.000	928.40	928.40
		Expected Check Run: 11/24/2025		928.40	928.40
11/19/2025	AP	HAVILAND PRODUCTS COMPANY CHEMICALS Vnd: 2417 Invoice: 554352	Invoice: 554352 Ref#: 31607(BLEACH - SOD HYPOCHLORIDE & SODIUM BISUL) 592-590.000-743.000 592-000.000-202.000	858.40	858.40
		Expected Check Run: 11/24/2025		858.40	858.40
11/17/2025	AP	HITESMAN, THOMAS READY TO SERVE SEWER WATER Vnd: MISC Invoice: 11/17/2025	Invoice: 11/17/2025 Ref#: 31540(UB refund for account: 5748) 592-000.000-067.021 592-000.000-033.001 592-000.000-033.000 592-000.000-202.000	25.44 9.05 5.04	39.53
		Expected Check Run: 11/24/2025		39.53	39.53
11/19/2025	AP	IDEXX DISTRIBUTION, INC. MISCELLANEOUS SUPPLIES Vnd: 0661 Invoice: 3187859256	Invoice: 3187859256 Ref#: 31596(STERILE VESSELS FOR WATER SAMPLES) 592-591.000-756.000 592-000.000-202.000	301.26	301.26
		Expected Check Run: 11/24/2025		301.26	301.26

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
11/19/2025	AP	INDIANA MICHIGAN POWER COMPANY	Invoice: 11.01.25 Ref#: 31622 (NOVEMBER 2025 USAGE)		
		STREET LIGHTING	101-441.000-926.000	1,067.23	
		UTILITIES	202-474.000-921.000	135.30	
		UTILITIES	592-590.000-921.000	567.94	
		UTILITIES	592-591.000-921.000	325.95	
		UTILITIES	101-336.000-921.000	290.99	
		UTILITIES	101-265.000-921.000	1,203.46	
		UTILITIES	101-441.000-921.000	443.01	
		Vnd: 0131 Invoice: 11.01.25	101-000.000-202.000		3,004.69
		Vnd: 0131 Invoice: 11.01.25	202-000.000-202.000		135.30
		Vnd: 0131 Invoice: 11.01.25	592-000.000-202.000		893.89
		Expected Check Run: 11/24/2025			
				4,033.88	4,033.88
10/31/2025	AP	KEYSTONE COOPERATIVE	Invoice: 6202569 Ref#: 31589 (DIESEL ENGINE FLUID)		
		GAS AND OIL	101-441.000-751.000	174.00	
		Vnd: 2342 Invoice: 6202569	101-000.000-202.000		174.00
		Expected Check Run: 11/24/2025			
				174.00	174.00
11/19/2025	AP	KIESLER'S POLICE SUPPLY, INC.	Invoice: IN270155 Ref#: 31573 (RED DOTS FOR DUTY PISTOLE SIGHTS)		
		TARGET RANGE & SUPPLIES	101-301.000-729.000	739.94	
		Vnd: 1354 Invoice: IN270155	101-000.000-202.000		739.94
		Expected Check Run: 11/24/2025			
				739.94	739.94
10/31/2025	AP	KRUGGEL LAWTON CPA	Invoice: 395330 Ref#: 31561 (PROGRESS BILL FOR ANNUAL FINANCIAL STATE)		
		AUDIT	101-253.000-807.000	3,250.00	
		AUDIT	592-590.000-807.000	1,625.00	
		AUDIT	592-591.000-807.000	1,625.00	
		Vnd: 2145 Invoice: 395330	101-000.000-202.000		3,250.00
		Vnd: 2145 Invoice: 395330	592-000.000-202.000		3,250.00
		Expected Check Run: 11/24/2025			
				6,500.00	6,500.00
11/19/2025	AP	MICHIGAN STATE FIREMEN'S ASSOC	Invoice: 2026 Ref#: 31579 (2026 MEMBERSHIP)		
		MEMBERSHIP AND DUES	101-336.000-831.000	100.00	
		Vnd: 0167 Invoice: 2026	101-000.000-202.000		100.00
		Expected Check Run: 11/25/2024			
				100.00	100.00
11/19/2025	AP	NAPA AUTO PARTS	Invoice: 794164 Ref#: 31586 (FUEL, AIR AND OIL FILTERS)		
		EQUIPMENT MAINT SUPPLIES	101-441.000-758.000	993.34	
		Vnd: 2315 Invoice: 794164	101-000.000-202.000		993.34
		Expected Check Run: 11/24/2025			
				993.34	993.34

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
11/19/2025	AP	NORTH CENTRAL LABORATORIES LAB SUPPLIES Vnd: 0143 Invoice: 527689	Invoice: 527689 Ref#: 31609(LAB SUPPLIES) 592-590.000-757.000 592-000.000-202.000	893.21	893.21
		Expected Check Run: 11/24/2025		893.21	893.21
11/19/2025	AP	ONE BUCHANAN MISC REVENUE/DONATION Vnd: MISC Invoice: 10.15.25	Invoice: 10.15.25 Ref#: 31599(PAPA VINOS FUNDRAISER) 101-000.000-675.000 101-000.000-202.000	195.23	195.23
		Expected Check Run: 11/24/2025		195.23	195.23
11/19/2025	AP	PHILIP HUANG TRAVEL & CAR ALLOWANCE Vnd: MISC Invoice: 11.10.25	Invoice: 11.10.25 Ref#: 31574(MILEAGE REIMBURSEMENT) 101-301.000-873.000 101-000.000-202.000	207.20	207.20
		Expected Check Run: 11/24/2025		207.20	207.20
10/15/2025	AP	PITNEY BOWES POSTAGE POSTAGE POSTAGE Vnd: 2391 Invoice: 11.15.25	Invoice: 11.15.25 Ref#: 31620(POSTAGE) 101-301.000-730.000 101-253.000-730.000 101-262.000-730.000 101-000.000-202.000	28.86 71.04 30.10	130.00
		Expected Check Run: 11/24/2025		130.00	130.00
09/30/2025	AP	PRINTING SYSTEMS OFFICE SUPPLIES Vnd: 1799 Invoice: 239000	Invoice: 239000 Ref#: 31559(VOTER INFO CARDS AND VOTER RESPONSE FORM) 101-262.000-728.000 101-000.000-202.000	85.83	85.83
		Expected Check Run: 11/24/2025		85.83	85.83
09/30/2025	AP	PRINTING SYSTEMS OFFICE SUPPLIES Vnd: 1799 Invoice: 238997	Invoice: 238997 Ref#: 31560(AV BALLOT RETURN & OUTER ENVELOPES, APPL) 101-262.000-728.000 101-000.000-202.000	369.57	369.57
		Expected Check Run: 11/24/2025		369.57	369.57
10/31/2025	AP	ROBERT ADAMS MISCELLANEOUS Vnd: 0084 Invoice: 10.5.25	Invoice: 10.5.25 Ref#: 31580(REIMBURSEMENT FOR FOOD/DRINKS HOSTING TH) 101-336.000-962.000 101-000.000-202.000	138.59	138.59
		Expected Check Run: 11/24/2025		138.59	138.59

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
11/19/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0173089-IN	Invoice: 0173089-IN Ref#: 31614(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 11/24/2025		388.25	388.25
11/19/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0173067-IN	Invoice: 0173067-IN Ref#: 31615(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 11/24/2025		388.25	388.25
11/19/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0173027-IN	Invoice: 0173027-IN Ref#: 31616(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 11/24/2025		388.25	388.25
11/19/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0172999-IN	Invoice: 0172999-IN Ref#: 31617(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 11/24/2025		388.25	388.25
11/19/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0172980-IN	Invoice: 0172980-IN Ref#: 31618(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 11/24/2025		388.25	388.25
11/19/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0172939-IN	Invoice: 0172939-IN Ref#: 31619(SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 11/24/2025		388.25	388.25
11/19/2025	AP	SBF ENTERPRISES CONTRACTUAL Vnd: 1943 Invoice: 0140595	Invoice: 0140595 Ref#: 31562(WINTER 2025 TAX BILL MAILING (ENVELOPES)) 101-253.000-818.000 101-000.000-202.000	339.48	339.48
		Expected Check Run: 11/24/2025		339.48	339.48

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
10/31/2025	AP	SEMCO ENERGY	Invoice: 09.29.25-10.29.25 Ref#: 31621(GAS ENERGY USAGE)		
		ACCT 0157168.501	101-301.000-921.000	139.73	
		ACCT 0157576.500	101-336.000-921.000	99.41	
		ACCT 0359411.500	101-265.000-921.000	34.41	
		ACCT 0374061.500	592-590.000-921.000	84.31	
		ACCT 0158995.500	101-265.000-921.000	363.98	
		ACCT 0348966.501	592-591.000-921.000	65.88	
		ACCT 0157440.501	101-761.004-921.000	38.24	
		ACCT 0156522.501	101-441.000-921.000	274.40	
		BANK FEES AND CHARGES	101-267.000-956.000	3.50	
		Vnd: 0459 Invoice: 09.29.25-10.29.25	101-000.000-202.000		953.67
		Vnd: 0459 Invoice: 09.29.25-10.29.25	592-000.000-202.000		150.19
		Expected Check Run: 11/24/2025		1,103.86	1,103.86
11/19/2025	AP	SMR COMMUNICATIONS INC.	Invoice: 29487 Ref#: 31571(MOBILE PRINTER FOR PATROL VEHICLES)		
		MISCELLANEOUS	101-301.000-962.000	999.00	
		Vnd: 0086 Invoice: 29487	101-000.000-202.000		999.00
		Expected Check Run: 11/24/2025		999.00	999.00
08/31/2025	AP	SPECTRUM PRINTERS, INC	Invoice: 86306 Ref#: 31557(2 TEST DECKS - LIBRARY VOTE TEST DECKS)		
		OFFICE SUPPLIES	101-262.000-728.000	102.84	
		Vnd: 2420 Invoice: 86306	101-000.000-202.000		102.84
		Expected Check Run: 11/24/2025		102.84	102.84
11/19/2025	AP	STAR UNIFORM	Invoice: 51298-2 Ref#: 31576(UNIFORM SHIRT FOR RES. CAMPBELL)		
		RESERVE EQUIPMENT	101-301.000-970.050	108.00	
		Vnd: 1358 Invoice: 51298-2	101-000.000-202.000		108.00
		Expected Check Run: 11/24/2025		108.00	108.00
11/19/2025	AP	USA BLUE BOOK	Invoice: INV00874393 Ref#: 31595(HACH FLUORIDE REAGENT - QTY 5)		
		CHEMICALS	592-591.000-743.000	314.03	
		Vnd: 0388 Invoice: INV00874393	592-000.000-202.000		314.03
		Expected Check Run: 11/24/2025		314.03	314.03
11/19/2025	AP	USA BLUE BOOK	Invoice: INV00883025 Ref#: 31600(HACH ULR CHLORINE BUFFER SOLUTION)		
		CHEMICALS	592-590.000-743.000	82.98	
		Vnd: 0388 Invoice: INV00883025	592-000.000-202.000		82.98
		Expected Check Run: 11/24/2025		82.98	82.98

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
11/19/2025	AP	USA BLUE BOOK CHEMICALS Vnd: 0388 Invoice: INV00879632	Invoice: INV00879632 Ref#: 31601(HACH ULR CHLORINE BUFFER SOLUTION) 592-590.000-743.000 592-000.000-202.000	41.49	41.49
		Expected Check Run: 11/24/2025		41.49	41.49
11/19/2025	AP	USA BLUE BOOK CHEMICALS Vnd: 0388 Invoice: INV00882954	Invoice: INV00882954 Ref#: 31602(INDICATOR SOLUTION FOR ULR CHLORINE) 592-590.000-743.000 592-000.000-202.000	112.17	112.17
		Expected Check Run: 11/24/2025		112.17	112.17
11/19/2025	AP	VERIZON WIRELESS TELEPHONE, INTERNET, CABLE Vnd: 2060 Invoice: 6128147081	Invoice: 6128147081 Ref#: 31570(X3 AIR CARDS FOR PATROL VEHICLES) 101-301.000-853.000 101-000.000-202.000	120.06	120.06
		Expected Check Run: 11/24/2025		120.06	120.06
10/31/2025	AP	VITAL RECORDS CONTROL CONTRACTUAL Vnd: 0595 Invoice: 5579174	Invoice: 5579174 Ref#: 31613(MONTHLY SHREDDING CONTRACT) 101-265.000-818.000 101-000.000-202.000	161.20	161.20
		Expected Check Run: 11/24/2025		161.20	161.20
11/19/2025	AP	WELDY SALES AND SERVICE MISCELLANEOUS SUPPLIES Vnd: 1763 Invoice: 33381	Invoice: 33381 Ref#: 31593(SUPPLIES FOR POLE SAW) 101-441.000-756.000 101-000.000-202.000	138.22	138.22
		Expected Check Run: 11/24/2025		138.22	138.22
11/19/2025	AP	WEST END GRAPHICS MISCELLANEOUS SUPPLIES MAINTENANCE - VEHICLE MAINTENANCE - VEHICLE Vnd: 2423 Invoice: 799 Vnd: 2423 Invoice: 799	Invoice: 799 Ref#: 31590(VINYL LETTERING FOR 2 SQUAD CARS, 1 WATE) 101-265.000-756.000 592-591.000-939.000 101-301.000-939.000 101-000.000-202.000 592-000.000-202.000	130.00 130.00 1,380.00	1,510.00 130.00
		Expected Check Run: 11/24/2025		1,640.00	1,640.00
Cash/Payable Account Totals:				55,709.30	55,709.30

ACCOUNTS PAYABLE	101-000.000-202.000	32,995.02
ACCOUNTS PAYABLE	202-000.000-202.000	135.30
ACCOUNTS PAYABLE	592-000.000-202.000	18,978.98
ACCOUNTS PAYABLE	701-000.000-202.000	3,600.00
TOTAL INCREASE IN PAYABLE:		55,709.30