



PUBLIC HEARING & REGULAR MEETING OF THE BUCHANAN CITY COMMISSION

MONDAY, AUGUST 25, 2025 – 7:00 PM

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

AGENDA

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

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

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

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

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

I. Call to Order the Public Hearing

II. Roll Call

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

A. *The purpose of the public hearing is to hear public comments on a proposed Short-Term Rental Ordinance (Ordinance 2025.09/443). The purpose of this ordinance is to protect and promote the health, safety and welfare of the City's residents, property owners, visitors, and neighborhoods by allowing short-term rentals (STRs) within the City under certain conditions and in certain zoning districts and establishing standards and regulations for the operation of the same.*

IV. Close of Public Hearing

V. Call to Order the Regular Meeting

VI. Recognition

VII. Pledge of Allegiance

VIII. Invocation

IX. Roll Call

X. Approve Agenda

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

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

A. **Minutes**- Consider the Regular Meeting Minutes from August 11th, 2025.

B. **DDA Bylaws**- Consider approving the Downtown Development Authority Bylaws

C. **Crossing Guard Agreement** - Consider approving the 2025-2026 Crossing Guard Agreement

XIII. Scheduled Matters from the Floor (if any)

XIV. Reports by: Departments, Committees, Boards

Public Hearing & Regular Meeting of the Buchanan City Commission Agenda

- A. **Commission Reports from Various Boards** (SMCAS, BARB, Planning Commission, Landfill, DDA, JWSB)

XV. Unfinished Business

- A. **Ordinance 2025.09/443**- Consider the first reading of Ordinance 2025.09/44, Short-Term Rental Ordinance.

XVI. New Business

- A. **Brownfield Redevelopment Authority Services**- Consider awarding the contract for Brownfield Redevelopment Authority Services.
- B. **Closed Session**- Consider entering Closed Session pursuant to MCL 15.268 Section 8 (a), to conduct a periodic personnel evaluation of the City Manager.
 - A. Motion to enter in Closed Session pursuant to MCL 15.268 Section 8(a), personnel evaluation of City Manager.
 - B. Motion to re-enter Open Session
- C. **Expenditures**- Consider approving the expenditures in the amount of \$76,493.33

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

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

XIX. Executive Comments

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

XX. Adjourn



POSTED: 8/7/2025

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

PLEASE TAKE NOTICE that the City Commission of the City of Buchanan, Berrien County, State of Michigan, will hold a public hearing at 7:00 p.m. on Monday, August 25th, 2025, at Buchanan City Hall, 302 N. Redbud Trail, Buchanan, Michigan. The purpose of the public hearing is to hear public comments on a proposed Short-Term Rental Ordinance (Ordinance 2025.09/443). The purpose of this ordinance is to protect and promote the health, safety and welfare of the City's residents, property owners, visitors, and neighborhoods by allowing short-term rentals (STRs) within the City under certain conditions and in certain zoning districts and establishing standards and regulations for the operation of the same. At the hearing, all interested parties will be allowed to be heard.

The proposed Ordinance can be found on our website, cityofbuchanan.com, or a copy can be obtained at City Hall 302 N. Redbud Trail, Buchanan, MI 49107.

If you cannot attend the public hearing, written comments can be sent to Buchanan City Hall, 302 N. Redbud Trail, Buchanan, Michigan 49107 or emailed to City Clerk Kalla Langston at Clerk@cityofbuchanan.com and must be received by noon on Monday, August 25th, 2025.

Kalla Langston, City Clerk



REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, AUGUST 11, 2025 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

I. Call to Order

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

II. Recognition

III. Pledge of Allegiance

The Pledge of Allegiance of the United States was recited.

IV. Invocation

Invocation was given.

V. Roll Call

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

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

VI. Approve Agenda

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

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

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

A. Minutes- Consider approving the Regular Meeting Minutes from July 28th, 2025.

B. Department Head Reports- Receive monthly reports.

C. Excuse- Consider excusing Mayor Pro Tem Swem's absence on July 28, 2025.

The motion was made by Vigansky, seconded by Money to approve the Consent Agenda, as presented. Voice votes carried unanimously.

IX. Scheduled Matters from the Floor (if any)

X. Reports by: Departments, Committees, Boards

A. Clerk Department- August 5th, 2025 Special Election

The special election held on August 5th had a total of 286 voters for the City, resulting in a 12.7% turnout. The library proposal passed. The upcoming November election will include two LMC proposals.

XI. Unfinished Business

XII. New Business

A. Redbud Roots- Consider the permit renewal for Grower Class C, Redbud Roots located at 448 Post Rd.

Background checks and fees for applications have been received. Murphy recommends approval. Red Bud Roots currently plans to continue renewing all licenses, with possible future consolidation.

Motion made by Swem, seconded by Vigansky to approve the permit renewal for Grower Class C, Redbud Roots, located at 448 Post Rd., as presented. Roll call votes carried unanimously.

B. CDBG and Foundations Northside Neighborhood Home Repair- bid tabulation and request for approval of notices to proceed with bid awards and with project contracts.

City of Buchanan launched the Northside Home Repair Program with CDBG and local foundation funding. The program awarded contracts for 8 home repair projects after two rounds of bidding. Total approval requested: \$120,000 (\$57,515 CDBG + \$60,950 foundations); CDBG grant total: \$300,000 with \$200,000 remaining after administration. Projects include roofing, HVAC, siding, gutters, soffit, and fascia; roof replacements are estimated at \$6,000–\$15,000+ per home. Contracts require licensed, insured Michigan contractors; CDBG projects over \$10,000 require a 5-year forgivable lien.

The motion was made by Money, seconded by Swem to approve the notices and the project contract, as presented. Roll call votes carried unanimously.

C. Revitalization and Placemaking "RAP" Grant with MEDC- Consider allowing City Manager Anthony McGhee as the authorized signer for the RAP Grant pertaining to the Buchanan Downtown Infrastructure and Placemaking Initiative Project.

Approval is recommended for City Manager Anthony C. McGee as the authorized signer for the RAP grant. This grant supports the Buchanan Downtown Infrastructure and Placemaking Initiative. MEDC has awarded a \$1 million grant for the project. This administrative action finalizes the paperwork and agreement.

Motion made by George, seconded by Swem, to approve allowing City Manager Anthony C. McGhee to be the authorized signer for the MEDC RAP Grant, as presented. Roll call votes carried unanimously.

D. Expenditures- Consider the expenditures for August 11th, 2025.

Motion made by Vigansky, seconded by Money, to approve the expenditures for \$60,411.81, as presented. Roll call votes carried unanimously.

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

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

Norma Ferris- Concern raised about infrastructure replacement in Buchanan, specifically Oak Street.

Fulton St. Resident-Fulton Street residents reported excessive semi-truck traffic, safety concerns for children, and questioned if the street is appropriate for heavy hauling.

Jerry Flenar- Ribbon cutting for River St. Joe trail scheduled; trail is 98-99% complete; public and commission invited. Trick-or-treat on the trail set for October 25th; last year saw 780 children; parking arranged; seeking \$3,000 in candy donations; no dogs allowed at the event.

XV. Executive Comments

A. City Manager Comments

Stranger Wine had a soft opening this past weekend. Brownfield Redevelopment Authority consultant interviews underway; recommendation expected next meeting; feed mill property cleanup to finish next month, then RFP for redevelopment. Water/sewer upgrades reduced treatable waste by 200,000–300,000 gallons/day (20–30% reduction), improving efficiency and cost savings. Disc golf course construction is nearly complete; 12 pads poured, final 6 in progress; project funded by a grant.

Downtown infrastructure project reached 65–70% completion. Curb and concrete should start on the 20th. River St. and Redbud paving should be done within the next month.

B. Commissioner Comments

Vigansky- Comments about Fulton St. being a cut through (McGhee and Chief will look at solutions). Facebook attacks have become personal; there is a line that people should not be crossing.

Money-The comments expressed gratitude to the Police Department for organizing National Night Out. Appreciation was extended to the Buchanan Township Fire Department for their generous donation to the Shop with a Cop program. Additional thanks were given to all the businesses that contributed food for the event. Lastly, thanks were also offered to everyone who attended the meeting, including the Commission and Staff.

George- We would like to express our appreciation to the staff. Disc golf is beginning to take off. Faith and Family Day is on August 24th; everyone is invited, and it will be held at the Common.

Swem- Congratulations to the Library! We appreciate the support from the BARB board and the Disc Golf group. The JWSB meeting held this morning highlighted the significant positive impact our ongoing construction is having on our infrastructure. We have successfully reduced the volume of treatable waste by 200,000 to 300,000 gallons per day. These major efficiencies will enable us to continue making capital improvements throughout the town and explore opportunities to collaborate with neighboring communities to expand the system. Lastly, I'd like to remind the Commission members to submit their evaluation sheets for Manager McGhee.

C. Mayor Comments

Weedon- When I walk through town and see people coming in and out of businesses while the sidewalks remain accessible, it's exciting. However, for those on Facebook who find it fun to criticize and make jokes, it's important to remember that business owners are the ones facing the consequences of these actions. Business owners are affected because of your inactivity and your failure to represent this city effectively. It's crucial to show your support and patronage to local businesses. Give back to your community.

XVI. Adjourn

Kalla Langston, City Clerk

Mayor Mark Weedon

**DOWNTOWN DEVELOPMENT AUTHORITY
CITY OF BUCHANAN, MICHIGAN
BYLAWS**

ARTICLE I

Name - Purpose - Authority

- 1. Name.** The name of this organization is the DOWNTOWN DEVELOPMENT AUTHORITY of the City of Buchanan, a Municipal Corporation, hereinafter referred to as the “Authority” or “DDA”.

- 2. Purpose and Authority.** The purpose and authority of the organization shall be as defined and authorized by Act 197 of Michigan Public Acts of 1975 and Ordinance No. 2025.05/442 of the City of Buchanan, Berrien County, Michigan, as amended, to:
 - Correct and prevent deterioration in the downtown district;
 - Encourage and financially develop historic preservation initiatives;
 - Create, finance and implement marketing, promotion and development plans;
 - Promote and finance economic growth and redevelopment of the district;
 - Encourage the expansion of commercial enterprises in the downtown district; and,
 - Provide recommendations supportive of DDA goals to the City of Buchanan.

ARTICLE II

Board of Directors

- 1. Board of Directors.** The Authority shall be under the supervision and control of a Board of Directors (the “Board”) consisting of the chief executive officer of the municipality or his/her designee from the governing body of the municipality and not less than eight (8) or more than twelve (12) members as determined by the governing body of the municipality.

- 2. Term**
 - a) Board members shall serve a four (4) year term, commencing on July 1, but shall not serve more than two (2) terms in succession. In the event of a member being reappointed to the Board, a period of two (2) years must have elapsed since his previous term(s).

 - b) All appointments for vacancies shall be for the unexpired term. If the unexpired term is less than two years in length, such appointment shall not be considered a term for purposes of the two (2) term limit described in Article II, paragraph 2a. If the unexpired term equals or exceeds two

years, such appointment shall be considered a term for purposes of the two-term limit.

3. Resignation and Removal.

- a) Any Board member may resign at any time by the delivery of a written resignation to the Mayor of the City of Buchanan and the DDA Chairman of the Board.
- b) The Board of Directors may by the majority vote of the board members present at any regular or special meeting, recommend to the City Commission of the City of Buchanan the removal of any Board Member for acts of omission or commission not conducive to the best interest of the Authority, or if said member fails to attend regularly (two-thirds (2/3) of the regular meetings in any fiscal year). Such recommendations, together with reasons therefore, shall be transmitted in writing to the City Commission of the City of Buchanan.
- c) Being duly noticed, and after having been given an opportunity to be heard, a member of the board may be removed for cause by majority vote of the DDA governing body. Removal of any member is subject to review by the circuit court.

ARTICLE III **Officers**

1. **Number.** The officers of the Authority shall be the Chairman of the Board, Vice Chairman, Treasurer, and Secretary.
2. **Election, Term of Office and Qualifications.**
 - a) The officers shall be elected by a majority of the Board of Directors annually at the first meeting in July, for a one-year term. The offices of the Chairman and Vice-Chairman must be held by members of the Board of Directors.
 - b) City staff members elected to officer positions may not vote on matters brought before the Board.
 - c) Voting for officers and Directors shall be limited to Board members.
 - d) Officers shall be elected by a majority of the Board of Directors.
 - e) Officers shall not serve more than three (3) years in succession in any given office.
3. **Vacancies.** In case any office of the Authority becomes vacant for any reason, a majority of the Board of Directors shall elect an officer to fill such vacancy for the unexpired portion of the term.

4. **Chairman of the Board.** The Chairman of the Board shall be the Chief Executive Officer of the Board and preside at all meetings of the Authority and may cast a vote in all matters brought before the Board. He / She shall supervise and be responsible for the preparation of plans, approval of meeting agendas and performance of functions of the Authority. He / She or his/her representative shall attend all meetings. The Chairman or a Representative of the Board appointed by him/her, shall be the only person to represent the Board to the City Commission, press, or other public forum.
5. **Vice-Chairman.** The Vice -Chairman shall preside in the absence of the Chairman.
6. **Chief Executive Officer.** The Chairman of the Board shall be the chief executive officer of the Board. He/She shall supervise and be responsible for the preparation of plans and performance of functions of the Authority. He/She or his/her representative shall attend all meetings. The Chairman or a Representative of the Board appointed by him shall be the only person to represent the Board to the City Commission, press, or other public forum.
7. **Secretary.** The Secretary shall have charge of such books, documents and papers as the Board may determine and shall attend and keep minutes of all the meetings of the members. In the absence of the Secretary, the Chairman of the Board shall designate a member to record the minutes. The public body shall make proposed minutes available for public inspection within 8 business days after the meeting to which the minutes refer. The public body shall make approved minutes available for public inspection within 5 business days after the meeting at which the minutes are approved by the public body.
8. **Treasurer.** The Treasurer shall keep the financial records of the Authority in accordance with Governmental Accounting Standards Board principals. Subject to the requirements of Article V, The Treasurer shall approve all vouchers for expenditure of the Authority and report at each regular meeting of the Authority, providing the City Treasurer such financial records supporting annual auditing conducted by the City of Buchanan
9. **Removal.** Officers may be removed for the same reasons as Board members may be removed and by a majority vote of the members present.
10. **Code of Conduct:** All DDA officers and directors shall adhere to the City of Buchanan Code of Conduct Ordinance.
11. **Indemnification.** The Authority shall indemnify any current or former officer, director or board member of the DDA without limitation, against any and all expenses actually and reasonably incurred by him or her in connection with pending or threatened defense of any civil action, suit, or proceeding, and for any loss or claim resulting from any such action, suit, or proceeding, in which he or she is made a party by reason of being or having been a board member, director or officer, including but not limited to any matter as to which he or she is adjudged to be liable

in the performance of duty to the DDA. The DDA may, by majority vote of the directors, obtain a policy or policies of insurance for the purpose of providing additional resources for indemnification of the officers and directors of the Authority.

ARTICLE IV **Meetings**

1. **Regular Meetings.** The Board shall hold regular meetings at the City Hall in Buchanan, Michigan, or such other places as shall be designated by the Director at 5:00 PM on the second Wednesday of each month hereafter. All regular and special meetings shall be noticed and held in compliance with the Michigan Open Meetings Act.
2. **Special Meetings.** A special meeting may be called by the Chairman of the Board, Director or by any three (3) Board members at such times and places as indicated in the call for a special meeting. Notice and an Agenda of the Special meeting shall be given to all members and posted for public notice at least 24 hours prior to the meeting and be given in a reasonable manner under the circumstances then existing. Special meetings will be announced on the City Website and displayed at City Hall 24 hours before the scheduled meeting.
3. **Quorum.** A quorum shall be a simple majority of the Board members.

Voting.

- a) All business of this Authority, with the exception of bylaw amendments, purchases, sales, and any pending or threatened legal actions in which the DDA is a party, must be by a majority of the entire Board and as otherwise provided by these by-laws, shall be decided by a simple majority of the members present. All business concerning bylaws amendments, purchases, sales and legal actions shall be decided by majority vote of the entire Board. Where conflict of interest exists, board members must recuse themselves and abstain from voting.
 - b) In the event a member abstains, the reasons shall be stated on the record.
4. **Conflict of Interest.**
 - a) A member who has a direct or indirect financial interest in any matter before the authority shall disclose his/her interest prior to the authority taking any action with respect to the matter which disclosure shall become a part of the record of the Authority official proceedings. The City of Buchanan Code of Conduct Ordinance is adopted to apply to all DDA Board members, as well as any city officers, employees and agents.
 5. **Open to Public.** All meetings of the Authority shall be open to the public with the exception of business conducted in closed session under the rules of the

Open Meetings Act. To go into closed session, there must be a 2/3 majority vote by roll call vote of all members serving.

6. **Business at Meetings.** A Director, City Manager or Secretary, in consultation off the Chairman, shall prepare an agenda for each meeting subject to the approval of the Chairman, and provide said approved agenda to members at least 72 hours prior to the meeting with the exception of special meetings.
7. **Rules of Order.** All meetings shall be conducted in accordance with Robert's Rules of Order unless these bylaws otherwise provide.

ARTICLE V

Purchasing, Budget and Tax Increment Financing

1. The Treasurer shall be responsible for all DDA purchasing. As such, the Board authorizes the Director the power to procure goods, services, memberships and or/any other necessary transactions relevant to the DDA not in excess of One thousand dollars (\$1,000) without a vote of the Board. All other expenditures exceeding one thousand dollars (\$1,000) will require a majority vote of the board. In instances where competitive bidding can be utilized it shall be and bids and/or quotes will be solicited for review and approval by the Board. The DDA will adhere to the City of Buchanan's Purchasing Policy.
2. The DDA Tax Increment Financing and Development Plan shall be submitted and for review and approval by the City Commission.
3. The DDA's annual budget shall be based on the fiscal year of the City. Before the budget may be adopted by the Authority board it shall be approved by the City Commission.

ARTICLE VI

Counsel

By a majority vote, the Board may designate attorneys or other counsel to advise the Board in the proper performance of its duties and to represent it in any pending or threatened legal actions involving or brought by or against the Authority or its board members.

ARTICLE VII

Standing Committees

- 1) The authority may establish standing committees to support operations and goals of the DDA Authority. These committees may be permanent, unless terminated at any time by majority vote of the DDA, subject to annual review by the Board, and operating in accordance with these bylaws.

- a. Each standing committee shall be responsible for specific areas of focus that aligns with the mission and strategic plan of the DDA. The primary purpose of the committees includes research, planning, recommendations, and oversight in their respective areas.
- b. Standing committees shall meet as necessary to fulfil their responsibilities.
- c. Minutes of all committee meetings shall be maintained and submitted to the board.
- d. Committees shall report their activities and recommendations at regular Board Meetings.

ARTICLE VIII
Amendments

These bylaws may be altered, amended or repealed by a majority vote of the entire Board as constituted. All said alterations, amendments or repeals of these bylaws shall be subject to the approval of the City Commission of the City of Buchanan.

Approved by the Downtown Development Authority on March 3, 2004.

Approved by the Buchanan City Commission on March 8, 2004.

Amended by the Downtown Development Authority on October 1, 2008.

Approved by the Buchanan City Commission on October 13, 2008.

Amended by the Downtown Development Authority on January 12, 2011.

Approved by the Buchanan City Commission on January 24, 2011.

Approved by the Downtown Development Authority on May 11, 2016

Approved by the Buchanan City Commission on May 23, 2016

CROSSING GUARD SERVICE AGREEMENT

AGREEMENT made _____, 2025, between the **BUCHANAN COMMUNITY SCHOOLS**, a public corporation, with its principal place of business at 401 W. Chicago Street, Buchanan, Michigan 49107, hereinafter called "School", and the **CITY OF BUCHANAN**, a Municipal Corporation of the County of Berrien, of 302 Redbud Trail North, Buchanan, Michigan 49107, hereinafter called "City".

WHEREAS, School is a duly organized and existing school district providing public education to students residing in City and its surrounding Townships; and

WHEREAS, Section 613c (MCL 257.613c) places the responsibility of school crossing guards on the local law enforcement agency having jurisdiction of the crossing; and

WHEREAS, School has agreed to assist in the funding of the school crossing guard expense under the terms and conditions of this agreement.

NOW, THEREFORE, THE PARTIES AGREE:

1. **Payments by School.** In consideration of the City implementing, training, equipping, and supervising school crossing guards within its corporate limits, School agrees to pay the City the following:
 - (a) One-half of the direct wage or payroll costs of the crossing guard personnel; and
 - (b) Such other expenses as the Board of Education may approve from time to time.
2. **Warranty by City.** The City shall comply with the requirements set forth in 1949 PA 300, MCL 257.613b and 257.613c as amended. City shall assume full responsibility for the hiring, supervision and discipline of all crossing guard personnel.
3. **School Crossing Stations.** The parties acknowledge that the following school crossings are currently being maintained in the City:
 - (a) Intersection of Fourth Street and Moccasin Avenue;
 - (b) Intersection of Fulton Street and North Red Bud Trail;
 - (c) Intersection of Theoda Court and Front Street;
 - (d) Intersection of Ottawa Street and Front Street;
 - (e) Intersection of Fifth Street and Moccasin Avenue;
 - (f) Intersection of Main Street and Fifth Street;
 - (g) Intersection of Chippewa Street and Front Street;
 - (h) Intersection of Smith Street and South Red Bud Trail;
 - (i) Intersection of Main Street & Moccasin Avenue

The City Manager, Chief of Police and the Central Office Designee shall meet annually during the month of July to review the crossing guard locations. There shall be no modification of the crossing locations without the mutual consent of the parties. Schedules for services shall be based on the school calendar and shall be furnished to City not later than August 15th of each year hereafter by the Central Office Designee.

4. Termination by School. School may cancel this Agreement upon written notice to City given on or before the beginning of the City’s fiscal year. In the event that the School shall terminate this agreement after the beginning of the City’s fiscal year, School shall pay to City the salary expense for the balance of the fiscal year plus any other expenses approved by the Board of Education. Thereafter, the crossing guards shall be the sole responsibility of City.

5. Assignment. This Agreement shall not be assigned or transferred.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BUCHANAN COMMUNITY SCHOOLS

CITY OF BUCHANAN

BY: _____

BY: _____

Its: Board President –

Its: Mayor Mark Weedon

Attest: _____

Attest: _____

Its: Board Secretary –

Its: City Clerk – Kalla Langston

This is a letter of agreement between the City of Buchanan and the Buchanan Community School referencing the rate of pay for a Crossing Guard.

Therefore, the parties agree:

1. As of September 1, 2025, the rate of pay for a Crossing Guard shall be \$12.48 per hour. This rate of pay shall not change in the 25-26 school year unless the minimum wage increases in 2026.
2. If minimum wage increases above \$12.48 per hour, both parties agree that all Crossing Guards shall be compensated at the new minimum wage rate for the rest of the school year.

BUCHANAN COMMUNITY SCHOOLS

BY: _____

Its: Board President –

Attest: _____

Its: Board Secretary –

CITY OF BUCHANAN

BY: _____

Its: Mayor – Mark Weedon

Attest: _____

Its: City Clerk – Kalla Langston

CITY OF BUCHANAN
COUNTY OF BERRIEN, STATE OF MICHIGAN
ORDINANCE 2025.09/443

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

ORDINANCE 2025.09.443

Section 1: Purpose

The purpose of this ordinance is to protect and promote the health, safety and welfare of the City's residents, property owners, visitors, and neighborhoods by allowing short-term rentals (STRs) within the City under certain conditions and in certain zoning districts and establishing standards and regulations for the operation of the same.

- A. The City recognizes that tourism can provide economic development benefits in the form short-term rentals in the vacation rental marketplace. This marketplace has grown exponentially with the increasing use of online booking websites, and it will likely continue to grow as surrounding municipalities limit, restrict or eliminate the practice.
- B. While short-term rentals can provide community benefits, their proliferation in single-family neighborhoods can also cause difficulties where the character of the use takes on a more transitory and commercial character. Michigan courts have recognized that transitory and commercial uses are in tension with the traditional use of single-family dwellings.
- C. The City wishes to take a proactive position with the adoption of this ordinance to ensure that the operation of short-term rentals is done in a safe and beneficial manner for the well-being of all in the community. The character of residential zoning districts must also be protected and preserved.

Section 2: Intent

The intent of this ordinance is to protect and promote the health, safety and welfare of the City's residents, property owners, and visitors by licensing short-term rentals and establishing standards and regulations for the operation of short-term rentals. The City recognizes that short-term rentals may potentially promote tourism, increase property values, and provide valuable business opportunities for property owners. Also, absent reasonable regulation and enforcement, short-term rentals may potentially create conflicts with adjacent properties, degrade the residential character of neighborhoods, impact long-term housing availability, and create nuisance conditions. Therefore, the purpose of this ordinance is to license and regulate short-term rentals in order to promote responsible development of short-term rentals, maintain the City's status as a desirable

tourist destination, address potential adverse impacts of short-term rentals, and preserve the character of the City.

Section 3: Definitions

For the purpose of this ordinance, the following definitions shall apply.

BEDROOM. A room intended for sleeping or placement of a bed, separated from other spaces in a dwelling unit by one or more functional doors. The following spaces, which must be included in every dwelling unit, do not qualify as bedroom: i) kitchens; ii) dining areas; iii) gathering spaces such as family rooms, dens, or living rooms; and iv) attics or basements without egress meeting standards in applicable building, residential, and fire codes. To count as a bedroom, a room must comply with applicable requirements for bedrooms and habitable spaces set forth in Chapter 3 of the Michigan Residential Code.

ENFORCING OFFICER. The City of Buchanan's Zoning Administrator or his or her designee.

LOCAL AGENT

An individual designated to: i) oversee the short-term rental of a rental unit in accordance with this chapter; ii) respond to calls from renters, concerned citizens, and representatives of the City; and iii) act as an agent of the owner with respect to a short-term rental unit, which shall include the authority to accept service of legal papers relating to the unit on the owner's behalf. Status as a local agent must be established by the Owner submitting to the City an original written document signed under notary by the Owner that specifically authorizes the Local Agent to carry out the duties described in this definition.

OCCUPANT. An individual who is living in, sleeping in, or otherwise having possession of a short-term rental dwelling unit. An individual present in a dwelling unit during the term of a short-term rental shall be presumed to be an occupant unless circumstances clearly indicate that the individual is visiting between the hours of 8:00 a.m. and 10:00 p.m. and will not stay overnight.

OFF-STREET PARKING SPACE. A parking space that is provided on the same lot as the short-term rental unit that satisfies the requirements to count toward the minimum parking calculation per the City Zoning Ordinance.

OWNER. A person who is the legal or equitable titleholder of the premises in question. In situations where the record titleholder is a trust, corporation, limited liability company, or other similar legal entity, the term "owner" shall refer to persons with control or partial control over such entity, e.g., a trustee, designated corporate representative, any and all members and managers of a limited liability company, etc.

SHORT-TERM RENTAL ACTIVITY. The rental of a dwelling unit for compensation for a term of less than one month. However, short-term rental activity does not include the following: transitional housing operated by a nonprofit entity, group homes such as nursing homes and adult foster care homes, hospitals, or housing provided by a substance abuse rehabilitation clinic, mental health facility, other health-care-related clinic, or dwelling units owned by a business entity and

made available on a temporary basis to employees of that business entity or employees of a contractor working for that business entity.

SHORT-TERM RENTAL TERM

The duration of a short-term rental occupancy by a given renter or group of renters. A rental term shall be deemed to end when there is a complete turnover in the occupancy of the dwelling unit.

SHORT-TERM RENTAL UNIT

A dwelling unit in which short-term rental activity is permitted to occur subject to the terms and conditions of this chapter and the City's Zoning Ordinance.

SHORT-TERM RENTAL UNIT PERMIT

A written document issued by the City indicating that the dwelling unit identified thereon is authorized to operate as a short-term rental unit in accordance with this chapter. When used in this chapter, the word "permit" refers to short-term rental permits.

Section 4: Short-term rental permits: requirements, applications, and review procedure.

A. Short-term rentals in the City are only allowed in the areas depicted in Map Exhibit 1 of this ordinance, City of Buchanan Short-Term Rental Map, except as noted below in Sub-Section B. Short-term rental unit permits are not assignable or transferable to any party by any means, including sale or other disposition of the owner's short-term rental unit or premises. A short-term rental unit permit shall expire upon the effective date of lease, sale or other disposition, even if directed by a settlement or an order in a state or federal court, of the unit or real property.

B. No more than fifteen (15) short-term rentals units that were pre-existing uses and that operated prior to the adoption of Resolution 2025.03/12, A Resolution to Impose a Moratorium on the Registration of Short-Terms Rental Units in the City of Buchanan, are allowed to continue their operation regardless of their location under the provisions of this ordinance but shall otherwise comply with the registration and permit requirements of this ordinance.

C. Permits required. All dwelling units used for short-term rental activity must be registered with and have a short-term rental unit permit issued by the City and must comply with any applicable provisions of the City's Zoning Ordinance.

D. Application. To apply for a short-term rental unit permit, the owner(s) shall:

1. Provide and certify as true the following on a form provided by the City:

- a. The street address of the short-term rental unit, along with other identification if more than one short-term rental unit has the same street address.
- b. The number of short-term rental units in the building, if more than one.

- c. The number of bedrooms in each short-term rental unit.
- d. The number of off-street parking spaces provided on the lot that are reserved exclusively for occupants of the short-term rental unit. Valid off-street parking spaces include space in a garage, on an improved driveway, or in a carport.
- e. A statement certifying that the owner(s) consents to inspections by the City and that the owner(s) or local agent will make the dwelling unit available to inspections upon request.
- f. Such additional information as the City may require from time to time or as required by the application form, as amended.

- 2. Sign the application form and provide the signature of the local agent. If the application form is signed by a local agent, documented proof of local agency status as required under this ordinance must also be submitted with the application form.
- 3. Pay an annual administrative fee, as set forth by the City Commission.
- 4. Submit the property to an annual inspection for compliance with applicable codes and ordinances. Failure to satisfactorily complete an inspection shall be grounds for withholding a permit or deeming an existing permit to be immediately void.

E. Permit issuance. To the extent permits are available in the pertinent zoning district at the time of the application, a short-term rental unit permit shall be granted after a successful inspection if the requirements in this chapter for short-term rental units and applications for a short-term rental unit permit are met.

F. Validity and re-application. Short-term rental unit permits become invalid in each of the following circumstances:

- 1. A permit expires one year from the date of issuance of the permit;
- 2. A permit is terminated when the property to which the permit applies is conveyed to another party in any manner, including, lease, sale or other disposition of the unit or real property, even if directed by a settlement or an order in a state or federal court.
- 3. A permit is terminated when revoked in accordance with provisions of this ordinance.
- 4. Short-term rental unit permits are not assignable or transferable to any parties by any means, including a settlement or order in any state or federal court, sale or other disposition of the Owner's premises. A short-term rental unit permit shall expire on the effective date of any sale or other disposition of the property. A new owner of a property previously permitted for short-term rental by a prior owner must file a short-term rental permit application with the city no later than 365

calendar days following the effective date of any sale or other disposition of the property.

G. Delinquent payments. No permit shall be issued or renewed unless the owner is current on the payment of all real property taxes, utility rates, fees, charges, special assessments, fines or fees for other ordinance violations, and other amounts due to the City. Delinquencies on any such payments to the City, regardless of whether they relate to the rental unit for which a rental unit permit is sought, shall result in denial of the permit.

H. Changes in information. An owner or local agent shall notify the City in writing within fifteen (15) days of any change in the information provided on the application form. An owner of a short-term rental unit shall notify the City in writing within fifteen (15) days of any change in the designated local agent and submit proof of agent status required by this ordinance.

Section 5: Responsibilities of short-term rental operators.

The owner(s) and local agent for each short-term rental unit shall each be responsible for ensuring compliance with the following regulations, except where expressly provided otherwise:

A. Owner/Local agent availability. During each short-term rental term, the owner or local agent shall be available for immediate contact twenty (24) hours per day, seven days per week, for the purpose of complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit or their guests.

B. Timely and effective response. The owner or local agent shall, upon notification that any occupant or guest of the short-term rental unit has created unreasonable noise or disturbances, engaged in disorderly conduct, parked vehicles in violation of this chapter, or committed any other violations of applicable laws, rules or regulations pertaining to the use and occupancy of the short-term rental unit, respond in a timely and appropriate manner to halt and prevent a recurrence of such violations.

C. Reasonably prudent business practices. The owner and/or local agent shall use reasonably prudent business practices to ensure that the occupants and/or guests of the short-term rental unit do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term rental unit.

D. Maximum occupancy; advertising regulations. Each short-term rental unit permit shall indicate the maximum occupancy for the unit. A short-term rental unit shall not be advertised for an occupancy that is greater than the allowed maximum occupancy calculated pursuant to this section. Any advertisement posted on an online short-term rental platform must state the maximum occupancy.

E. Reservation requirements. At least 24 hours prior to the commencement of a short-term rental term, the owner or the local agent shall:

1. Obtain the contact information for at least one of the occupants who will be staying in the unit;
2. Inform the prospective occupants in writing of the maximum occupancy of the short-term rental dwelling unit; and
3. Inform the prospective occupants in writing of the number and location of off-street parking spaces provided on the lot.

F. Basement regulations. No basement can be used for a bedroom unless it has an egress window approved by the City inspector and found in compliance with local and state code requirements.

G. Curbside refuse pickup. The owner or local agent must make provisions to have refuse picked up (curbside) at least once per week when the short-term rental unit is being rented. Where curbside pickup is not reasonably available, this requirement may be satisfied by provision of a communal dumpster available for use by occupants of the short-term rental unit.

H. Renter turnover procedure. For short-term rental units, the owner or local rental agent shall, at least once per month, inspect the premises (or ensure inspection by a designee of the owner or local agent) using a City-designated checklist and shall ensure that all smoke detectors, carbon monoxide detectors, lights in common areas and stairways, egress doors, and railings are in a safe and working condition. Any defects discovered shall be corrected promptly.

I. Compliance with safety equipment requirements and applicable codes. All short-term rental units shall comply with the safety equipment requirements for all applicable zoning, construction, fire, and property maintenance codes, ordinances, or other regulations. A violation of any of the foregoing shall also be a violation of this chapter.

Section 6: Responsibilities of short-term rental occupants and guests.

A. Street parking prohibited. No short-term rental occupant, nor any other guest visiting a short-term rental unit during a short-term rental term, shall park vehicles on public streets adjacent to the unit. Rather, the off-street parking spaces provided on the lot must be utilized, and any excess vehicles must be parked in public parking lots or other permitted off-site locations.

B. Duty to comply with applicable laws. Short-term rental occupants and guests shall comply with the City's noise ordinance, fireworks ordinance, trash disposal ordinances, open burning regulations, applicable offenses against the public peace, and any other applicable ordinances or laws. A violation of any of the foregoing shall also be a violation of this section.

Section 7: Unauthorized rentals without a permit.

A. Unauthorized rentals. It shall be unlawful to engage in short-term rental activity with respect to any dwelling unit that has not been issued a permit pursuant to this chapter. In any prosecution or action to determine a violation of this section, the following shall apply:

1. Advertising that offers a property as a short-term rental unit shall constitute prima facie evidence of short-term rental activity involving the property, and the burden of proof shall be on the property owner or other defendant to establish that the subject property has not been used for a short-term rental.

2. Any communication in which a person offers a dwelling unit for rent for a term of less than one month shall constitute prima facie evidence of short-term rental activity, and the burden of proof shall be on the property owner or other defendant to establish that the subject property had not been used for short-term rentals.

B. Unauthorized advertising. It shall be unlawful to advertise any dwelling unit that does not have a short-term rental permit issued pursuant to this section for rent for a period of less than one month. Such advertisement shall constitute a violation of this chapter.

Section 8: Inspections.

A. Scheduling. Upon written notice from the City, it shall be the owner's and local agent's responsibility to schedule and allow the City's inspection of the short-term rental unit. Inspections shall generally occur during the City's regular business hours, except in emergency situations or when otherwise agreed to by the City and the owner or local agent. All fees shall be paid prior to the inspection.

B. Opportunity to correct deficiencies. If an inspection reveals that the short-term rental unit is not in compliance with this chapter or applicable codes, the owner(s) shall be provided a written list of deficiencies or violations that must be corrected. Failure to correct such deficiencies in a reasonable time shall be grounds for withholding a permit or revoking an existing permit.

C. Additional inspections. The City may conduct additional inspections as it deems necessary, upon reasonable notice to the owner(s) or agent, such as when:

1. A complaint is filed with the City; or

2. The City otherwise has reasonable cause to believe a short-term rental unit is in violation of any City ordinance.

D. Changes in conditions following inspection. The owner(s) or local agent shall notify the City in writing within thirty (30) days if any of the items inspected pursuant to this chapter are altered after inspection by the City.

Section 9: Maximum occupancy calculation.

The number of occupants in a dwelling unit during a short-term rental shall not exceed the lesser of:

- A. Fourteen (14) total occupants; or
- B. Two occupants per bedroom plus two additional occupants per finished story and meeting the applicable egress requirements for occupancy in the Michigan Construction Code

Section 10: Violations.

A. Violations as municipal civil infractions. Any person who violates any of the provisions of this chapter is responsible and may be prosecuted for a municipal civil infraction in court of competent jurisdiction, subject to payment of a civil fine of not less than \$250, plus costs and other sanctions, for each infraction. Repeat offenses shall be subject to an increased civil fine as follows:

1. The fine for any offense which is a first repeat offense shall not be less than \$500 plus costs and other sanctions.
2. The fine for any offense which is a second repeat offense or any subsequent repeat offense shall not be less than \$1,000, plus costs and other sanctions.
3. A repeat offense means a second (or any subsequent) violation of this chapter:
 - a. Committed by a person within any twelve-month period; and
 - b. For which the person admits responsibility or is determined to be responsible.

B. Administrative notices in lieu of citations. As an alternative or initial remedy, the City may seek to obtain compliance with this chapter by issuing an administrative violation notice to the owner(s) and/or local agent for the unit to which the violation pertains. Each time a violation notice is issued, the owner(s) and local agent shall immediately cease the offending conduct or take corrective action to terminate the violation described. Each violation notice shall be served in accordance with Section 12 and shall contain the following information:

1. The name of the responsible person(s);
2. The Code section violated;
3. The address where the Code violation occurred;
4. A description of the Code violation;
5. The names of the issuing department and enforcement officer.

Section 11: Short-term rental permit revocation.

A. Grounds for revocation. The City may revoke the short-term rental permit for any short-term rental unit which is the site of at least three separate incidents within a thirty-six (36) month period (occurring on three separate days) constituting a violation of any provision of this chapter, whether committed by an owner, local agent, occupant or guest. In order to qualify as an incident for purposes of this subsection: 1) the City must have issued a civil infraction citation or administrative violation notice regarding the offending conduct prior to commencing revocation proceedings pursuant to Subsection B below; and 2) the violation must be either admitted by the owner or proven by a preponderance of the evidence in a civil-infracton prosecution in State Court or in a revocation hearing as provided in Section 13 below.

B. Revocation procedure. Upon a determination by the City that the short-term rental permit is subject to revocation pursuant to Subsection A, the City shall serve a notice, pursuant to Section 12, to the property owner(s) or the local agent stating that the City intends to revoke the short-term rental permit. The notice shall inform the owner(s) or local agent of the date and time at which a revocation hearing will be conducted before a hearing officer, in accordance with Section 13. A determination by the hearing officer regarding revocation shall constitute a final order of the City.

C. Period of ineligibility following revocation. Upon revocation of a permit, a renewed short-term rental permit will not be issued for a period of 365 calendar days following the effective date of the revocation order and the unit cannot be used for short-term rentals until such permit is obtained.

Section 12: Service of notices.

Any notice issued pursuant to this chapter shall be considered served as of the date of the earliest of any of the following events:

- A. The posting of the notice on or adjacent to the premises, in conjunction with the mailing of the notice to the owner's or local agent's last known address by first-class mail;
- B. The sending of the notice by email to an email address designated on a short-term rental permit for the property;
- C. Personal delivery of the notice to the owner or local agent; or
- D. The owner's or local agent's receipt of the notice by certified U.S. Mail, as indicated in a notification of receipt.

Section 13: Permit revocation and permit-ineligibility hearings.

The following standards and procedures shall apply in any permit revocation or permit-ineligibility hearing conducted under this chapter:

- A. Opportunity to be heard. The property owner or local agent shall be provided with the opportunity for a hearing during which they may be represented by counsel, present

witnesses, and cross-examine witnesses. Hearings shall be scheduled with reasonable promptness, provided that the property owner or local agent shall be given at least fourteen (14) days after service of notice of hearing to prepare for the hearing.

B. Evidence. The hearing officer may admit and give probative effect to evidence of any type commonly relied upon by reasonably prudent persons in the conduct of their affairs. Irrelevant, immaterial, or unduly repetitious evidence may be excluded. Effect shall be given to the rules of privilege recognized by law. Objections to offers of evidence may be made and shall be noted in the record and ruled upon by the hearing officer. Subject to these requirements, the hearing officer, for the purpose of expediting hearings and when the interests of the parties will not be substantially prejudiced thereby, may provide in an administrative hearing or by rule for submission of all or part of the evidence in written form.

C. Burden of proof. The City shall have the burden of establishing that the grounds for permit revocation by a preponderance of the evidence. A decision and an order shall not be made except upon consideration of the record as a whole as supported by and in accordance with the competent, material, and substantial evidence.

D. Appeals. Final determinations of the hearing officer shall be subject to judicial review in accordance with Article VI, § 28, of the Michigan Constitution in an appeal taken pursuant to Michigan Court Rule 7.123.

Sec. 14 Effective Date

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

BY

MARK WEEDON, MAYOR _____

KALLA LANGSTON, CITY CLERK _____

CERTIFICATION, I hereby certify that the above is a true and complete copy of an ordinance adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a regular meeting held on th day of , 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 as required by said act.

Kalla Langston, City Clerk

Memorandum



Date: August 20, 2025
To: Buchanan City Commission
From: Tony McGhee
Subject: Engagement of Consultant for Brownfield Redevelopment Authority

Background

The City of Buchanan has an established Brownfield Redevelopment Authority (BRA) that has been largely inactive for several years. In the early 2000s, three original brownfield plans were developed; however, the files for these plans appear incomplete and need to be reviewed for compliance with current requirements. In addition, the City's existing brownfield policies predate significant changes to Michigan's Tax Increment Financing (TIF) laws. The work outlined in this contract will modernize our approach to brownfield redevelopment, aligning it with current best practices and statutory requirements.

Brownfield Redevelopment Authorities provide significant value to Michigan communities by transforming underutilized, contaminated, or blighted properties into productive assets. Originally, their primary role was focused on environmental cleanup, removing hazardous substances and addressing contamination issues to protect public health and restore land for safe use. While cleanup was essential, these early efforts often lacked financial tools to make redevelopment economically viable for developers and property owners.

Over time, the role of BRAs has evolved into a powerful economic development tool. Today, they leverage Tax Increment Financing (TIF) and other incentives to help close funding gaps that can make redevelopment projects financially challenging. TIF allows future property tax revenue generated by an improved site to reimburse eligible costs such as demolition, site preparation, and infrastructure improvements. This makes projects feasible that might otherwise be cost-prohibitive. This evolution has allowed communities not only to remediate environmental hazards but also to attract new businesses, create jobs, expand housing options, and grow the tax base without increasing the financial burden on residents.

This shift reflects a broader understanding that brownfield sites are not just environmental liabilities but also strategic opportunities for community revitalization. In addition to

Memorandum

Buchanan, many Berrien County communities currently have active Brownfield Redevelopment Authorities, including:

- City of Benton Harbor
- City of St. Joseph
- City of Niles
- Lincoln Charter Township
- Hagar Township
- Benton Charter Township
- Oronoko Charter Township

The City issued a Request for Proposals (Attachment A) seeking a consultant to:

- Review and address any issues with the three original brownfield plans to ensure they were completed and closed out properly.
- Develop criteria for site prioritization.
- Create housing-related TIF policies.
- Design an application form and fee structure for potential brownfield projects to help the BRA evaluate proposals early in the process.

All new policies and procedures developed through this process will require City Commission approval before adoption.

The City received three proposals and selected two finalists for interviews:

- Fleis & VandenBrink: Proposed fee of \$17,500 for the initial scope of work.
- SME: Proposed fee of \$22,000 for the initial scope of work.

Future work on specific brownfield redevelopment projects will be negotiated separately with developers on a case-by-case basis, with any additional costs requiring City Commission approval.

Recommendation

Based on interviews, cost, experience, and overall approach, City staff recommends awarding the contract to Fleis & VandenBrink in the amount of \$17,500. Funding for these services is available in the City's current Brownfield Authority account. This means the work will have no impact on the City's General Fund.

Attachments:

- Attachment A: RFP for Brownfield Consulting Services
- Attachment B: Fleis & VandenBrink Proposal

Attachment A





Request for Proposals

**Brownfield
Redevelopment
Authority Services**

*City of Buchanan
302 N. Redbud Trail
Buchanan, Michigan
49107*

This Request for Proposal (“RFP”) is to provide interested firms with sufficient information to submit proposals for consideration by the City of Buchanan (“City”) in connection with its needs for **Brownfield Redevelopment Authority Services**.

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, direct experience and ability of assigned staff, completeness of the level of service proposed and timeliness of service proposed by the bidder will be significant factors in the award of this contract. The final decision on the selection of the bidder for this project will be determined by the City Commission. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take whatever action is appropriate as determined by the City to be in the best interest of the City.

A complete Request for Proposal may be viewed or downloaded at www.cityofbuchanan.com or mailed by contacting Community Development Director Richard Murphy at 269.695.3844 ext.19 or rmurphy@cityofbuchanan.com

REQUEST FOR PROPOSAL: **Brownfield Redevelopment Authority Services**

CLOSING DATE AND TIME: **July 15, 2025 by 12:00 PM**

1. Introduction

The City of Buchanan, Michigan (hereinafter referred to as "City") is seeking qualified firms or teams to provide professional services to assist in the re-establishment and ongoing management of the Brownfield Redevelopment Authority (BRA) for the City. The selected contractor will be responsible for providing general support to the City’s staff and Brownfield Redevelopment Authority, developing a prioritization strategy, establishing policies for redevelopment, and facilitating community engagement activities related to brownfield redevelopment.

This Request for Proposal (RFP) outlines the scope of work, proposal submission requirements, and selection process for services related to brownfield redevelopment in the City of Buchanan.

2. Background

The City of Buchanan, with a population of approximately 4,500, is located in Southwestern Michigan along the St. Joseph River. We are part of a “small town” chain stretching from the state line along the beautiful shoreline of Lake Michigan and the St. Joseph River. Close proximity to major metropolitan areas such as Chicago, Milwaukee, Indianapolis, and Detroit, makes Buchanan a tourist destination for visitors throughout the Midwest. Buchanan has a strong brand that evokes Pure Michigan, including small town charm, historic architecture, high quality of life, excellent schools, and high-quality natural resources. Buchanan is regionally located near many major employers, making it a wonderful place to live year-round.

Buchanan was the global headquarters of Clark Equipment Company from 1904 - 1985, a fortune 100 company that manufactured steel axels and other significant worldwide innovations including the invention of the forklift. Clark employed over 5,000 people at the height of its production and held several defense contracts during World War II. The Clark legacy is vast in Buchanan, where many of its historic art deco buildings have been redeveloped and reused and several multi-acre brownfields are now targeted for redevelopment of mixed-use development and housing. Buchanan's rich industrial history has an impressive portfolio as Electro-Voice and FS Carbon were also headquartered here for much of the 20th Century offering opportunities for redevelopment of buildings and parcels at these former operations.

Buchanan is currently amidst a significant economic comeback in part by the robust community engagement project in 2021 in collaboration with Andrews University Urban Design Studio that produced, the nationally awarding winning, *A Vision for Buchanan*.

<https://www.nicestplacetowalk.com/publication>

A Vision for Buchanan reimagines redevelopment possibilities in Buchanan and the recent successful implementations of many of its recommendations have engaged the regional redevelopment market who is looking at Buchanan the next best opportunity in Southwest Michigan.

As the City looks toward increasing economic development efforts and adding housing, it will be essential to have an established and active Brownfield Authority. The City is committed to supporting sustainable growth, economic development, and environmental remediation. The City has a Brownfield Redevelopment Authority, although it has been inactive for several years.

3. Scope of Services

A. City Specific. Working closely with staff and the Brownfield Redevelopment Authority, the selected contractor will:

Brownfield Redevelopment Authority Structure

- Review and assess the BRA structure and operational practices.
- Update necessary documentation, by-laws, and processes for BRA governance.
- Provide recommendations for the BRA's role in brownfield redevelopment and the City's long- term growth.
- Provide all other Brownfield redevelopment consulting services as requested by the BRA.

Prioritization and Policy Development

- Develop criteria and a prioritization framework for evaluating brownfield sites and funding requests based on environmental, economic, and community impact factors.
- Develop and draft housing TIF policy.
- Develop and draft local brownfield revolving fund policies and funding priorities.
- Assist the City in establishing policies that support the prioritization of redevelopment efforts.
- Provide recommendations for incentive programs, tax abatements, and funding sources to support brownfield remediation and redevelopment.
- Provide training and education of Brownfield program to City staff, Brownfield Redevelopment Authority Members, City Commissioners, and others as needed.
- Ensure BRA processes align and integrate appropriately with City's overall development processes.
- Incorporate community feedback from established master plans and other relevant documents into the prioritization and policy development process.
- Prepare material for and participate in meetings and/or presentations with the BRA, City Commission, Michigan Department of Environment, Great Lakes and Energy (EGLE), Michigan Economic Development Corporation (MEDC) and Michigan Strategic Fund (MSF) when considering, and acting on Brownfield Plans, Act 381 Work Plans and Development & Reimbursement Agreements

Compliance

- Support the Brownfield Redevelopment Authority and City Staff on all tracking and compliance activities, including, but not limited to annual reports of BRA activities, Brownfield TIF capture, and reimbursements and related functions as requested by the BRA and/or mandated under ACT 381.

B. Project/Developer Specific. On an as needed basis, the selected contractor will:

- Work with the Brownfield Redevelopment Authority to assess requests for Brownfield funding.
- Review and evaluate, and assist the BRA to negotiate Brownfield Plans, Act 381 Work Plans, Development & Reimbursement Agreements and related documents prepared by third parties and submitted to the BRA.
- Plan, generate and process Brownfield Plans, Act 381 Work Plans, Development & Reimbursement Agreements, and related documents.
- Apply, as needed, for area-wide or site-specific State and/or Federal Brownfield Assessment, Cleanup and other grants/loans as they may be needed and are available. Manage some or all aspects of such grants/loans as requested by the BRA.
- Facilitate project specific public meetings, workshops, and focus groups.
- Advise on appropriate considerations and details for TIF agreements, including appropriate values, timeframes, etc.
- Provide outreach materials, including presentations, and online content, to support

public awareness as needed.

4. Proposal Requirements

Proposals should include the following components:

A. Firm Qualifications

- A description of the firm’s experience and expertise in brownfield redevelopment, including relevant projects completed in similar communities or settings.
- A list of key personnel to be assigned to the project, including their qualifications, relevant experience, and roles in the project.
- A rate sheet for personnel and other related expenses related to the desired scope of work.
- Evidence of the firm’s ability to meet deadlines and manage large, complex projects.

B. Approach and Methodology

- **Project Understanding and Regulatory Strategy:** Describe your understanding of the Brownfield Redevelopment Act (Act 381) and how it applies to municipal redevelopment projects. Outline your approach for navigating local, state, and federal regulatory requirements, including interaction with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the Michigan Economic Development Corporation (MEDC).
- **Project Execution:** A detailed description of the firm’s approach for executing the scope of services listed above.
- **Site Evaluation and Brownfield Plan Development:** Detail your methodology for conducting site assessments, evaluating eligibility, and preparing Brownfield Plans and Act 381 Work Plans, including cost estimation, eligible activity identification, and tax increment financing (TIF) projections.
- **Stakeholder Coordination and Public Engagement:** Explain your approach to coordinating with property owners, developers, local officials, and the public. Include your strategy for ensuring clear communication, consensus-building, and addressing community concerns related to the project.
- **Project Management and Timeline Control:** Provide your proposed project management structure, communication protocols, and strategies for staying on schedule and within budget. Discuss your experience with successfully delivering similar projects, including adaptive approaches to unexpected site or regulatory challenges.

C. Budget and Cost Proposal

- A detailed cost estimate and proposed milestone schedule, preferably in a Gantt Chart format, for the completion of scope items A broken down by task. The City desires completion of scope items A within one year of award of the services to the successful firm.
- A detailed cost estimate for the completion of scope items B on a project-by-project basis, over the following five years.
- An explanation of the proposed budget, including personnel rates, travel costs, and other direct expenses.
- A payment schedule tied to project milestones and deliverables.
- The cost to extend both the long and short-term work over a minimum three-year period.
- Proposals should separate costs for City-specific work and Project/Developer-specific work.

D. References

References are requested from similar communities where proposer has completed similar scopes of work. References will not be part of scored selection criteria but will be used to verify qualifications and performance after the review process is complete.

5. Selection Criteria

Proposals will be evaluated based on the following criteria with weighted percentages:

- **Relevant Experience and Qualifications:** Demonstrated experience in brownfield redevelopment and successful completion of similar projects. 20%
 - **Cost and Value:** Reasonableness and competitiveness of the proposed budget in relation to the work to be performed. 50%
 - **Approach and Methodology:** A clear, detailed plan for delivering the scope of services, including a timeline and proposed strategies for stakeholder engagement. 30%
-

6. Submission Instructions

- Sealed proposals are due at Buchanan City Clerk on **July 15, 2025 by 12:00 PM**
- Proposals may be mailed, or delivered to Buchanan City Clerk's Office, 302 Red Bud

Trail, Buchanan, Michigan, 49107.

- Sealed envelopes should be plainly marked:

City of Buchanan

Attention: City Clerk

Re: **Brownfield Redevelopment Authority Services**

302 Redbud Trail

Buchanan, Michigan 49107

clerk@citybuchanan.com

- It is the sole responsibility of the Proposer to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submitting the Proposal. Any proposals received after the closing date and time will be returned unopened. Late submissions will not be considered.
-

7. Questions (Point of Contact)

Any questions regarding this RFP should be directed to Community Development Director Richard Murphy at rmurphy@cityofbuchanan.com

- All questions from potential proposers must be submitted by **July 1, 2025**.
 - The City will provide written responses to all known proposers no later than **July 8, 2025**.
-

8. Addenda

In the event it becomes necessary to modify any part of this Request for Proposal, addenda will be issued to all parties who received the original RFP.

To receive updates, addenda, and answers to submitted questions, interested parties must register as a prospective bidder by emailing rmurphy@cityofbuchanan.com with their intent to submit.

9. Opening of Proposals

Proposals will be opened publicly on **July 15, 2025 at 12:30 PM** in the Buchanan City Hall Commission Chambers, 302 Redbud Trail, Buchanan, Michigan.

If necessary, the City may choose to interview applicants before making a final selection. Interviews, if conducted, will occur during the week of **July 28, 2025**.

10. Evaluation of Proposals

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at a Buchanan City Commission meeting to be determined.

11. Terms and Conditions

Terms of Engagement: The City is seeking a one-year contract for City-specific assistance and a 1-year contract for Project-Specific assistance with the up to 3 additional of one-year extensions.

- The City of Buchanan reserves the right to reject any and all proposals and to negotiate terms with the selected firm, in any manner necessary, deemed to be in its best interest.
 - The contract will be awarded to the firm whose proposal is determined to be the most advantageous to the City based on the evaluation criteria outlined above.
 - The City is not responsible for any costs incurred by firms in the preparation or submission of proposals.
 - All work performed must comply with applicable local, state, and federal laws and regulations.
 - Any Bidder may withdraw its proposal in person, via email or letter any time prior to the scheduled closing time for receipt of proposals.
 - Each proposal shall be considered binding and in effect for a period of Sixty (60) days after the closing date.
-

12. Award of Contract / Acceptance of Proposal (Contract Terms and Conditions)

The successful bidder must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan, and provide proof of the same to the City:

- **Worker's Compensation Insurance**, including employers' Liability coverage, in accordance with Michigan law.
- **Commercial General Liability** Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.
- **Motor Vehicle Liability** Insurance, including Michigan No-Fault coverage, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

- **Nondiscrimination**

The successful bidder shall not discriminate in its provision of accommodations or services, nor against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the agreement.

- **Payment Terms**

The City shall make payments to the successful bidder for actual services rendered within thirty (30) days following receipt of an acceptable invoice; or as otherwise mutually agreed.

We look forward to reviewing your proposal and appreciate your interest in supporting the City of Buchanan's brownfield redevelopment efforts.



Attachment B



BROWNFIELD REDEVELOPMENT AUTHORITY SERVICES



Submitted to:
City of Buchanan

July 14, 2025
P50595



FLEIS & VANDENBRINK

DESIGN. BUILD. OPERATE.



July 15, 2025

Richard Murphy, Community Development Director
 City of Buchanan
 302 Redbud Trail
 Buchanan, Michigan 49107

RE: BROWNFIELD REDEVELOPMENT AUTHORITY SERVICES

Dear Mr. Murphy:

Fleis & VandenBrink (F&V) is pleased to submit this proposal in response to the City of Buchanan's Request for Brownfield Redevelopment Authority (BRA) Services. We recognize the City's strong commitment to sustainable growth, environmental remediation, and the revitalization of underutilized properties. With Buchanan's unique industrial legacy and ongoing economic resurgence, we are excited about the opportunity to support the City in updating its Brownfield Redevelopment Authority policies and procedures to drive transformative redevelopment outcomes. The community has made significant progress in this effort by collaborating with Andrews University Urban Design Studio to produce the "A Vision for Buchanan" plan. We look forward to assisting the City in leveraging Michigan's Brownfield Redevelopment Financing Act (Act 381) incentives to further advance redevelopment in the community.

To meet the City's goals, we have assembled a skilled and multidisciplinary team experienced in all aspects of brownfield planning, compliance, and project execution, from policy development and grant writing to TIF planning and stakeholder engagement. Our team includes expert economic development professionals, geologists, and environmental scientists. Together, we are well-positioned to help Buchanan prioritize brownfield opportunities, develop actionable redevelopment policies, facilitate inclusive public engagement, and support project-specific implementation in alignment with Act 381 and the vision outlined in "A Vision for Buchanan."

Highlights of selecting F&V include:

- F&V has provided brownfield environmental consulting services and associated infrastructure improvement engineering services for multiple municipalities and local government agencies across the state of Michigan.
- We diligently track potential and available grant opportunities and have assisted our clients in obtaining over \$1 billion from federal- and state-administered grant programs.
- F&V completes numerous environmental due diligence investigations every year, including Phase I Environmental Site Assessments (ESAs), Phase II ESAs, Baseline Environmental Assessments (BEAs), Documentation of Due Care Compliance (DDCC), Section 7(a) Compliance Analysis, and vapor intrusion projects.
- F&V represents brownfield authorities across the state and prepares Brownfield Plans and Michigan Public Act 381 of 1996, as amended (Act 381) Work Plans for the capture of tax increment revenues to reimburse eligible activities. F&V provides expert guidance and training to government agencies on brownfield tax increment financing, and reviews reimbursement request submittals to maintain

4978 Campus Drive
 Kalamazoo, MI 49008
 P: 269.385.0011
 F: 269.382.6972
 www.fveng.com

- compliance with Act 381, local policies and procedures, and reimbursement agreements
- Michigan Department of Technology, Management, & Budget (DTMB) and Michigan Department of Environment, Great Lakes, and Energy (EGLE) selected F&V as a Prime Professional to provide environmental services, including environmental assessment, hydrogeological studies, remedial investigations, sampling, and corrective actions through various State of Michigan Indefinite Services / Indefinite Delivery (ISID) contracts.
- F&V was also one of four state-wide consultants selected by EGLE to evaluate environmental risks for over 11,000 sites of contamination.

F&V is committed to supporting the City of Buchanan in revitalizing its Brownfield Redevelopment Authority and advancing sustainable redevelopment initiatives. Our experienced team, comprehensive approach, and dedication to community engagement position us as an ideal partner.

We appreciate the opportunity to submit this proposal and look forward to the possibility of collaborating with the City of Buchanan.

Sincerely,

FLEIS & VANDENBRINK



Trevor Woollatt
Sr. Project Manager
248.885.4720
twollatt@fveng.com



Samantha Mariuz, EDFP
Economic Development Project Manager
248.224.0305
smariuz@fveng.com



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SECTION B:	APPROACH AND METHODOLOGY
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SECTION D:	REFERENCES

SECTION A: FIRM QUALIFICATIONS

FIRM DESCRIPTION

Fleis & VandenBrink (F&V) is a multidisciplinary consulting firm offering a comprehensive range of engineering, environmental, planning, and economic development services. With more than 30 years of experience serving communities across Michigan, F&V is a recognized leader in supporting local governments through complex redevelopment initiatives, particularly those involving Brownfield Redevelopment Authorities (BRAs), tax increment financing, and public-private partnerships.

F&V has successfully assisted dozens of municipalities in establishing, reactivating, and managing their BRAs, preparing compliant Brownfield Plans and Act 381 Work Plans, securing state and federal funding, and building organizational capacity for long-term program sustainability. Our approach balances regulatory compliance with strategic vision, community input, and financial feasibility.

KEY PERSONNEL

SAMANTHA MARIUZ, Economic Development Project Manager

Samantha brings over a decade of experience in municipal economic development, specializing in brownfield redevelopment, downtown revitalization, and tax increment financing (TIF). She currently serves as the lead brownfield consultant for multiple BRAs across Michigan and is actively engaged in assisting communities with policy development, grant writing, and organizational capacity building. Samantha will serve as the lead contact and project manager for this contract.

TREVOR WOOLLATT, Senior Project Manager, Associate

Trevor specializes in brownfield financial modeling, TIF capture analysis, and Brownfield Plan development. He leads F&V's reimbursement tracking and MEDC reporting efforts across dozens of projects and is instrumental in preparing developer agreements and Act 381 compliance documentation.

Environmental and Planning Support Team

F&V's broader team includes licensed environmental professionals, site planners, and engineers who can support site assessments, infrastructure analysis and design, environmental due diligence, and remediation strategies related to brownfield redevelopment.

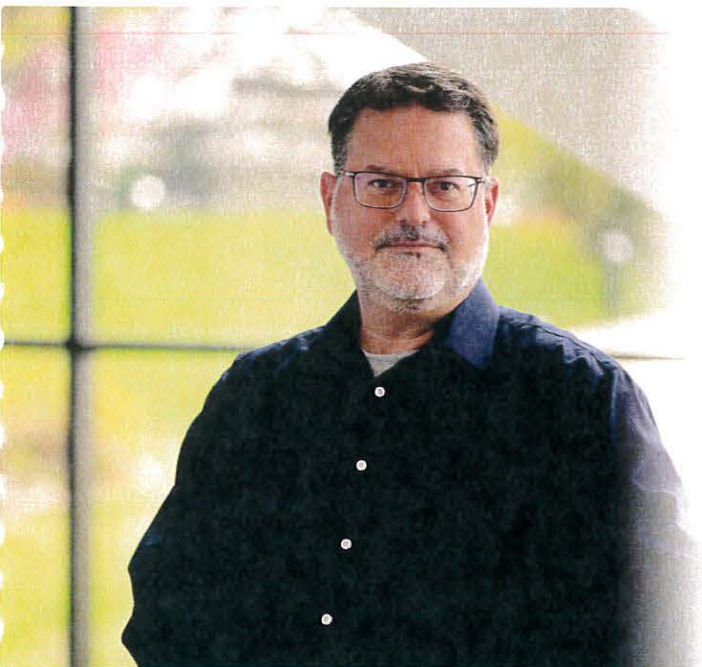
Resumes of key personnel are provided at the end of this section.

RATE SHEET

Role	Hourly Rate
Project Manager (Samantha Mariuz)	\$160
Senior Brownfield Analyst (Trevor Woollatt)	\$200
Environmental Specialist	\$160
Principal Oversight	\$200
Administrative/Engagement Support	\$100

PROJECT MANAGEMENT APPROACH

F&V employs a robust project management framework that results in timely delivery, transparency, and quality control. Each engagement is led by a dedicated project manager supported by a cross-disciplinary team. We utilize internal tracking systems, quality assurance protocols, and frequent check-ins to ensure alignment with project goals, schedules, and budgets. For this engagement, we will coordinate closely with the City of Buchanan, the BRA, and stakeholders to provide services that are responsive, data-driven, and actionable.



PROFESSIONAL BIO

Trevor has more than 25 years of experience in the environmental consulting industry, with a strong background in all aspects of due diligence including Phase I and Phase II Environmental Site Assessments, due care investigations, remediation, and Brownfield redevelopment projects. He has experience in conducting negotiations with local units of government, Brownfield Redevelopment Authorities (BRA's), and numerous agencies including: EGLE, MEGA, MEDC, and US EPA. Trevor is currently on the board of the Washtenaw County Brownfield Redevelopment Authority and previously served three terms as Chair.

TREVOR WOOLLATT
Sr. Project Manager | Associate



twoollatt@fveng.com
248.885.4720



BS: Geology,
West Virginia University



Washtenaw County Brownfield
Redevelopment Authority
Board Member/Chair

FEATURED EXPERIENCE

Brownfield Redevelopment Consulting - Northville Township Brownfield Redevelopment Authority

Environmental and Brownfield Services Manager for consulting services to the Northville Township Brownfield Redevelopment Authority. Providing technical environmental and brownfield consulting for projects submitted to the BRA for consideration.

Brownfield Redevelopment Consulting - City of Zeeland Brownfield Redevelopment Authority

Environmental and Brownfield Services Manager for consulting services to the Zeeland Brownfield Redevelopment Authority. Providing technical environmental and brownfield consulting for projects submitted to the BRA for consideration

Site Assessments - Washtenaw County

Project manager who managed two EPA site assessment grants involving Phase I and II ESAs, BEAs, due care plans, brownfield plans, site identification, and community outreach.

Site Assessments - Delta County

Project manager who managed two EPA site assessment grants involving Phase I and II ESAs, BEAs, due care plans, brownfield plans, site identification, and community outreach.

Site Assessments - Confidential Clients

Project manager who managed Phase II ESA, BEA, and due care activities for multiple sites and clients in the City of Detroit and Wayne County using EPA Petroleum and Hazardous Substance Assessment Grants on behalf of the Detroit Wayne County Port Authority.

Site Assessments - Confidential Clients

Project manager who managed Phase II ESA, BEA, and due care activities for multiple sites and clients in the Cities of Detroit, Taylor, Melvindale, Ecorse, and Romulus using EPA Petroleum and Hazardous Substance Assessment Grants on behalf of the Downriver Area Brownfield Consortium.





PROFESSIONAL BIO

With over nine years of Economic Development experience, Samantha has developed an inclusive approach to the field that offers efficient management of complex projects. Samantha has extensive public service knowledge and passion for economic and community development which serves a diverse mix of stakeholders including municipal, business, state, and federal agencies. She is adept at coordinating multi-faceted projects to promote transformation in communities while supporting environmental and development goals and objectives.

Samantha also has a significant track record of capital investment and job creation. Throughout her career, she has facilitated over \$475 million in direct local investment resulting in the creation of over 2,700 jobs in Michigan.

SAMANTHA MARIUZ, MPA, EDFP
Economic Development Project Manager



smariuz@fveng.com
248.224.0305



MPA: Wayne State University
BA: Political Science,
Oakland University



Economic Development
Finance Professional
(#0420-44)

FEATURED EXPERIENCE

Brownfield Redevelopment Consulting - Northville Township Brownfield Redevelopment Authority
Economic Development Manager for consulting services to the Northville Township Brownfield Redevelopment Authority. Providing technical environmental and brownfield consulting for projects submitted to the BRA for consideration.

Brownfield Redevelopment Consulting - Zeeland Brownfield Redevelopment Authority
Economic Development Manager for consulting services to the Zeeland Brownfield Redevelopment Authority. Providing technical environmental and brownfield consulting for projects submitted to the BRA for consideration.

Brownfield Redevelopment Consulting - Sanilac County Brownfield Redevelopment Authority
Economic Development and Brownfield Manager for consulting services to the Sanilac County Brownfield Redevelopment Authority. Providing technical environmental and brownfield consulting for projects submitted to the BRA for consideration.

Brownfield Redevelopment Consulting - City of Northville Brownfield Redevelopment Authority
Economic Development and Brownfield Manager for consulting services to the City of Northville Brownfield Redevelopment Authority. Providing technical environmental and brownfield consulting for projects submitted to the BRA for consideration.

Director of Economic Development - City of Farmington Hills
Implemented new strategic business retention program based on priority industries and clients for targeted community growth in key economic sectors. Oversaw all large development projects from start to finish, over \$121 million in capital investment and 1,700 jobs created in the last two years. Created equitable formula and program requirements to direct over \$700,000 in COVID-19 Relief CARES Act funds to 120 small businesses in Farmington Hills. Updated and amended City's Tax Abatement Policy, Brownfield Incentive Policy, and respective application processes to retain flexibility in economic development incentives available at the local level.

SECTION B: APPROACH AND METHODOLOGY

PROJECT UNDERSTANDING AND REGULATORY STRATEGY:

F&V has a deep understanding of the Brownfield Redevelopment Financing Act (Act 381) and its application to municipal redevelopment projects. We recognize how Act 381 enables communities to capture tax increment revenue (TIR) to reimburse eligible brownfield activities, including demolition, environmental assessments and remediation, infrastructure improvements, and site preparation. Our approach involves working closely with EGLE, MEDC, and MSHDA to structure projects that maximize the eligible use of City and Brownfield funding, while aligning with broader economic development goals.

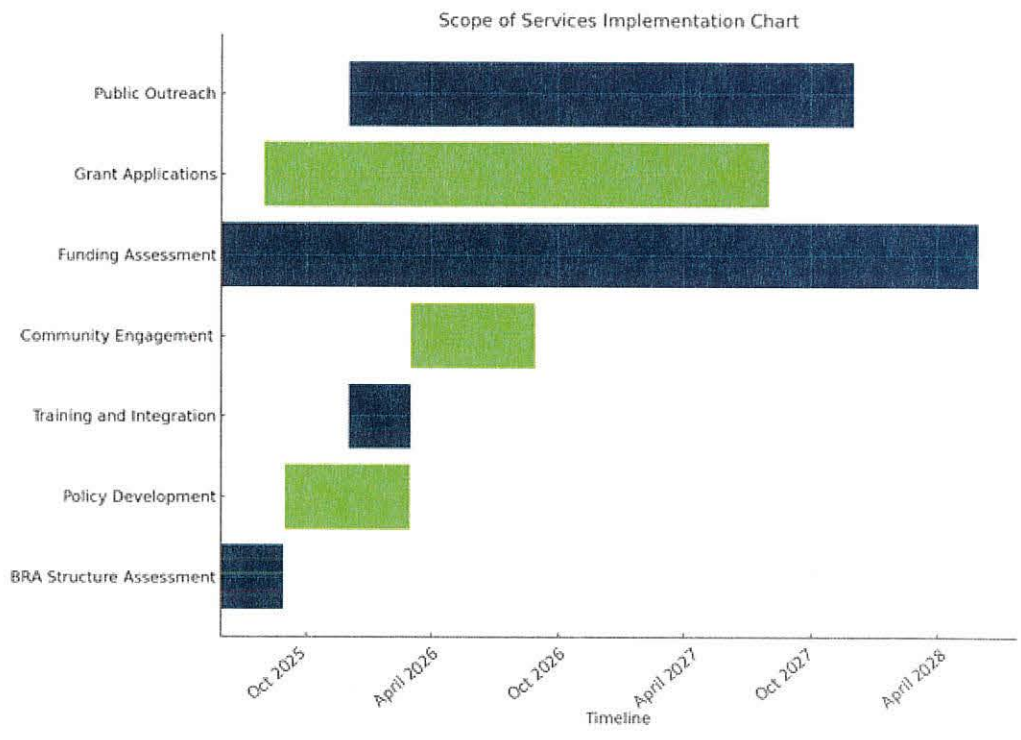
Our team supports these projects from environmental due diligence through demolition and site readiness. We assess site-specific environmental conditions, including hazardous materials (asbestos, PCB-containing fluids, mercury switches, fluorescent lighting and ballasts), and provide appropriate sampling, handling, and disposal prior to demolition or renovation. We prepare comprehensive, biddable demolition specifications, and include applicable federal and state contracting requirements such as Davis-Bacon/prevaling wage and Elliott-Larsen Civil Rights documentation.

F&V also coordinates closely with local units of government, developers, and Land Bank officials to make sure Act 381 plans align with municipal redevelopment priorities and incentives. Our services include bid evaluation, contractor oversight, and metrics reporting to meet City deadlines.

With decades of experience in brownfield redevelopment, we anticipate and mitigate risks that often cause project overruns. Our holistic approach results in environmental and redevelopment issues being addressed early, streamlined compliance with EGLE, MEDC, and MSHDA requirements, and positioned sites for successful reuse. F&V's multi-disciplinary expertise enables us to assist with site planning, regulatory strategy, and incentive packaging to unlock the full potential of challenging properties.

A. CITY-SPECIFIC SERVICES:

- **BRA Structure Assessment:** Review current BRA structure, bylaws, and operational practices. Recommend updates to align with best practices.
- **Policy Development:** Create criteria for site prioritization, develop housing TIF policies, and establish local brownfield revolving fund guidelines. Develop an application form and fee for potential Brownfield projects to assist the BRA in evaluating potential projects early in the process.
- **Training and Integration:** Conduct training sessions for City staff and BRA members. Maintain BRA processes that integrate seamlessly with City development procedures.
- **Community Engagement:** We will implement a comprehensive and responsive communications and engagement strategy that goes beyond traditional outreach to foster shared ownership, build understanding, and incorporate community feedback into redevelopment strategies.
- **Funding Assessment:** Evaluate requests for brownfield funding; assist in negotiating Brownfield Plans and Development and Reimbursement Agreements.
- **Project Reporting:** Assist in tracking project and program metrics and reporting requirements. Maintain active MEDC Brownfield Redevelopment Portal entries for each approved Act 381 Work Plan project. Update project milestones, capture schedules, and reimbursement data on an annual basis. Provide timely submission of required compliance reports per the MEDC guidelines.
- **Grant Applications:** Identify and apply for state and federal brownfield assessment and cleanup grants.
- **Public Outreach:** The project team will develop customized outreach and engagement materials to support public understanding throughout the lifecycle of redevelopment efforts. These may include project explainers (e.g., FAQs, brochures, flyers, social media graphics), qualitative survey tools (e.g., SurveyMonkey), and visual assets designed to demystify the brownfield process. Materials will prioritize clarity, accessibility, and relevance to community needs. We will also support the facilitation of community input sessions including meetings and workshops that elevate local voices, foster long-term buy-in, and alignment with the City's transparency standards.



B. PROJECT/DEVELOPER-SPECIFIC AS-NEEDED SERVICES:

F&V offers a full suite of project-specific brownfield redevelopment services tailored to meet the evolving needs of municipal Brownfield Redevelopment Authorities. Our approach is both strategic and flexible, ensuring developers and local governments are supported from project conception to completion, while maintaining compliance with Michigan’s Brownfield Redevelopment Financing Act.

Below is a list of the areas in which F&V can assist in support of brownfield projects. The exact scope of services for each project will be identified at the time the project comes before the City. Our team specializes in regulatory compliance, financial transparency, and technical rigor throughout the life of a project.

1. EVALUATE REQUESTS FOR BROWNFIELD FUNDING

- Review developer applications, gap financing analyses, and eligible activity cost breakdowns.
- Advise the BRA on financial necessity, statutory compliance, and alignment with local redevelopment goals.
- Compare project scope with existing TIF priorities and long-term community goals and objectives.

2. REVIEW, EVALUATE, AND NEGOTIATE BROWNFIELD PLANS AND AGREEMENTS

- Analyze third-party Brownfield Plans, Act 381 Work Plans, and Development and Reimbursement Agreements for completeness, eligibility, and risk exposure.
- Recommend revisions to meet MSHDA, EGLE, and MEDC requirements.
- Facilitate negotiations that clarify reimbursement caps, interest provisions, administrative fees, and timing triggers.

3. PREPARE BROWNFIELD PLANS, ACT 381 WORK PLANS, AND REIMBURSEMENT AGREEMENTS

- Draft plans and supporting documentation, including cost tables, TIF forecasts, project descriptions, and public benefit justifications.
- Coordinate with developers, local assessors, and agency partners to secure approvals.
- Structure Reimbursement Agreements that are enforceable, auditable, and adaptable to future amendments.

4. APPLY FOR AND MANAGE STATE/FEDERAL BROWNFIELD GRANTS AND LOANS

- Identify competitive grant and loan programs (EGLE, MEDC, MSHDA, EPA, etc.) and prepare application materials.
- Coordinate grant implementation including procurement, documentation, and payment processes.
- Monitor compliance with state/federal grant conditions and assist with reporting.

5. FACILITATE PROJECT-SPECIFIC PUBLIC ENGAGEMENT

Following the completion of Scope A, the communications and engagement plan will be revisited and refined on a per-project basis to reflect project-specific needs. Adjustments will consider:

- Preferred communication channels identified through initial outreach
- Key topics of concern or interest that emerge in the data
- Stakeholder groups that may be underrepresented in early feedback
- Engagement formats that best match community needs (e.g., youth roundtables, culturally specific sessions, or pop-up events)

This adaptive model ensures we're not locked into a rigid calendar, but instead building a responsive feedback system that evolves with the community. It empowers both City staff and community to lead, while our team provides structure and support throughout the redevelopment process. This model includes:

- Identify and engage key audiences such as adjacent property owners, local businesses, and historically underrepresented community members.
- Coordinate and facilitate tailored engagement activities, including neighborhood meetings, stakeholder interviews, and small-group discussions aligned with each redevelopment site.
- Develop feedback loops to ensure community input is acknowledged and incorporated into project decision-making.
- Provide strategic guidance to the City and project partners to proactively address concerns and maintain public trust.
- Create user-friendly outreach materials such as project explainers, FAQs, infographics, and visual storytelling tools that build public understanding of brownfield redevelopment.
- Design content for City-hosted webpages and digital platforms, including timelines, funding summaries, and engagement opportunities.
- Support consistent messaging across meetings, digital channels, and printed materials to ensure transparency and alignment with City communication strategies.

Cost to develop a project-specific community engagement plan: \$1,750 per plan

Cost for implementation of a project-specific community engagement plan: Hourly, based on rate sheet

Cost for in-person community engagement*:

- Half-day rate (minimum): \$750 - \$2,250
- Full-day rate: \$1,275 - \$3,325

**Final engagement pricing will be dependent on the project scope needs and level of involvement.*

***For virtual community engagement, day rates will be reduced by 25%.*

Optional Add-Ons (pricing available upon request):

- Online engagement hub or microsite for updates, meeting materials, and feedback tools.
- Retainer-based communications support including social media management, media relations, and content creation.

6. ADVISE ON TIF AGREEMENT STRUCTURES

- Analyze baseline and projected taxable value, estimated TIF revenue streams, and potential capture scenarios.
- Recommend optimal TIF durations, capture limitations, and administrative fee structures based on financial sustainability and statutory requirements.
- Create cash flow models to evaluate reimbursement schedules and municipal cost recovery where necessary.

7. FINANCIAL ADMINISTRATION, ACCOUNTING, AND COMPLIANCE

- Perform annual accounting reviews of TIF revenue collections and developer reimbursement obligations.
- Reconcile certified eligible activity costs with actual TIF capture and prepare developer-facing statements.
- Develop and maintain tracking tools for monitoring cumulative and annual reimbursements.
- Support annual budgeting and audit processes by preparing BRA financial summaries and forecast reports.

8. PROCESS DEVELOPER REIMBURSEMENT REQUESTS

- Review and verify reimbursement submissions against approved Brownfield Plans and executed Reimbursement Agreements
- Require documentation of paid invoices, lien waivers, and activity completion narratives.
- Prepare formal Certification of Reimbursement packages for BRA approval and recordkeeping.



SECTION C: BUDGET AND PAYMENT

CITY-SPECIFIC SERVICES (SCOPE A)

Estimated Total Cost:	\$17,500
Completion Timeline:	6 months
Milestone Schedule:	Refer to Gantt Chart in Section 2 for detailed timeline and deliverables.

PROJECT/DEVELOPER-SPECIFIC SERVICES (SCOPE B)

Service Duration:	On an as-needed basis over a three-year period
Estimated budget per-project:	\$7,500 - \$15,000, based on project complexity, stakeholder engagement, and project schedule*

*Costs for individual brownfield projects will be determined at the time a project is submitted to the City. These costs will vary depending on the scope of the project, required coordination, and level of documentation or negotiation involved. In many cases, the developer requesting the brownfield incentive may be responsible for covering some or all of these expenses—depending upon how the City and Brownfield Redevelopment Authority (BRA) structure their policies and procedures under Scope A.

The proposed costs are based on standard hourly personnel rates, anticipated travel, document preparation, public meeting facilitation, and other direct costs. Services under both Scope A and Scope B will be billed on a time-and-materials basis.

Where appropriate, costs incurred by the BRA may be fully reimbursed through administrative capture within the Tax Increment Financing (TIF) plan structure, consistent with Act 381 provisions and the BRA's adopted policies.

F&V will submit **monthly invoices** for services rendered under both Scope A and Scope B. Invoices will detail the hours worked, staff involved and associated direct expenses. Billing will comply with the City's standard accounting and review procedures.

SECTION D: REFERENCES

SHIAWASSEE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

- **Contact:** Brian Boggs, County Administrator
- **Phone:** 989.743.2222
- **Email:** boggs@shiassee.net
- **Project:** Establishment of the Brownfield Redevelopment Authority, structuring of bylaws, creation of Brownfield Redevelopment Authority Policies, Procedures and Application process, review of Brownfield Plans, Legislative updates and training sessions for BRA, coordination with County Land Bank Authority for grant funds and Brownfield Plan for land bank owned parcel redevelopment

CITY OF ALLEGAN BROWNFIELD REDEVELOPMENT AUTHORITY

- **Contact:** Joel Dye
- **Phone:** 269.673.5511
- **Email:** jdye@cityofallegan.org
- **Project:** Creation of Brownfield Redevelopment Authority Policies, Procedures and Application process, technical review of Brownfield Plans and Reimbursement Agreements, Legislative updates and training sessions for BRA, local community engagement about the brownfield process for project partners throughout Allegan County in conjunction with the Allegan Community Foundation.

SANILAC COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

- **Contact:** Nathan Roskey, County Administrator
- **Phone:** 810.648.2933
- **Email:** nroskey@sanilacounty.net
- **Project:** Reestablishment of stagnant Brownfield Redevelopment Authority, review of bylaws, structuring of new policies, procedures and streamlined application process for changes in brownfield legislation to meet current county housing goals, review of Brownfield Plans, technical assistance for grant opportunities, legislative updates and training sessions for the BRA.

NORTHVILLE TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY

- **Contact:** Wendy Hillman, Finance Director
- **Phone:** 248.348.5800
- **Email:** whillman@twp.northville.mi.us
- **Project:** Review of bylaws and the development of updated policies, procedures, and a streamlined application process aligned with recent legislative changes and county housing priorities, evaluation of existing Brownfield Plans, technical assistance in identifying and pursuing grant opportunities, regular legislative updates, and facilitation of training sessions for BRA members.

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/31/2025	AP	ABONMARCHE CONSULTANTS, INC. GRANTS & SPECIAL PROJECTS Vnd: 0202 Invoice: 159747	Invoice: 159747 Ref#: 31058 (PROJECT 25-0498 BUCHANAN RBDG DOWNTOWN P) 101-700.000-967.002 101-000.000-202.000	8,801.00	8,801.00
		Expected Check Run: 08/25/2025		8,801.00	8,801.00
07/31/2025	AP	ABONMARCHE CONSULTANTS, INC. GRANTS & SPECIAL PROJECTS Vnd: 0202 Invoice: 159715	Invoice: 159715 Ref#: 31059 (PROJECT # 24-1300: BUCHANAN KAYAK LAUNCH) 101-700.000-967.002 101-000.000-202.000	2,122.50	2,122.50
		Expected Check Run: 08/25/2025		2,122.50	2,122.50
07/31/2025	AP	ABONMARCHE CONSULTANTS, INC. GRANTS & SPECIAL PROJECTS Vnd: 0202 Invoice: 159716	Invoice: 159716 Ref#: 31060 (PROJECT 25-0571 - BOAT LAUNCH PARKING IM) 101-700.000-967.002 101-000.000-202.000	2,975.00	2,975.00
		Expected Check Run: 08/25/2025		2,975.00	2,975.00
08/20/2025	AP	ALS GROUP USA, CORP. LAB ANALYTICAL SERVICE Vnd: 1693 Invoice: 3313HN35170	Invoice: 3313HN35170 Ref#: 31056 (ACCUTE TOXICITY TESTING - PFAS AUG 2025) 592-590.000-820.000 592-000.000-202.000	100.00	100.00
		Expected Check Run: 08/25/2025		100.00	100.00
08/20/2025	AP	ANGELA BAGGETT UNIFORMS Vnd: 2248 Invoice: 8.1.25	Invoice: 8.1.25 Ref#: 31057 (EQUIPMENT & UNIFORM REIMBURSEMENT) 101-301.000-768.000 101-000.000-202.000	359.53	359.53
		Expected Check Run: 08/25/2025		359.53	359.53
08/20/2025	AP	BERRIEN COUNTY HEALTH DEPT. MEDICAL EXAMS Vnd: 0947 Invoice: 1757	Invoice: 1757 Ref#: 31061 (IMMUNIZATIONS FOR J. BARTUS @ WWTP) 592-590.000-961.000 592-000.000-202.000	168.00	168.00
		Expected Check Run: 08/25/2025		168.00	168.00
07/31/2025	AP	BERRIEN COUNTY RECORD LEGAL NOTICES & RECORDINGS Vnd: 0339 Invoice: 7.17.25	Invoice: 7.17.25 Ref#: 31063 (443 PUBLIC NOTICE & PUBLIC ACCURACY NOTI) 101-215.000-903.000 101-000.000-202.000	151.60	151.60
		Expected Check Run: 08/25/2025		151.60	151.60

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/20/2025	AP	BERRIEN COUNTY RECORD LEGAL NOTICES & RECORDINGS Vnd: 0339 Invoice: 8.7.25	Invoice: 8.7.25 Ref#: 31064(443 PUBLIC NOTICE) 101-215.000-903.000 101-000.000-202.000	75.80	75.80
		Expected Check Run: 08/25/2025		75.80	75.80
08/20/2025	AP	BRIAN MURPHY CONTRACTUAL CONTRACTUAL Vnd: MISC Invoice: 5.1.25-8.11.25	Invoice: 5.1.25-8.11.25 Ref#: 31054(JOINT W/S BOARD 5.5.25 & 8.4.25) 592-591.000-818.000 592-590.000-818.000 592-000.000-202.000	55.00 55.00	110.00
		Expected Check Run: 08/25/2025		110.00	110.00
07/31/2025	AP	BUCHANAN TOWNSHIP FIRE MISCELLANEOUS SUPPLIES Vnd: 1792 Invoice: 7.26.25	Invoice: 7.26.25 Ref#: 31062(5 BUCKETS CLASS A FOAM FOR CAFF SYSTEM O) 101-336.000-756.000 101-000.000-202.000	875.00	875.00
		Expected Check Run: 08/25/2025		875.00	875.00
08/20/2025	AP	BURNS TERRY MISCELLANEOUS SUPPLIES Vnd: 2188 Invoice: 8.18.25	Invoice: 8.18.25 Ref#: 31103(REIMBURSEMENT FOR CLIPS) 592-590.000-756.000 592-000.000-202.000	20.05	20.05
		Expected Check Run: 08/25/2025		20.05	20.05
08/20/2025	AP	CDW-G TECHNOLOGY EQUIP. SUPPLIES Vnd: 1815 Invoice: AF3954F	Invoice: AF3954F Ref#: 31067(SERVER UPGRADES - APPROVED BY COMMISSION) 101-265.000-756.003 101-000.000-202.000	6,868.85	6,868.85
		Expected Check Run: 08/25/2025		6,868.85	6,868.85
08/20/2025	AP	COMCAST BUSINESS TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE Vnd: 1722 Invoice: 8.14.25-9.13.25 Vnd: 1722 Invoice: 8.14.25-9.13.25	Invoice: 8.14.25-9.13.25 Ref#: 31069(MOTHLY CYCLE) 592-590.000-853.000 101-441.000-853.000 101-567.000-853.000 592-000.000-202.000 101-000.000-202.000	504.94 296.65 171.16	504.94 467.81
		Expected Check Run: 08/25/2025		972.75	972.75
07/31/2025	AP	COUNTY OF BERRIEN TRAIL GRANT EXPENDITURES Vnd: 1864 Invoice: 17156	Invoice: 17156 Ref#: 31065(JAIL WORKCREW 7.16.25) 401-000.000-970.031 401-000.000-202.000	180.00	180.00
		Expected Check Run: 08/25/2025		180.00	180.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/31/2025	AP	COUNTY OF BERRIEN MAINTENANCE - GROUNDS Vnd: 1864 Invoice: 17156.	Invoice: 17156. Ref#: 31066(JAIL WORKCREW 7.17.25) 101-441.000-932.000 101-000.000-202.000	180.00	180.00
		Expected Check Run: 08/25/2025		180.00	180.00
08/20/2025	AP	CULLIGAN OF COLOMA CONTRACTUAL Vnd: 1789 Invoice: 08.13.25	Invoice: 08.13.25 Ref#: 31068(CEMETERY WATER - AUG) 101-567.000-818.000 101-000.000-202.000	31.50	31.50
		Expected Check Run: 08/25/2025		31.50	31.50
08/20/2025	AP	DOMINIK KLEIN UNIFORMS Vnd: MISC Invoice: 8.4.25	Invoice: 8.4.25 Ref#: 31070(BLACK OUTER CARRIER) 101-301.000-768.000 101-000.000-202.000	100.00	100.00
		Expected Check Run: 08/25/2025		100.00	100.00
07/31/2025	AP	DUNCAN GAST TRAVEL & CAR ALLOWANCE Vnd: MISC Invoice: 7.29.25	Invoice: 7.29.25 Ref#: 31096(MILEAGE REIMBURSEMENT) 101-301.000-873.000 101-000.000-202.000	197.40	197.40
		Expected Check Run: 08/25/2025		197.40	197.40
08/20/2025	AP	ELECTRICAL MAINT.& CONSTRUCTION LLC ELECTRICAL MAINTENANCE Vnd: 2407 Invoice: 10267	Invoice: 10267 Ref#: 31072(SERVICE CALL FOR LIFT STATION) 592-590.000-937.000 592-000.000-202.000	375.00	375.00
		Expected Check Run: 08/25/2025		375.00	375.00
08/20/2025	AP	ETNA SUPPLY CO. METERS-HYDRANTS-FITTINGS Vnd: 0919 Invoice: S106397352.001	Invoice: S106397352.001 Ref#: 31071(FITTINGS (COUPLING, CURB STOP, CORP 592-591.000-729.002 592-000.000-202.000	1,852.88	1,852.88
		Expected Check Run: 08/25/2025		1,852.88	1,852.88
07/31/2025	AP	EXEMPLAR IT SOLUTIONS TECHNOLOGY CONTRACTUAL SERVICES Vnd: 2228 Invoice: 1667	Invoice: 1667 Ref#: 31074(IT SUPPORT & ADMIN - PD JULY 2025) 101-301.000-819.000 101-000.000-202.000	924.30	924.30
		Expected Check Run: 08/25/2025		924.30	924.30

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
07/31/2025	AP	EXEMPLAR IT SOLUTIONS TECHNOLOGY CONTRACTUAL SERVICES Vnd: 2228 Invoice: 1668	Invoice: 1668 Ref#: 31075 (IT SUPPORT & ADMIN - DPW JULY 2025) 101-441.000-819.000 101-000.000-202.000	352.35	352.35
		Expected Check Run: 08/25/2025		352.35	352.35
07/31/2025	AP	EXEMPLAR IT SOLUTIONS TECHNOLOGY CONTRACTUAL SERVICES Vnd: 2228 Invoice: 1666	Invoice: 1666 Ref#: 31076 (IT SUPPORT & ADMIN - CITY HALL JULY 2025) 101-265.000-819.000 101-000.000-202.000	650.70	650.70
		Expected Check Run: 08/25/2025		650.70	650.70
08/20/2025	AP	EXEMPLAR IT SOLUTIONS TECHNOLOGY CONTRACTUAL SERVICES TECHNOLOGY CONTRACTUAL SERVICES TECHNOLOGY CONTRACTUAL SERVICES TECHNOLOGY CONTRACTUAL SERVICES Vnd: 2228 Invoice: 1669 Vnd: 2228 Invoice: 1669	Invoice: 1669 Ref#: 31077 (AUG 2025 SLA, WASABI STORAGE. MICROSOFT) 101-265.000-819.000 592-590.000-819.000 592-591.000-819.000 101-265.000-819.000 101-000.000-202.000 592-000.000-202.000	663.15 331.57 331.57 950.00	1,613.15 663.14
		Expected Check Run: 08/25/2025		2,276.29	2,276.29
08/20/2025	AP	EXTRA PACKAGING, LLC MISCELLANEOUS SUPPLIES Vnd: 2109 Invoice: 140042	Invoice: 140042 Ref#: 31073 (DUMPSTER LINERS) 592-590.000-756.000 592-000.000-202.000	541.25	541.25
		Expected Check Run: 08/25/2025		541.25	541.25
08/20/2025	AP	FERGUSON WATERWORKS #1934 METERS-HYDRANTS-FITTINGS Vnd: 1536 Invoice: 0432013	Invoice: 0432013 Ref#: 31078 (COPPER TUBE & BLUE PIPE) 592-591.000-729.002 592-000.000-202.000	1,187.43	1,187.43
		Expected Check Run: 08/25/2025		1,187.43	1,187.43
08/20/2025	AP	FIRE CATT, LLC EQUIPMENT TESTING Vnd: 1999 Invoice: 15834	Invoice: 15834 Ref#: 31079 (ANNUAL HOSE TESTING) 101-336.000-851.001 101-000.000-202.000	3,528.00	3,528.00
		Expected Check Run: 08/25/2025		3,528.00	3,528.00
08/20/2025	AP	GENE WESNER AUTOMOTIVE MAINTENANCE - VEHICLE Vnd: 1887 Invoice: 23090	Invoice: 23090 Ref#: 31081 (OIL CHANGE ON 46-3) 101-301.000-939.000 101-000.000-202.000	81.75	81.75
		Expected Check Run: 08/25/2025		81.75	81.75

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/20/2025	AP	GUY EDWARD LEWIS TRAVEL & CAR ALLOWANCE Vnd: 0023 Invoice: 07.23.25-08.14.25	Invoice: 07.23.25-08.14.25 Ref#: 31080 (MILEAGE REIMBURSEMENT) 101-700.000-873.000 101-000.000-202.000	74.90	74.90
		Expected Check Run: 08/25/2025		74.90	74.90
08/01/2025	AP	INDIANA MICHIGAN POWER COMPANY STREET LIGHTING UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES Vnd: 0131 Invoice: 08.03.25 Vnd: 0131 Invoice: 08.03.25 Vnd: 0131 Invoice: 08.03.25	Invoice: 08.03.25 Ref#: 31083 (AUGUST 2025 USAGE) 101-441.000-926.000 202-474.000-921.000 592-590.000-921.000 592-591.000-921.000 101-336.000-921.000 101-265.000-921.000 101-441.000-921.000 101-000.000-202.000 202-000.000-202.000 592-000.000-202.000	237.14 138.27 594.53 304.66 308.16 2,034.88 562.21	3,142.39 138.27 899.19
		Expected Check Run: 08/25/2025		4,179.85	4,179.85
08/20/2025	AP	JOHN POEHNER CONFERENCES AND WORKSHOP Vnd: 1209 Invoice: MFIS 2025	Invoice: MFIS 2025 Ref#: 31082 (FALL CONFERENCE MFIS 2025) 101-336.000-864.000 101-000.000-202.000	461.75	461.75
		Expected Check Run: 08/25/2025		461.75	461.75
08/20/2025	AP	KELLYBROWN, VALERIE MISCELLANEOUS Vnd: MISC Invoice: 8.8.25	Invoice: 8.8.25 Ref#: 31106 (PLACEMENT FOR RESIDENT WITHOUT WATER) 592-591.000-962.000 592-000.000-202.000	297.29	297.29
		Expected Check Run: 08/25/2025		297.29	297.29
07/31/2025	AP	KIESLER'S POLICE SUPPLY, INC. TARGET RANGE & SUPPLIES Vnd: 1354 Invoice: IN264428	Invoice: IN264428 Ref#: 31084 (TWO GLOCK LEFT HANDED HOLSTERS) 101-301.000-729.000 101-000.000-202.000	311.06	311.06
		Expected Check Run: 08/25/2025		311.06	311.06
08/20/2025	AP	KRUGGEL LAWTON CPA AUDIT Vnd: 2145 Invoice: 392610	Invoice: 392610 Ref#: 31085 (PROGRESS BILL FOR ANNUAL AUDIT) 101-253.000-807.000 101-000.000-202.000	1,500.00	1,500.00
		Expected Check Run: 08/25/2025		1,500.00	1,500.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/20/2025	AP	LAKE MICHIGAN COLLEGE EDUCATION AND TRAINING Vnd: 1804 Invoice: 2025	101-301.000-960.000 101-000.000-202.000	8,700.00	8,700.00
		Expected Check Run: 08/25/2025		8,700.00	8,700.00
08/20/2025	AP	LARRY C. MONEY CONTRACTUAL Vnd: 1984 Invoice: 5.1.25-8.11.25	592-591.000-818.000 592-000.000-202.000	55.00	55.00
		Expected Check Run: 08/25/2025		55.00	55.00
08/20/2025	AP	LOWE'S MISCELLANEOUS SUPPLIES Vnd: 0229 Invoice: 82104	101-301.000-756.000 101-000.000-202.000	159.11	159.11
		Expected Check Run: 08/25/2025		159.11	159.11
08/20/2025	AP	LOWE'S MISCELLANEOUS SUPPLIES Vnd: 0229 Invoice: 99236	101-441.000-756.000 101-000.000-202.000	17.04	17.04
		Expected Check Run: 08/25/2025		17.04	17.04
08/20/2025	AP	LOWE'S MISCELLANEOUS SUPPLIES Vnd: 0229 Invoice: 99227	101-441.000-756.000 101-000.000-202.000	392.19	392.19
		Expected Check Run: 08/25/2025		392.19	392.19
08/20/2025	AP	LOWE'S MISCELLANEOUS SUPPLIES Vnd: 0229 Invoice: 71501	101-441.000-756.000 101-000.000-202.000	54.66	54.66
		Expected Check Run: 08/25/2025		54.66	54.66
08/20/2025	AP	LOWE'S MISCELLANEOUS SUPPLIES Vnd: 0229 Invoice: 87155	101-761.004-756.000 101-000.000-202.000	189.96	189.96
		Expected Check Run: 08/25/2025		189.96	189.96

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/20/2025	AP	MACQUEEN EMERGENCY MAINTENANCE - VEHICLE Vnd: 2322 Invoice: P06033	Invoice: P06033 Ref#: 31093 (ANNUAL MAINTENANCE OF EXTRACATION TOOLS) 101-336.000-939.000 101-000.000-202.000	535.00	535.00
		Expected Check Run: 08/25/2025		535.00	535.00
08/20/2025	AP	MARK FARM SUPPLY DUCK FEEDER Vnd: 2068 Invoice: 7862	Invoice: 7862 Ref#: 31092 (DUCK FEED) 701-000.000-582.067 701-000.000-202.000	55.97	55.97
		Expected Check Run: 08/25/2025		55.97	55.97
08/20/2025	AP	MINDY COLE-CROCKER CONTRACTUAL Vnd: MISC Invoice: 5.1.25-8.11.25	Invoice: 5.1.25-8.11.25 Ref#: 31051 (JOINT W/S BOARD 5.5.25) 592-590.000-818.000 592-000.000-202.000	55.00	55.00
		Expected Check Run: 08/25/2025		55.00	55.00
08/20/2025	AP	NAPA AUTO PARTS GAS AND OIL EQUIPMENT MAINT SUPPLIES Vnd: 2315 Invoice: 784371	Invoice: 784371 Ref#: 31100 (1 TON OIL CHANGE) 101-567.000-751.000 101-567.000-758.000 101-000.000-202.000	71.88 12.49	84.37
		Expected Check Run: 08/25/2025		84.37	84.37
08/20/2025	AP	NAPA AUTO PARTS EQUIPMENT MAINT SUPPLIES Vnd: 2315 Invoice: 784321	Invoice: 784321 Ref#: 31101 (PARTS FOR ONE TON REPAIR CREDIT 784468 A) 101-441.000-758.000 101-000.000-202.000	231.39	231.39
		Expected Check Run: 08/25/2025		231.39	231.39
08/20/2025	AP	NAPA AUTO PARTS EQUIPMENT MAINT SUPPLIES Vnd: 2315 Invoice: 784466	Invoice: 784466 Ref#: 31102 (BATTERY FOR DIXI CHOPPER) 101-441.000-758.000 101-000.000-202.000	61.74	61.74
		Expected Check Run: 08/25/2025		61.74	61.74
08/20/2025	AP	NORTH CENTRAL LABORATORIES LAB SUPPLIES Vnd: 0143 Invoice: 523771	Invoice: 523771 Ref#: 31094 (LAB SUPPLIES) 592-590.000-757.000 592-000.000-202.000	452.55	452.55
		Expected Check Run: 08/25/2025		452.55	452.55

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/20/2025	AP	PATRICK SWEM CONTRACTUAL Vnd: 2337 Invoice: 5.1.25-8.11.25	Invoice: 5.1.25-8.11.25 Ref#: 31053 (JOINT W/S BOARD - 5.5.25 & 8.4.25) 592-591.000-818.000 592-000.000-202.000	110.00	110.00
		Expected Check Run: 08/25/2025		110.00	110.00
08/20/2025	AP	PAYNES EXCAVATING, LLC MISCELLANEOUS SUPPLIES Vnd: 0857 Invoice: 8.4.25	Invoice: 8.4.25 Ref#: 31097 (WASHED SAND FOR DISC GOLF) 101-755.000-756.000 101-000.000-202.000	295.00	295.00
		Expected Check Run: 08/25/2025		295.00	295.00
08/20/2025	AP	PAYNES EXCAVATING, LLC MISCELLANEOUS SUPPLIES Vnd: 0857 Invoice: 8.4.25.	Invoice: 8.4.25. Ref#: 31098 (SCREENED TOP SOIL) 592-591.000-756.000 592-000.000-202.000	375.00	375.00
		Expected Check Run: 08/25/2025		375.00	375.00
08/20/2025	AP	PEERLESS-MIDWEST, INC. MAINTENANCE - SYSTEM Vnd: 1672 Invoice: 86583	Invoice: 86583 Ref#: 31099 (WELL 4A TREATMENT) 592-591.000-938.000 592-000.000-202.000	5,560.00	5,560.00
		Expected Check Run: 08/25/2025		5,560.00	5,560.00
07/31/2025	AP	PLACEMAKERS, LLC ECONOMIC DEVELOPMENT Vnd: 2251 Invoice: 250714-BUC	Invoice: 250714-BUC Ref#: 31095 (TASK, DRAFT AND PRESENTATION OF DRAFT 3) 101-700.000-735.000 101-000.000-202.000	13,433.00	13,433.00
		Expected Check Run: 08/25/2025		13,433.00	13,433.00
08/20/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0171672-IN	Invoice: 0171672-IN Ref#: 31110 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 08/25/2025		388.25	388.25
08/20/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0171632-IN	Invoice: 0171632-IN Ref#: 31111 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 08/25/2025		388.25	388.25

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/20/2025	AP	S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0171733-IN	Invoice: 0171733-IN Ref#: 31112 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000	388.25	388.25
		Expected Check Run: 08/25/2025		388.25	388.25
07/31/2025	AP	SEMCO ENERGY ACCT 0157168.501 ACCT 0157576.500 ACCT 0359411.500 ACCT 0374061.500 ACCT 0158995.500 ACCT 0348966.501 ACCT 0157440.501 ACCT 0156522.501 BANK FEES AND CHARGES Vnd: 0459 Invoice: 06.26.25-07.30.25 Vnd: 0459 Invoice: 06.26.25-07.30.25	Invoice: 06.26.25-07.30.25 Ref#: 31116 (GAS ENERGY USAGE) 101-301.000-921.000 101-336.000-921.000 101-265.000-921.000 592-590.000-921.000 101-265.000-921.000 592-591.000-921.000 101-761.004-921.000 101-441.000-921.000 101-267.000-956.000 101-000.000-202.000 592-000.000-202.000	102.10 22.45 14.67 138.39 85.45 19.94 31.76 186.76 3.50	446.69 158.33
		Expected Check Run: 08/25/2025		605.02	605.02
08/20/2025	AP	SHANNON BRYANS UNIFORMS Vnd: 2399 Invoice: 8.16.25	Invoice: 8.16.25 Ref#: 31115 (BOOT REIMBURSEMENT) 101-567.000-768.000 101-000.000-202.000	197.94	197.94
		Expected Check Run: 08/25/2025		197.94	197.94
08/20/2025	AP	STAR UNIFORM UNIFORMS Vnd: 1358 Invoice: 48977-2	Invoice: 48977-2 Ref#: 31113 (NAME BAR FOR OFC. COOKES UNIFORM) 101-301.000-768.000 101-000.000-202.000	10.00	10.00
		Expected Check Run: 08/25/2025		10.00	10.00
08/20/2025	AP	STAR UNIFORM UNIFORMS Vnd: 1358 Invoice: 49033-2	Invoice: 49033-2 Ref#: 31114 (SHIRTS FOR OFC. COOKE) 101-301.000-768.000 101-000.000-202.000	81.50	81.50
		Expected Check Run: 08/25/2025		81.50	81.50
08/20/2025	AP	TOM GORDON CONTRACTUAL Vnd: 0065 Invoice: 5.1.25-8.11.25	Invoice: 5.1.25-8.11.25 Ref#: 31055 (JOINT W/S BOARD - 5.5.25 & 8.4.25) 592-590.000-818.000 592-000.000-202.000	110.00	110.00
		Expected Check Run: 08/25/2025		110.00	110.00

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Post Date	Journal	Description	GL Number	DR Amount	CR Amount
08/20/2025	AP	TWIN CITY AWARDS & TROPHIES PUBLIC RELATIONS Vnd: 1699 Invoice: 40027	Invoice: 40027 Ref#: 31104 (RIBBON CUTTING FOR TRAIL) 101-101.000-885.000 101-000.000-202.000	127.00	127.00
		Expected Check Run: 08/25/2025		127.00	127.00
08/20/2025	AP	TWIN CITY AWARDS & TROPHIES PUBLIC RELATIONS Vnd: 1699 Invoice: 40062	Invoice: 40062 Ref#: 31105 (PLAQUES FOR BENCH REPLACEMENTS AT VICTO) 101-101.000-885.000 101-000.000-202.000	200.00	200.00
		Expected Check Run: 08/25/2025		200.00	200.00
08/20/2025	AP	VERIZON WIRELESS TELEPHONE, INTERNET, CABLE Vnd: 2060 Invoice: 6120685883	Invoice: 6120685883 Ref#: 31107 (X3 AIR CARDS FOR PATROL VEHICLES) 101-301.000-853.000 101-000.000-202.000	120.07	120.07
		Expected Check Run: 08/25/2025		120.07	120.07
07/31/2025	AP	VITAL RECORDS CONTROL SHREDDING CONTRACT Vnd: 0595 Invoice: 5275844	Invoice: 5275844 Ref#: 31108 (MONTHLY SHREDDING CONTRACT) 101-265.000-818.000 101-000.000-202.000	161.31	161.31
		Expected Check Run: 08/25/2025		161.31	161.31
08/20/2025	AP	WELDY SALES AND SERVICE EQUIPMENT MAINT SUPPLIES Vnd: 1763 Invoice: 31838	Invoice: 31838 Ref#: 31109 (TRIMMER FOR WEEDWACKERS) 592-590.000-758.000 592-000.000-202.000	14.98	14.98
		Expected Check Run: 08/25/2025		14.98	14.98
				76,493.33	76,493.33
Cash/Payable Account Totals:					
		ACCOUNTS PAYABLE	101-000.000-202.000		61,344.31
		ACCOUNTS PAYABLE	202-000.000-202.000		138.27
		ACCOUNTS PAYABLE	401-000.000-202.000		180.00
		ACCOUNTS PAYABLE	592-000.000-202.000		14,774.78
		ACCOUNTS PAYABLE	701-000.000-202.000		55.97
			TOTAL INCREASE IN PAYABLE:		76,493.33