

SPECIAL MEETING OF THE BUCHANAN CITY COMMISSION KL
TUESDAY, DECEMBER 27, 2022 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

AGENDA

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

* Requests to be added to the agenda as a "Scheduled Matter from the Floor" should be submitted in writing to the City Clerk at least 5 business days prior to the scheduled meeting during which the speaker wishes to appear, and the approval of such requests remain within the discretion of the Mayor. If denied, the speaker may nonetheless speak during the "non-agenda items only" public comments section of the agenda. * Those who are unable to appear during a meeting but who still wish to share public comment may submit such comments in written form to the City Clerk at least 4 hours in advance of the meeting. * Individuals with disabilities may request necessary reasonable accommodations by submitting requests to the City Clerk, preferably at least 24 hours in advance. * Written requests and comments may be submitted to the City Clerk either in person or via mail to Buchanan City Hall, 302 N. Redbud Trail, Buchanan, MI 49107, or via email to clerk@cityofbuchanan.com

I. Call to Order

II. Recognition

III. Pledge of Allegiance

IV. Roll Call

V. Approve Agenda

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

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

A. 1) **Planning Commission Appointment**- Consider appointing Anthony "Tony" Houser to the planning commission for a three-year term beginning January 2023 on the recommendation from the Planning Commission on December 13th.

B. 2) **Minutes**- Consider approving the Regular Meeting Minutes from the December 12, 2022 City Commission meeting.

C. 3) **Expenditures**- Consider approving expenditures for December 27, 2022, in the amount of **\$282,263.64**.

****NOTE:** \$279,864.70 of the amount above is for **GENERAL** expenditures. \$2,398.94 of the amount above is for the 11.1.22 - 11.30.22 **Summer Tax Disbursement**.

VIII. Scheduled Matters from the Floor (if any)

A. 1) **Culvert Evaluation Agreement**- Consider authorizing Manager Grace to sign the proposed contract formalizing the agreement previously approved verbally by the City Commission during a special meeting on site at the culvert location.

2) **Front Street & Oak Traffic Signal Agreement**- Consider approving an agreement to authorize work to upgrade the traffic signal at Front & Oak. (This project was contemplated since the inception of the larger infrastructure project concept first began back in 2022. MDOT funding is lined up to cover associated expenditures as part of the City's participation in NATS, the Niles Area Transportation System, which divides up federal highway road monies amongst road agencies in our part of Berrien County. Prein&Newhof needs the agreement formalized so that we can proceed with submitting it along with our entire MDOT road money grant applications in order to effectuate the federal road money allocations).

3) **Engineering Change Order #1**- Consider approving the proposed change order. (This change order updates the existing agreement with P&N to reflect the changes previously approved by the City Commission, following multiple public meetings and open houses regarding the streetscape design. These new figures have been submitted to NATS and are part of our application for increased street funding through MDOT/federal highway transportation funds, so need to be formalized in order for our requests for road money allocations to proceed).

4) **Engineering Change Order #2**- Consider approving the proposed change order.

IX. Reports by: Departments, Committees, Boards

A. Friends of the Trail- Jerry Fleanor update on Trail Grant Extension

B. Community Development Director Report

1) **Zen Leaf Renewals**- Consider approving the Zen Leaf marijuana medical and adult use retail permit renewals for 259 E. Front St.

2) **Blackbird Renewal**- Consider approving the Blackbird/Elkhorn Valley grower class C marijuana permit renewal for 402 - 404 S. Oak.

3) **Stark School Façade Grant Request**- Consider approving the Stark School Façade Grant Application for 502 Claremont.

4) **Grant Updates & Awards**- McCoy's Creek Trail Extension Grant update, Spark grant update, A Vision for Buchanan Urban Guild Award

-Kurt Garner to present update on Buchanan Preservation Plan

C. Clerk Report- Kalla Langston

1) Recount update from November 8, 2022, General Election

2) Prop-2 changes with the upcoming May 2023 Special Election.

X. Unfinished Business

A. Appointment of Commissioners as Alternates to serve on any boards/committees/commissions- Consider making motions to appoint Commissioners as alternates to serve on City Boards/Committees/Commissions, as desired.

B. Microbusiness Ordinance- Consider the Second Reading of Ordinance 2022.12/435, Proposed Amendments to the Adult Use Microbusiness Ordinance to include Class A Microbusinesses, as is newly allowed via recently updated state law. If passed at second reading, the ordinance will take effect following publication.

XI. New Business

A. 1) Enter Closed Session- Consider entering Closed Session to discuss the potential lease or purchase of real property, pursuant to MCL 15.268 Section 8(1)(d).

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

3) **Action**- Consider action pursuant to Closed Session discussions.

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

A. Downtown Infrastructure Road Right of Way Map Updates- maps are shared for informational purposes only, no action needed.

- B. **Previous Agenda Item, Progress Update**- Andy Campbell indicated that he will not be ready to present information relating to the water/sewer rate proposals/USDA project until the January meeting. Similarly, the updated City credit card policies are planned to be presented at that time as well.

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

XIV. Executive Comments

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

XV. Adjourn



REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, DECEMBER 12, 2022 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

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.

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I. Call to Order

Meeting was called to order by Mayor Sean Denison at 7:00 P.M.

II. Recognition

III. Pledge of Allegiance

Mayor Denison led in the Pledge of Allegiance.

IV. Roll Call

Present: Mayor Sean Denison, Mayor Pro Tem Mark Weedon, Commissioner Larry Money, Commissioner Patrick Swem, Commissioner Dan Vigansky

Absent: None

City Staff: City Manager, Heather Grace; City Clerk, Kalla Langston; City Treasurer, Deborah Perez; Community Development Director, Rich Murphy; Director of Public Services, Mike Baker; Director of Public Safety, Tim Ganus, Chief of Police Harvey Burnett; Mainstreet Manager/ Chamber Executive, Ashley Regal

V. Approve Agenda

Motion made by Vigansky supported by Weedon, to amend the agenda to add item for Credit Card Discussion under Section IX. Reports by Departments, item E. Finance Department Report number 2. Motion carries 4-1.

Yea: Weedon, Vigansky, Swem, Money

Nay: Denison

Motion made by Vigansky, supported by Weedon to amend the agenda to add item for a presentation about the removal of the silos as item A. under Section XI. New Business. Motion carries 4-1

Yea: Weedon, Money, Swem, Vigansky

Nay: Denison

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

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

Don Ryman- Comments about Zoning Code, does not believe we need a completely new zoning code.

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

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

A. Minutes- Consider approving the Regular Meeting Minutes for November 28, 2022.

B. Expenditures- Consider approving the expenditures for December 12, 2022, in the amount of \$42,614.06

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

IX. Reports by: Departments, Committees, Boards

A. Public Safety Report- Chief Harvey Burnett

1) Shop with a Cop 2022

Burnett gave the Commission an update about Shop with a Cop on December 3rd. The PD took a total of 14 children, 12 in person to shop at Wal-Mart in Niles, with 2 children not being able to be present a school representative was able to shop for them. With the gracious donations that were given each child was able to spend \$200.00, in past years it was \$100.00. The event was a huge success, with the Mayor and Courtney from City Hall helping in the event. He gave a giant thank you to The American Legion, Buchanan Scarecrow Charities, the Buchanan-Galien Lions Club, and other private and businesses that were able to donate. It's a great event to give back to the community.

Denison also wanted to give a thank you to the Sweet Shop for hosting the kids for snacks after the shopping.

B. Community Development Director Report- Rich Murphy

1) Microbusiness Ordinance- Consider First Reading of Proposed Amendments to the Adult Use Microbusiness Ordinance to include Class A Microbusinesses, as is newly allowed via recently updated state law.

Murphy brought forth an amendment to the Adult Use Microbusiness Ordinance (2019.11/214). The state has made changes regarding Microbusiness. For public knowledge, Microbusiness was a concept developed for a smaller business to be able to compete. Buchanan had opted into one microbusiness license in 2019. The class A has a few changes that Murphy outlined on the ordinance. *See attachment A*

Denison wanted to clarify that the city is not adding any more dispensaries that were not already approved. Murphy is requesting to change our ordinance to mirror the states rules.

Vigansky wanted to get a better understanding of the Microbusiness.

Weedon commended the Walpole Brothers for sticking with it.

Motion made by Weedon, supported by Money to approve the first reading of proposed amendments to the Adult Use Microbusiness Ordinance, as presented. Motion carries 4-1.

Yea: Denison, Weedon, Money, Swem

Nay: Vigansky

C. Main Street Winter 2022 Progress Report- *Main Street Manager/Buchanan Chamber of Commerce Director, Ashley Regal & Main Street Board Chairperson Tony Housand will provide an update on recent progress.*

Regal gave an update on The Michigan Main Street Board and what they have been working on. With the training complete in November, the four components of Main Street is Design, Economic Vitality, Promotion, and Organization.

The board has subcommittees in the four components. Regal went through the committees and the people that serve on them as well as their priorities. Regal is extremely proud of the project and all the work the boards have put in.

D. Board of Review Appointments- Clerk Kalla Langston

-Note that both items above are recommended for approval by City Assessor Mindy Cole-Crocker.

1) Emma Lysy Application- Consider the application of Emma Lysy to join the Board of Review due to the vacant position in 2023 with the term beginning in January of 2023- term ending in January 2025

Motion made by Vigansky, supported by Money, to appoint Emma Lysy to the Board of Review, as presented. Roll call vote carries unanimously.

2) Jeff Griffin Re-Appointment Request- Consider Re-appointing Jeff Griffin to the Board of Review with a 2-year term beginning in January 2023- term ending in January 2025

Motion made by Swem, supported by Money to appoint Jeff Griffin to the Board of Review, as presented. Roll call vote carries unanimously.

E. Finance Department Report- Deborah Perez

1) Finance Dep't Update, ~~including discussion by Financial Advisor Andy Campbell of Baker Tilly~~

Perez had supplied a revenue and expenditure report as well as the bank reconciliation for October. Revenue and expenditure for the General Fund were at just about 40% revenue collected and 40% expenses. 501 water/sewer is at 52% collected and 40% for expenditures.

2) Credit/ Purchasing Card

Perez updated the Commission as to why the Purchasing Cards were removed from the agenda. The agenda before had asked the Commission for 3 additional purchasing cards, two of which were replacements due to staff changes, the other was for a newly issued card. Which if the three had been approved it would have given the city a total of 15 cards. Perez is looking to revamp that policy as she does not see the need to have that number of cards, nor does the city have a policy on purchasing cards for employees. Perez will be creating one to bring in front of the Commission and would like to move forward with having corporate cards with authorized signatures.

Perez also updated the commission that she was nominated by Grace to AM Champion program for the Asset Management and will begin that in January. Winter taxes are being collected now through February.

F. Public Services Report - Director Mike Baker

1) New DPW Bldg. Construction Bids- Consider approving AVB to go out to bid on the upcoming project to construct a new DPW bldg.

Motion made by Vigansky, supported by Money to AVB going out to bid on the new DPW building, as per AVB's presented recommendations.

Swem asked for discussion.

In the agenda Andy Campbell was supposed to be here to talk about how the city is going to fund the project. Grace was asked to go over the expectation of how we are paying for this.

Grace had a meeting with Campbell and decided that \$45,000 would come out of 101 General Fund and \$45,000 would come out of streets between local and major to be determined by the Commission. The water/sewer rates would be raised as previously discussed to cover the other half of the bond payment.

Swem has been against a project this large the entire time. But he did want to thank the team that has done all the work into this project, it was a huge commitment that was made. He urges his colleges not to handcuff the community with the financial baggage that comes along with a 5-million-dollar project. It does not provide enough efficiency or economic impact to justify this level of expense. The city is not in a position to absorb this level of cost. The concept of having our water/sewer bills carry much of that load is one that's a significant concern. With our \$20 million bond on the horizon, this proposal essentially becomes a tax that hurts the people in this community that can afford it the least. The fear of \$200 water bills for a family is already knocking on our door and he's already consistently paying over \$150 a month. He won't vote yes for a project that's going to have that level of negative financial impact on households in this community and crush our ability to fund projects through the financial burden. It's just too much money.

Vigansky agrees with Swem but now we're between a rock and a hard spot. The building is gone and about three years behind schedule. He's going to be complaining a lot about the water bills because there should have been a lot more work put into this on the financial side.

Discussion between commission about cost of the building and alternative options.

Roll call

Yea: Money, Denison, Vigansky

Nay: Swem, Weedon

Motion carries 3-2.

2) General Public Services Dep't Update

Street Sweeper is still broken down, parts have still not come in yet. If we don't have a timeline, we will need to be on a list to rent one out.

Anticipating snow this weekend the DPW got the trucks ready to go.

Concerns about trash, even though it takes time to pick up the trash. Vigansky would like the trashcans left out downtown. Baker removed them due to snow fall and not being able to maneuver the equipment on the sidewalks to clear snow. Vigansky would like to know if there is anything we can do about the dumping of wood and other materials. Baker is a proponent of fences around the dumpsters.

X. Unfinished Business

- A. Items X. A was postponed at the November 28th meeting for all the Commissioners to be present on deciding (Items VIII. B. was postponed at the City Commission meeting on November 14th. until the entire City Commission could have a further review of said boards.)**

--OPTIONAL Boards for the City Commission to consider for potential creation:

-After further one-on-one conversations with City Commissioners, Manager Grace does not necessarily recommend the creation of these optional boards, unless the City Commissioners so desire:

(B) Boards to Consider for Possible Creation:

(1) Compensation Commission (2 seats)

-As noted in the Buchanan City Charter, at Sec. 4.4, the Home Rule City Act, Public Act 279 of 1909, allows for the creation of a Compensation Commission by ordinance.

(2) Finance Committee- While not required by statute, a Finance Committee could be a way to further improve the City's financial oversight, as well as provide an additional mechanism for enhanced transparency.

(3) Board of Public Works- Pursuant to Buchanan City Charter, a Board of Public Works could be created, which could include one to two members from the City Commission, plus three other members (five members total), with the three other members being "freeholders and electors of the City" [aka, a registered voter who owns property in the City], as per the Charter--in addition to seeking out members with experience in construction or related fields. The Charter also indicates that the Board of Public Works, if created, shall be charged and entrusted with the following duties, powers and responsibilities subject to the direction of the Commission:(1) The construction, management, supervision, and control of the City water works. (2) The construction, management, supervision, and control of any municipal electric system [doesn't apply in our situation]. (3) The construction, management, supervision, and control of such other public improvements or works as are designated by ordinance.

(4) Community Development Implementation Committee- Could be created to help oversee and guide our Community Development Department's implementation of the the City's stated goals and visions related to community development, including certification in the Redevelopment Ready Communities Program, creation of a successful Main Street program, creation of an updated zoning code, and implementation of the Andrew's University 'Vision for Buchanan' plan.

(5) Economic Development Committee- an Economic Development Committee could be created to help guide City staff regarding items pertaining to economic development, such as façade grant programs, tax incentive programs, the sale of City-owned property, marijuana permit-related matters, and other issues relating to economic development.

(6) Compliance Committee- a Compliance Committee, if created, could be charged with providing additional oversight in the areas of legal and ethical compliance, as well as statutory and regulatory compliance.

(7) Public Safety Committee- a Public Safety Committee could be charged with all matters related to Public Safety, including the creation and implementation of a new blight remediation and code enforcement program--to including rental inspections, etc.

(8) Governance & Administration Committee- a Governance & Administration Committee could be charged with the development of best practices related to matters pertaining to governance

and administration, including things such as elections, public communications, interactions with the public, social media policies, etc.

(9) Any other Alternate and Board Appointments

Motion made by Vigansky to take no action on all items under Unfinished Business at this time, no support to motion. Motion fails.

Motion made by Swem, supported by Weedon to create the finance committee, with Commissioner Swem, Mayor Pro Tem Weedon, City Manager Heather Grace, and City Treasurer Deborah Perez.

Yea: Swem, Denison, Weedon, Money

Nay: Vigansky

Motion carries 4-1.

XI. New Business

A. Removal of Silos

Mario Palmisano representing South Bend Chocolate Factory. The SBCF is building a complex by the South Bend Airport, they are wanting the silos that have the domed top to create a golden dome. Ultimately, they are willing to take the equipment down at their cost.

The Commission would like to set a meeting with the other company that was interested in the silos and with Mario.

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

A. GoGov App Soft Launch- Manager Grace will share a communication related to the soft launch of a new City app from GoGov called "My Buchanan Go" in the app store.

The city is looking for feedback on the app during this soft launch, to tweak anything that may need to be added. Then we will market it in full force.

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

William Hass- Works in the Marihuana Industry, questioned the 6th marihuana retail permit. He would also like to have the opportunity for Microbusiness Class A Permit.

Kelly Lesh- Christmas parade was beautiful, and just wanted to give thanks to the DPW crew for coming out the next morning and doing a trash run. Also wanted to praise to Mike Baker for always being readily available and professional with any incidents that occur.

XIV. Executive Comments

A. City Manager Comments

It was mentioned in the finance department report that I have recommended for our treasurer to join the asset management champions program. I just finished my own training - it's about a 3 1/2-month long program, it's very intensive, there's a little over 40 hours' worth of online modules that you have to do as well as six interactive facilitated zoom meetings plus two in person meetings in Lansing. I wanted to discuss it this evening to impress upon the community the importance of this endeavor and the fact that it's going to be very intensive timewise for staff but in the end, it has huge dividends. Just to touch on some of the points from the program; essentially what they're asking us to do is inventory every foot, every yard of infrastructure throughout this entire community and if you can imagine the thousands of miles of water and sewer, storm sewer pipe, in addition to streets sidewalks they must inventory. Every single publicly

owned building they want us to inventory, absolutely everything that we have, every playground structure associated with the replacement cost and life expectancy, and you know there was vandalism at this site you just have to do that ,there's a service line that needs replacement. It's extremely complicated. We'll ultimately result in literally millions of data inputs by staff. They estimate that it will probably take approximately five years to fully complete but, in the end, once you do that it creates a system, and that system allows you to have extremely accurate budgeting both short term and long term. It really allows citizens of Buchanan to have their elected representatives make the most well-informed decisions for future generations to come. It's a system that's a breathing documented system, constantly updated and evolving, and I'm looking forward to bringing that to the community. I did want to share that I would be certified in that program. There's a very small amount of folks certified in it so I'm excited to bring that. You'll probably hear me discussing that over the next several years.

B. Commissioner Comments

Weedon - Thank you for everybody here. We put a lot of pressure on Mike in particular, I wanted to thank you for bringing answers. He know it was quite a different thing for you to have to be at the forefront of the DPW and give presentations, but I think now you understand those expectations and you bring answers, not just what we needed. We should bring justifiable reasons for actions that are taken out there. Ashley explained the Main Street program exceptionally well. I know that there's always a lot of questions about what it is. It's going to improve itself and with the work that you've already done. Rich, thank you so much for bringing that microbusiness and attention to detail about what that is and the changes that have come with it. Shop with a Cop, you guys always knock it out of the park. I'd like to say thanks to Joe and Tom for having the kids down at the Sweet Shop, very cool to see Sean down there, officers, and the kids. The recount is tomorrow, and I wish the best of luck to Monroe. I realize it's not just necessarily directed at me, but we are within one vote so this could be my last meeting. If it is, thank you for the last four years; if it isn't, then I'll see you in two weeks. Best of luck at the recount tomorrow.

Swem - Thanked his peers for a good discussion. Looks forward to the next meeting.

Vigansky – Donated to the library for their fundraiser. Touched on the his participation in the Republican delegate meetings. The Republican Party have 150 plus delegates now if anybody's interested delegates throughout the county and I know this is on the republican side - with the Democrats I'm sure it's the same thing and I don't do this very often it's just to get involved and to get educated. so, he could bring this education down here as far as Roberts Rules and how to conduct the meetings and I learned how not to do it.

Money – Thanked Regal for her introduction to the Main Street program, Baker for improving and doing a great job, and the police department for their Shop with a Cop program. He thanked everyone involved. He recognized the commission for the work they put in to make the City a better place and it's a privilege to serve with them.

C. Mayor Comments

Denison thanked everyone for attending and participation. He wished the City staff good health.

XV. Adjourn

Motion made by Weedon supported by Money to adjourn the meeting at 8:52 P.M. Roll call vote carries unanimously.

Kalla Langston, City Clerk

Mayor Sean Denison

Item VII. C.

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
			Fund Totals:			
			Fund 101 GENERAL			225,585.24
			Fund 103 CAPITAL PROJECTS			94.95
			Fund 107 DOWNTOWN DEVELOPMENT FUND			11.74
			Fund 202 MAJOR STREETS			24,280.98
			Fund 501 W & S MAINTENANCE & OPERATI			29,611.29
			Fund 701 TRUST AND AGENCY			280.50
			Total For All Funds:			<hr/> 279,864.70

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN
 EXP CHECK RUN DATES 12/27/2022 - 12/27/2022
 JOURNALIZED
 OPEN

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
12.6.22 25219	BRANDON CARPENTER AEP OPEN HOUSE - RESERVES 701-000.000-150.000	12/06/2022 CBAHAM POLICE RESERVES	12/27/2022	50.00 50.00	50.00	Open	Y 12/19/2022
12.6.22 25220	SWEET C. ROBINSON AEP OPEN HOUSE - RESERVES 701-000.000-150.000	12/06/2022 CBAHAM POLICE RESERVES	12/27/2022	30.00 30.00	30.00	Open	Y 12/19/2022
12.13.22 25221	ANDREW WARNER BOOT/UNIFORM REIMBURSEMENT 501-590.000-768.000	12/13/2022 CBAHAM UNIFORMS	12/27/2022	250.00 250.00	250.00	Open	Y 12/19/2022
S2329752 25222	ALLIED 100, LLC CHARGING PACK - PD 101-301.000-756.000	12/07/2022 CBAHAM MISCELLANEOUS SUPPLIES	12/27/2022	136.99 136.99	136.99	Open	Y 12/19/2022
11.15.22 25223	BRITNI WALL REIMBURSEMENT FOR BUCKTOWN 101-101.000-805.000	11/15/2022 CBAHAM MARKETING PLAN	12/27/2022	57.11 57.11	57.11	Open	Y 12/19/2022
1918-R-0006 25224	CUSTOM COMPUTER COMPANY LLC MICROSOFT LICENSE, NETWORK 101-265.000-818.000	11/01/2022 CBAHAM CONTRACTUAL	12/01/2022	3,712.60 3,712.60	3,712.60	Open	Y 12/19/2022
73306 25225	CMP DISTRIBUTORS BLACK CARRIER- VEST FOR OFFICER 101-301.000-768.000	12/06/2022 CBAHAM UNIFORMS	01/06/2022	655.00 655.00	655.00	Open	Y 12/19/2022
46531 25226	CROWN TROPHY #93 ENGRAVED PLATE FOR TREE FRIENDS - 701-000.000-250.091	11/18/2022 CBAHAM BUCHANAN TREE FRIENDS	12/18/2022	20.50 20.50	20.50	Open	Y 12/19/2022
4140139915 25227	CINTAS CORPORATION DPW SHOP TOWELS AND MATS 101-441.000-756.000	12/13/2022 CBAHAM MISCELLANEOUS SUPPLIES	12/20/2022	145.15 145.15	145.15	Open	Y 12/19/2022

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
4139456355 25228	CINTAS CORPORATION CITY HALL MAT REPLACEMENT 101-265.000-818.000	12/06/2022 CBAHAM	12/15/2022	77.88 77.88	77.88	Open	Y 12/19/2022
15443B 25229	DISABILITY NETWORK SOUTHWEST MI DESIGN REVIEW OF ST. JOSEPH RIVER 101-101.000-857.000	12/06/2022 CBAHAM	12/15/2022	100.00 100.00	100.00	Open	Y 12/19/2022
W86908374 25230	EARL SCANLON REIMBURSEMENT FOR 20 YEAR SERVICE 101-336.000-831.000	12/08/2022 CBAHAM	12/27/2022	402.74 402.74	402.74	Open	Y 12/19/2022
11052101 25231	STATE OF MICHIGAN NPDES ANNUAL PERMIT FEE, MUNICIPAL 501-590.000-916.000	12/01/2022 CBAHAM	12/27/2022	5,500.00 5,500.00	5,500.00	Open	Y 12/19/2022
4410 25232	FRAME PRODUCTS INC. QUAD CAM POLE BRACKET 101-265.000-818.000	08/17/2022 CBAHAM	09/17/2022	250.00 250.00	250.00	Open	Y 12/19/2022
LQ01563766 25233	GFL ENVIRONMENTAL SERVICES USA USED OIL DISPOSAL 501-590.000-962.000	11/30/2022 CBAHAM	12/30/2022	179.93 179.93	179.93	Open	Y 12/19/2022
4430009993 25234	BEST ONE FLEET SERVICE TIRE FOR 1997 INTERNATIONAL DUMP 101-441.000-933.000	12/15/2022 CBAHAM	12/30/2022	317.99 317.99	317.99	Open	Y 12/19/2022
179578492 25235	HARVEY BURNETT REIMBURSEMENT FOR AWARDS PLAQUE 101-301.000-728.000	12/05/2022 CBAHAM	12/30/2022	61.12 61.12	61.12	Open	Y 12/19/2022
OID 345486 25236	INTERNATIONAL ASSOC. FOR PROPERTY NEW MEMBER VIDEO CLASS 101-301.000-960.000	12/07/2022 CBAHAM	12/30/2022	395.00 395.00	395.00	Open	Y 12/19/2022

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MARATHON							
25237	JERRY FLENOR REIMBURSEMENT FOR GASOLINE 103-000.000-970.031	12/16/2022 CBAHAM	12/30/2022	94.95	94.95	Open	Y 12/19/2022
	TRAIL GRANT EXPENDITURES			94.95			
INV17319							
25238	JACK DOHENY SUPPLIES, INC. VACTOR TRUCK PUMP 101-441.000-933.000	10/07/2022 CBAHAM	11/07/2022	1,713.98	1,713.98	Open	Y 12/19/2022
	MAINTENANCE - EQUIPMENT			1,713.98			
10.28.22-11.29.22-2							
25239	INDIANA MICHIGAN POWER COMPANY WWTP POWER USAGE 501-590.000-921.000	12/06/2022 CBAHAM	12/29/2022	4,641.77	4,641.77	Open	Y 12/19/2022
	UTILITIES			4,641.77			
023							
25240	HARTLINE EXPERT TREE LLC TREE REMOVAL AT 105 CHARLES CT 202-468.000-836.000	12/19/2022 CBAHAM	12/27/2022	3,500.00	3,500.00	Open	Y 12/19/2022
	TREE REMOVAL/REPLACEMENT			3,500.00			
12.6.22-2							
25241	SWEET C. ROBINSON BUCHANAN BASKETBALL GAME - RESERVE 101-301.000-818.000	12/06/2022 CBAHAM	12/27/2022	36.00	36.00	Open	Y 12/19/2022
				36.00			
12.16.22							
25242	SWEET C. ROBINSON BASKETBALL GAME - RESERVE 701-000.000-150.000	12/16/2022 CBAHAM	12/27/2022	42.00	42.00	Open	Y 12/19/2022
	POLICE RESERVES			42.00			
12.10.22							
25243	SWEET C. ROBINSON BASKETBALL GAME - RESERVE 701-000.000-150.000	12/10/2022 CBAHAM	12/27/2022	30.00	30.00	Open	Y 12/19/2022
	POLICE RESERVES			30.00			
12.15.22							
25244	SWEET C. ROBINSON GIRLS BASKETBALL GAME - RESERVE 701-000.000-150.000	12/15/2022 CBAHAM	12/27/2022	42.00	42.00	Open	Y 12/19/2022
	POLICE RESERVES			42.00			
12.15.22							
25245	BRANDON CARPENTER GIRLS BASKETBALL GAME - RESERVE 701-000.000-150.000	12/15/2022 CBAHAM	12/27/2022	30.00	30.00	Open	Y 12/19/2022
	POLICE RESERVES			30.00			

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12.16.22 25246	LARRY SCHMELING BUCHANAN BASKETBALL GAME - RESERVE 701-000.000-150.000	12/16/2022 CBAHAM POLICE RESERVES	12/27/2022	36.00 36.00	36.00	Open	Y 12/19/2022
PSI- 034383 25247	HULL LIFT TRUCK KIT RADIO 101-276.000-933.000	09/06/2022 CBAHAM MAINTENANCE - EQUIPMENT	10/06/2022	438.27 438.27	438.27	Open	Y 12/19/2022
PSI-0328543 25248	HULL LIFT TRUCK SERVICE ON TOOLCAT 101-276.000-933.000	11/29/2022 CBAHAM MAINTENANCE - EQUIPMENT	12/29/2022	442.86 442.86	442.86	Open	Y 12/19/2022
RI 1971823 25249	COLDSRING MEMORIAL EMBLEM FOR PURUCKER, NORMA 101-276.000-932.000	12/02/2022 CBAHAM MAINTENANCE-GROUNDS	12/31/2022	559.00 559.00	559.00	Open	Y 12/19/2022
2023 25250	MICHIGAN ASSOCIATION OF MUNICIPAL REMAINING MEMBERSHIP DUES (RATE 101-215.000-945.000	12/16/2022 CBAHAM MEMBERSHIP & DUES	12/31/2022	15.00 15.00	15.00	Open	Y 12/19/2022
NOV. 2022 25251	AALFS PETROLEUM INC. FUEL CHARGES 101-301.000-751.000 101-441.000-751.000 101-336.000-751.000 501-591.000-751.000 501-590.000-751.000 101-276.000-751.000	12/16/2022 CBAHAM GAS AND OIL GAS AND OIL GAS AND OIL GAS AND OIL GAS AND OIL GAS AND OIL	12/31/2022	5,847.51 794.96 3,410.06 58.61 276.90 246.29 1,060.69	5,847.51	Open	Y 12/20/2022
CON. NOV 2022 25252	INDIANA MICHIGAN POWER COMPANY CONSOLIDATED POWER BILL 101-441.000-926.000 202-474.000-921.000 501-590.000-921.000 501-591.000-921.000 101-336.000-921.000 101-265.000-921.000 101-301.000-921.000	12/02/2022 CBAHAM STREET LIGHTING UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES	12/31/2022	3,403.61 529.49 104.48 655.97 428.54 329.12 598.98 300.22	3,403.61	Open	Y 12/20/2022

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	101-371.001-921.000	UTILITIES		149.75			
	101-441.000-921.000	UTILITIES		304.94			
	101-265.000-921.000	UTILITIES		2.12			
2247 25253	CUSTOM COMPUTER COMPANY LLC MISC LABOR FOR CITY HALL 101-265.000-818.000	12/19/2022 CBAHAM CONTRACTUAL	12/26/2022	577.50 577.50	577.50	Open	Y 12/20/2022
12.12.22 25254	COMCAST BUSINESS DPW - 8771.40.225.0163530 101-441.000-853.000	12/12/2022 CBAHAM TELEPHONE, INTERNET, CABLE	12/31/2022	206.78 206.78	206.78	Open	Y 12/20/2022
12.7.22 25255	COMCAST BUSINESS CEMETERY- 8771.40.225.0111091 101-276.000-853.000	12/07/2022 CBAHAM TELEPHONE, INTERNET, CABLE	12/28/2022	158.16 158.16	158.16	Open	Y 12/20/2022
12.01.2022 25256	COMCAST BUSINESS WATER TOWER - 8771.40.225.0110325 501-591.000-853.000	12/01/2022 CBAHAM TELEPHONE, INTERNET, CABLE	12/22/2022	106.85 106.85	106.85	Open	Y 12/20/2022
12.01.22 25257	COMCAST BUSINESS FIRE DEPARTMENT - 101-336.000-853.000	12/01/2022 CBAHAM TELEPHONE, INTERNET, CABLE	12/22/2022	278.27 278.27	278.27	Open	Y 12/20/2022
12.12.22-2 25258	COMCAST BUSINESS WASTEWATER -8771.40.226.0280175 501-590.000-853.000	12/12/2022 CBAHAM TELEPHONE, INTERNET, CABLE	12/31/2022	237.54 237.54	237.54	Open	Y 12/20/2022
317459 25259	KCI WATER BILL MAILING FOR DECEMBER 2022 501-591.000-730.000 501-590.000-730.000	12/06/2022 CBAHAM POSTAGE POSTAGE	12/06/2022	978.86 489.43 489.43	978.86	Open	Y 12/20/2022
360097 25260	KRUGGEL LAWTON CPA FINAL BILL FOR ANNUAL AUDIT 101-253.000-807.000	11/30/2022 CBAHAM AUDIT	12/30/2022	1,000.00 1,000.00	1,000.00	Open	Y 12/20/2022

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NOVEMBER 2022							
25261	KOTZ, SANGSTER, WYSOCKI LEGAL FEES 101-172.000-826.000 101-101.000-826.000	12/11/2022 CBAHAM LEGAL FEES LEGAL FEES	12/31/2022	7,605.11 3,802.55 3,802.56	7,605.11	Open	Y 12/20/2022
60888 25262	MILESTONE CONTRACTORS NORTH, INC COLD PATCH 501-591.000-933.000	12/09/2022 CBAHAM MAINTENANCE - EQUIPMENT	12/31/2022	714.00 714.00	714.00	Open	Y 12/20/2022
102784 25263	MILLER INDUSTRIAL GASES CLINDER RENTAL 101-441.000-756.000	11/30/2022 CBAHAM MISCELLANEOUS SUPPLIES	12/31/2022	5.40 5.40	5.40	Open	Y 12/20/2022
2427 25264	MURDOCKS GLASS LLC WINDOW AT PD REPAIR 101-301.000-931.000	12/14/2022 CBAHAM MAINTENANCE-BUILDINGS	12/31/2022	602.00 602.00	602.00	Open	Y 12/20/2022
551-608535 25265	MICHIGAN STATE POLICE TOKEN FEE FOR 10.1.22-12.31.22 101-301.000-818.000	12/13/2022 CBAHAM CONTRACTUAL	12/31/2022	33.00 33.00	33.00	Open	Y 12/20/2022
ORD000228983 25266	MILLER WELDING SUPPLY FLAP DISK FOR WWTP 501-590.000-939.000	12/14/2022 CBAHAM MAINTENANCE - VEHICLE	12/14/2022	42.50 42.50	42.50	Open	Y 12/20/2022
280234022001 25267	OFFICE DEPOT DESK PAD AND C-FOLD TOWELS - PD 101-301.000-728.000	12/01/2022 CBAHAM OFFICE SUPPLIES	12/31/2022	166.54 166.54	166.54	Open	Y 12/20/2022
479990 25268	NORTH CENTRAL LABORATORIES PIPET TIPS - WWTP 501-590.000-757.000	12/05/2022 CBAHAM LAB SUPPLIES	12/31/2022	538.36 538.36	538.36	Open	Y 12/20/2022
221207 25269	PLACEMAKERS, LLC TASK 2 - DRAFT ZONING ORDINANCE - 101-101.000-857.000	12/07/2022 CBAHAM GRANTS & SPECIAL PROJECTS	12/31/2022	6,292.50 6,292.50	6,292.50	Open	Y 12/20/2022

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31304 25270	PRIDE THE PORTABLE TOILET TOILET RENTALS - BAOT LAUNCH, 101-756.000-818.000 CONTRACTUAL	10/02/2022 CBAHAM	11/02/2022	1,180.00 1,180.00	1,180.00	Open	Y 12/20/2022
226107 25271	PRINTING SYSTEMS 1099 TAX FORMS FOR MISC. VENDORS 101-253.000-728.000 OFFICE SUPPLIES	11/18/2022 CBAHAM	12/18/2022	87.22 87.22	87.22	Open	Y 12/20/2022
71411 25272	PREIN & NEWHOF EVALUATION OF CUVERT 101-265.000-818.000 CONTRACTUAL	11/30/2022 CBAHAM	12/30/2022	2,082.50 2,082.50	2,082.50	Open	Y 12/20/2022
71422 25273	PREIN & NEWHOF ON-GOING DEVELOPMENT OF DOWNTOWN 101-265.000-818.000 CONTRACTUAL	11/30/2022 CBAHAM	12/30/2022	79,944.25 79,944.25	79,944.25	Open	Y 12/20/2022
70937 25274	PREIN & NEWHOF ON-GOING DEVELOPMENT FOR DOWNTOWN 101-265.000-818.000 CONTRACTUAL	11/04/2022 CBAHAM	12/04/2022	90,924.60 90,924.60	90,924.60	Open	Y 12/20/2022
71417 25275	PREIN & NEWHOF TRAFFIC SIGNAL DESIGN AND SIGNAL 202-463.000-808.000 STREET MAINTENANCE/RESURFACING	11/30/2022 CBAHAM	12/30/2022	10,066.50 10,066.50	10,066.50	Open	Y 12/20/2022
70956 25276	PREIN & NEWHOF TRAFFIC DIGNAL DESIGN AND SIGNAL 202-463.000-808.000 STREET MAINTENANCE/RESURFACING	11/04/2022 CBAHAM	12/04/2022	10,610.00 10,610.00	10,610.00	Open	Y 12/20/2022
684936 25277	RIDGE NAPA AUTO PARTS MISC SUPPLIES FOR WWTP 501-590.000-939.000 MAINTENANCE - VEHICLE	12/09/2022 CBAHAM	12/31/2022	90.60 90.60	90.60	Open	Y 12/20/2022
685132 25278	RIDGE NAPA AUTO PARTS MISC SUPPLIES FOR CEMETERY 101-276.000-939.000 MAINTENANCE - VEHICLE	12/12/2022 CBAHAM	12/31/2022	144.66 144.66	144.66	Open	Y 12/20/2022

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3199 25279	RUBICON COMPUTERS EXTERNAL HARD DRIVE CABLE AND 501-590.000-728.000 OFFICE SUPPLIES	11/30/2022 CBAHAM	12/31/2022	54.90 54.90	54.90	Open	Y 12/20/2022
3199-1 25280	RUBICON COMPUTERS PORT UNINTERUPTABLE POWER SUPPLY 101-301.000-756.000 MISCELLANEOUS SUPPLIES	12/05/2022 CBAHAM	12/31/2022	79.95 79.95	79.95	Open	Y 12/20/2022
213184C 25281	ROSE PEST SOLUTIONS CITY HALL, PEARS MILL, AND COMMON 101-265.000-818.000 CONTRACTUAL	11/30/2022 CBAHAM	12/31/2022	166.00 166.00	166.00	Open	Y 12/20/2022
12 25282	RMC PROPERTIES LLC DECEMBER LEASE PAYMENT FOR DPW 101-441.000-818.000 CONTRACTUAL	12/05/2022 CBAHAM	12/31/2022	5,000.00 5,000.00	5,000.00	Open	Y 12/20/2022
12.8.22 25283	SPECTRUM HEALTH LAKELAND DRUG SCREEN FOR RON DEFREEZ 101-441.000-961.000 MEDICAL EXAMS	12/08/2022 CBAHAM	12/31/2022	50.00 50.00	50.00	Open	Y 12/21/2022
24457-2 25284	STAR UNIFORM SHIRTS FOR BISHOP 101-301.000-818.003 RESERVE EQUIPMENT	12/19/2022 CBAHAM	12/31/2022	122.00 122.00	122.00	Open	Y 12/21/2022
03/81435 25285	SOUTHWESTERN SUPPLY POWERWASHER HOSE FITTINGS 101-441.000-933.000 MAINTENANCE - EQUIPMENT	12/09/2022 CBAHAM	12/31/2022	17.01 17.01	17.01	Open	Y 12/21/2022
03/81434 25286	SOUTHWESTERN SUPPLY POWERWASHER HOSE 101-441.000-933.000 MAINTENANCE - EQUIPMENT	12/09/2022 CBAHAM	12/31/2022	210.99 210.99	210.99	Open	Y 12/21/2022
0158401-IN 25287	S.E BERRIEN COUNTY LANDFILL SLUDGE DISPOSAL 501-590.000-936.000 SLUDGE REMOVAL	12/15/2022 CBAHAM	12/31/2022	316.20 316.20	316.20	Open	Y 12/21/2022

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86297 25288	SAFETY SERVICES INC. NITRILE GLOVES FOR WWTP 501-590.000-757.000 LAB SUPPLIES	12/01/2022 CBAHAM	12/31/2022	552.27 552.27	552.27	Open	Y 12/21/2022
24222-2 25289	STAR UNIFORM SHIRT FOR OFC. SCHMITZ 101-301.000-768.000 UNIFORMS	12/08/2022 CBAHAM	12/31/2022	141.00 141.00	141.00	Open	Y 12/21/2022
10643 25290	SELGE 3RD ST. STORM SEWER REPAIR 501-590.000-818.000 CONTRACTUAL	09/30/2022 CBAHAM	12/31/2022	12,351.14 12,351.14	12,351.14	Open	Y 12/21/2022
DEC 22 25291	SEMCO ENERGY GAS COMPANY GAS USAGE 101-301.000-921.000 UTILITIES 101-336.000-921.000 UTILITIES 101-265.000-921.000 UTILITIES 501-590.000-921.000 UTILITIES 101-269.000-921.000 UTILITIES 101-265.000-921.000 UTILITIES 501-591.000-921.000 UTILITIES	12/01/2022 CBAHAM	12/31/2022	3,516.53 344.79 452.78 1,450.19 634.40 196.13 264.83 173.41	3,516.53	Open	Y 12/21/2022
32726 25292	TWIN CITY AWARDS & TROPHIES YEARS OF SERVICE AWARDS FOR DEPT 101-336.000-864.000 CONFERENCES AND WORKSHOP	11/18/2022 CBAHAM	12/18/2022	369.00 369.00	369.00	Open	Y 12/21/2022
32747 25293	TWIN CITY AWARDS & TROPHIES OFFICER OF THE YEAR PLAQUES 101-301.000-728.000 OFFICE SUPPLIES	12/05/2022 CBAHAM	12/31/2022	353.60 353.60	353.60	Open	Y 12/21/2022
709 25294	T MOBILE PHONES FOR FIRE INSPECTOR AND 101-336.000-853.000 TELEPHONE, INTERNET, CABLE	12/17/2022 CBAHAM	12/31/2022	336.00 336.00	336.00	Open	Y 12/21/2022
9922601444 25295	VERIZON WIRELESS 11.11.22-12.10.22 AIR CARDS 101-301.000-818.000 CONTRACTUAL	12/10/2022 CBAHAM	12/31/2022	120.11 120.11	120.11	Open	Y 12/21/2022

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3089040 25296	VITAL RECORDS CONTROL RECORD RETENTION DESTROY 101-265.000-818.000	11/30/2022 CBAHAM CONTRACTUAL	12/31/2022	106.76 106.76	106.76	Open	Y 12/21/2022
12 25297	THE UPS STORE MERCURY ANALYSIS SHIPPING 501-590.000-962.000	11/30/2022 CBAHAM MISCELLANEOUS	12/31/2022	64.57 64.57	64.57	Open	Y 12/21/2022
15722 25298	DALE'S AUTO SALES & SERVICE REPAIR ON WWTP TRUCK 501-590.000-939.000	12/14/2022 CBAHAM MAINTENANCE - VEHICLE	12/31/2022	488.00 488.00	488.00	Open	Y 12/21/2022
15739 25299	DALE'S AUTO SALES & SERVICE REPAIR ON WWTP VEHICLE 501-590.000-939.000	12/16/2022 CBAHAM MAINTENANCE - VEHICLE	12/31/2022	37.00 37.00	37.00	Open	Y 12/21/2022
19535 25300	GENE WESNER AUTOMOTIVE TAILLAMP REPAIRS ON 46-9 101-301.000-939.000	12/12/2022 CBAHAM MAINTENANCE - VEHICLE	12/31/2022	189.78 189.78	189.78	Open	Y 12/21/2022
OCTOBER GRACE 25301	HONOR CREDIT UNION OCTOBER 2022 CREDIT CARD CHARGES - 101-172.000-818.000 101-101.000-885.000 101-265.000-818.000 101-172.000-818.000 101-301.000-851.000 101-172.000-728.000 101-172.000-962.000 101-172.000-873.000 101-265.000-756.000 101-172.000-818.000 101-101.000-885.000 101-265.000-853.000 101-301.000-886.000 101-172.000-873.000 101-172.000-873.000 101-172.000-873.000	10/31/2022 CBAHAM CONTRACTUAL PUBLIC RELATIONS CONTRACTUAL CONTRACTUAL RADIO MAINTENANCE OFFICE SUPPLIES MISCELLANEOUS TRAVEL & CAR ALLOWANCE MISCELLANEOUS SUPPLIES CONTRACTUAL PUBLIC RELATIONS TELEPHONE, INTERNET, CABLE COMMUNITY POLICING TRAVEL & CAR ALLOWANCE TRAVEL & CAR ALLOWANCE TRAVEL & CAR ALLOWANCE	11/28/2022	2,986.41 15.00 89.00 14.99 15.89 226.85 50.34 24.18 152.11 9.99 21.19 23.12 633.39 48.90 27.56 365.70 32.86	2,986.41	Open	Y 12/21/2022

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	GL Distribution						
	101-191.000-728.000	OFFICE SUPPLIES		24.02			
	101-253.000-728.000	OFFICE SUPPLIES		152.79			
	101-101.000-962.000	MISCELLANEOUS		51.74			
	101-172.000-873.000	TRAVEL & CAR ALLOWANCE		9.99			
	101-101.000-885.000	PUBLIC RELATIONS		11.99			
	101-172.000-728.000	OFFICE SUPPLIES		59.99			
	101-172.000-728.000	OFFICE SUPPLIES		99.99			
	101-172.000-728.000	OFFICE SUPPLIES		59.99			
	101-172.000-818.000	CONTRACTUAL		59.20			
	101-172.000-818.000	CONTRACTUAL		98.87			
	101-265.000-853.000	TELEPHONE, INTERNET, CABLE		77.54			
	101-215.000-818.000	CONTRACTUAL		90.88			
	101-371.001-853.000	TELEPHONE, INTERNET, CABLE		63.38			
	101-276.000-853.000	TELEPHONE, INTERNET, CABLE		51.29			
	101-441.000-853.000	TELEPHONE, INTERNET, CABLE		51.29			
	501-591.000-853.000	TELEPHONE, INTERNET, CABLE		51.29			
	101-101.000-818.000	CONTRACTUAL		221.10			
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11.1.22-11.30.22 CC							
25302	HONOR CREDIT UNION	11/30/2022	12/28/2022	563.89	563.89	Open	Y
	WALL CC CHARGES FOR NOV. 2022	CBAHAM					12/21/2022
	101-101.000-805.000	MARKETING PLAN		161.94			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		51.99			
	101-191.000-962.000	MISCELLANEOUS		243.04			
	101-101.000-805.000	MARKETING PLAN		106.92			
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11.1.22-11.30.22 CC2							
25303	HONOR CREDIT UNION	11/30/2022	12/28/2022	456.02	456.02	Open	Y
	LANGSTON NOV. CC CHARGES	CBAHAM					12/21/2022
	101-215.000-818.000	CONTRACTUAL		15.89			
	101-172.000-962.000	MISCELLANEOUS		13.00			
	101-215.000-818.000	CONTRACTUAL		50.04			
	101-191.000-728.000	OFFICE SUPPLIES		377.09			
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11.1.22-11.30.22 CC3							
25304	HONOR CREDIT UNION	11/30/2022	12/28/2022	27.63	27.63	Open	Y
	MURPHY NOV. 2022 CC CHARGES	CBAHAM					12/21/2022
	107-435.000-762.000	WEBSITE		11.74			
	101-172.000-818.000	CONTRACTUAL		15.89			
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11.1.22-11.30.22							
25305	HONOR CREDIT UNION	11/30/2022	12/28/2022	1,354.83	1,354.83	Open	Y
	BAKER NOV. 2022 CC CHARGE -	CBAHAM					12/21/2022
	101-441.000-933.000	MAINTENANCE - EQUIPMENT		1,354.83			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
11.1.22-11.30.22 CC4							
25306	HONOR CREDIT UNION	11/30/2022	12/28/2022	496.46	496.46	Open	Y
	MONDSCHHEIN NOV. 2022 CC CHARGES	CBAHAM					12/21/2022
	101-301.000-728.000	OFFICE SUPPLIES		120.00			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		360.00			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		16.46			
11.1.22-11.30.22 CC5							
25307	HONOR CREDIT UNION	11/30/2022	12/28/2022	97.99	97.99	Open	Y
	BAHAM NOV. 2022 CC CHARGES	CBAHAM					12/21/2022
	101-265.000-818.000	CONTRACTUAL - WATER BREAKROOM		38.65			
	101-301.000-728.000	OFFICE SUPPLIES - PD BUSINESS CARDS		59.34			
BOR YEAR 2022							
25312	MARGARET YOUNG	12/15/2022	12/31/2022	450.00	450.00	Open	Y
	BOR MEETINGS 2022	CBAHAM					12/21/2022
	101-209.000-818.000	CONTRACTUAL		450.00			
BOR 2022							
25313	LARRY C. MONEY	12/15/2022	12/31/2022	450.00	450.00	Open	Y
	BOR MEETINGS 2022	CBAHAM					12/21/2022
	101-209.000-818.000	CONTRACTUAL		450.00			
BOR 2022							
25314	JEFF GRIFFIN	12/15/2022	12/31/2022	450.00	450.00	Open	Y
	BOR MEETINGS 2022	CBAHAM					12/21/2022
	101-209.000-818.000	CONTRACTUAL		450.00			
# of Invoices:	92	# Due:	92	Totals:	279,864.70	279,864.70	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					279,864.70	279,864.70	

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN
 EXP CHECK RUN DATES 12/27/2022 - 12/27/2022
 JOURNALIZED
 OPEN

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY FUND ---							
	101 - GENERAL			225,585.24	225,585.24		
	103 - CAPITAL PROJECTS			94.95	94.95		
	107 - DOWNTOWN DEVELOPMENT FUND			11.74	11.74		
	202 - MAJOR STREETS			24,280.98	24,280.98		
	501 - W & S MAINTENANCE & OPERATIC			29,611.29	29,611.29		
	701 - TRUST AND AGENCY			280.50	280.50		
--- TOTALS BY DEPT/ACTIVITY ---							
	000.000 -			375.45	375.45		
	101.000 - CITY COMMISSION			10,917.98	10,917.98		
	172.000 - CITY MANAGER			4,924.30	4,924.30		
	191.000 - ELECTIONS			644.15	644.15		
	209.000 - ASSESSOR			1,350.00	1,350.00		
	215.000 - CITY CLERK			171.81	171.81		
	253.000 - TREASURER			1,240.01	1,240.01		
	265.000 - BUILDING AND GROUNDS			181,361.22	181,361.22		
	269.000 - RENTAL PROPERTY			196.13	196.13		
	276.000 - CEMETERY			2,854.93	2,854.93		
	301.000 - POLICE			4,987.15	4,987.15		
	336.000 - FIRE DEPARTMENT			2,226.52	2,226.52		
	371.001 - BUILDING INSPECTOR			213.13	213.13		
	435.000 - FARMERS' MARKET			11.74	11.74		
	441.000 - DEPARTMENT OF PUBLIC WOR			13,317.91	13,317.91		
	463.000 - ROUTINE STREET MAINTENAN			20,676.50	20,676.50		
	468.000 - TREE & SHRUB MAINTENANCE			3,500.00	3,500.00		
	474.000 - TRAFFIC SERVICES - MAINT			104.48	104.48		
	590.000 - SEWER MAINTENANCE & OPER			27,370.87	27,370.87		
	591.000 - WATER MAINTENANCE & OPER			2,240.42	2,240.42		
	756.000 - BUCHANAN AREA RECREATION			1,180.00	1,180.00		

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN
 EXP CHECK RUN DATES 12/28/2022 - 12/28/2022
 JOURNALIZED
 OPEN

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
11.1.22-11.30.22							
25308	BERRIEN COUNTY TREASURER	11/01/2022	11/30/2022	1,138.95	1,138.95	Open	Y
	SUMMER TAX DISTRIBUTION	CBAHAM					12/21/2022
	703-000.000-700.006	DISBURSEMENTS - SUMMER TAXES - SET		637.85			
	703-000.000-700.006	DISBURSEMENTS - SUMMER TAXES - COUNTY		501.10			
11.1.22-11.30.22							
25309	BUCHANAN COMMUNITY SCHOOLS	11/01/2022	11/30/2022	778.42	778.42	Open	Y
	SUMMER 2022 TAX DISTRIBUTION	CBAHAM					12/21/2022
	703-000.000-700.006	DISBURSEMENTS - SUMMER TAXES- OPER		332.30			
	703-000.000-700.006	DISBURSEMENTS - SUMMER TAXES - 2013 DEBT		363.81			
	703-000.000-700.006	DISBURSEMENTS - SUMMER TAXES - 2014 BLDG		82.31			
11.1.22-11.30.22							
25310	BERRIEN RESA	11/01/2022	11/30/2022	246.09	246.09	Open	Y
	SUMMER 2022 TAX DISTRIBUTION	CBAHAM					12/21/2022
	703-000.000-700.006	DISBURSEMENTS - SUMMER TAXES - GEN		18.10			
	703-000.000-700.006	DISBURSEMENTS - SUMMER TAXES - SPEC		227.99			
11.1.22-11.30.22							
25311	LAKE MICHIGAN COLLEGE	11/01/2022	11/30/2022	235.48	235.48	Open	Y
	SUMMER 2022 TAX DISTRIBUTION	CBAHAM					12/21/2022
	703-000.000-700.006	DISBURSEMENTS - SUMMER TAXES		235.48			
# of Invoices:	4	# Due:	4	Totals:	2,398.94	2,398.94	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					2,398.94	2,398.94	
--- TOTALS BY FUND ---							
	703 - TAXES			2,398.94	2,398.94		
--- TOTALS BY DEPT/ACTIVITY ---							
	000.000 -			2,398.94	2,398.94		

Invoices to Note

CC Meeting – 12/27/2022

- ❖ State of Michigan - **\$5,500.00**
 - NPDES Annual Municipal Permit Fee
- ❖ Kotz, Sangster & Wysocki - **\$7,605.11**
 - Legal Fees
- ❖ Placemakers, LLC - **\$6,292.50**
 - Draft zoning ordinance
- ❖ Prein & Newhoff - **\$183,017.85**
 - **Project #: 2221031** Culvert Eval. - **\$2,082.50**
 - **Project #: 2190800** Downtown Infrastructure - **\$170,868.85**
 - **Project #: 2221049** MDOT portion of Downtown Infrastructure - **\$20,676.50**
- ❖ RMC Properties - **\$5,000**
 - DPW Rent – I want to make note that this was the **12th** payment. **YTD** we have paid RMC **\$60,000** for DPW rent.
- ❖ Selge - **\$12,351.14**
 - 3rd Street storm sewer repair

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL							
Dept 101.000 CITY COMMISSION							
101-101.000-805.000	MARKETING PLAN	BRITNI WALL	REIMBURSEMENT FOR BUCKTOWN CHRISTMA	11.15.22	12/27/22	57.11	
101-101.000-805.000	MARKETING PLAN	HONOR CREDIT UNION	WALL CC CHARGES FOR NOV. 2022	11.1.22-11.30.22	12/28/22	268.86	
101-101.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	221.10	
101-101.000-826.000	LEGAL FEES	KOTZ, SANGSTER, WY SOCK	LEGAL FEES	NOVEMBER 2022	12/31/22	3,802.56	
101-101.000-857.000	GRANTS & SPECIAL PROJECTS	DISABILITY NETWORK SOU	DESIGN REVIEW OF ST. JOSEPH RIVER P	15443B	12/15/22	100.00	
101-101.000-857.000	GRANTS & SPECIAL PROJECTS	PLACEMAKERS, LLC	TASK 2 - DRAFT ZONING ORDINANCE - P	221207	12/31/22	6,292.50	
101-101.000-885.000	PUBLIC RELATIONS	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	124.11	
101-101.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	51.74	
Total For Dept 101.000 CITY COMMISSION						10,917.98	
Dept 172.000 CITY MANAGER							
101-172.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	270.31	
101-172.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	210.15	
101-172.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	MURPHY NOV. 2022 CC CHARGES	11.1.22-11.30.22	12/28/22	15.89	
101-172.000-826.000	LEGAL FEES	KOTZ, SANGSTER, WY SOCK	LEGAL FEES	NOVEMBER 2022	12/31/22	3,802.55	
101-172.000-873.000	TRAVEL & CAR ALLOWANCE	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	588.22	
101-172.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	24.18	
101-172.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	LANGSTON NOV. CC CHARGES	11.1.22-11.30.22	12/28/22	13.00	
Total For Dept 172.000 CITY MANAGER						4,924.30	
Dept 191.000 ELECTIONS							
101-191.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	24.02	
101-191.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	LANGSTON NOV. CC CHARGES	11.1.22-11.30.22	12/28/22	377.09	
101-191.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	WALL CC CHARGES FOR NOV. 2022	11.1.22-11.30.22	12/28/22	243.04	
Total For Dept 191.000 ELECTIONS						644.15	
Dept 209.000 ASSESSOR							
101-209.000-818.000	CONTRACTUAL	JEFF GRIFFIN	BOR MEETINGS 2022	BOR 2022	12/31/22	450.00	
101-209.000-818.000	CONTRACTUAL	LARRY C. MONEY	BOR MEETINGS 2022	BOR 2022	12/31/22	450.00	
101-209.000-818.000	CONTRACTUAL	MARGARET YOUNG	BOR MEETINGS 2022	BOR YEAR 2022	12/31/22	450.00	
Total For Dept 209.000 ASSESSOR						1,350.00	
Dept 215.000 CITY CLERK							
101-215.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	90.88	
101-215.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	LANGSTON NOV. CC CHARGES	11.1.22-11.30.22	12/28/22	65.93	
101-215.000-945.000	MEMBERSHIP & DUES	MICHIGAN ASSOCIATION O	REMAINING MEMBERSHIP DUES (RATE INC:	2023	12/31/22	15.00	
Total For Dept 215.000 CITY CLERK						171.81	
Dept 253.000 TREASURER							
101-253.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	152.79	
101-253.000-728.000	OFFICE SUPPLIES	PRINTING SYSTEMS	1099 TAX FORMS FOR MISC. VENDORS	226107	12/18/22	87.22	
101-253.000-807.000	AUDIT	KRUGGEL LAWTON CPA	FINAL BILL FOR ANNUAL AUDIT	360097	12/30/22	1,000.00	
Total For Dept 253.000 TREASURER						1,240.01	
Dept 265.000 BUILDING AND GROUNDS							
101-265.000-756.000	MISCELLANEOUS SUPPLIES	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	9.99	
101-265.000-756.000	MISCELLANEOUS SUPPLIES	HONOR CREDIT UNION	WALL CC CHARGES FOR NOV. 2022	11.1.22-11.30.22	12/28/22	51.99	
101-265.000-756.000	MISCELLANEOUS SUPPLIES	HONOR CREDIT UNION	MONDSCHHEIN NOV. 2022 CC CHARGES	11.1.22-11.30.22	12/28/22	376.46	
101-265.000-818.000	CONTRACTUAL	CINTAS CORPORATION	CITY HALL MAT REPLACEMENT	4139456355	12/15/22	77.88	
101-265.000-818.000	CONTRACTUAL	CUSTOM COMPUTER COMPAN	MICROSOFT LICENSE, NETWORK MONITORI	1918-R-0006	12/01/22	3,712.60	
101-265.000-818.000	CONTRACTUAL	CUSTOM COMPUTER COMPAN	MISC LABOR FOR CITY HALL	2247	12/26/22	577.50	
101-265.000-818.000	CONTRACTUAL - DOWNTOWN CAM	FRAME PRODUCTS INC.	QUAD CAM POLE BRACKET	4410	09/17/22	250.00	
101-265.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	14.99	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL							
Dept 265.000 BUILDING AND GROUNDS							
101-265.000-818.000	CONTRACTUAL - WATER BREAK	HONOR CREDIT UNION	BAHAM NOV. 2022 CC CHARGES	11.1.22-11.30.22	12/28/22	38.65	
101-265.000-818.000	CONTRACTUAL	PREIN & NEWHOF	EVALUATION OF CUVERT	71411	12/30/22	2,082.50	
101-265.000-818.000	CONTRACTUAL	PREIN & NEWHOF	ON-GOING DEVELOPMENT OF DOWNTOWN IN	71422	12/30/22	79,944.25	
101-265.000-818.000	CONTRACTUAL	PREIN & NEWHOF	ON-GOING DEVELOPMENT FOR DOWNTOWN I	70937	12/04/22	90,924.60	
101-265.000-818.000	CONTRACTUAL	ROSE PEST SOLUTIONS	CITY HALL, PEARS MILL, AND COMMON P	213184C	12/31/22	166.00	
101-265.000-818.000	CONTRACTUAL	VITAL RECORDS CONTROL	RECORD RETENTION DESTROY	3089040	12/31/22	106.76	
101-265.000-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	710.93	
101-265.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	CONSOLIDATED POWER BILL	CON. NOV 2022	12/31/22	601.10	
101-265.000-921.000	UTILITIES	SEMCO ENERGY GAS COMPA	GAS USAGE	DEC 22	12/31/22	1,715.02	
Total For Dept 265.000 BUILDING AND GROUNDS						181,361.22	
Dept 269.000 RENTAL PROPERTY							
101-269.000-921.000	UTILITIES	SEMCO ENERGY GAS COMPA	GAS USAGE	DEC 22	12/31/22	196.13	
Total For Dept 269.000 RENTAL PROPERTY						196.13	
Dept 276.000 CEMETERY							
101-276.000-751.000	GAS AND OIL	AALFS PETROLEUM INC.	FUEL CHARGES	NOV. 2022	12/31/22	1,060.69	
101-276.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	CEMETERY- 8771.40.225.0111091	12.7.22	12/28/22	158.16	
101-276.000-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	51.29	
101-276.000-932.000	MAINTENANCE-GROUNDS	COLDSRING MEMORIAL	EMBLEM FOR PURUCKER, NORMA	RI 1971823	12/31/22	559.00	
101-276.000-933.000	MAINTENANCE - EQUIPMENT	HULL LIFT TRUCK	KIT RADIO	PSI- 034383	10/06/22	438.27	
101-276.000-933.000	MAINTENANCE - EQUIPMENT	HULL LIFT TRUCK	SERVICE ON TOOLCAT	PSI-0328543	12/29/22	442.86	
101-276.000-939.000	MAINTENANCE - VEHICLE	RIDGE NAPA AUTO PARTS	MISC SUPPLIES FOR CEMETERY	685132	12/31/22	144.66	
Total For Dept 276.000 CEMETERY						2,854.93	
Dept 301.000 POLICE							
101-301.000-728.000	OFFICE SUPPLIES	HARVEY BURNETT	REIMBURSEMENT FOR AWARDS PLAQUE CER	179578492	12/30/22	61.12	
101-301.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	MONDSCHHEIN NOV. 2022 CC CHARGES	11.1.22-11.30.22	12/28/22	120.00	
101-301.000-728.000	OFFICE SUPPLIES - PD BUSIN	HONOR CREDIT UNION	BAHAM NOV. 2022 CC CHARGES	11.1.22-11.30.22	12/28/22	59.34	
101-301.000-728.000	OFFICE SUPPLIES	OFFICE DEPOT	DESK PAD AND C-FOLD TOWELS - PD	280234022001	12/31/22	166.54	
101-301.000-728.000	OFFICE SUPPLIES	TWIN CITY AWARDS & TRO	OFFICER OF THE YEAR PLAQUES	32747	12/31/22	353.60	
101-301.000-751.000	GAS AND OIL	AALFS PETROLEUM INC.	FUEL CHARGES	NOV. 2022	12/31/22	794.96	
101-301.000-756.000	MISCELLANEOUS SUPPLIES	ALLIED 100, LLC	CHARGING PACK - PD	S2329752	12/27/22	136.99	
101-301.000-756.000	MISCELLANEOUS SUPPLIES	RUBICON COMPUTERS	PORT UNINTERUPTABLE POWER SUPPLY	3199-1	12/31/22	79.95	
101-301.000-768.000	UNIFORMS	CMP DISTRIBUTORS	BLACK CARRIER- VEST FOR OFFICER BAG	73306	01/06/22	655.00	
101-301.000-768.000	UNIFORMS	STAR UNIFORM	SHIRT FOR OFC. SCHMITZ	24222-2	12/31/22	141.00	
101-301.000-818.000	CONTRACTUAL	MICHIGAN STATE POLICE	TOKEN FEE FOR 10.1.22-12.31.22	551-608535	12/31/22	33.00	
101-301.000-818.000		SWEET C. ROBINSON	BUCHANAN BASKETBALL GAME - RESERVE	12.6.22-2	12/27/22	36.00	
101-301.000-818.000	CONTRACTUAL	VERIZON WIRELESS	11.11.22-12.10.22 AIR CARDS	9922601444	12/31/22	120.11	
101-301.000-818.003	RESERVE EQUIPMENT	STAR UNIFORM	SHIRTS FOR BISHOP	24457-2	12/31/22	122.00	
101-301.000-851.000	RADIO MAINTENANCE	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	226.85	
101-301.000-886.000	COMMUNITY POLICING	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	48.90	
101-301.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	CONSOLIDATED POWER BILL	CON. NOV 2022	12/31/22	300.22	
101-301.000-921.000	UTILITIES	SEMCO ENERGY GAS COMPA	GAS USAGE	DEC 22	12/31/22	344.79	
101-301.000-931.000	MAINTENANCE-BUILDINGS	MURDOCKS GLASS LLC	WINDOW AT PD REPAIR	2427	12/31/22	602.00	
101-301.000-939.000	MAINTENANCE - VEHICLE	GENE WESNER AUTOMOTIVE	TAILLAMP REPAIRS ON 46-9	19535	12/31/22	189.78	
101-301.000-960.000	EDUCATION AND TRAINING	INTERNATIONAL ASSOC. F	NEW MEMBER VIDEO CLASS	OID 345486	12/30/22	395.00	
Total For Dept 301.000 POLICE						4,987.15	
Dept 336.000 FIRE DEPARTMENT							
101-336.000-751.000	GAS AND OIL	AALFS PETROLEUM INC.	FUEL CHARGES	NOV. 2022	12/31/22	58.61	
101-336.000-831.000	MEMBERSHIP AND DUES	EARL SCANLON	REIMBURSEMENT FOR 20 YEAR SERVICE R	W86908374	12/27/22	402.74	
101-336.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	FIRE DEPARTMENT - 8771.40.225.01383	12.01.22	12/22/22	278.27	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL							
Dept 336.000 FIRE DEPARTMENT							
101-336.000-853.000	TELEPHONE, INTERNET, CABLE	T MOBILE	PHONES FOR FIRE INSPECTOR AND CHIEF	709	12/31/22	336.00	
101-336.000-864.000	CONFERENCES AND WORKSHOP	TWIN CITY AWARDS & TRO	YEARS OF SERVICE AWARDS FOR DEPT BA	32726	12/18/22	369.00	
101-336.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	CONSOLIDATED POWER BILL	CON. NOV 2022	12/31/22	329.12	
101-336.000-921.000	UTILITIES	SEMCO ENERGY GAS	COMPA GAS USAGE	DEC 22	12/31/22	452.78	
Total For Dept 336.000 FIRE DEPARTMENT						2,226.52	
Dept 371.001 BUILDING INSPECTOR							
101-371.001-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	63.38	
101-371.001-921.000	UTILITIES	INDIANA MICHIGAN POWER	CONSOLIDATED POWER BILL	CON. NOV 2022	12/31/22	149.75	
Total For Dept 371.001 BUILDING INSPECTOR						213.13	
Dept 441.000 DEPARTMENT OF PUBLIC WORKS							
101-441.000-751.000	GAS AND OIL	AALFS PETROLEUM INC.	FUEL CHARGES	NOV. 2022	12/31/22	3,410.06	
101-441.000-756.000	MISCELLANEOUS SUPPLIES	CINTAS CORPORATION	DPW SHOP TOWELS AND MATS	4140139915	12/20/22	145.15	
101-441.000-756.000	MISCELLANEOUS SUPPLIES	MILLER INDUSTRIAL GASE	CLINDER RENTAL	102784	12/31/22	5.40	
101-441.000-818.000	CONTRACTUAL	RMC PROPERTIES LLC	DECEMBER LEASE PAYMENT FOR DPW	12	12/31/22	5,000.00	
101-441.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	DPW - 8771.40.225.0163530	12.12.22	12/31/22	206.78	
101-441.000-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	51.29	
101-441.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	CONSOLIDATED POWER BILL	CON. NOV 2022	12/31/22	304.94	
101-441.000-926.000	STREET LIGHTING	INDIANA MICHIGAN POWER	CONSOLIDATED POWER BILL	CON. NOV 2022	12/31/22	529.49	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	BEST ONE FLEET SERVICE	TIRE FOR 1997 INTERNATIONAL DUMP TR	4430009993	12/30/22	317.99	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	HONOR CREDIT UNION	BAKER NOV. 2022 CC CHARGE - GREENMA	11.1.22-11.30.22	12/28/22	1,354.83	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	JACK DOHENY SUPPLIES,	VACTOR TRUCK PUMP	INV17319	11/07/22	1,713.98	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	SOUTHWESTERN SUPPLY	POWERWASHER HOSE FITTINGS	03/81435	12/31/22	17.01	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	SOUTHWESTERN SUPPLY	POWERWASHER HOSE	03/81434	12/31/22	210.99	
101-441.000-961.000	MEDICAL EXAMS	SPECTRUM HEALTH LAKELA	DRUG SCREEN FOR RON DEFREEZ	12.8.22	12/31/22	50.00	
Total For Dept 441.000 DEPARTMENT OF PUBLIC WORKS						13,317.91	
Dept 756.000 BUCHANAN AREA RECREATION BOARD							
101-756.000-818.000	CONTRACTUAL	PRIDE THE PORTABLE TOI	TOILET RENTALS - BAOT LAUNCH, KATHR	31304	11/02/22	1,180.00	
Total For Dept 756.000 BUCHANAN AREA RECREATION B						1,180.00	
Total For Fund 101 GENERAL						225,585.24	
Fund 103 CAPITAL PROJECTS							
Dept 000.000							
103-000.000-970.031	TRAIL GRANT EXPENDITURES	JERRY FLENOR	REIMBURSEMENT FOR GASOLINE	MARATHON	12/30/22	94.95	
Total For Dept 000.000						94.95	
Total For Fund 103 CAPITAL PROJECTS						94.95	
Fund 107 DOWNTOWN DEVELOPMENT FUND							
Dept 435.000 FARMERS' MARKET							
107-435.000-762.000	WEBSITE	HONOR CREDIT UNION	MURPHY NOV. 2022 CC CHARGES	11.1.22-11.30.22	12/28/22	11.74	
Total For Dept 435.000 FARMERS' MARKET						11.74	
Total For Fund 107 DOWNTOWN DEVELOPMENT FUND						11.74	
Fund 202 MAJOR STREETS							
Dept 463.000 ROUTINE STREET MAINTENANCE							
202-463.000-808.000	STREET MAINTENANCE/RESURF	PREIN & NEWHOF	TRAFFIC SIGNAL DESIGN AND SIGNAL PL	71417	12/30/22	10,066.50	
202-463.000-808.000	STREET MAINTENANCE/RESURF	PREIN & NEWHOF	TRAFFIC DIGNAL DESIGN AND SIGNAL PL	70956	12/04/22	10,610.00	
Total For Dept 463.000 ROUTINE STREET MAINTENANCE						20,676.50	

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 202 MAJOR STREETS							
Dept 468.000 TREE & SHRUB MAINTENANCE							
202-468.000-836.000	TREE REMOVAL/REPLACEMENT	HARTLINE EXPERT TREE L	TREE REMOVAL AT 105 CHARLES CT	023	12/27/22	3,500.00	
						3,500.00	
Total For Dept 468.000 TREE & SHRUB MAINTENANCE						3,500.00	
Dept 474.000 TRAFFIC SERVICES - MAINTENANCE							
202-474.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	CONSOLIDATED POWER BILL	CON. NOV 2022	12/31/22	104.48	
						104.48	
Total For Dept 474.000 TRAFFIC SERVICES - MAINTENANCE						104.48	
Total For Fund 202 MAJOR STREETS						24,280.98	
Fund 501 W & S MAINTENANCE & OPERATION							
Dept 590.000 SEWER MAINTENANCE & OPERATION							
501-590.000-728.000	OFFICE SUPPLIES	RUBICON COMPUTERS	EXTERNAL HARD DRIVE CABLE AND LAPTO	3199	12/31/22	54.90	
501-590.000-730.000	POSTAGE	KCI	WATER BILL MAILING FOR DECEMBER 202	317459	12/06/22	489.43	
501-590.000-751.000	GAS AND OIL	AALFS PETROLEUM INC.	FUEL CHARGES	NOV. 2022	12/31/22	246.29	
501-590.000-757.000	LAB SUPPLIES	NORTH CENTRAL LABORATO	PIPET TIPS - WWTP	479990	12/31/22	538.36	
501-590.000-757.000	LAB SUPPLIES	SAFETY SERVICES INC.	NITRILE GLOVES FOR WWTP	86297	12/31/22	552.27	
501-590.000-768.000	UNIFORMS	ANDREW WARNER	BOOT/UNIFORM REIMBURSEMENT	12.13.22	12/27/22	250.00	
501-590.000-818.000	CONTRACTUAL	SELGE	3RD ST. STORM SEWER REPAIR	10643	12/31/22	12,351.14	
501-590.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	WASTEWATER -8771.40.226.0280175	12.12.22-2	12/31/22	237.54	
501-590.000-916.000	ANNUAL PERMIT FEE	STATE OF MICHIGAN	NPDES ANNUAL PERMIT FEE, MUNICIPAL	11052101	12/27/22	5,500.00	
501-590.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	WWTP POWER USAGE	10.28.22-11.29.2	12/29/22	4,641.77	
501-590.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	CONSOLIDATED POWER BILL	CON. NOV 2022	12/31/22	655.97	
501-590.000-921.000	UTILITIES	SEMCO ENERGY GAS COMPA	GAS USAGE	DEC 22	12/31/22	634.40	
501-590.000-936.000	SLUDGE REMOVAL	S.E BERRIEN COUNTY LA	SLUDGE DISPOSAL	0158401-IN	12/31/22	316.20	
501-590.000-939.000	MAINTENANCE - VEHICLE	DALE'S AUTO SALES & SE	REPAIR ON WWTP TRUCK	15722	12/31/22	488.00	
501-590.000-939.000	MAINTENANCE - VEHICLE	DALE'S AUTO SALES & SE	REPAIR ON WWTP VEHICLE	15739	12/31/22	37.00	
501-590.000-939.000	MAINTENANCE - VEHICLE	MILLER WELDING SUPPLY	FLAP DISK FOR WWTP	ORD000228983	12/14/22	42.50	
501-590.000-939.000	MAINTENANCE - VEHICLE	RIDGE NAPA AUTO PARTS	MISC SUPPLIES FOR WWTP	684936	12/31/22	90.60	
501-590.000-962.000	MISCELLANEOUS	GFL ENVIRONMENTAL SERV	USED OIL DISPOSAL	LQ01563766	12/30/22	179.93	
501-590.000-962.000	MISCELLANEOUS	THE UPS STORE	MERCURY ANALYSIS SHIPPING	12	12/31/22	64.57	
						27,370.87	
Total For Dept 590.000 SEWER MAINTENANCE & OPERATION						27,370.87	
Dept 591.000 WATER MAINTENANCE & OPERATION							
501-591.000-730.000	POSTAGE	KCI	WATER BILL MAILING FOR DECEMBER 202	317459	12/06/22	489.43	
501-591.000-751.000	GAS AND OIL	AALFS PETROLEUM INC.	FUEL CHARGES	NOV. 2022	12/31/22	276.90	
501-591.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	WATER TOWER - 8771.40.225.0110325	12.01.2022	12/22/22	106.85	
501-591.000-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	OCTOBER 2022 CREDIT CARD CHARGES -	OCTOBER GRACE	11/28/22	51.29	
501-591.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	CONSOLIDATED POWER BILL	CON. NOV 2022	12/31/22	428.54	
501-591.000-921.000	UTILITIES	SEMCO ENERGY GAS COMPA	GAS USAGE	DEC 22	12/31/22	173.41	
501-591.000-933.000	MAINTENANCE - EQUIPMENT	MILESTONE CONTRACTORS	COLD PATCH	60888	12/31/22	714.00	
						2,240.42	
Total For Dept 591.000 WATER MAINTENANCE & OPERATION						2,240.42	
Total For Fund 501 W & S MAINTENANCE & OPERATION						29,611.29	
Fund 701 TRUST AND AGENCY							
Dept 000.000							
701-000.000-150.000	POLICE RESERVES	BRANDON CARPENTER	AEP OPEN HOUSE - RESERVES	12.6.22	12/27/22	50.00	
701-000.000-150.000	POLICE RESERVES	BRANDON CARPENTER	GIRLS BASKETBALL GAME - RESERVE	12.15.22	12/27/22	30.00	
701-000.000-150.000	POLICE RESERVES	LARRY SCHMELING	BUCHANAN BASKETBALL GAME - RESERVE	12.16.22	12/27/22	36.00	
701-000.000-150.000	POLICE RESERVES	SWEET C. ROBINSON	AEP OPEN HOUSE - RESERVES	12.6.22	12/27/22	30.00	
701-000.000-150.000	POLICE RESERVES	SWEET C. ROBINSON	BASKETBALL GAME - RESERVE	12.16.22	12/27/22	42.00	
701-000.000-150.000	POLICE RESERVES	SWEET C. ROBINSON	BASKETBALL GAME - RESERVE	12.10.22	12/27/22	30.00	
701-000.000-150.000	POLICE RESERVES	SWEET C. ROBINSON	GIRLS BASKETBALL GAME - RESERVE	12.15.22	12/27/22	42.00	

12/21/2022 09:51 AM
User: CBAHAM
DB: Buchanan

INVOICE GL DISTRIBUTION REPORT FOR CITY OF BUCHANAN
EXP CHECK RUN DATES 12/27/2022 - 12/27/2022
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OPEN

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 701 TRUST AND AGENCY							
Dept 000.000							
701-000.000-250.091	BUCHANAN TREE FRIENDS	CROWN TROPHY #93	ENGRAVED PLATE FOR TREE FRIENDS - A	46531	12/18/22	20.50	
Total For Dept 000.000						280.50	
Total For Fund 701 TRUST AND AGENCY						280.50	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund Totals:							
			Fund 101 GENERAL			225,585.24	
			Fund 103 CAPITAL PROJECTS			94.95	
			Fund 107 DOWNTOWN DEVELOPMENT FUND			11.74	
			Fund 202 MAJOR STREETS			24,280.98	
			Fund 501 W & S MAINTENANCE & OPERATIO			29,611.29	
			Fund 701 TRUST AND AGENCY			280.50	
			Total For All Funds:			<hr/> 279,864.70	

Professional Services Agreement

This Professional Services Agreement is made this 28th day of September, 2022 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 1707 South Park Street, Suite 200, Kalamazoo, MI 49001, and City of Buchanan (“Client”), of 302 N. Redbud Trail, Buchanan, MI 49107.

WHEREAS Client intends to:

Obtain an Evaluation of the Culvert at the DPW site.

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

ARTICLE 1 – DESIGNATED REPRESENTATIVES

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

For P&N

For Client

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

Name: Heather Grace
Title: City Manager
Phone Number: (269) 695-3844
Facsimile Number: (269) 695-4330
Email: hgrace@cityofbuchanan.com

ARTICLE 2 – GENERAL CONDITIONS

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

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

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

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

- P&N Scope of Services per Proposal dated _____

Scope of Services defined as follows: Evaluation of the Culvert at the DPW site.

ARTICLE 4 – COMPENSATION:

Lump Sum for Services Described in Article 3 above - \$3,000.00.

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

Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed.

Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

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

Accepted for:

Accepted for:

Prein&Newhof, Inc.

City of Buchanan

By: _____

By: _____

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

Printed Name: _____

Title: Office Manager

Title: _____

Date: _____

Date: _____

Bill To/Ship To (if different)

Name: _____

Company: _____

Address: _____

Ph: _____

Fx: _____

Email: _____

Standard Terms & Conditions

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

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

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** - Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
 2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
 3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.
- H. Hazardous or Contaminated Materials/Conditions**
1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
 2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.
 3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site

which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.

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

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

J. Insurance

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

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

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

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

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

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2020

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2**

The Effective Date of this Amendment is: **December 16, 2022.**

Background Data

Effective Date of Owner-Engineer Agreement: September 16, 2020

Owner: City of Buchanan

Engineer: Prein&Newhof

Project: Storm Sewer System Improvements, Water System Improvements, and Wastewater System Improvements

Nature of Amendment:

Additional Services to be performed by Engineer

Description of Additional Services:

Secure 19 permanent easements from 14 property owners on Front Street. Acquisitions will meet MDOT, State and Federal requirements pursuant to the Uniform Relocation Assistance and Property Acquisition Regulation 49 CFR Part 24 (ACT).

Proposed Scope:

- Identify the property owners and other owners with interest.
- Obtain parcel information, title search, or deeds to ensure ownership of each parcel. The cost for these items will be a reimbursable expense and not part of the scope. Buchanan will make payment for the title work directly to the title company.
- Provide a Broker's Price Opinion to the City to assist with determining a value for the acquisitions.
- Coordinate and secure the appropriate appraisals, review appraisals, or market study, as necessary. Fees for appraisals, reviews, and markets studies are an additional expense and not included in this scope. The method used for valuation of the proposed easements is determined by funding and the estimated cost of the easement. If any easement is valued at \$10,000 or more, then an appraisal and review is required per MDOT guidelines.
- Provide a Request for Authorization, itemizing each proposed acquisition and its cost based upon the method of valuation, prior to presenting the "Good Faith Offer" to

the landowners. Good Faith Offers will not be offered to the landowners without the direct approval from Buchanan.

- Draft the acquisition documents and obtaining supporting estimates/bids as necessary.
- Initiate negotiations, coordinating, and attending meetings with property owners, their representatives and/or tenants and providing supporting services as necessary to reach an acceptable purchase agreement for the proposed right of way.
- Present and explain documents, the plans, project, and process along with the appraisal and/or market study to the landowner.
- Supervise, coordinate and obtain any necessary supporting documents (release of lien, quit claim deed, etc.).
- Maintain a Memorandum of Negotiations for each parcel/landowner.
- Provide the Client with a Request for Payment along with the fully executed documents.
- Provide to Buchanan a Right of Way Report, identifying the landowners, their contact information and outlining the agreements made with the landowners.
- Record each easement with the Register of Deeds.
- Deliver checks to the landowner and document the file.
- Assist Buchanan with the MDOT Audit.
- Upon completion of the project, deliver all files to Buchanan.

In summary, the above referenced scope changes will impact the engineering fees as follows:

Project	Basic Services	Resident Project Representative	Additional Services	Subtotal
Wastewater			\$29,600 +++	\$29,600 +++
Water			\$25,880 +++	\$25,880 +++
Non-Participating				
			Total	\$55,480 +++

The fees presented above are the estimated fees associated with the scope described above.

Professional service fees estimated to be \$55,480.

+Title Searches = T.B.D. At Costs. Paid Directly by City to Title Office

+Appraisals and Market Studies, if necessary = T.B.D. (actual costs)

+Recording Fees = T.B.D. (actual costs)

+Fair Market Payment for Easement = T.B.D. Paid Directly by City to property Owners

Upon completion of work, the Change Order will be finalized with actual costs.

Agreement Summary:

Original agreement amount:	\$ 2,645,000
Net change for prior amendments:	\$ 525,545
This amendment amount:	\$ T.B.D.
Adjusted Agreement amount:	\$ T.B.D.

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Buchanan _____

Prein&Newhof _____

By: _____
Print name: Heather Grace _____

By: _____
Print name: Jason Washler _____

Title: City Manager _____

Title: Vice President _____

Date Signed: _____

Date Signed: _____



Sent via email: hgrace@cityofbuchanan.com

February 8, 2022

Ms. Heather Grace
 City Manager
 City of Buchanan
 302 N. Redbud Trail
 Buchanan, MI 49107-1351

RE: City of Buchanan – Front Street/Oak Street Intersection Traffic Signal
 Improvements

Dear Heather:

Prein&Newhof is pleased to present our Professional Services Agreement to the City of Buchanan to perform engineering and design services on the above referenced project. Our proposal was prepared based on our discussion with you and others at the City along with available documents that we obtained from the Niles-Buchanan-Cass Area Transportation Study (NATS).

PROJECT OVERVIEW

In conjunction with other projects in the vicinity, Buchanan plans to move forward with signal improvements at the intersection of Front Street and Oak Street. The improvements to the intersections include the conversion from a diagonal span to a box span traffic signal, updating the existing traffic signal equipment to LED as well as the installation of pedestrian pushbuttons and LED pedestrian traffic signals. Pedestrian facilities and ADA ramps will also be evaluated with the design. This project is being funded by CMAQ grant (FY 2023).

The traffic signal design plans showing the location and layout of the proposed traffic signal control equipment at the project intersection will be completed per MDOT CAD and plan sheet layout standards. Moreover, the design of the project will be completed using AutoCAD drafting software.

SCOPE OF WORK – Design Services

Our proposed work will include the following;

- Visit the project site and collect data.
- Complete NEPA compliance and MDOT Programming Forms.
- Complete the SHPO compliance including the archaeological and architectural reviews.
- Perform necessary soil borings.
- Prepare preliminary traffic signal design plans, including G.I. submittal. (60%, 100%)
- Develop final submittal to the City of Buchanan and MDOT.
- Attend up to two onsite meetings.
- Utilize site survey data for the design base from the USDA project, which shall include right of way constraints, edge of existing and proposed pavement, existing and proposed

Ms. Heather Grace
 February 8, 2022
 Page 2

- structures, drainage features, existing and proposed pedestrian ramps, existing and proposed signing and pavement markings and existing and proposed utilities.
- The traffic engineering design will also include responding to design review comments from MDOT and the City of Buchanan on the 60% and 100% engineering plan submittals.
 - Preliminary cost estimates and special provisions will be completed for each submittal.
 - No signing or pavement marking plans will be completed with this project.

COMPENSATION

We propose to provide the above referenced services for the lump sum price of \$35,000.00.

If additional work is requested or required beyond the scope outlined above, additional fees will be determined on a time-and-materials basis in accordance with our current fee schedule. We will provide an estimate and obtain your authorization prior to performing any additional services. We will provide a future agreement or request authorization related to construction and testing services once a contractor is determined related to additional services.

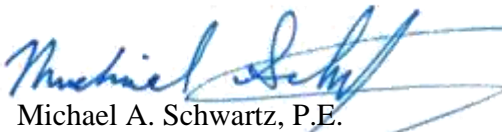
TIMELINE / SCHEDULE

This work will be coordinated with the other projects in the area being funded by other sources.

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

Sincerely,

Prein&Newhof



Michael A. Schwartz, P.E.



Thomas C. Wheat, P.E.

ST/MAS/TCW/st/dlj

Enclosures: Professional Services Agreement (2 pg.) Terms & Conditions (3 pg.)



Project No. _____

Professional Services Agreement

This Professional Services Agreement is made this ____ day of _____, 2022 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 1707 South Park Street, Suite 200, Kalamazoo, MI 49001, and City of Buchanan (“Client”), of 302 N. Redbud Trail, Buchanan, MI 49107-1351.

WHEREAS Client intends to:

Obtain engineering & design services for the Front Street/Oak Street Intersection Traffic Signal Improvements.

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

ARTICLE 1 – DESIGNATED REPRESENTATIVES

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

For P&N

For Client

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

Name: Heather Grace
Title: City Manager
Phone Number: (269) 695-3844
Facsimile Number: (269) 695-4330
Email: hgrace@cityofbuchanan.com

ARTICLE 2 – GENERAL CONDITIONS

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

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated February 8, 2022
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

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

- P&N Scope of Services per Proposal dated February 8, 2022

Scope of Services defined as follows:

ARTICLE 4 – COMPENSATION:

Lump Sum for Services Described in Article 3 above - \$35,000.00.

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

Hourly Billing Rates plus Reimbursable Expenses per P&N’s Standard Rate Schedule in effect on the date services are performed.

Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

None

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

Accepted for:

Accepted for:

Prein&Newhof, Inc.

City of Buchanan

By:

By:

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

Printed Name: _____

Title: Office Manager

Title: _____

Date: _____

Date: _____

Bill To/Ship To (if different)

Name: _____

Company: _____

Address: _____

Ph: _____

Fx: _____

Email: _____

Standard Terms & Conditions

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

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

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.

G. Client Responsibilities

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

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

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

J. Insurance

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

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

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

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

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

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 16, 2020

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: **October 17, 2022.**

Background Data

Effective Date of Owner-Engineer Agreement: September 16, 2020

Owner: City of Buchanan

Engineer: Prein&Newhof

Project: Storm Sewer System Improvements, Water System Improvements, and Wastewater System Improvements

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

The downtown streetscape increased in scope during the conceptual design phase. The estimated construction cost of the streetscape items was \$750,000 and it has increased to \$2,334,000. The additional services needed to support this increase in scope amount to the following:

Basic Services = \$188,400

Resident Project Representative = \$31,680

Additional Services = \$8,000

It was determined that the Parshall Flume needed to be redesigned at the connection to the WWTP. The additional services needed to support this increase in scope amount to the following:

- Basic Services = \$49,600
- Resident Project Representative = \$5,400
- Additional Services = \$0.00

It has been determined by City staff that lead service lines are likely to be encountered during construction. The additional services needed to support this increase in scope amount to the following:

- Basic Services = \$2,000
- Resident Project Representative = \$55,000
- Additional Services = \$0.00

It has been determined that the city would like to keep Rynearson Street open as part of this project but include streetscape and modifications to create a pedestrian feel, like the closed concepts. These additional services needed to support this increase in scope amount to the following:

- Basic Services = \$23,000
- Resident Project Representative = \$6,000
- Additional Services = \$4,000

Due to unforeseen delays in the funding approval process, design process and construction material availability, construction is now anticipated to take place during 2024-2025 instead of 2022-2023. The fee increase shown below is based on assumed inflation of 7% per year. The impact to the construction engineering related fees are as follows:

- Basic Services = \$38,325
- Resident Project Representative = \$93,135
- Additional Services = \$21,105

In summary, the above referenced scope changes will impact the engineering fees as follows:

Project	Basic Services	Resident Project Representative	Additional Services	Subtotal
Wastewater	\$58,419.00	\$33,722.00	\$7,343.00	\$99,484.00
Water	\$27,123.00	\$57,159.00	\$11,778.00	\$96,060.00
Non-Participating	\$215,783.00	\$100,334.00	\$13,984.00	\$330,101.00
			Total	\$525,645.00

Agreement Summary:

Original agreement amount:	\$ 2,645,000
Net change for prior amendments:	\$ 0
This amendment amount:	\$ 525,645
Adjusted Agreement amount:	\$ 3,170,645

Change in time for services (days or date, as applicable): N/A

In summary, the above referenced scope engineering fees as updated:

Project	Basic Services	Resident Project Representative	Additional Services	Subtotal
Wastewater	\$634,419.00	\$361,722.00	\$81,343.00	\$1,077,484.00
Water	\$852,123.00	\$527,159.00	\$118,778.00	\$1,498,060.00
Non-Participating	\$371,783.00	\$189,334.00	\$33,984.00	\$595,101.00
			Total	\$3,170,645.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Buchanan

Prein&Newhof

By: _____
Print name: Heather Grace

By: _____
Print name: Jason Washler

Title: City Manager

Title: Vice President

Date Signed: _____

Date Signed: _____

BUCHANAN PRESERVATION & NATIONAL REGISTER PLANNING REPORT

City of Buchanan
in partnership with
Buchanan Preservation
Society

2022

Kurt West Garner, Consultant
12954 6th Road, Plymouth, IN 46563
Kwgarner.com



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REPORT BACKGROUND

The City of Buchanan contracted with the consultant, KW Garner Consulting & Design, for assistance in preservation planning and prioritizing historic districts/properties for inclusion on the National Register of Historic Places. This was identified as part of the Buchanan City Action Plan (Buchanan Master Plan, 2021) for implementation in 2021. A nomination for **Clark Equipment** was started in 2021. As part of the Agreement for Services for this report, the City of Buchanan also contracted for preparation of a National Register nomination for **Oak Ridge Cemetery** as a pilot project for 2022-2023.

The goal of the report is to identify and evaluate resources, districts, etc. important to Buchanan’s heritage and develop a planning strategy to celebrate, interpret, and restore/preserve these resources. The plan builds off the 2012 Michigan SHPO and reconnaissance documents which conducted surveys and identified National Register-eligible properties/districts. The plan evaluates the City’s current planning documents, including the Andrews Study, to determine how findings from the 2012 documents can work in harmony with City goals and how historic resources can best be positioned to support economic development and take advantage of funding opportunities. At the direction of the City, the Consultant worked closely with the City’s Community Development staff and Buchanan Preservation Society (BPS).

BUCHANAN HISTORIC DISTRICTS & PROPERTIES LISTED ON THE NATIONAL REGISTER

Buchanan Downtown Historic District (2009)



& Union Block, 114 E. Front St. (2007)

Buchanan North and West Neighborhoods Historic District (2011)



Zinc Collar Pad Building, 304 S. Oak (2009)



CURRENT NATIONAL REGISTER PROPERTIES UNDER REVIEW/CONTRACT FOR LISTING

*Clark Equipment Complex (2022)**



*Oak Ridge Cemetery (determined eligible, scheduled 2023)**



Mill Race (determined eligible, scheduled 2023)

Preservation plan recommended, particularly as to how the Andrews Study relates to the park site.



NATIONAL REGISTER HISTORIC DISTRICTS/PROPERTIES IDENTIFIED IN 2012 REPORT

*(not under review/contract)**

Bainton/Gimlin House

Buchanan Hydroelectric Dam & Power Plant

Claremont Street Survey Area

Electro-Voice Factory

Liberty Heights Survey Area

Redbud-Days-Oak Survey Area

BENEFITS OF DISTRICT LISTING & COMMUNITY GOALS



Generally speaking, districts listed on the National Register of Historic Places see an increase in sense of place and pride of ownership among property owners. The notoriety and recognition of living in a listed district also educates property owners to the history of their neighborhood or house, which leads to greater appreciation for its place in the community. Districts usually see increased or stable market values due to neighborhood pride and investment.

Investment and stability of neighborhoods is a general, overarching goal of the city's 2021 Master Plan. A National Register designation of a neighborhood may aid in this effort through providing neighborhoods a greater sense of their own identity. A preservation plan should identify goals of preserving neighborhood character and use of form-based regulations to aid in the most-desirable development and improvements in neighborhoods.

While the National Register of Historic Places designation *does not* carry rules or regulations for property owners in the district, it can provide general guidance in what is appropriate, which is further reinforced when accessing tax credits for investment in properties.

PROCESS FOR IDENTIFICATION AND PRIORITIZATION

The process by which districts and properties were identified in this report, and then prioritized, relies on multiple facets relating to architecture, community planning & development, character, cohesiveness, period of significance, and context. All of these facets play a role in determining if a district is eligible for the National Register of Historic Places. Buchanan Preservation Society played the most critical role in evaluating districts and properties with regard to prioritization. This was done through a tour with board members, conversations at regularly-scheduled meetings, and surveys.

Housing development in Buchanan from its early period through the 20th century was examined in order to see growth patterns and development of styles/house types. Having an understanding of “first of” neighborhoods or if the neighborhood best exhibits a particular period of growth or styles/types in Buchanan was important for how to view potential districts. Boundary justification is more easily-made for whole plats versus partial plats in determination of eligibility. Determining the “build-out” of the plat, how it may have been marketed to the public, or if there were certain restrictions involved also aid in creating boundaries and making eligibility determinations.

Driving tours and photographic documentation of neighborhoods was undertaken to understand their fixed or blurred boundaries, types or styles of housing, period of development, and general cohesiveness. While a potential district is not required to have only a certain style or type, or tightly-determined period of significance (development), a potential district generally will not vary greatly on these facets. Generally speaking, an eligible district will have homes of a certain scale, period of construction, and must exhibit a sufficient concentration of buildings that retain their historic features such as porches, historic materials, and shape. These requirements for having an eligible district may restrict a district’s geographic boundaries from what may be generally thought of as a specific neighborhood or broader plat.

Prioritization of listing districts to the National Register of Historic Places depends largely on availability of funding. Because some districts are very small and others quite large, the cost of nomination preparation will vary considerably. Prioritization may also depend on the desire for investment in specific neighborhoods or other community goals. The number of property owners in a given district should also be considered since districts with fewer than 50 owners (dual spouse ownership counts as two owners) must be notified individually versus newspaper notification. This is important because if adequate community outreach is not made, and 51% of owners object, then the district will not be listed. Community outreach, regardless of the number of owners, is always recommended. Generally, prioritization should follow: 1) potential eligibility and 2) chronological development.

POTENTIAL DISTRICTS

In Buchanan’s 2021 Master Plan, historic district designation was to be considered to encourage the preservation and restoration of existing historic architecture that celebrates Buchanan’s history. The following identified historic districts are based on a concentration of resources evaluated and grouped together in the 2012 Preservation Plan. These are generally listed chronologically.

The **Redbud-Days-Oak Survey Area** appears to be the oldest area of Buchanan not yet designated with National Register status. The core of the area is Days Plat, which extends from Redbud Trail on the east to Oak Street on the west, south of the downtown district. While the survey area incorporated a larger area, from Berrien Street on the east to Clark Street on the west, some refinement of the boundaries is probably warranted for submission of the initial questionnaire to the SHPO.

The two districts following Redbud-Days-Oak are examples of plats created in the post-war housing boom of both WWI and WWII. **Liberty Heights** and **Colonial Gardens** are similar to each other. Both districts have examples of American Small House design and appear to be developed using a limited palette of designs, constructed within a limited period of time, and provided housing relief for a burgeoning labor market, particularly at Clark Equipment. Given this, when submitting the initial questionnaire to the state, it may be beneficial to propose these together and seek guidance for how the state may like to see these prioritized.

The last district listed in this group is **Claremont Avenue**, or the Park Ridge Addition, which seems to identify as the first modern suburban housing developments for middle-class families. The compact plan includes Stark Elementary School. Nearby is the **Electro-Voice Industrial Complex**; this is the only single-property, private district proposed for listing. Because of various challenges, it should fall at the end with regard to prioritization.

Districts are listed in order of prioritization based off of review and input from BPS.

1 Redbud-Days-Oak Survey Area (2012)

The west side of Berrien Street on the east to the east side of Clark Street on the west, extending from the south edge of the downtown historic district to the historic south end of town at the railroad.

Platted 1858 (Days Addn.)

Traditional, mid-19th century town plat character

The district includes approximately 160 resources dating between c. 1850-1920 including certain key historic resources like the Old Livery and Buchanan Mill at the railroad

Styles and types from the second half of the 19th century and first half of the 20th century

Proposed boundary may incorporate only the Days Addition Plat to Buchanan.



2 Liberty Heights Survey Area (2012)

The east side of Liberty Street to the west side of Sylvan St., Ryneerson St. on the north

Platted 1918

Early suburban-traditional, worker housing

The district contains about 70 resources

American Small Houses/Minimal-traditional housing/Compact Ranch

Boundaries are fairly easily arrived at due to the nature of the plat



3 Claremont Avenue (Park Ridge Addn.) Survey Area (2012) or in conjunction with Liberty Heights

Lining each side of Claremont Avenue south of Rynearson Street.

Platted 1953, the proposed district was built-out during 1950s-1960s

Suburban-Traditional, worker housing

The district contains approximately 32 resources dating between c. 1950-1965, and includes Stark Elementary School

Ranch Houses

Proposed boundaries would follow Park Ridge Plat and Addition No. 1, though they may be more constricted nearer the south end of the district.



4 Colonial Gardens Survey Area (2022)

The south side of Front Street to the south side of Polis Street, from Terre Coupe Street on the east to the cemetery on the west.

Platted 1928

Early suburban-transitional, worker housing

The district contains about 80 resources dating to c. 1940-1960

American Small Houses, Minimal-traditional, Compact Ranch

Boundaries are fairly easily arrive at due to the nature of the plat, but may incorporate a few additional homes that were outliers when the plat was created.



5 Electro-Voice Industrial Complex

Industrial development between Jordan and Carroll Streets, west of Liberty Street

Construction dates run with additions to the building, but generally c. 1920-1960

Area of significance is restricted to Industry with one primary resource



OTHER DISTRICTS/PROPERTIES IDENTIFIED IN BUCHANAN PRESERVATION SOCIETY 2022 SURVEY

***represent properties of conditions/planning concerns*

Clark Equipment Headquarters, Circle Drive (1972-1975)

*& Dr. Gamble House, Redbud Trail (c. 1930, Section 106 Review)** Preservation plan recommended.*



English & Holmes Addition (Fulton/Arctic Neighborhood, c. 1910-1950)

Jacobs House, 208 Berrien St. (brick/stone house in proposed Days District, c. 1925)

Colonial Gardens Addition (Roe/Polis Neighborhood, c. 1930-1960)

*Hall Farm Apple House, 1640 S. Redbud Trail (outside city limits, c. 1940)***

Preservation plan recommended.



*Buchanan Brethren Church, 303 N. Oak St. (located in North-West District, c. 1865/1950)***



*Moccasin School, 416 Moccasin St. (located in North-West District, c. 1950)***



*Buchanan Mill/Grain Elevator Complex, Days Street (in proposed Days District, c. 1915-1950)***
Preservation plan recommended.



INTERPRETATION-HISTORIC MARKER DEVELOPMENT

Buchanan has a rich, early heritage in southwest Michigan that is recognized by its residents, city, and organizations. Buchanan Preservation Society has been engaged in preserving and celebrating this history for decades.

When the Buchanan Downtown Historic District was listed to the National Register of Historic Places, a large cast metal plaque was installed downtown to commemorate the district’s history and listing. While not listed yet to the National Register, a similar effort to interpret Clark Equipment’s history and relationship to Buchanan is memorialized on plaques and signage in the complex.



As additional districts and sites are added to the National Register of Historic Places, and as both the city and BPS work toward celebrating the community’s history, further demarking of districts and properties, not necessarily listed on the NR, should be undertaken. These markers should have some common theme and appearance and be marketed together either as a biking or pedestrian route. This kind of promotion realizes several benefits. The markers act together to provide a sense of community pride, education for its residents, and tourism attraction.

It is recommended that all new markers follow the attractive design, in color, font, etc., of the existing downtown marker. Using a logo, such as the Red Bud tree commonly seen in community materials, will aid in creating unity and be easily-recognizable for individuals seeking out these markers. Buchanan should consider installation of several of these markers in 2023, then follow with new installations as National Register listings, or other sites, warrant. Markers may include historic photographs to provide additional context/understanding of the sites being memorialized. This could be particularly helpful in areas where significant changes have occurred due to demolition. The interpretive opportunities in locations such as these may require supporting signage/markers.

Recommended installations for markers in 2023 include:

Already Listed:

- North & West Neighborhoods District
- Zinc Collar Pad Building

Listings scheduled for 2023:

- Clark Equipment Complex
- Oak Ridge Cemetery
- Mill Race/Pears Mill

Development of a tri-fold brochure, easily available at the city offices and library, with the sites/markers with a clear driving/biking path outlined should be released at the time the markers are unveiled. This should also be linked to the city and library’s websites.

HISTORIC CHARACTER PROTECTION

Buchanan’s 2021 Master Plan is replete with recommendations and steps required for the preservation of the community’s historic resources and character. One of the plan’s community goals is to *promote and fully develop the historic character and artistic quality of the community*. This is followed with the desire to *promote preservation of historic community character in districts and throughout the community beyond historic districts*. It was recognized that the community could also capitalize on its historic assets for tourism development. Protection of a community’s historic character, in districts or at-large, rarely is a naturally-occurring movement. It requires a variety of approaches to encourage protection until such time that it might naturally occur, however, eternal vigilance is always necessary to safeguard the community’s heritage.

Education

One simple, logical approach that requires no regulatory process is education. Often when property owners understand the benefit to preservation of historic character, embrace of that approach gains a significant foothold in districts and/or neighborhoods. This should take two approaches. The first is through educating property owners of the history embedded in their buildings, homes, neighborhoods, and how it relates contextually to the whole of their community. This often engenders community pride, at a very local level, and realizes results that regulation may fail to do. Mentioned previously is the program to place markers at historic sites and districts, which aids this approach.



The other approach is to educate property owners on types and styles of architecture, periods of architectural styles, materials, and best practices for preservation/restoration. The front part of this approach may simply require booklets or publications and presentations. The second part may require brining professionals in for workshops, such as window restoration or masonry tuck-pointing repair. Many property owners take a hands-on approach to work on their own buildings; this could provide a valuable service to residents and property owners in Buchanan.

Education can be a function of either government or local organizations. It is recommended that BPS partner with the city to develop educational programs that will support any oversight action.

Oversight

A regulatory approach may also be required, particularly as it can protect important historical assets and protect property values in historic districts. The 2021 Master Plan suggests *the use of overlay districts* for some level of oversight/regulation. Overlay districts are a simplified approach over more typical Certified Local Government designation and establishment of a Historic Preservation Commission. An overlay district may put additional limits on demolition, remodeling, and new construction through the more commonly-adopted municipal plan commission’s oversight, similar to zoning applications.

Overlay districts tend to be less threatening and better embraced in the community. The Secretary of the Interior’s Standards for the treatment of historic properties may still be employed in aiding decision making by the commission, and would allow consistent treatment/review of properties. The overlay district likely would extend to National Register listed districts only, but often can be focused to provide specific, desired outcomes. The overlay concept may also guide new construction to provide parameters for scale and materials.

Oversight is a function of government, not non-profit or other organizations. This is due to the nature of planning, zoning, and ordinance creation and enforcement.



BUCHANAN PRESERVATION SOCIETY SURVEY & MEETING SUMMARY

August 16, 2022; submitted August 18, 2022

The survey/tour visited the districts/sites identified in the 2012 Report with the exception of the Bainton/Gimlin House and Dam & Power Plant since participants were already familiar with those sites. Further discussion continued at a working dinner and following at the regularly-scheduled monthly meeting of the Buchanan Preservation Society. An update was provided on the status of Clark Equipment, Oak Ridge Cemetery, and the Mill Race National Register nominations and/or review for eligibility with Michigan SHPO. Initial impressions from the survey include the following:

While the English & Holmes Addition reflects worker housing, it seems that many of the resources have had substantial alterations which may render buildings and the district ineligible for the NR. In contrast, the Colonial Gardens Addition has better architectural integrity and represents similar worker housing and is likely NR eligible. This was not identified in the 2012 Plan. Liberty Heights Survey Area also represents worker housing, largely spurred by Clark Equipment.

The area identified as the Claremont Survey Area is the Park Ridge Addition and contains Stark Elementary School. While a NR listing was not thought to be beneficial to the neighborhood, it could be beneficial for future uses of the school.

In time, the AEP/Clark Headquarters Building may be eligible for the NR. With purchase of the property by the county, there are concerns for the future of the vacant Dr. Gamble House. The unusual c. 1930 stone house is likely individually-eligible for the NR and a preservation plan should be considered. A similarly-interesting stone and brick masonry house, the Jacobs House, was surveyed and may be individually-eligible for NR listing, but is also part of the Redbud-Days-Oak Survey Area.

While there may need to be better definition to the boundaries suggested for the Redbud-Days-Oak Survey Area identified in the 2012 Plan, this seems to be highest in priority for NR listing, particularly as it relates to investment. It would include the Old Livery and Buchanan Mill sites.

The Electro-Voice site was visited and while it relates to Buchanan's industrial heritage, it is weak architecturally and provides challenges in terms of reuse/clean-up. Previous discussions about the Dam & Power Plant revolved around it being corporately-owned and reception to NR-listing is questionable.

Similarly, concerns for appropriate preservation on the Bainton/Gimlin House were mentioned, as well as its important landmark/gateway position into town. Receptiveness to NR listing was in doubt. While outside city limits, concerns for preservation of the Hall Farm Apple House were mentioned; it represents a strong connection to the area's agri-history and is also a landmark/gateway.

Long-term preservation concerns were also mentioned regarding two properties located in the North-West District. Moccasin School, proposed for demolition, and the former Brethren Church may have need for preservation plans developed.

Other items discussed include development of a Historic Preservation Commission and CLG status, and from where that task should originate. Design Review may be a less threatening approach to achieve preservation goals if Secretary of the Interior's Standards are better understood and followed. Demolition was also a concern, particularly as to how it may fray the fabric of historic districts to the extent of potential loss of NR-status.

ACKNOWLEDGEMENTS

Mr. Richard Murphy, Director
City of Buchanan Economic & Community Development

Mr. Peter Lysy, Archivist & Historian
Buchanan Public Library

Ms. Beth Murphy, President
Buchanan Preservation Society

Mr. Randy Hendrixson, Owner
Clark Equipment Complex

City of Buchanan and the Buchanan Preservation Society



**AN ORDINANCE
AMENDING THE CITY OF BUCHANAN ZONING ORDINANCE;
ARTICLE III-DEFINITIONS AND USE OF TERMS; ARTICLE X – C-2
COMMERCIAL DISTRICT; ARTICLE XI – C3 CENTRAL BUSINESS DISTRICT; ARTICLE
XII I-1 LIGHT INDUSTRIAL DISTRICT; ARTICLE XIII I-2 HEAVY INDUSTRIAL
DISTRICT; ARTICLE XVIII SPECIAL PROVISIONS:**

At a regular meeting of the city of Buchanan, Berrien County, Michigan, held at the Buchanan City Hall on December 27, 2022 at 7 PM.

The City of Buchanan Ordains...

**ARTICLE III
DEFINITIONS AND USE OF TERMS**

Section 3.04 Definitions pertaining to Adult Use Marihuana.

Licensee. A person holding a state operating license issued under the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq.

Marihuana. That term as defined in the Public Health Code, MCL 333.1101 et seq.; the Michigan Medical Marihuana Act, MCL 333.26421 et seq.; the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.; the Marihuana Tracking Act, MCL 333.27901 et seq., and the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et. seq.

Marihuana establishment. A marihuana grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, Class A marihuana microbusiness, marihuana retailer, marihuana secure transporter, or any other type of marihuana-related business licensed by the State of Michigan.

Marihuana grower. A person, permittee/licensee that is licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments.

Marihuana-infused product. A topical formulation, tincture, beverage, edible substance, or similar product containing marihuana and other ingredients and that is intended for human consumption.

Marihuana microbusiness - Class A. A person, permittee/licensee that is licensed to cultivate not more than 300 marihuana plants; package marihuana; purchase marihuana concentrate and marihuana infused products from a licensed marihuana processor; sell or transfer marihuana or marijuana products to an individual 21 years of age or older; transfer marihuana to a marihuana safety compliance facility for testing; purchase or accept the transfer of marihuana seeds, tissue cultures, clones or marihuana plants from a licensed marihuana grower; and accept the transfer of marihuana plants from a registered primary caregiver only upon licensure IF the registered primary caregiver was an applicant for that class A marihuana microbusiness license.

Marihuana microbusiness. A person, permittee/licensee, licensed to cultivate not more than 150 Marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.

Marihuana processor. A person, permittee/licensee that is licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments.

Marihuana retailer. A person, Permittee/licensee licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.

Marihuana secure transporter. A person, permittee/licensee that is licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.

Marihuana safety compliance facility. A person, permittee/licensee licensed to test marihuana, including for potency and the presence of contaminants.

MRTMA. Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq. Any term defined in the MRTMA shall have the definition given in the MRTMA.

Permit. A current and valid Permit for a Marihuana Establishment issued by the City of Buchanan, which shall be granted to a Permit Holder only for and limited to a specific Permitted Premises and a specific Permitted Property.

Permittee. A person holding a City operating Permit issued under the provisions of Ordinance 2019.10/413.

Permit Holder. A Person that holds a valid Permit issued under the provisions of Ordinance 2019.10/413.

Permitted Premises. A particular building(s) within which the Permit Holder will be authorized to conduct the Establishment's activities pursuant to the Permit.

Permitted Property. The real property comprised of a lot, parcel or other designated unit of real property upon which the Permitted Premises is situated.

Person. An individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, or other legal entity.

ARTICLE X

C-2 COMMERCIAL DISTRICT

Section 10.03 - Uses Permitted by Special Use Permit

E. Adult Use marihuana retailer, designated consumption, and microbusiness establishments, including class A microbusiness establishment as authorized by City Ordinance 2019.10/413 .

F. Temporary Marihuana Events as authorized by City Ordinance 2019.10/413 .

ARTICLE XI

C-3 CENTRAL BUSINESS DISTRICT

Section 11.03 - Uses Permitted by Special Use Permit

- E. Adult Use marihuana retailer, designated consumption establishments as authorized by City Ordinance 2019.10/413 .
- F. Temporary Marihuana Events as authorized by City Ordinance 2019.10/413 .

ARTICLE XII I-1 LIGHT

INDUSTRIAL DISTRICT

Section 12.03 – Uses Permitted by Special Use Permit.

- H. Adult Use marihuana grower, processor, retailer, secure transporter establishments and safety compliance facility as authorized by City Ordinance 2019.10/413.
- I. Temporary Marihuana Events as authorized by City Ordinance 2019.10/413

ARTICLE XIII I-2 HEAVY

INDUSTRIAL DISTRICT

Section 13.03 – Uses Permitted by Special Use Permit.

- G. Adult Use marihuana grower, processor, retailer, secure transporter establishments and safety compliance facility as authorized by City Ordinance 2019.10/413.
- H. Temporary Marihuana Events as authorized by City Ordinance 2019.10.413

ARTICLE XVIII

SPECIAL PROVISIONS INCLUDING HOME OCCUPATIONS

Section 18.11 – Marihuana Establishments – All Types.

- 1. An adult use marihuana establishment, in accordance with the provisions of state law, may be permitted by the issuance of a special use permit pursuant to Article XX in the specified zones, provided that:
 - A. No adult use marihuana establishment shall be located within one Thousand (1,000) feet of real property comprising a public elementary, vocational, or secondary school.
 - B. No adult use marihuana establishment shall be located within Five Hundred (500) feet of real property comprising a church, or a public park with activities designed specifically for youth.
 - C. In the consideration of granting a special use permit, the setback from any residential use (*City and/or Township*) shall be evaluated as it relates to the surrounding areas.

- D. Any uses or activities found by the State or a court with jurisdiction to be unconstitutional or otherwise not permitted by state law may not be permitted by the City of Buchanan. In the event that a court with jurisdiction declares some of all of this article invalid, then the City of Buchanan may suspend the acceptance of applications for special use permits pending the resolution of the legal issue in question.
 - E. All special use approvals for marihuana establishments are contingent upon the approval of the marihuana establishment's application(s) by the City and the State.
 - F. The use or establishment must be at all times in compliance with all other applicable laws and ordinances of the City.
 - G. The City of Buchanan may suspend or revoke a special use permit based on a finding that the provisions of the special use standards in this section, all other applicable provisions of this zoning ordinance, City Ordinance 2019.10/413, or the terms of the special use permit and approved site plan are not met.
 - I. Signage requirements for marijuana establishments, are as provided in the City's Sign ordinance, being Chapter 76 in the City Code of Ordinances, and in the City Ordinance 2019.10/413.
 - J. No marihuana establishment shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable beyond the boundaries of the property on which the marihuana establishment is operated.
2. Marihuana growers and processors shall also be subject to the following standards:
- A. The minimum operational standards of growers and processors found in the City Ordinance 2019.10/413.
 - B. All applicable regulations of Articles XII and XIII, including but not limited to accessory buildings and structures, parking requirements, signs, visual screening requirements, building height regulations, and yard, setback and lot area requirements.
 - C. All marihuana growing and processing shall be located entirely within an enclosed, locked facility which shall include one or more completely enclosed buildings.
 - D. If only a portion of a building used for marihuana production, a partition wall from floor to ceiling shall separate the marihuana production space from the remainder pf the building. A partition wall must include a door capable of being closed and locked from both sides for ingress and egress between the marihuana production space and the remainder of the building.
 - E. Light cast by light fixtures inside any building used for marihuana production or processing shall not be visible outside the building from dusk to dawn the following day.
3. Retailers, designated consumption establishments and microbusinesses, including class a microbusinesses, shall also be subject to the following standards:

- A. All applicable regulations of Articles X and XI, including but not limited to accessory buildings and structures, parking requirements, signs, visual screening requirements, building height regulations, and yard, setback and lot area requirements.
- B. Retailers and any microbusinessXX shall only sell to consumers or allow consumers to be present in the establishment between the hours of 9:00 a.m. and 9:00 p.m.
- C. Designated Consumption Establishments shall only operate during the hours permitted on their approved City Permit.
- D. All activities of a retailer, any microbusiness and designated consumption establishment, including all transfers of marihuana shall be conducted within the establishment and out of public view. A retailer, any microbusiness and/or designated consumption establishment shall not have a walk-up window or a drive thru window service.
- E. The exterior appearance of the structure shall remain compatible with the exterior appearance of structures already constructed or under construction within the immediate area and shall be maintained so as to prevent blight or deterioration or substantial diminishment or impairment of property values within the zoning district.

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

Proposed by Commission Member:

Supported by Commission Member:

Roll Call Vote:

Ayes:

Nays:

Abstain:

Absent:

MADE, PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF BUCHANAN, BERRIEN COUNTY, MICHIGAN, ON THE 27th DAY OF December 2022, AND PUBLISHED IN THE NILES DAILY STAR.

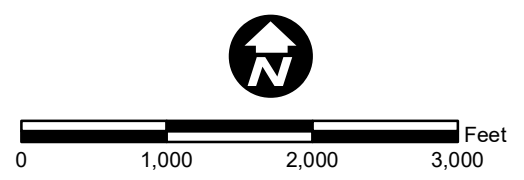
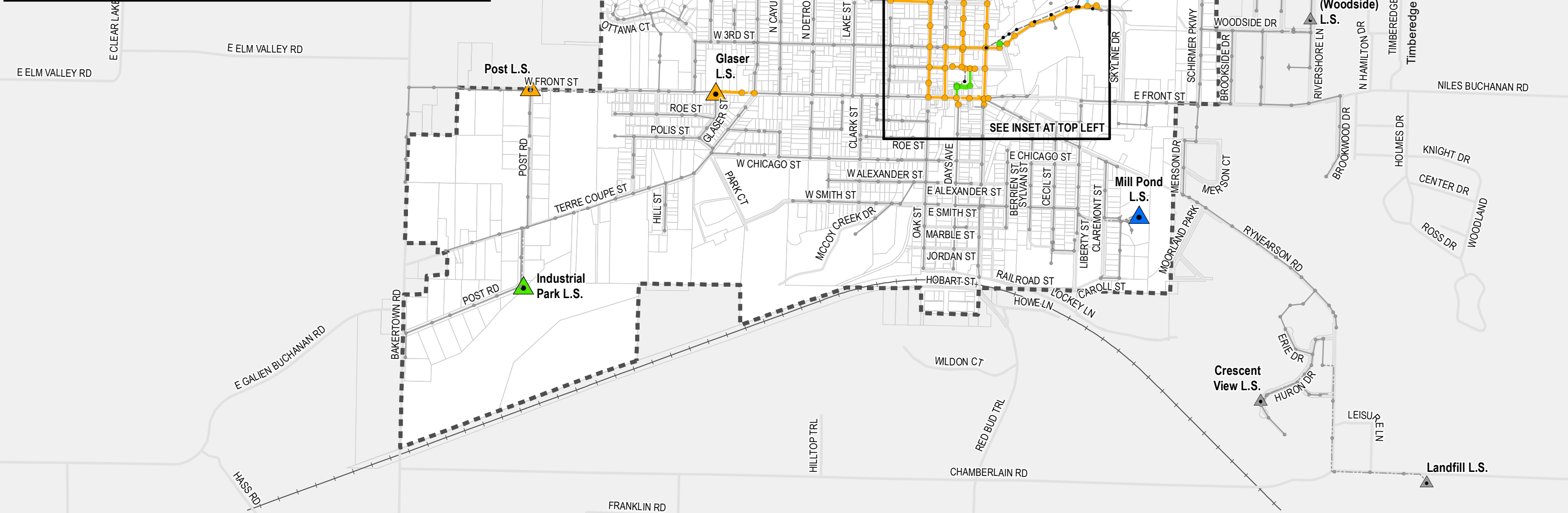
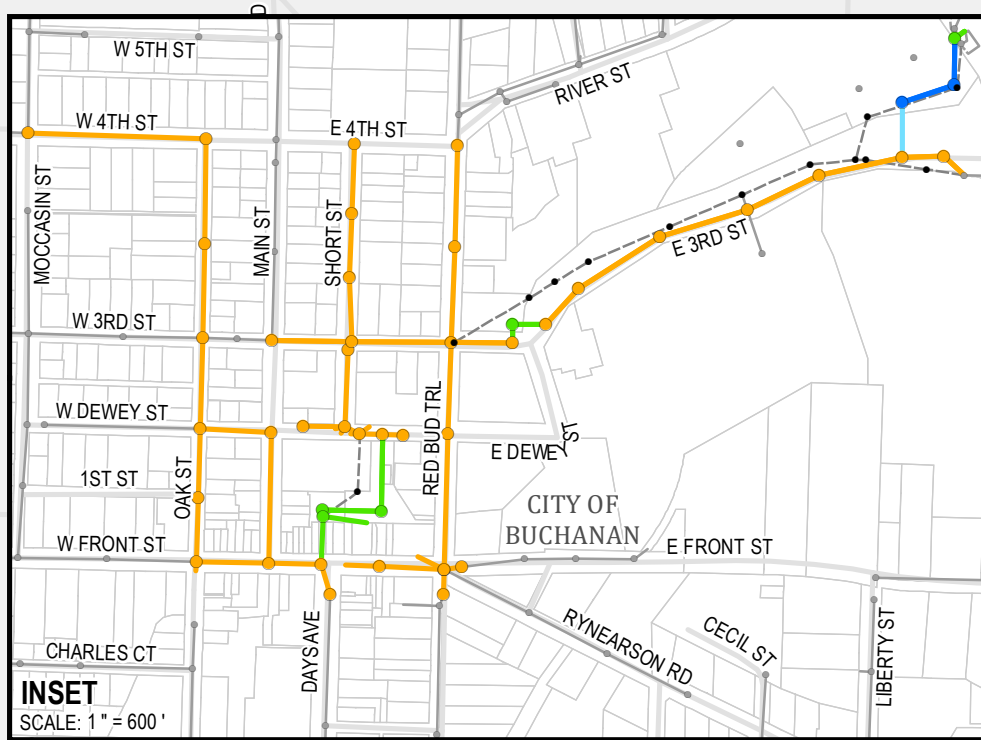
By: _____
Sean Denison, Mayor

By: _____
Kalla Langston, City Clerk

CERTIFICATION

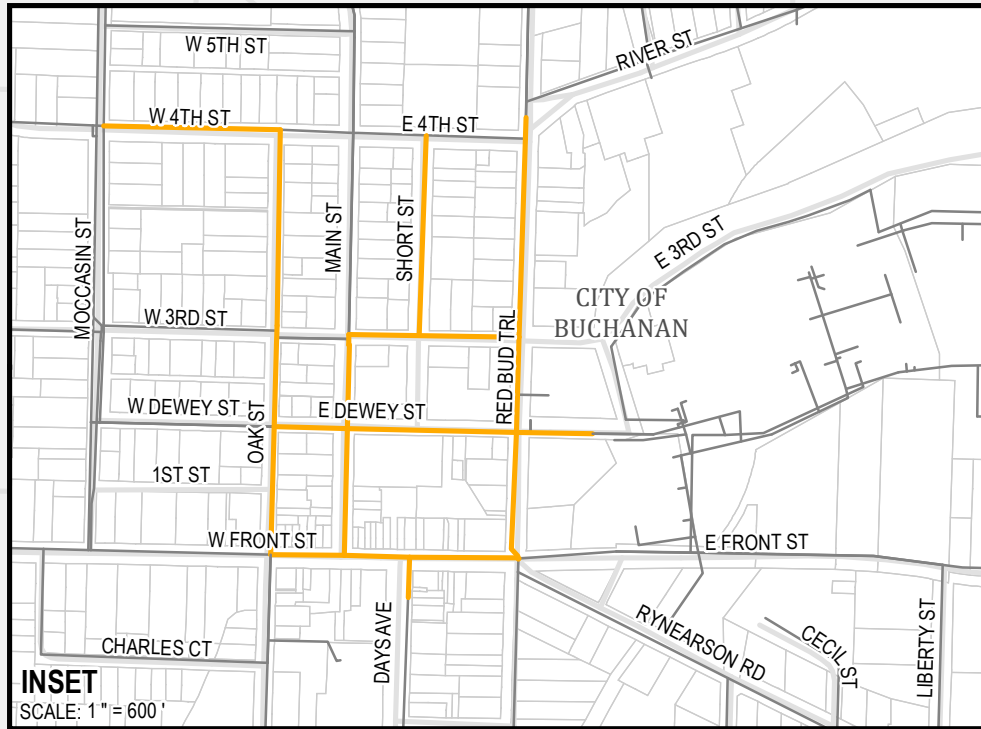
I hereby certify that the above is a true and complete copy of an ordinance adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a regular meeting held on the 27^h day of December, 2022, and that said meeting was conducted and public notice of said meeting 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

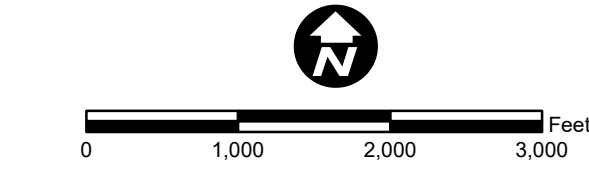
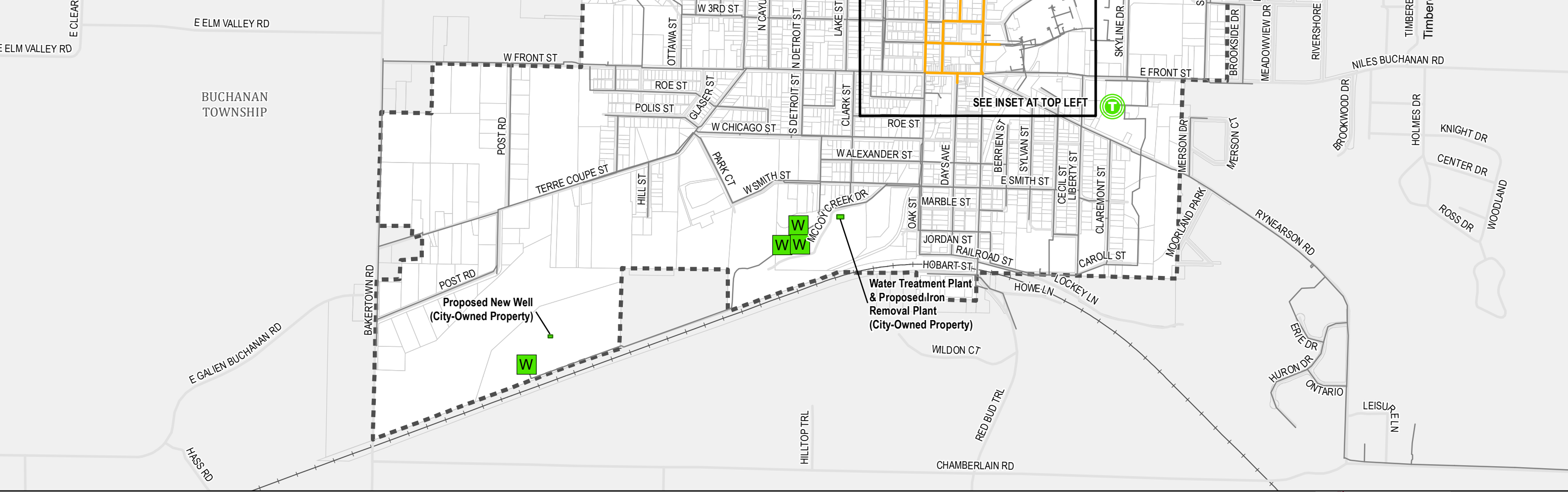


Sanitary Manhole		Sanitary Gravity Sewer		Sanitary Lift Station		Sanitary Force Main	
●	In Easement (Recorded)	—	In Easement (Recorded)	▲	In Easement (Recorded)	- - -	In Public R.O.W.
●	In City-Owned Property	—	Easement (Pending)	▲	In City-Owned Property	- - -	Not in Project Area
●	In Public R.O.W.	—	In City-Owned Property	▲	In Public R.O.W.		
●	To Be Abandoned	—		▲	Owned by Others		
●	Not in Project Area	- - -					
		—					
		- - -					
		—					
		- - -					


USDA RD ENGINEERING REPORT
PROPOSED SANITARY PROJECTS WITH ROW STATUS
 NOVEMBER 2022

INSET
SCALE: 1" = 600'



LEGEND

Proposed Well Facility Project In City-Owned Property	Water Main In Public R.O.W. Not in Project Area	Water Tower In City-Owned Property	Production Well In City-Owned Property
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BUCHANAN
Life is better here.
BERRIEN COUNTY, MICHIGAN
USDA RD ENGINEERING REPORT
PROPOSED WATER PROJECTS WITH ROW STATUS
NOVEMBER 2022
Prein&Newhof
2190800

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