

AGENDA

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

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

I. Call to Order

II. Recognition

III. Pledge of Allegiance

IV. Roll Call

V. Approve Agenda

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

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

- A. Consider approving minutes from June 8th, 2022, Special Meeting Minutes.
- B. Consider approving minutes from June 8th, 2022, Closed Session Minutes.
- C. Consider approving minutes from June 13th, 2022, Regular Meeting Minutes.
- D. Consider approving minutes from June 15, 2022, Special Meeting Minutes.
- E. Consider approving expenditures for June 27th, 2022, in the amount of \$416,698.49
- F. Consider street closure from Days Ave to Central Ct. on July 3rd, 2022 from 11 AM-8 PM for Lyla Grace Corp. non-profit event.

VIII. Scheduled Matters from the Floor (if any)

- A. SMCAS Ambulance Board- SMCAS (Southwest Michigan Community Ambulance Service) Director Brian Scribner will present to the Commission regarding an upcoming request for SMCAS funding approvals needed to continue the current provision of ambulance service within the City. (Item was tabled the last meeting)
- B. Buchanan Preservation Society- Beth Murphy & Peter Lysy - Discussion about the deterioration and collapse of portions of the mill race wall, west of Oak St., BPS would like to be involved in planning the repair.

IX. Reports by: Departments, Committees, Boards

- A. Community Development Report- Rich Murphy
 - 1) Update on Victory Park Pavilion Project
 - 2) Update on Clark Campus National Register Designation

- B. Main Street Report - Ashley Regal -Downtown Redevelopment Funding Plan with Buchanan Main Street Program & Michigan Gateway Community Foundation Proposal for Designated Redevelopment Funds
- C. Clerk Report- City Clerk Kalla Langston will briefly provide an update on the upcoming election.

X. Unfinished Business

- A. Second reading and adoption of Ordinance 2022.04/430- IPMC Adoption Ordinance, International Property Maintenance Code.

XI. New Business

- A. Consider the agreement with the Spicer Group to continue being a member of the Berrien/Cass NPDES MS4 compliance.
- B. First reading and consideration of Ordinance 2022.06/433 Parks Ordinance.
- C. Consider the end of the year budget amendments for FY 2021-2022. The budget amendments for each fund are available on the City website, under "Departments", "Treasurer", "Financial Reports," or at the following link: <https://tinyurl.com/3w9ekbpn>
- D. Closed Session RE Real Property- [if desired to discuss foreclosed properties list in private packet]
 - (a) Enter Closed Session- Consider entering Closed Session pursuant to MCL 15.268 Sec. 8 (1)(d) to consider the potential purchase or lease of real property.
 - (a) Reenter Open Session- Consider reentering Open Session.
 - (C) Action Based on Closed Session- Consider authorizing action based on Closed Session discussions
- E. Streetscape Public Engagement Session- Consider scheduling a public meeting from 5pm-7pm on Monday, August 8, 2022 to allow for a presentation of an initial Streetscape design for downtown Buchanan's 2023/2024 Redesign & Reconstruct project, along with opportunities for public input and comment on the design.

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

- A. WWTP Open House Postponed- Superintendent Housand has asked to postpone the previously scheduled open house for the wastewater treatment plant until further notice due to staff shortages at the plant. Previously scheduled to be held on August 2, 2022, a new date will be announced once a newly vacant position is filled.
- B. Chief of Police Appointment- Manager Grace will announce the formal appointment of the City of Buchanan's new Chief of Police, effective July 1, 2022.

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

XIV. Executive Comments

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

XV. Adjourn



SPECIAL MEETING OF THE BUCHANAN CITY COMMISSION
WEDNESDAY, JUNE 08, 2022 – 6:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

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I. Call to Order

Mayor Denison called the meeting to order at 6:01 P.M.

II. Pledge of Allegiance

Mayor Denison led in the Pledge of Allegiance.

III. Roll Call

Present: Mayor Sean Denison, Mayor Pro Tem Mark Weedon, Commissioner Cameron Downey, Commissioner Larry Money, Commissioner Patrick Swem

Absent: None

City Staff: City Manager; Heather Grace, City Clerk; Kalla Langston, City Attorney; Matt Derby & Mitt Drew

IV. Approve Agenda

Motion made by Weedon, seconded by Downey to approve the presented agenda. Roll call vote carries unanimously.

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

Dan Vigansky- concerned about the BARB Committee.

VI. Unfinished Business

A. DPW report regarding Third Street & DPW Building

Grace and Mayor updated the Commission on Third Street project about getting on the schedule for Sledge and waiting on materials needed for the project.

VII. New Business

A. 1) Closed Session- consider entering Closed Session pursuant to MCL 15.268 Sec. 8(1)(d) & (h) to consider the purchase or lease of real property and to discuss matters subject to attorney-client privilege. Roll call vote carried unanimously.

- B. Motion made by Swem, seconded by Money to enter Closed Session pursuant to MCL 15.268 Sec. 8(1)(d) & (h) to consider the purchase or lease of real property and to discuss matters subject to attorney-client privilege at 6:06 PM.

2) *Open Session*- Consider re-entering Open Session

Motion made by Weedon, seconded by Money to re-enter open session at 7:22 PM. Roll call vote carries unanimously.

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

Motion made by Weedon seconded by Money to authorize the City Administration to any necessary actions pursuant to matter discussed in Closed Session. Roll call vote carries unanimously.

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

None

IX. Executive Comments

A. City Manager Comments

Grace sharing that there is going to be some great sponsorship materials for Thrill on the Hill next week to two weeks. Ticket sales will be forth coming, very excited for the event. For anyone who hasn't seen the concert series event line up to check it out it's fantastic.

Follow up meeting from the mini national park that Murphy had pitched a while ago, is still in the running, no amounts yet for the grant.

The BARB meeting was trying to reschedule, for this month. The treasurer was cut out because the city runs handles the money, there was no need to have a treasurer for that board.

B. Commissioner Comments

Weedon, Main Street Committee is going well as well as the subcommittees. It's a very strong group, starting to pull together a website. It's very exciting to see the progress and constructive criticism. Next year Weedon has suggested a 5K race with the race ending at the hill and they could go down the hill. Different details working out between making it a big event.

Swem, excited to have the meeting scheduled with the new treasurer to talk over the budget.

Downey, building at west wind has been torn down.

Money, come out and celebrate Buchanan High School 100th year. The new sign looks great as well.

C. Mayor Comments

Denison, the parade went great, DPW did a nice job getting everything cleaned up. Wanted to commend Commissioner Money the city needs more people like you. You should be fishing and retired but Money steps up constantly for the community.

X. Adjourn

Motion made by Weedon, seconded by Money to adjourn at 7:30 PM. Roll call vote carries unanimously.

Kalla Langston, City Clerk

Mayor Sean Denison



REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, JUNE 13, 2022 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

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

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I. Call to Order

Mayor Denison called the meeting to order at 7:01 PM.

II. Recognition

None

III. Pledge of Allegiance

Mayor Denison led in the Pledge of Allegiance.

IV. Roll Call

Mayor Sean Denison, Commissioner Cameron Downey, Commissioner Larry Money, Commissioner Patrick Swem, Mayor Pro Tem Mark Weedon arrived at 7:29 PM (due to conflict of schedule)

City Staff: City Manager, Heather Grace; Community Development Director, Rich Murphy; City Clerk, Kalla Langston; City Treasurer, Deborah Perez; Director of Public Services, Mike Baker; Wastewater Superintendent, Bill Housand; Operator in Charge, Scott Desenberg; Acting Chief Harvey Burnett; Director of Public Safety Tim Ganus.

V. Approve Agenda

Motion made by Downey, seconded by Swem to amend the agenda to remove both items 'New Business' and also to update the Consent Agenda at Section C. so that the total amount of expenditures being approved is \$157,365.67. Roll call vote carried unanimously.

Motion made by Downey, seconded by Money to approve the amended agenda. Roll call vote carries unanimously.

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

Dan Vigansky- Concerned about the \$5,000 spending limit for City Manager. Not in support of SMACS raised prices.

Monroe Lemay- \$5,000 limit for City Manager is fine. In support of SMACS, they are involved in the community very much.

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

- A. Consider approving minutes from May 21, 2022, Special Meeting Minutes.
- B. Consider approving minutes from May 23, 2022, Regular Meeting Minutes. (Minutes were amended)
- C. Consider approving expenditures for June 13th, 2022, in the amount of \$157,365.67

Motion made by Downey, seconded by Money to approve the updated Consent Agenda as provided. Roll call: Yes Money, Swem, Denison, Downey. Absent: Weedon.

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

- A. *Lyla Grace Nonprofit Special Liquor License Request*- *A representative of the Lyla Grace nonprofit will present a request to the City Commission seeking permission to apply for a Special Liquor License to host a beer garden at The Common and/or in the City-owned grassy area near Pears Mill during a July 3, 2022 concert. If the Commission approves, a vote is needed to authorize the Police Chief to sign the special liquor license application [*NOTE- Even if approved by the City Commission, the event also requires approval from the Michigan Liquor Control Commission].*

Rick Paniagua gave a presentation to the Commission about the non-profit that he has helped create with Tony Houser and Monroe Lemay. Their mission is to provide funding to the community where funding is not being allocated. This event will be a free event with a suggested donation. The event will have local businesses and bands, this is not a cannabis event. The goal is to raise enough money to put sport court (basketball or pickleball) into one of the city's parks. The beer garden will not be held at the common.

Money asked for them to talk to the local church near there and about double fencing being up.

Motion made by Money, seconded by Swem to approve the Lyla Grace event, as presented, and authorize the Acting Chief of Police to sign the special liquor license application. Roll call vote Yes; Swem, Denison, Downey, Money. Absent: Weedon.

- B. *SMCAS Ambulance Board*- *SMCAS (Southwest Michigan Community Ambulance Service) Director Brian Scribner will present to the Commission regarding an upcoming request for SMCAS funding approvals needed to continue the current provision of ambulance service within the City.*

Brian Scribner was unable to be attend due to being held up at Niles City, in his place was Josh Kay Operations Manager at SMCAS. SMCAS is up for renewal and this year they are asking for an increase. SMCAS is not in poor financial condition, they have gone 25 years without in an increase in their assessment. It's been \$25.00 per year per parcel, the only thing that has changes was last year they included abandoned parcels when it wasn't before. The reason why they are asking for the increase is because the industry is in crisis right now, specifically staffing shortage across the country with EMS and Paramedics. SMACS is only able to pay \$12.56 an hour for employees coming straight from school and internship. The wage comparisons for other ambulance services SMCAS is far behind and that is the main reason for the increase. They also have an aging fleet and fuel costs as well as competition for candidates across the state.

They are asking for a tiered ask with a 5 dollar increase every year for 5 years, capping at \$50.00.

Swem asked about the funding mechanism with other ambulance services as well as the difference between special assessments and milage proposal.

Swem brought up points about neighboring communities with owning multiple parcels. Wanting to make sure we make the right choice for the citizens of Buchanan with it being a heavy increase.

Motion made by Swem, seconded by Money to table this matter until the next meeting providing the breakdown on cost. Roll call vote carried unanimously.

IX. Reports by: Departments, Committees, Boards

A. Buchanan Tree Friends-

1) Richard Martin & Brian Murphy will present information about the tree inventory and management plan sponsored by the DNR, the City of Buchanan & the Masons.

Murphy & Martin presented the tree inventory that was compiled. This tree inventory website will help them maintain the trees and how many needed to plant as well as create diversity among the trees. The tree inventory also helps mitigate risk from trees falling that may cause risk to homes or persons. The inventory has identified 60 trees that need removal or maintenance. Opening the line of communication with the DPW crew and creating a plan for the maintenance and planting of the trees. As well as creating a bigger volunteer base. Martin was able to show the commission how the website worked that showed the inventory and the importance of keeping it updated. The website is Buchananmi.treekeepersoftware.com.

B. Community Development Director Report- Rich Murphy

1) Consideration for Olympian Hannah Roberts Mural Project and Funding Request for \$5,000.00

Murphy is asking for a public art project in honor of Olympian Hannah Roberts. Murphy is seeking \$5,000.00. Murphy has received pledges for the project as well as a location on the Honor Credit Union wall. Murphy has been in discussion with Hannah and her family, and they do love the idea. With lots of moving parts Murphy has secured an artist for the mural. He is asking for the commission's support in this project.

Downey asked what the total cost would be for the project, Murphy has lined up an estimated \$15,000 for the project.

Motion made Swem, seconded by Downey to approve the Hannah Roberts Mural Project and its \$5,000 Funding Request. Roll call vote carried unanimously.

2) Consider Facade Grant for the Buchanan Senior Center at 810 Ryneron St.

Murphy brought the Buchanan Senior Center Façade Grant to the Commission. When Murphy brought the programs forward to the Commission, he did leave a discretionary in certain circumstances that would provide community benefit. The program is considered more for the Downtown/Commercial driving business development downtown. However, the applicant brought it forward to Murphy thinking it would be appropriate for discussion with the Commission.

The tool was created to use for economic growth, Swem asked the Director of the Senior Center (Adam) why he thinks that it fits that program.

Adam stated that the building is a commercial building, and they provide regular patrons services everyday that essential to their physical, social, and mental health. It is also available for community events. This addition on will help provide more services to the community.

Downey asking for clarification on where the addition is being added. The addition is in the East Side of the Building.

Downey asked Murphy what the purpose of the Façade Grant is for.

The primary purpose is to promote historical preservation and continued use and maintenance of commercial and mixed-use buildings in the central building district. It is intended to help property

owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures in ways that match the pleasing aesthetics of our historically significant downtown.

Murphy had anticipated projects like we have tonight, and he wanted to be able to differ to the will of the Commission that they may or may not want to move forward on. There is that discretionary clause because we foresaw discussions like this.

Denison said it does put them in a difficult place, Denison stating he loves the senior center and love the services they provide. But not the idea of the Incentive Program for downtown being used to help rehabilitate the old buildings that are outdated and rundown. The building should meet all the criteria or authorized by the Commission.

Discussion between the Senior Center Members and Commission about the qualifications of the program.

Denison believes that this does not fall under the façade grant vision, that maybe a donation to the senior center would be the better route to go.

Weedon had reservations about setting a precedent that anyone can come to the table. Thank you for what you do for the Senior Center, this is difficult.

No motion was made.

City Treasurer Report

1) Introduction of Deborah Perez, newly appointed City Treasurer.

Grace introduced and welcomed Deborah Perez to the City of Buchanan Team.

2) Consider adding Deborah Perez as an authorized user and signatory to all City of Buchanan banking accounts (Huntington, Honor Credit Union, and United Federal Credit Union).

Motion made by Weedon, seconded by Swem to add Deborah Perez as an authorized user and signatory to all City of Buchanan banking accounts.

3) Fund Balance Report

Grace briefed the Fund balance report to the Commission.

D. Wastewater Department Update

1) Wastewater Superintendent, Bill Housand will give an update on the Wastewater department

Housand gave a review of the year at the new plant.

2) Wastewater Treatment Plant Open House to be held August 1, 2022, from 9 AM- 11 AM , to coincide with a Joint Water/Sewer Board meeting, which will also be held earlier that same morning at the Treatment Plant.

E. Water Department Report-

1) Operator in Charge, Scott Desenberg will give an update on the Water Department.

Desenberg gave a review of the water department in the last year.

2) Consider an updated Water/Sewer Tap Fee rate schedule, if approved the rate schedule will go into effect immediately.

Motion made by Swem, seconded, by Downey to approve the Water/Sewer Tap Fee rate schedule, as presented. Roll call vote carried unanimously.

3) Wellhead Protection Committee- consider approving members to Wellhead Protection Area Committee.

Motion made by Money, seconded by Weedon to appoint the members to the Wellhead Protection Committee as presented. Roll call vote carries unanimously.

F. Buchanan Building Authority, Clerk Kalla Langston

*1) Consider authorizing approval for The Buchanan Building Authority to approve resolution 2022.05/002, a resolution to authorize the issuance of building authority bonds. [*NOTE- This item may end up being recommended to be tabled, depending upon whether we hear back from Andy Campbell in time].*

Motion made by Swem, seconded by Weedon to approve the Buchanan Building Authority to approve resolution 2022.05/002 as presented. Roll call vote carries unanimously.

X. Unfinished Business

A. Reconsideration of Ordinance 2022.03/430- IMPC Adoption Ordinance, Property Maintenance Code. - Reconsider a New First Reading of Ordinance 2022.03/430 [previous review of First Reading did not have all of the 'blanks' filled in yet].

Motion made by Weedon, seconded by Downey to approve the First Reading of Ordinance # 2022.03/430, International Property Maintenance Code adoption, as presented. Roll call vote carries unanimously.

B. Discussion of the recently passed 2022-2023 Budget and scheduling budget amendment work sessions, if desired. -The recently passed FY 2022-2023 Budget is available on the City website at the following link: <https://tinyurl.com/y6uh6tyy>

Special meeting will be held to discuss budget amendments for June 15 at 3:00 PM.

C. Contract Authorizations- Consider authorizing the City Manager to sign the following pending contracts, following the recent review of said contracts by the City Attorneys: (a) Bergmann [architects for the DPW building], (b) AVB [construction managers for the DPW building, and (c) Prein & Newhoff [engineers for the 2023/2024 redesign & reconstruct of Front Street/infrastructure projects].

Motion made by Weedon, seconded by Swem to authorize the City Manager to sign contracts with Bergmann, AVB, and Prein & Newhoff, as per the recommendations of the City Attorneys. Roll call vote carried unanimously.

XI. New Business- Removed from Agenda item A. & B.

A. ~~Moose Parking Lot for Thrill on the Hill~~ -Consider options related to the City potentially utilizing ~~The Moose's~~ parking lot during the Thrill on the Hill.

B. ~~Closed Session RE Real Property~~ [*NOTE This matter might be recommended to be tabled, depending upon availability of information by time of meeting].

~~(a) Enter Closed Session~~ -Consider entering Closed Session pursuant to MCL 15.268 Sec. 8 (1)(d) to consider the potential purchase or lease of real property.

~~(a) Reenter Open Session~~ -Consider reentering Open Session.

~~(C) Action Based on Closed Session~~ -Consider authorizing action based on Closed Session discussions.

XII. Communications *(informational only, formal board action is not necessary for these items, unless so desired)***XIII. Public Comment - Non-Agenda Items Only** *(3-minute limit)*

Norma Ferris had concerns about priorities and has filed a grievance against Comcast for Channel 17. Board member from Senior Center thanked commission for holding to their guns tonight.

XIV. Executive Comments**A. City Manager Comments**

Thanked the public for braving the storm this evening. We addressed some tough issues. The downtown business owners will be receiving a communication for the Police Department informing them about the recent parking fee changes. Also wanted to thank Norma about her efforts with Comcast, we did get a different rep at city hall, they did not fix it, but they are trying.

B. Commissioner Comments

Weedon; Welcomed Deborah Perez

Swem; Welcomed Deborah Perez. We are seeing rate increases industry wide, just talked about this at the landfill. Would like that to be investigated. Second item was to ask who our number 2 in charge of the Main Street Program once Ashley is on leave. Asking about the scheduling of the DPW crew. Had some interesting discussion with Plante Moran to help getting some commissioner committees established. Incredible impressed with the Tree Friends committee and proud to see the willingness for them to work with the city.

Downey; Welcomed Deborah Perez.

Money; Welcomed Deborah Perez. Big thanks to Baker and the DPW crew for all the work they did with the Memorial Day parade. Cemetery and streets were cleaned and looked great. Agreement with Swem about the Tree Friends Committee, truly appreciate all the work they have done. As well as the Senior Center, I hope they understand we as a group must do sometimes.

C. Mayor Comments

Welcome aboard to Deborah Perez. One thing that was brought up was complaints about trash downtown. Baker was able to answer with having someone do a trash run early Saturday morning.

Denison apologized to his fellow Commissioners for letting the meeting get out of hand. He likes the fact that we have back and forth, but let it get out of hand tonight. Thanks to everyone coming out tonight.

XV. Adjourn

Motion made by Weedon, seconded by Downey to adjourn the meeting at 9:44 P.M. Roll call vote carried unanimously.

Kalla Langston, City Clerk

Mayor Sean Denison



SPECIAL MEETING OF THE BUCHANAN CITY COMMISSION
WEDNESDAY, JUNE 15, 2022 – 3:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

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I. Call to Order

Meeting was called to order by Mayor Pro Tem Mark Weedon at 3:06 PM.

II. Roll Call

Present: Mayor Pro Tem Weedon, Commissioner Swem, Commissioner Money

Absent: Commissioner Denison, Commissioner Downey

City Staff: City Manager, Heather Grace; City Clerk, Kalla Langston; City Treasurer, Deborah Perez

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

None

IV. New Business

A. Budget Amendment Work Session

Grace, Swem, Weedon, Money and Perez all discussed different aspects of the budget from wages to different line items from the GL fund.

Weedon had to leave at 3:54 PM due to schedule.

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

None

VI. Adjourn

Meeting was Adjourned at 4:17 PM

Kalla Langston, City Clerk

Mayor Pro Tem Mark Weedon

6/27/22 CC Meeting

Invoices to Note

- **\$16,388.00** – Etna Supply
 - Annual Hosting Fees for Wastewater and Water Department
- **\$5,236.92**- (two invoices combined) Ferguson Waterworks
 - Iron Ductile – Water Main
- **\$10,893.31**– Honor Credit Union
 - City issued CC charges in the month of May 2022 (10 cards)
- **\$21,289.15** – Kotz, Sangster and Wysocki
 - Legal Fees for May 2022
- **\$6,385.00** – MML Workman Comp Fund
- **\$10,690.00** – Placemakers LLC
 - Engagement for vision plan implementation
- **\$17,303.00** – Plante and Moran
 - Governmental Accounting Assistance for May 2022
- **\$260,351.68** – Prein and Newhof (6 invoices)
 - Professional Services related to the Downtown Development Project. Each invoice has more description if that is needed.
- **\$17,700** – United Federal Credit Union
 - 3rd quarter HSA deposit

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN
 EXP CHECK RUN DATES 06/27/2022 - 06/27/2022
 JOURNALIZED
 OPEN

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
061922 24118	AFFORDABLE ASPHALT PAVING ASPHALT STREET REPAIR ON TERRE 202-463.000-782.000	06/20/2022 CBAHAM	06/20/2022	4,900.00 4,900.00	4,900.00	Open	Y 06/20/2022
062022 24098	ANGELA BAGGETT REIMBURSEMENT FOR UNIFORM 101-301.000-768.000	06/15/2022 CBAHAM	06/30/2022	163.22 163.22	163.22	Open	Y 06/20/2022
062122 24156	ASHLEY HANSON JUNE FARMERS MARKET 101-101.000-885.000	06/21/2022 CBAHAM	06/27/2022	680.00 680.00	680.00	Open	Y 06/21/2022
WN02707 24117	AUSRA KUBOTA, INC. WORK ON THE F3990 101-441.000-933.000	05/25/2022 CBAHAM	06/25/2022	2,164.00 2,164.00	2,164.00	Open	Y 06/20/2022
062122 24153	BERRIEN COUNTY TREASURER CITY OF BUCHANAN PARCELS ON COUNTY 101-000.000-618.000 501-000.000-642.000 703-000.000-668.000 703-000.000-668.000 101-864.000-965.016	06/21/2022 CBAHAM	06/27/2022	1,215.32 18.41 254.41 361.46 88.64 492.40	1,215.32	Open	Y 06/21/2022
62022 24095	BETH CHUBB REIMBURSEMENT FOR FARMERS MARKET 101-271.435-756.014	05/23/2022 CBAHAM	06/27/2022	143.12 143.12	143.12	Open	Y 06/20/2022
063022 24097	BUCHANAN DISTRICT LIBRARY CITYS CONTRIBUTION TO LIBRARY FOR 101-101.000-885.000	05/26/2022 CBAHAM	06/30/2022	2,000.00 2,000.00	2,000.00	Open	Y 06/20/2022
022740 24096	BUCHANAN FLORAL CO. HANGING FLORAL BASKETS FOR 101-276.000-932.000	05/31/2022 CBAHAM	06/30/2022	4,101.00 4,101.00	4,101.00	Open	Y 06/20/2022

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
061422-071322 24099	COMCAST BUSINESS MONTHLY BILLING CYCLE 061422-071322 101-276.000-853.000	06/07/2022 CBAHAM	06/28/2022	138.04 138.04	138.04	Open	Y 06/20/2022
060122 24100	COMCAST BUSINESS MONTHLY BILLING CYCLE FOR 060322- 101-336.000-853.000	06/01/2022 CBAHAM	06/22/2022	204.62 204.62	204.62	Open	Y 06/20/2022
060122-2 24101	COMCAST BUSINESS MONTHLY BILLING CYCLE FOR 060622- 501-591.000-853.000	06/01/2022 CBAHAM	06/22/2022	107.35 107.35	107.35	Open	Y 06/20/2022
061222 24166	COMCAST BUSINESS 061622-071522 BILLING CYCLE WW 501-590.000-853.000	06/12/2022 CBAHAM	07/03/2022	236.70 236.70	236.70	Open	Y 06/21/2022
1987 24102	CUSTOM COMPUTER COMPANY LLC FLASH DRIVE AND USB FOR PD, DELL 101-301.000-818.000 101-336.000-818.000	06/10/2022 CBAHAM	07/10/2022	3,199.97 319.98 2,879.99	3,199.97	Open	Y 06/20/2022
1994 24103	CUSTOM COMPUTER COMPANY LLC WILSON - NEW WMPLOYEE - WORK STATION 101-265.000-818.000	06/17/2022 CBAHAM	07/17/2022	2,248.96 2,248.96	2,248.96	Open	Y 06/20/2022
S102488469.013 24106	ETNA SUPPLY CO. ANNUAL HOSTING FEES - YEAR 4 501-591.000-818.000 501-590.000-818.000	05/10/2022 CBAHAM	06/10/2022	16,388.00 8,194.00 8,194.00	16,388.00	Open	Y 06/20/2022
S104569131.001 24107	ETNA SUPPLY CO. QTY 2 SMITHBLR 226 REP CLMP 501-591.000-938.000	06/07/2022 CBAHAM	06/25/2022	500.00 500.00	500.00	Open	Y 06/20/2022
S104570442.001 24108	ETNA SUPPLY CO. SMITHBLR 226 REP CLMP QTY 1 501-591.000-938.000	05/24/2022 CBAHAM	06/25/2022	288.00 288.00	288.00	Open	Y 06/20/2022

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S104579048.001 24109	ETNA SUPPLY CO. SMARTPOINT METER TRANSCEIVER UNIT 501-591.000-937.000	05/27/2022 CBAHAM	06/25/2022	2,118.47 2,118.47	2,118.47	Open	Y 06/20/2022
810002044 24104	EUROFINS EATON ANALYTICAL. ANALYSIS FOR COMPLIANCE SAMPLES 501-591.000-818.000 CONTRACTUAL	06/17/2022 CBAHAM	07/17/2022	280.00 280.00	280.00	Open	Y 06/20/2022
810020593 24105	EUROFINS EATON ANALYTICAL. ANLYSIS FOR COMPLIANCE SAMPLES FOR 501-591.000-818.000 CONTRACTUAL	06/17/2022 CBAHAM	07/17/2022	350.00 350.00	350.00	Open	Y 06/20/2022
1027 24167	EXEMPLAR IT SOLUTIONS LABOR FOR INSTALLATION OF DOWNTOWN 101-265.000-818.000 CONTRACTUAL	06/20/2022 CBAHAM	07/05/2022	129.25 129.25	129.25	Open	Y 06/21/2022
02578349 24111	FERGUSON WATERWORKS #1934 DUCTILE IRON WATER MAIN PIPES 501-591.000-937.000 METERS - HYDRANTS - FITTINGS	06/01/2022 CBAHAM	06/30/2022	2,742.30 2,742.30	2,742.30	Open	Y 06/20/2022
0278349-1 24112	FERGUSON WATERWORKS #1934 DUCTILE IRON WATER MAIN - PIPES - 501-591.000-937.000 METERS - HYDRANTS - FITTINGS	06/01/2022 CBAHAM	06/30/2022	2,494.62 2,494.62	2,494.62	Open	Y 06/20/2022
18823 24145	GENE WESNER AUTOMOTIVE, INC. REPAIR REPLACE TIRE, OIL CHANGE AND 101-301.000-939.000 MAINTENANCE - VEHICLE	06/09/2022 CBAHAM	07/09/2022	303.35 303.35	303.35	Open	Y 06/20/2022
08945 24146	GENE WESNER AUTOMOTIVE, INC. REPAIR BACK UP ALARM ON ENGINE 4620 101-336.000-939.000 MAINTENANCE - VEHICLE	06/13/2022 CBAHAM	07/13/2022	57.61 57.61	57.61	Open	Y 06/20/2022
POWERS 24170	HONOR CREDIT UNION MAY 2022 CC CHARGES - POWERS (AT&T 101-441.000-939.000 MAINTENANCE - VEHICLE 101-276.000-939.000 MAINTENANCE - VEHICLE 501-590.000-939.000 MAINTENANCE - VEHICLE	06/21/2022 CBAHAM	06/28/2022	993.96 97.65 41.85 27.90	993.96	Open	Y 06/21/2022

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	GL Distribution						
	501-591.000-939.000	MAINTENANCE - VEHICLE		27.90			
	101-172.000-818.000	CONTRACTUAL		59.12			
	101-172.000-818.000	CONTRACTUAL		95.79			
	101-215.000-818.000	CONTRACTUAL		90.80			
	101-265.000-853.000	TELEPHONE, INTERNET, CABLE		77.48			
	101-371.001-853.000	TELEPHONE, INTERNET, CABLE		63.30			
	101-276.000-853.000	TELEPHONE, INTERNET, CABLE		51.21			
	101-441.000-853.000	TELEPHONE, INTERNET, CABLE		51.21			
	501-591.000-853.000	TELEPHONE, INTERNET, CABLE		51.21			
	101-265.000-853.000	TELEPHONE, INTERNET, CABLE		37.44			
	101-101.000-818.000	CONTRACTUAL		221.10			
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WALL 24171	HONOR CREDIT UNION MAY 2022 CC CHARGES - WALL 2911	06/21/2022 CBAHAM	06/28/2022	1,514.05	1,514.05	Open	Y 06/21/2022
	101-441.000-933.000	MAINTENANCE - EQUIPMENT		332.40			
	701-000.000-250.076	RAD		10.95			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		52.78			
	101-276.000-934.000	MAINT. - OFFICE EQUIPMENT		63.90			
	101-101.000-861.000	REDBUD CITY CENTER PROJECT		89.39			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		13.98			
	101-265.000-931.000	MAINTENANCE-BUILDINGS		17.06			
	101-172.000-818.000	CONTRACTUAL		10.00			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		52.23			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		38.35			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		9.99			
	101-253.000-728.000	OFFICE SUPPLIES		25.96			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		98.98			
	101-101.000-861.000	REDBUD CITY CENTER PROJECT		21.58			
	101-101.000-861.000	REDBUD CITY CENTER PROJECT		28.06			
	101-101.000-861.000	REDBUD CITY CENTER PROJECT		10.07			
	101-265.000-931.000	MAINTENANCE-BUILDINGS		42.40			
	101-101.000-861.000	REDBUD CITY CENTER PROJECT		108.52			
	101-101.000-861.000	REDBUD CITY CENTER PROJECT		452.46			
	101-101.000-861.000	REDBUD CITY CENTER PROJECT		34.99			
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GANUS 24172	HONOR CREDIT UNION MAY 2022 CC CHARGES	06/21/2022 CBAHAM	06/28/2022	426.25	426.25	Open	Y 06/21/2022
	101-371.001-914.000	MEDICAL MARIHUANA		40.00			
	101-301.000-826.000	LEGAL FEES		386.25			

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MONDSCHHEIN							
24173	HONOR CREDIT UNION MAY 2022 CC CHARGES 107-482.000-728.000	06/21/2022 CBAHAM	06/28/2022	314.48	314.48	Open	Y 06/21/2022
	107-482.000-728.000	OFFICE SUPPLIES		34.93			
	107-482.000-728.000	OFFICE SUPPLIES		14.83			
	501-591.000-728.000	OFFICE SUPPLIES		21.15			
	501-591.000-728.000	OFFICE SUPPLIES		34.97			
	107-482.000-728.000	OFFICE SUPPLIES		199.62			
	501-591.000-728.000	OFFICE SUPPLIES		8.98			
BAKER							
24174	HONOR CREDIT UNION MAY 2022 CC CHARGES 101-441.000-939.000	06/21/2022 CBAHAM	06/28/2022	100.00	100.00	Open	Y 06/21/2022
	101-441.000-939.000	MAINTENANCE - VEHICLE		100.00			
GUY							
24175	HONOR CREDIT UNION MAY 2022 CC CHARGES 101-371.001-831.000	06/21/2022 CBAHAM	06/28/2022	480.90	480.90	Open	Y 06/21/2022
	101-371.001-831.000	MEMBERSHIP AND DUES		480.90			
REGAL							
24176	HONOR CREDIT UNION MAY 2022 CC CHARGES 101-172.000-864.000	06/21/2022 CBAHAM	06/28/2022	644.12	644.12	Open	Y 06/21/2022
	101-172.000-864.000	CONFERENCES AND WORKSHOP		299.00			
	101-172.000-864.000	CONFERENCES AND WORKSHOP		142.24			
	101-101.000-885.000	PUBLIC RELATIONS		11.00			
	101-101.000-885.000	PUBLIC RELATIONS		191.88			
BAHAM							
24177	HONOR CREDIT UNION MAY 2022 CC CHARGES 101-253.000-730.000	06/21/2022 CBAHAM	06/28/2022	1,629.20	1,629.20	Open	Y 06/21/2022
	101-253.000-730.000	POSTAGE		362.92			
	101-265.000-818.000	CONTRACTUAL		14.99			
	101-191.000-728.000	OFFICE SUPPLIES- POSTAGE		408.00			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		83.30			
	101-101.000-861.000	REDBUD CITY CENTER PROJECT		759.99			
MURPHY							
24178	HONOR CREDIT UNION MAY 2022 CC CHARGES 101-172.000-818.000	06/21/2022 CBAHAM	06/28/2022	404.74	404.74	Open	Y 06/21/2022
	101-172.000-818.000	CONTRACTUAL		15.89			
	101-172.000-873.000	TRAVEL & CAR ALLOWANCE		377.11			
	107-435.000-762.000	WEBSITE		11.74			

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GRACE 24180	HONOR CREDIT UNION MAY 2022 CC CHARGES	05/31/2022 CBAHAM	06/28/2022	4,385.61	4,385.61	Open	Y 06/22/2022
	101-101.000-885.000	PUBLIC RELATIONS		360.00			
	101-101.000-885.000	PUBLIC RELATIONS		38.93			
	101-265.000-818.000	CONTRACTUAL		230.00			
	101-265.000-818.000	CONTRACTUAL		337.50			
	101-172.000-873.000	TRAVEL & CAR ALLOWANCE		1.00			
	101-265.000-818.000	CONTRACTUAL		20.00			
	101-265.000-818.000	CONTRACTUAL		30.00			
	101-172.000-873.000	TRAVEL & CAR ALLOWANCE		150.00			
	101-172.000-818.000	CONTRACTUAL		15.89			
	101-101.000-885.000	PUBLIC RELATIONS		400.00			
	101-172.000-873.000	TRAVEL & CAR ALLOWANCE		1.00			
	101-172.000-728.000	OFFICE SUPPLIES		32.99			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		2,273.11			
	101-172.000-873.000	TRAVEL & CAR ALLOWANCE		37.98			
	101-101.000-885.000	PUBLIC RELATIONS		9.31			
	101-172.000-873.000	TRAVEL & CAR ALLOWANCE		336.31			
	101-172.000-873.000	TRAVEL & CAR ALLOWANCE		89.60			
	101-101.000-885.000	PUBLIC RELATIONS		11.99			
	101-101.000-885.000	PUBLIC RELATIONS		10.00			
PSI-0298085 24169	HULL LIFT TRUCK SERVICE AND SAFETY INSPECTION FOR	05/31/2022 CBAHAM	06/10/2022	346.79	346.79	Open	Y 06/21/2022
	101-276.000-939.000	MAINTENANCE - VEHICLE		346.79			
060322 24115	INDIANA MICHIGAN POWER COMPANY MONTHLY CONSOLIDATED BILL	06/03/2022 CBAHAM	07/06/2022	3,795.95	3,795.95	Open	Y 06/20/2022
	101-441.000-926.000	STREET LIGHTING		310.88			
	202-474.000-921.000	UTILITIES		88.47			
	501-590.000-921.000	UTILITIES		603.58			
	501-591.000-921.000	UTILITIES		326.96			
	101-336.000-921.000	UTILITIES		216.86			
	101-265.000-921.000	UTILITIES		1,140.79			
	101-301.000-921.000	UTILITIES		247.47			
	101-371.001-921.000	UTILITIES		219.26			
	101-441.000-921.000	UTILITIES		641.68			

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13029 24110	JAMES P. ENRIGHT RESEARCH, MEETING WITH EGLE, 101-172.000-826.000 LEGAL FEES	06/10/2022 CBAHAM	07/10/2022	1,795.50 1,795.50	1,795.50	Open	Y 06/20/2022
061622 24113	JERRY FLENAR BOY SCOUT TROOP TRAIL PROJECT 103-000.000-970.031 TRAIL GRANT EXPENDITURES	06/16/2022 CBAHAM	06/30/2022	400.00 400.00	400.00	Open	Y 06/20/2022
531127 24116	KOTZ, SANGSTER, WYSOCKI LEGAL FEES - MAY 2022 101-172.000-826.000 LEGAL FEES 101-101.000-826.000 LEGAL FEES	06/17/2022 CBAHAM	07/17/2022	21,289.15 10,644.57 10,644.58	21,289.15	Open	Y 06/20/2022
062122 24154	LANGSTON KALLA TRAVEL EXPENSES FOR MEETINGS 101-215.000-873.000 TRAVEL & CAR ALLOWANCE	06/21/2022 CBAHAM	06/27/2022	52.70 52.70	52.70	Open	Y 06/21/2022
1461294 24147	LEADER PUBLICATIONS LLC ELECTION NOTICE- REGISTRATION 101-215.000-903.000 LEGAL NOTICES & RECORDINGS	06/13/2022 CBAHAM	07/13/2022	67.86 67.86	67.86	Open	Y 06/20/2022
01997 24149	LOWE'S SPINDLES FOR BAITEN MILL DECK 103-000.000-970.031 TRAIL GRANT EXPENDITURES	06/20/2022 CBAHAM	06/20/2022	56.64 56.64	56.64	Open	Y 06/20/2022
6633206 24150	MICHIGAN MUNICIPAL WC FUND POLICY PREMIUM 7/1/22-7/1/23 101-441.000-715.000 501-590.000-715.000 101-336.000-715.000 101-301.000-715.000 101-101.000-715.000 101-756.000-715.000 101-301.000-706.001 101-172.000-715.000 101-215.000-715.000 101-253.000-715.000 101-371.001-715.000	05/16/2022 CBAHAM	06/15/2022	6,385.00 377.34 1,094.39 528.04 595.72 78.54 1,568.79 11.49 68.96 19.16 37.66 25.54	6,385.00	Open	Y 06/20/2022

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	GL Distribution						
	101-209.000-715.000			19.16			
	202-463.000-715.000			427.80			
	202-468.000-715.000			86.20			
	202-469.000-715.000			127.70			
	202-474.000-715.000			127.70			
	202-478.000-715.000			236.25			
	203-463.000-715.000			399.06			
	203-469.000-715.000			150.05			
	203-474.000-715.000			127.70			
	203-474.000-715.000			150.05			
	203-478.000-715.000			127.70			
32228582							
24120	MID-STATES BOLT & SCREW CO.	05/27/2022	06/27/2022	17.40	17.40	Open	Y
	BOLTS FOR SWEEPER	CBAHAM					06/20/2022
	101-441.000-933.000	MAINTENANCE - EQUIPMENT		17.40			
58835							
24119	MILESTONE CONTRACTORS NORTH, INC	05/23/2022	06/23/2022	1,267.50	1,267.50	Open	Y
	COLD PATCH	CBAHAM					06/20/2022
	202-463.000-782.000	ROAD MAIN. MATERIAL & SUPPLIES		1,267.50			
2635920							
24125	NALCO CROSSBOW WATER	05/19/2022	06/19/2022	414.52	414.52	Open	Y
	DEIONIZED WATER CARTRIDGES	CBAHAM					06/20/2022
	501-590.000-757.000	LAB SUPPLIES		414.52			
471516							
24124	NORTH CENTRAL LABORATORIES	06/02/2022	06/02/2022	217.73	217.73	Open	Y
	TNT832 & TNT 844	CBAHAM					06/20/2022
	501-590.000-757.000	LAB SUPPLIES		217.73			
13964							
24122	NORTH SHORE ANALYTICAL	06/15/2022	06/30/2022	175.00	175.00	Open	Y
	MERCURY ANALYSIS	CBAHAM					06/20/2022
	501-590.000-818.000	CONTRACTUAL		175.00			
20312							
24126	OSCAR PRINTING	05/21/2022	06/21/2022	572.40	572.40	Open	Y
	400 NOTICE OF VIOLATIONS FOR CODE	CBAHAM					06/20/2022
	101-301.000-756.000	MISCELLANEOUS SUPPLIES		572.40			
10185							
24123	OUDBIER INSTRUMENT	05/26/2022	06/26/2022	1,095.20	1,095.20	Open	Y
	INFLUENT AND EFFLUENT METER	CBAHAM					06/20/2022
	501-590.000-933.000	MAINTENANCE - EQUIPMENT		1,095.20			

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7802 24127	PAM'S SIGNS 8 NO U-TURN SIGNS 202-463.000-756.000	06/02/2022 CBAHAM	07/02/2022	520.00 520.00	520.00	Open	Y 06/20/2022
7807 24152	PAM'S SIGNS 4 SLOW CHILDREN AT PLAY SIGNS 202-474.000-756.000	06/20/2022 CBAHAM	06/20/2022	260.00 260.00	260.00	Open	Y 06/20/2022
62723 24165	PARRETT COMPANY CONTRACT AGREEMENT 101-265.000-818.000	01/19/2022 CBAHAM	02/19/2022	110.00 110.00	110.00	Open	Y 06/21/2022
220523 24148	PLACEMAKERS, LLC ENGAGEMENT FOR VISION PLAN 101-101.000-857.000	05/23/2022 CBAHAM	06/22/2022	10,690.00 10,690.00	10,690.00	Open	Y 06/20/2022
2155936 24129	PLANTE & MORAN MAY 2022 - GOVERNMENTAL ACCOUNTING 101-265.000-818.000	05/31/2022 CBAHAM	06/30/2022	17,303.00 17,303.00	17,303.00	Open	Y 06/20/2022
65461 24157	PREIN & NEWHOF DOWNTOWN INFRASTRUCTURE 101-265.000-818.000	01/11/2022 CBAHAM	02/11/2022	33,961.60 33,961.60	33,961.60	Open	Y 06/21/2022
65824 24158	PREIN & NEWHOF PROFESIONAL SERVICES RELATED TO 101-265.000-818.000	02/07/2022 CBAHAM	03/07/2022	42,521.88 42,521.88	42,521.88	Open	Y 06/21/2022
66227 24159	PREIN & NEWHOF UNDERGROUND UTILITY DATA 101-265.000-818.000	03/03/2022 CBAHAM	04/03/2022	44,162.68 44,162.68	44,162.68	Open	Y 06/21/2022
67024 24160	PREIN & NEWHOF STREETSCAPE MEETINGS. MEETING WITH 101-265.000-818.000	04/07/2022 CBAHAM	05/07/2022	54,112.97 54,112.97	54,112.97	Open	Y 06/21/2022

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67251 24161	PREIN & NEWHOF PROFESSIONAL SERVICES RELATED TO 101-265.000-818.000	05/05/2022 CBAHAM CONTRACTUAL	06/05/2022	48,321.85 48,321.85	48,321.85	Open	Y 06/21/2022
67844 24162	PREIN & NEWHOF PROFESSIONAL SERVICES RELATED TO ON 101-265.000-818.000	06/02/2022 CBAHAM CONTRACTUAL	07/02/2022	37,270.70 37,270.70	37,270.70	Open	Y 06/21/2022
17327 24128	PRI MANAGEMENT GROUP REGISTRATION FOR DIANA SELIR TO 101-301.000-960.000	06/16/2022 CBAHAM EDUCATION AND TRAINING	06/16/2022	259.00 259.00	259.00	Open	Y 06/20/2022
29275 24130	PRIDE THE PORTABLE TOILET TOILET RENTALS - BAOT LAUNCH, 101-756.000-818.000	06/12/2022 CBAHAM CONTRACTUAL	06/12/2022	1,200.00 1,200.00	1,200.00	Open	Y 06/20/2022
061322 24121	RICHARD MANN REIMBURSEMENT FOR TRAVEL EXPENSES 101-301.000-873.000	06/13/2022 CBAHAM TRAVEL & CAR ALLOWANCE	06/13/2022	132.47 132.47	132.47	Open	Y 06/20/2022
663568 24131	RIDGE NAPA AUTO PARTS STARTER FOR 2008 FORD F250 101-441.000-939.000	06/07/2022 CBAHAM MAINTENANCE - VEHICLE	07/07/2022	148.19 148.19	148.19	Open	Y 06/20/2022
1483 24133	RIGHT WAY CONTROL SERVICES SEASONAL WEED CONTROL 501-590.000-818.000	06/10/2022 CBAHAM CONTRACTUAL	07/10/2022	1,590.00 1,590.00	1,590.00	Open	Y 06/20/2022
6 24134	RMC PROPERTIES LLC JUNE 2022 LEASE PAYMENT 101-441.000-818.000	06/13/2022 CBAHAM CONTRACTUAL	06/13/2022	5,000.00 5,000.00	5,000.00	Open	Y 06/20/2022
203563C 24135	ROSE PEST SOLUTIONS PEST CONTROL FOR MAY 2022 - CITY 101-265.000-818.000	05/31/2022 CBAHAM CONTRACTUAL	05/31/2022	166.00 166.00	166.00	Open	Y 06/20/2022

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 EXP CHECK RUN DATES 06/27/2022 - 06/27/2022
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
3162 24132	RUBICON COMPUTERS USB A/B CABLE FOR WORKING WITH NEW 501-591.000-962.000 MISCELLANEOUS	06/13/2022 CBAHAM	06/13/2022	14.95 14.95	14.95	Open	Y 06/20/2022
060122 24138	SEMCO ENERGY GAS COMPANY GAS USAGE FOR THE MONTH 101-301.000-921.000 UTILITIES 101-336.000-921.000 UTILITIES 101-265.000-921.000 UTILITIES 501-590.000-921.000 UTILITIES 101-269.000-921.000 UTILITIES 101-265.000-921.000 UTILITIES 501-591.000-921.000 UTILITIES	06/08/2022 CBAHAM	06/29/2022	1,122.78 397.00 89.25 224.60 322.93 33.73 16.79 38.48	1,122.78	Open	Y 06/20/2022
800004709 24136	SPECTRUM HEALTH LAKELAND MEDICAL EXAM FOR OFC. LEONARD FOR 101-301.000-818.000 CONTRACTUAL	06/05/2022 CBAHAM	06/25/2022	48.00 48.00	48.00	Open	Y 06/20/2022
19487.2 24151	STAR UNIFORM 25 POLICE BASEBALL UNIFORM CAPS 101-301.000-818.002 RESERVE TRAINING 101-301.000-769.000 UNIFORM CLEANING	06/13/2022 CBAHAM	06/20/2022	318.95 300.00 18.95	318.95	Open	Y 06/20/2022
551-601809 24137	STATE OF MICHIGAN LEIN TOKEN FOR 4/1/22- 6/30/22 101-301.000-818.000 CONTRACTUAL	06/08/2022 CBAHAM	09/06/2022	33.00 33.00	33.00	Open	Y 06/20/2022
635109 24139	TEPE SANITARY SUPPLY US 31 SUPPLY LIGHTS FOR CITY 101-101.000-861.000 REDBUD CITY CENTER PROJECT	06/07/2022 CBAHAM	07/07/2022	740.95 740.95	740.95	Open	Y 06/20/2022
062022 24155	THE UPS STORE STATEMENT FOR WASTEWATER 501-590.000-756.000 MISCELLANEOUS SUPPLIES	06/20/2022 CBAHAM	06/27/2022	119.46 119.46	119.46	Open	Y 06/21/2022
061422 24114	TIM GANUS PETTY CASH FOR POLICE DEPARTMENT	06/16/2022 CBAHAM	06/30/2022	44.85	44.85	Open	Y 06/20/2022

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	101-301.000-728.000	OFFICE SUPPLIES		44.85			
070122							
24179	UNITED FEDERAL CREDIT UNION	07/01/2022	07/01/2022	17,700.00	17,700.00	Open	Y
	HSA QUARTERLY DEPOSIT - JULY 1ST	CBAHAM					06/21/2022
	101-172.000-715.000	FRINGE BENEFITS		1,960.00			
	101-191.000-715.000	FRINGE BENEFITS		4.00			
	101-215.000-715.000	FRINGE BENEFITS		12.00			
	101-253.000-715.000	FRINGE BENEFITS		497.00			
	101-301.000-715.000	FRINGE BENEFITS		5,608.20			
	101-441.000-715.000	FRINGE BENEFITS		174.55			
	202-463.000-715.000	FRINGE BENEFITS		340.10			
	202-468.000-715.000	FRINGE BENEFITS		86.46			
	202-469.000-715.000	FRINGE BENEFITS		128.46			
	202-474.000-715.000	FRINGE BENEFITS		128.46			
	202-478.000-715.000	FRINGE BENEFITS		190.64			
	202-482.000-715.000	FRINGE BENEFITS		462.00			
	203-463.000-715.000	FRINGE BENEFITS		340.10			
	203-468.000-715.000	FRINGE BENEFITS		128.46			
	203-469.000-715.000	FRINGE BENEFITS		107.46			
	203-474.000-715.000	FRINGE BENEFITS		107.46			
	203-478.000-715.000	FRINGE BENEFITS		106.64			
	203-482.000-715.000	FRINGE BENEFITS		462.00			
	501-590.000-715.000	FRINGE BENEFITS		3,184.50			
	501-591.000-715.000	FRINGE BENEFITS		3,671.51			
015018							
24140	USA BLUE BOOK	06/16/2022	07/17/2022	1,158.43	1,158.43	Open	Y
	LAB SUPPLIES TNT844, TNT 822, TNT	CBAHAM					06/20/2022
	501-590.000-757.000	LAB SUPPLIES		1,158.43			
10182							
24141	USA BLUE BOOK	06/13/2022	07/13/2022	233.69	233.69	Open	Y
	LED WORKING LIGHT FOR NIGHTTIME	CBAHAM					06/20/2022
	501-591.000-962.000	MISCELLANEOUS		233.69			
10337							
24142	USA BLUE BOOK	06/13/2022	07/13/2022	525.90	525.90	Open	Y
	2 PORTABLE "MEN WORKING" SIGNS	CBAHAM					06/20/2022
	501-591.000-962.000	MISCELLANEOUS		525.90			
9908492562							
24168	VERIZON WIRELESS	06/20/2022	07/02/2022	160.14	160.14	Open	Y
	AIR CARDS (X4) FOR PATROL VEHICLES	CBAHAM					06/21/2022
	101-301.000-818.000	CONTRACTUAL		160.14			

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN
 EXP CHECK RUN DATES 06/27/2022 - 06/27/2022
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
1025-F221197							
24164	VFP FIRE SYSTEM	06/15/2022	07/15/2022	325.00	325.00	Open	Y
	ANNUAL SPRINKLER INSPECTION	CBAHAM					06/21/2022
	101-265.000-931.000	MAINTENANCE-BUILDINGS		325.00			
27664							
24143	WEST SHORE FIRE SERVICES, INC.	06/15/2022	07/15/2022	225.50	225.50	Open	Y
	QUARTERLY AIR SAMPLE DRAW FOR SCBA	CBAHAM					06/20/2022
	101-336.000-962.000	MISCELLANEOUS		225.50			
219714							
24144	WINDEMULLER ELECTRIC	04/28/2022	05/28/2022	200.00	200.00	Open	Y
	RAS PUMP CONTROL ADJUSTMENT	CBAHAM					06/20/2022
	501-590.000-933.000	MAINTENANCE - EQUIPMENT		200.00			
# of Invoices:	85	# Due:	85	Totals:	416,698.49	416,698.49	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					416,698.49	416,698.49	

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
	101 - GENERAL			363,016.07	363,016.07		
	103 - CAPITAL PROJECTS			456.64	456.64		
	107 - DOWNTOWN DEVELOPMENT FUND			261.12	261.12		
	202 - MAJOR STREETS			9,377.74	9,377.74		
	203 - LOCAL STREETS			2,206.68	2,206.68		
	501 - W & S MAINTENANCE & OPERATIC			40,919.19	40,919.19		
	701 - TRUST AND AGENCY			10.95	10.95		
	703 - TAXES			450.10	450.10		
--- TOTALS BY DEPT/ACTIVITY ---							
	000.000 -			1,190.51	1,190.51		
	101.000 - CITY COMMISSION			27,593.34	27,593.34		
	172.000 - CITY MANAGER			16,132.95	16,132.95		
	191.000 - ELECTIONS			412.00	412.00		
	209.000 - ASSESSOR			19.16	19.16		
	215.000 - CITY CLERK			242.52	242.52		
	253.000 - TREASURER			923.54	923.54		
	265.000 - BUILDING AND GROUNDS			285,445.66	285,445.66		
	269.000 - RENTAL PROPERTY			33.73	33.73		
	271.435 - FARMERS' MARKET			143.12	143.12		
	276.000 - CEMETERY			4,742.79	4,742.79		
	301.000 - POLICE			9,601.49	9,601.49		
	336.000 - FIRE DEPARTMENT			4,201.87	4,201.87		
	371.001 - BUILDING INSPECTOR			829.00	829.00		
	435.000 - FARMERS' MARKET			11.74	11.74		
	441.000 - DEPARTMENT OF PUBLIC WOR			9,415.30	9,415.30		
	463.000 - ROUTINE STREET MAINTENAN			8,194.56	8,194.56		
	468.000 - TREE & SHRUB MAINTENANCE			301.12	301.12		
	469.000 - DRAINAGE			513.67	513.67		
	474.000 - TRAFFIC SERVICES - MAINT			989.84	989.84		
	478.000 - WINTER MAINTENANCE			661.23	661.23		
	482.000 - ADMIN. & RECORD KEEPING			1,173.38	1,173.38		
	590.000 - SEWER MAINTENANCE & OPER			18,634.34	18,634.34		
	591.000 - WATER MAINTENANCE & OPER			22,030.44	22,030.44		
	756.000 - BUCHANAN AREA RECREATION			2,768.79	2,768.79		
	864.000 - MISCELLANEOUS COSTS/TRAN			492.40	492.40		

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL							
Dept 000.000							
101-000.000-618.000	ADMINISTRATION FEE - TAXES	BERRIEN COUNTY TREASUR	CITY OF BUCHANAN PARCELS ON COUNTY	062122	06/27/22	18.41	
						18.41	
Total For Dept 000.000						18.41	
Dept 101.000 CITY COMMISSION							
101-101.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	78.54	
101-101.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	MAY 2022 CC CHARGES - POWERS (AT&T	POWERS	06/28/22	221.10	
101-101.000-826.000	LEGAL FEES	KOTZ, SANGSTER, WYSOCK	LEGAL FEES - MAY 2022	531127	07/17/22	10,644.58	
101-101.000-857.000	GRANTS & SPECIAL PROJECTS	PLACEMAKERS, LLC	ENGAGEMENT FOR VISION PLAN IMPLEMEN	220523	06/22/22	10,690.00	
101-101.000-861.000	REDBUD CITY CENTER PROJECT	HONOR CREDIT UNION	MAY 2022 CC CHARGES - WALL 2911	WALL	06/28/22	745.07	
101-101.000-861.000	REDBUD CITY CENTER PROJECT	HONOR CREDIT UNION	MAY 2022 CC CHARGES	BAHAM	06/28/22	759.99	
101-101.000-861.000	REDBUD CITY CENTER PROJECT	TEPE SANITARY SUPPLY	US 31 SUPPLY LIGHTS FOR CITY CENTER	635109	07/07/22	740.95	
101-101.000-885.000	PUBLIC RELATIONS	ASHLEY HANSON	JUNE FARMERS MARKET	062122	06/27/22	680.00	
101-101.000-885.000	PUBLIC RELATIONS	BUCHANAN DISTRICT LIBR	CITYS CONTRIBUTION TO LIBRARY FOR P	063022	06/30/22	2,000.00	
101-101.000-885.000	PUBLIC RELATIONS	HONOR CREDIT UNION	MAY 2022 CC CHARGES	REGAL	06/28/22	202.88	
101-101.000-885.000	PUBLIC RELATIONS	HONOR CREDIT UNION	MAY 2022 CC CHARGES	GRACE	06/28/22	830.23	
						27,593.34	
Total For Dept 101.000 CITY COMMISSION						27,593.34	
Dept 172.000 CITY MANAGER							
101-172.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	68.96	
101-172.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20	070122	07/01/22	1,960.00	
101-172.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	MAY 2022 CC CHARGES	GRACE	06/28/22	32.99	
101-172.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	MAY 2022 CC CHARGES - POWERS (AT&T	POWERS	06/28/22	154.91	
101-172.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	MAY 2022 CC CHARGES - WALL 2911	WALL	06/28/22	10.00	
101-172.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	MAY 2022 CC CHARGES	MURPHY	06/28/22	15.89	
101-172.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	MAY 2022 CC CHARGES	GRACE	06/28/22	15.89	
101-172.000-826.000	LEGAL FEES	JAMES P. ENRIGHT	RESEARCH, MEETING WITH EGLE, BACKGR	13029	07/10/22	1,795.50	
101-172.000-826.000	LEGAL FEES	KOTZ, SANGSTER, WYSOCK	LEGAL FEES - MAY 2022	531127	07/17/22	10,644.57	
101-172.000-864.000	CONFERENCES AND WORKSHOP	HONOR CREDIT UNION	MAY 2022 CC CHARGES	REGAL	06/28/22	441.24	
101-172.000-873.000	TRAVEL & CAR ALLOWANCE	HONOR CREDIT UNION	MAY 2022 CC CHARGES	MURPHY	06/28/22	377.11	
101-172.000-873.000	TRAVEL & CAR ALLOWANCE	HONOR CREDIT UNION	MAY 2022 CC CHARGES	GRACE	06/28/22	615.89	
						16,132.95	
Total For Dept 172.000 CITY MANAGER						16,132.95	
Dept 191.000 ELECTIONS							
101-191.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20	070122	07/01/22	4.00	
101-191.000-728.000	OFFICE SUPPLIES- POSTAGE	HONOR CREDIT UNION	MAY 2022 CC CHARGES	BAHAM	06/28/22	408.00	
						412.00	
Total For Dept 191.000 ELECTIONS						412.00	
Dept 209.000 ASSESSOR							
101-209.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	19.16	
						19.16	
Total For Dept 209.000 ASSESSOR						19.16	
Dept 215.000 CITY CLERK							
101-215.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	19.16	
101-215.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20	070122	07/01/22	12.00	
101-215.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	MAY 2022 CC CHARGES - POWERS (AT&T	POWERS	06/28/22	90.80	
101-215.000-873.000	TRAVEL & CAR ALLOWANCE	LANGSTON KALLA	TRAVEL EXPENSES FOR MEETINGS	062122	06/27/22	52.70	
101-215.000-903.000	LEGAL NOTICES & RECORDINGS	LEADER PUBLICATIONS LL	ELECTION NOTICE- REGISTRATION	1461294	07/13/22	67.86	
						242.52	
Total For Dept 215.000 CITY CLERK						242.52	
Dept 253.000 TREASURER							
101-253.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	37.66	
101-253.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20	070122	07/01/22	497.00	
101-253.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	MAY 2022 CC CHARGES - WALL 2911	WALL	06/28/22	25.96	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL							
Dept 253.000 TREASURER							
101-253.000-730.000	POSTAGE	HONOR CREDIT UNION	MAY 2022 CC CHARGES	BAHAM	06/28/22	362.92	
						Total For Dept 253.000 TREASURER	923.54
Dept 265.000 BUILDING AND GROUNDS							
101-265.000-756.000	MISCELLANEOUS SUPPLIES	HONOR CREDIT UNION	MAY 2022 CC CHARGES - WALL 2911	WALL	06/28/22	266.31	
101-265.000-756.000	MISCELLANEOUS SUPPLIES	HONOR CREDIT UNION	MAY 2022 CC CHARGES	BAHAM	06/28/22	83.30	
101-265.000-756.000	MISCELLANEOUS SUPPLIES	HONOR CREDIT UNION	MAY 2022 CC CHARGES	GRACE	06/28/22	2,273.11	
101-265.000-818.000	CONTRACTUAL	CUSTOM COMPUTER COMPAN	WILSON - NEW WMPLOYEE - WORK STATION	1994	07/17/22	2,248.96	
101-265.000-818.000	CONTRACTUAL	EXEMPLAR IT SOLUTIONS	LABOR FOR INSTALLATION OF DOWNTOWN	1027	07/05/22	129.25	
101-265.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	MAY 2022 CC CHARGES	BAHAM	06/28/22	14.99	
101-265.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	MAY 2022 CC CHARGES	GRACE	06/28/22	617.50	
101-265.000-818.000	CONTRACTUAL	PARRETT COMPANY	CONTRACT AGREEMENT	62723	02/19/22	110.00	
101-265.000-818.000	CONTRACTUAL	PLANTE & MORAN	MAY 2022 - GOVERNMENTAL ACCOUNTING	2155936	06/30/22	17,303.00	
101-265.000-818.000	CONTRACTUAL	PREIN & NEWHOF	DOWNTOWN INFRASTRUCTURE IMPROVEMENT	65461	02/11/22	33,961.60	
101-265.000-818.000	CONTRACTUAL	PREIN & NEWHOF	PROFESIONAL SERVICES RELATED TO ONG	65824	03/07/22	42,521.88	
101-265.000-818.000	CONTRACTUAL	PREIN & NEWHOF	UNDERGROUND UTILITY DATA COLLECTION	66227	04/03/22	44,162.68	
101-265.000-818.000	CONTRACTUAL	PREIN & NEWHOF	STREETSCAPE MEETINGS. MEETING WITH	67024	05/07/22	54,112.97	
101-265.000-818.000	CONTRACTUAL	PREIN & NEWHOF	PROFESSIONAL SERVICES RELATED TO O	67251	06/05/22	48,321.85	
101-265.000-818.000	CONTRACTUAL	PREIN & NEWHOF	PROFESSIONAL SERVICES RELATED TO O	67844	07/02/22	37,270.70	
101-265.000-818.000	CONTRACTUAL	ROSE PEST SOLUTIONS	PEST CONTROL FOR MAY 2022 - CITY HA	203563C	05/31/22	166.00	
101-265.000-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	MAY 2022 CC CHARGES - POWERS (AT&T)	POWERS	06/28/22	114.92	
101-265.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY CONSOLIDATED BILL	060322	07/06/22	1,140.79	
101-265.000-921.000	UTILITIES	SEMCO ENERGY GAS COMPA	GAS USAGE FOR THE MONTH	060122	06/29/22	241.39	
101-265.000-931.000	MAINTENANCE-BUILDINGS	HONOR CREDIT UNION	MAY 2022 CC CHARGES - WALL 2911	WALL	06/28/22	59.46	
101-265.000-931.000	MAINTENANCE-BUILDINGS	VFP FIRE SYSTEM	ANNUAL SPRINKLER INSPECTION	1025-F221197	07/15/22	325.00	
						Total For Dept 265.000 BUILDING AND GROUNDS	285,445.66
Dept 269.000 RENTAL PROPERTY							
101-269.000-921.000	UTILITIES	SEMCO ENERGY GAS COMPA	GAS USAGE FOR THE MONTH	060122	06/29/22	33.73	
						Total For Dept 269.000 RENTAL PROPERTY	33.73
Dept 271.435 FARMERS' MARKET							
101-271.435-756.014	MISCELLANEOUS	BETH CHUBB	REIMBURSEMENT FOR FARMERS MARKET SI	62022	06/27/22	143.12	
						Total For Dept 271.435 FARMERS' MARKET	143.12
Dept 276.000 CEMETERY							
101-276.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	MONTHLY BILLING CYCLE 061422-071322	061422-071322	06/28/22	138.04	
101-276.000-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	MAY 2022 CC CHARGES - POWERS (AT&T)	POWERS	06/28/22	51.21	
101-276.000-932.000	MAINTENANCE-GROUNDS	BUCHANAN FLORAL CO.	HANGING FLORAL BASKETS FOR DOWNTOWN	022740	06/30/22	4,101.00	
101-276.000-934.000	MAINT. - OFFICE EQUIPMENT	HONOR CREDIT UNION	MAY 2022 CC CHARGES - WALL 2911	WALL	06/28/22	63.90	
101-276.000-939.000	MAINTENANCE - VEHICLE	HONOR CREDIT UNION	MAY 2022 CC CHARGES - POWERS (AT&T)	POWERS	06/28/22	41.85	
101-276.000-939.000	MAINTENANCE - VEHICLE	HULL LIFT TRUCK	SERVICE AND SAFETY INSPECTION FOR T	PSI-0298085	06/10/22	346.79	
						Total For Dept 276.000 CEMETERY	4,742.79
Dept 301.000 POLICE							
101-301.000-706.001		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	11.49	
101-301.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	595.72	
101-301.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20	070122	07/01/22	5,608.20	
101-301.000-728.000	OFFICE SUPPLIES	TIM GANUS	PETTY CASH FOR POLICE DEPARTMENT	061422	06/30/22	44.85	
101-301.000-756.000	MISCELLANEOUS SUPPLIES	OSCAR PRINTING	400 NOTICE OF VIOLATIONS FOR CODE E	20312	06/21/22	572.40	
101-301.000-768.000	UNIFORMS	ANGELA BAGGETT	REIMBURSEMENT FOR UNIFORM EQUIPMENT	062022	06/30/22	163.22	
101-301.000-769.000	UNIFORM CLEANING	STAR UNIFORM	25 POLICE BASEBALL UNIFORM CAPS FOR	19487.2	06/20/22	18.95	
101-301.000-818.000	CONTRACTUAL	CUSTOM COMPUTER COMPAN	FLASH DRIVE AND USB FOR PD, DELL TO	1987	07/10/22	319.98	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL							
Dept 301.000 POLICE							
101-301.000-818.000	CONTRACTUAL	SPECTRUM HEALTH LAKELA	MEDICAL EXAM FOR OFC. LEONARD FOR P.	800004709	06/25/22	48.00	
101-301.000-818.000	CONTRACTUAL	STATE OF MICHIGAN	LEIN TOKEN FOR 4/1/22- 6/30/22	551-601809	09/06/22	33.00	
101-301.000-818.000	CONTRACTUAL	VERIZON WIRELESS	AIR CARDS (X4) FOR PATROL VEHICLES	9908492562	07/02/22	160.14	
101-301.000-818.002	RESERVE TRAINING	STAR UNIFORM	25 POLICE BASEBALL UNIFORM CAPS FOR	19487.2	06/20/22	300.00	
101-301.000-826.000	LEGAL FEES	HONOR CREDIT UNION	MAY 2022 CC CHARGES	GANUS	06/28/22	386.25	
101-301.000-873.000	TRAVEL & CAR ALLOWANCE	RICHARD MANN	REIMBURSEMENT FOR TRAVEL EXPENSES F	061322	06/13/22	132.47	
101-301.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY CONSOLIDATED BILL	060322	07/06/22	247.47	
101-301.000-921.000	UTILITIES	SEMCO ENERGY GAS COMPA	GAS USAGE FOR THE MONTH	060122	06/29/22	397.00	
101-301.000-939.000	MAINTENANCE - VEHICLE	GENE WESNER AUTOMOTIVE	REPAIR REPLACE TIRE, OIL CHANGE AND	18823	07/09/22	303.35	
101-301.000-960.000	EDUCATION AND TRAINING	PRI MANAGEMENT GROUP	REGISTRATION FOR DIANA SELIR TO ATT	17327	06/16/22	259.00	
Total For Dept 301.000 POLICE						9,601.49	
Dept 336.000 FIRE DEPARTMENT							
101-336.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	528.04	
101-336.000-818.000	CONTRACTUAL	CUSTOM COMPUTER COMPAN	FLASH DRIVE AND USB FOR PD, DELL TO	1987	07/10/22	2,879.99	
101-336.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	MONTHLY BILLING CYCLE FOR 060322-07	060122	06/22/22	204.62	
101-336.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY CONSOLIDATED BILL	060322	07/06/22	216.86	
101-336.000-921.000	UTILITIES	SEMCO ENERGY GAS COMPA	GAS USAGE FOR THE MONTH	060122	06/29/22	89.25	
101-336.000-939.000	MAINTENANCE - VEHICLE	GENE WESNER AUTOMOTIVE	REPAIR BACK UP ALARM ON ENGINE 4620	08945	07/13/22	57.61	
101-336.000-962.000	MISCELLANEOUS	WEST SHORE FIRE SERVIC	QUARTERLY AIR SAMPLE DRAW FOR SCBA	27664	07/15/22	225.50	
Total For Dept 336.000 FIRE DEPARTMENT						4,201.87	
Dept 371.001 BUILDING INSPECTOR							
101-371.001-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	25.54	
101-371.001-831.000	MEMBERSHIP AND DUES	HONOR CREDIT UNION	MAY 2022 CC CHARGES	GUY	06/28/22	480.90	
101-371.001-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	MAY 2022 CC CHARGES - POWERS (AT&T	POWERS	06/28/22	63.30	
101-371.001-914.000	MEDICAL MARIHUANA	HONOR CREDIT UNION	MAY 2022 CC CHARGES	GANUS	06/28/22	40.00	
101-371.001-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY CONSOLIDATED BILL	060322	07/06/22	219.26	
Total For Dept 371.001 BUILDING INSPECTOR						829.00	
Dept 441.000 DEPARTMENT OF PUBLIC WORKS							
101-441.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	377.34	
101-441.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20	070122	07/01/22	174.55	
101-441.000-818.000	CONTRACTUAL	RMC PROPERTIES LLC	JUNE 2022 LEASE PAYMENT	6	06/13/22	5,000.00	
101-441.000-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	MAY 2022 CC CHARGES - POWERS (AT&T	POWERS	06/28/22	51.21	
101-441.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY CONSOLIDATED BILL	060322	07/06/22	641.68	
101-441.000-926.000	STREET LIGHTING	INDIANA MICHIGAN POWER	MONTHLY CONSOLIDATED BILL	060322	07/06/22	310.88	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	AUSRA KUBOTA, INC.	WORK ON THE F3990	WN02707	06/25/22	2,164.00	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	HONOR CREDIT UNION	MAY 2022 CC CHARGES - WALL 2911	WALL	06/28/22	332.40	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	MID-STATES BOLT & SCRE	BOLTS FOR SWEEPER	32228582	06/27/22	17.40	
101-441.000-939.000	MAINTENANCE - VEHICLE	HONOR CREDIT UNION	MAY 2022 CC CHARGES - POWERS (AT&T	POWERS	06/28/22	97.65	
101-441.000-939.000	MAINTENANCE - VEHICLE	HONOR CREDIT UNION	MAY 2022 CC CHARGES	BAKER	06/28/22	100.00	
101-441.000-939.000	MAINTENANCE - VEHICLE	RIDGE NAPA AUTO PARTS	STARTER FOR 2008 FORD F250	663568	07/07/22	148.19	
Total For Dept 441.000 DEPARTMENT OF PUBLIC WORKS						9,415.30	
Dept 756.000 BUCHANAN AREA RECREATION BOARD							
101-756.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	1,568.79	
101-756.000-818.000	CONTRACTUAL	PRIDE THE PORTABLE TOI	TOILET RENTALS - BAOT LAUNCH, KATHR	29275	06/12/22	1,200.00	
Total For Dept 756.000 BUCHANAN AREA RECREATION B						2,768.79	
Dept 864.000 MISCELLANEOUS COSTS/TRANSFERS							
101-864.000-965.016	DELINQUENT TAXES	BERRIEN COUNTY TREASUR	CITY OF BUCHANAN PARCELS ON COUNTY	062122	06/27/22	492.40	
Total For Dept 864.000 MISCELLANEOUS COSTS/TRANSF						492.40	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL							
Total For Fund 101 GENERAL						363,016.07	
Fund 103 CAPITAL PROJECTS							
Dept 000.000							
103-000.000-970.031	TRAIL GRANT EXPENDITURES	JERRY FLENAR	BOY SCOUT TROOP TRAIL PROJECT	061622	06/30/22	400.00	
103-000.000-970.031	TRAIL GRANT EXPENDITURES	LOWE'S	SPINDLES FOR BAITEN MILL DECK	01997	06/20/22	56.64	
Total For Dept 000.000						456.64	
Total For Fund 103 CAPITAL PROJECTS						456.64	
Fund 107 DOWNTOWN DEVELOPMENT FUND							
Dept 435.000 FARMERS' MARKET							
107-435.000-762.000	WEBSITE	HONOR CREDIT UNION	MAY 2022 CC CHARGES	MURPHY	06/28/22	11.74	
Total For Dept 435.000 FARMERS' MARKET						11.74	
Dept 482.000 ADMIN. & RECORD KEEPING							
107-482.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	MAY 2022 CC CHARGES	MONDSCHHEIN	06/28/22	249.38	
Total For Dept 482.000 ADMIN. & RECORD KEEPING						249.38	
Total For Fund 107 DOWNTOWN DEVELOPMENT FUND						261.12	
Fund 202 MAJOR STREETS							
Dept 463.000 ROUTINE STREET MAINTENANCE							
202-463.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	427.80	
202-463.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	340.10	
202-463.000-756.000	MISCELLANEOUS SUPPLIES	PAM'S SIGNS	8 NO U-TURN SIGNS	7802	07/02/22	520.00	
202-463.000-782.000	ROAD MAIN. MATERIAL & SUPPLIES	AFFORDABLE ASPHALT PAV	ASPHALT STREET REPAIR ON TERRE COUP.	061922	06/20/22	4,900.00	
202-463.000-782.000	ROAD MAIN. MATERIAL & SUPPLIES	MILESTONE CONTRACTORS	COLD PATCH	58835	06/23/22	1,267.50	
Total For Dept 463.000 ROUTINE STREET MAINTENANCE						7,455.40	
Dept 468.000 TREE & SHRUB MAINTENANCE							
202-468.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	86.20	
202-468.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	86.46	
Total For Dept 468.000 TREE & SHRUB MAINTENANCE						172.66	
Dept 469.000 DRAINAGE							
202-469.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	127.70	
202-469.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	128.46	
Total For Dept 469.000 DRAINAGE						256.16	
Dept 474.000 TRAFFIC SERVICES - MAINTENANCE							
202-474.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	127.70	
202-474.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	128.46	
202-474.000-756.000	MISCELLANEOUS SUPPLIES	PAM'S SIGNS	4 SLOW CHILDREN AT PLAY SIGNS	7807	06/20/22	260.00	
202-474.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY CONSOLIDATED BILL	060322	07/06/22	88.47	
Total For Dept 474.000 TRAFFIC SERVICES - MAINTENANCE						604.63	
Dept 478.000 WINTER MAINTENANCE							
202-478.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	236.25	
202-478.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	190.64	
Total For Dept 478.000 WINTER MAINTENANCE						426.89	
Dept 482.000 ADMIN. & RECORD KEEPING							
202-482.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	462.00	
Total For Dept 482.000 ADMIN. & RECORD KEEPING						462.00	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 202 MAJOR STREETS							
Total For Fund 202 MAJOR STREETS						9,377.74	
Fund 203 LOCAL STREETS							
Dept 463.000 ROUTINE STREET MAINTENANCE							
203-463.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	399.06	
203-463.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	340.10	
Total For Dept 463.000 ROUTINE STREET MAINTENANCE						739.16	
Dept 468.000 TREE & SHRUB MAINTENANCE							
203-468.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	128.46	
Total For Dept 468.000 TREE & SHRUB MAINTENANCE						128.46	
Dept 469.000 DRAINAGE							
203-469.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	150.05	
203-469.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	107.46	
Total For Dept 469.000 DRAINAGE						257.51	
Dept 474.000 TRAFFIC SERVICES - MAINTENANCE							
203-474.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	277.75	
203-474.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	107.46	
Total For Dept 474.000 TRAFFIC SERVICES - MAINTEN.						385.21	
Dept 478.000 WINTER MAINTENANCE							
203-478.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	127.70	
203-478.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	106.64	
Total For Dept 478.000 WINTER MAINTENANCE						234.34	
Dept 482.000 ADMIN. & RECORD KEEPING							
203-482.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	462.00	
Total For Dept 482.000 ADMIN. & RECORD KEEPING						462.00	
Total For Fund 203 LOCAL STREETS						2,206.68	
Fund 501 W & S MAINTENANCE & OPERATION							
Dept 000.000							
501-000.000-642.000	WATER SALES	BERRIEN COUNTY TREASUR	CITY OF BUCHANAN PARCELS ON COUNTY	062122	06/27/22	254.41	
Total For Dept 000.000						254.41	
Dept 590.000 SEWER MAINTENANCE & OPERATION							
501-590.000-715.000		MICHIGAN MUNICIPAL WC	POLICY PREMIUM 7/1/22-7/1/23	6633206	06/15/22	1,094.39	
501-590.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20.	070122	07/01/22	3,184.50	
501-590.000-756.000	MISCELLANEOUS SUPPLIES	THE UPS STORE	STATEMENT FOR WASTEWATER	062022	06/27/22	119.46	
501-590.000-757.000	LAB SUPPLIES	NALCO CROSSBOW WATER	DEIONIZED WATER CARTRIDGES	2635920	06/19/22	414.52	
501-590.000-757.000	LAB SUPPLIES	NORTH CENTRAL LABORATO	TNT832 & TNT 844	471516	06/02/22	217.73	
501-590.000-757.000	LAB SUPPLIES	USA BLUE BOOK	LAB SUPPLIES TNT844, TNT 822, TNT	015018	07/17/22	1,158.43	
501-590.000-818.000	CONTRACTUAL	ETNA SUPPLY CO.	ANNUAL HOSTING FEES - YEAR 4	S102488469.013	06/10/22	8,194.00	
501-590.000-818.000	CONTRACTUAL	NORTH SHORE ANALYTICAL	MERCURY ANALYSIS	13964	06/30/22	175.00	
501-590.000-818.000	CONTRACTUAL	RIGHT WAY CONTROL SERV	SEASONAL WEED CONTROL	1483	07/10/22	1,590.00	
501-590.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	061622-071522 BILLING CYCLE WW	061222	07/03/22	236.70	
501-590.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY CONSOLIDATED BILL	060322	07/06/22	603.58	
501-590.000-921.000	UTILITIES	SEMCO ENERGY GAS COMPA	GAS USAGE FOR THE MONTH	060122	06/29/22	322.93	
501-590.000-933.000	MAINTENANCE - EQUIPMENT	OUDBIER INSTRUMENT	INFLUENT AND EFFLUENT METER CALIBRA	10185	06/26/22	1,095.20	
501-590.000-933.000	MAINTENANCE - EQUIPMENT	WINDEMULLER ELECTRIC	RAS PUMP CONTROL ADJUSTMENT	219714	05/28/22	200.00	
501-590.000-939.000	MAINTENANCE - VEHICLE	HONOR CREDIT UNION	MAY 2022 CC CHARGES - POWERS (AT&T	POWERS	06/28/22	27.90	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 501 W & S MAINTENANCE & OPERATION							
Dept 590.000 SEWER MAINTENANCE & OPERATION							
Total For Dept 590.000 SEWER MAINTENANCE & OPERAT						18,634.34	
Dept 591.000 WATER MAINTENANCE & OPERATION							
501-591.000-715.000	FRINGE BENEFITS	UNITED FEDERAL CREDIT	HSA QUARTERLY DEPOSIT - JULY 1ST 20	070122	07/01/22	3,671.51	
501-591.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	MAY 2022 CC CHARGES	MONDSCHHEIN	06/28/22	65.10	
501-591.000-818.000	CONTRACTUAL	ETNA SUPPLY CO.	ANNUAL HOSTING FEES - YEAR 4	S102488469.013	06/10/22	8,194.00	
501-591.000-818.000	CONTRACTUAL	EUROFINS EATON ANALYTI	ANALYSIS FOR COMPLIANCE SAMPLES FOR	810002044	07/17/22	280.00	
501-591.000-818.000	CONTRACTUAL	EUROFINS EATON ANALYTI	ANALYSIS FOR COMPLIANCE SAMPLES FOR	810020593	07/17/22	350.00	
501-591.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	MONTHLY BILLING CYCLE FOR 060622-07	060122-2	06/22/22	107.35	
501-591.000-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	MAY 2022 CC CHARGES - POWERS (AT&T	POWERS	06/28/22	51.21	
501-591.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY CONSOLIDATED BILL	060322	07/06/22	326.96	
501-591.000-921.000	UTILITIES	SEMCO ENERGY GAS COMPA	GAS USAGE FOR THE MONTH	060122	06/29/22	38.48	
501-591.000-937.000		ETNA SUPPLY CO.	SMARTPOINT METER TRANSCEIVER UNIT	S104579048.001	06/25/22	2,118.47	
501-591.000-937.000	METERS - HYDRANTS - FITTING	FERGUSON WATERWORKS #1	DUCTILE IRON WATER MAIN PIPES	02578349	06/30/22	2,742.30	
501-591.000-937.000	METERS - HYDRANTS - FITTING	FERGUSON WATERWORKS #1	DUCTILE IRON WATER MAIN - PIPES - S	0278349-1	06/30/22	2,494.62	
501-591.000-938.000	MAINTENANCE - SYSTEM	ETNA SUPPLY CO.	QTY 2 SMITHBLR 226 REP CLMP	S104569131.001	06/25/22	500.00	
501-591.000-938.000	MAINTENANCE - SYSTEM	ETNA SUPPLY CO.	SMITHBLR 226 REP CLMP QTY 1	S104570442.001	06/25/22	288.00	
501-591.000-939.000	MAINTENANCE - VEHICLE	HONOR CREDIT UNION	MAY 2022 CC CHARGES - POWERS (AT&T	POWERS	06/28/22	27.90	
501-591.000-962.000	MISCELLANEOUS	RUBICON COMPUTERS	USB A/B CABLE FOR WORKING WITH NEW	3162	06/13/22	14.95	
501-591.000-962.000	MISCELLANEOUS	USA BLUE BOOK	LED WORKING LIGHT FOR NIGHTTIME	10182	07/13/22	233.69	
501-591.000-962.000	MISCELLANEOUS	USA BLUE BOOK	2 PORTABLE "MEN WORKING" SIGNS	10337	07/13/22	525.90	
Total For Dept 591.000 WATER MAINTENANCE & OPERAT						22,030.44	
Total For Fund 501 W & S MAINTENANCE & OPERATION						40,919.19	
Fund 701 TRUST AND AGENCY							
Dept 000.000							
701-000.000-250.076	RAD	HONOR CREDIT UNION	MAY 2022 CC CHARGES - WALL 2911	WALL	06/28/22	10.95	
Total For Dept 000.000						10.95	
Total For Fund 701 TRUST AND AGENCY						10.95	
Fund 703 TAXES							
Dept 000.000							
703-000.000-668.000	WINTER TAX REVENUE	BERRIEN COUNTY TREASUR	CITY OF BUCHANAN PARCELS ON COUNTY	062122	06/27/22	450.10	
Total For Dept 000.000						450.10	
Total For Fund 703 TAXES						450.10	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund Totals:							
			Fund 101 GENERAL			363,016.07	
			Fund 103 CAPITAL PROJECTS			456.64	
			Fund 107 DOWNTOWN DEVELOPMENT FUND			261.12	
			Fund 202 MAJOR STREETS			9,377.74	
			Fund 203 LOCAL STREETS			2,206.68	
			Fund 501 W & S MAINTENANCE & OPERATIO			40,919.19	
			Fund 701 TRUST AND AGENCY			10.95	
			Fund 703 TAXES			450.10	
Total For All Funds:						416,698.49	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
			Fund Totals:			
			Fund 101 GENERAL			363,016.07
			Fund 103 CAPITAL PROJECTS			456.64
			Fund 107 DOWNTOWN DEVELOPMENT FUND			261.12
			Fund 202 MAJOR STREETS			9,377.74
			Fund 203 LOCAL STREETS			2,206.68
			Fund 501 W & S MAINTENANCE & OPERATI			40,919.19
			Fund 701 TRUST AND AGENCY			10.95
			Fund 703 TAXES			450.10
			Total For All Funds:			416,698.49

CITY OF _____

**SPECIAL ASSESSMENT DISTRICT FOR EMERGENCY MEDICAL SERVICES
THROUGH SOUTHWESTERN MICHIGAN COMMUNITY AMBULANCE SERVICE,
DISTRICT NO. 1**

**RESOLUTION NO. 4
CONFIRMATION OF SPECIAL ASSESSMENT ROLL**

At a regular meeting of the City Council of the City of _____, held on
the _____ day of _____, 2022, at _____ p.m.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____ and
seconded by _____.

WHEREAS, pursuant to Act 368 of 1978, as amended by Act 179 of 1990 (MCL
333.20948), a combination of local governmental units may operate an ambulance authority and
defray, in whole or part, the cost of ambulance service by special assessment, with such special
assessments conforming as nearly as possible to the procedure set forth in section 1 of Act 33 of
1951; and

WHEREAS, Act 33 of 1951 provides that all proceedings related to special assessments
shall conform as nearly as practicable to Act 188 of 1954; and

WHEREAS, pursuant to Act 368 of 1978, as well as the Urban Cooperation Act, Act 7 of
1967, the City and other local governmental units have formed the Southwestern Michigan
Community Ambulance Service (“SMCAS”), which provides ambulance services to the member
municipalities and certain other municipalities pursuant to contracts (“Services”); and

WHEREAS, the costs of maintaining and operating SMCAS are shared by the local governmental units who are members of SMCAS, including the City, pursuant to the Articles of Incorporation of SMCAS; and

WHEREAS, the City wishes to defray its share of the cost of maintaining and operating SMCAS (“SMCAS Costs”) by establishing a special assessment district pursuant to Act 368 of 1978, as amended by Act 179 of 1990; and

WHEREAS, following a properly noticed public hearing on _____, 2022, the City Council adopted a resolution on _____, 2022, to determine the “Special Assessment District for Emergency Medical Services Through Southwestern Michigan Community Ambulance Service, District No. 1” (the “District”) and directed the City Assessor to prepare a Special Assessment Roll for the District; and

WHEREAS, the City Assessor has made and certified a special assessment roll for the parcels located in the District and has reported the special assessment roll to the City Council; and

WHEREAS, after giving proper notice, the City Council held a public hearing on _____, 2022, to consider the proposed special assessment roll for the District and objections thereto; and

WHEREAS, after hearing all persons interested therein, giving due consideration to all written objections to said special assessment roll filed with the City Clerk and after reviewing said special assessment roll, the City Council deems said special assessment roll to be fair, just and equitable, and that each of the assessments contained therein is proportionate to the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The special assessment roll prepared by the City Assessor, and reported to the City Council, and in the form attached as **Exhibit A**, is hereby confirmed and shall be known and designated for the District as Special Assessment Roll No. 1 (the “Roll”).
2. The City Clerk shall endorse on the Roll the date of this meeting as the date of confirmation of said Roll.
3. Each annual assessment pursuant to the Roll shall be levied on December 1 and shall be due and payable in February of the following year, in the same manner as general property taxes. The first assessment shall be levied on December 1, 2022.
4. If an annual assessment is not paid when due, then the assessment shall be considered to be delinquent and there shall be collected a penalty at the rate of one percent (1%) for each month or fraction of a month, that the assessment remains unpaid before being reported to the City Council for reassessment upon the City tax roll.
5. All special assessments contained in the Roll shall, from the date of confirmation of the Roll, constitute a lien upon the respective parcels of land assessed. Such lien shall be of the same character and effect as the lien created for City taxes and shall include accrued penalties.
6. The special assessments made in the Roll are hereby ordered and directed to be collected and the City Clerk shall deliver the Roll to the City Treasurer with her warrant attached thereto, which said warrant shall command the City Treasurer to collect the special assessments in the Roll in accordance with the direction of the City Council in respect thereto and which warrant shall further require the City Treasurer to include as a delinquent tax any unpaid special assessment which is delinquent on the last day of February, and the delinquent taxes returned to the County Treasurer the next day pursuant to Section 55 of the General Property Tax Act, MCL 211.55. The form of said warrant is attached as **Exhibit B**.

7. Upon receiving the Roll and warrant, the City Treasurer shall proceed to collect the several amounts assessed therein as the same shall become due.

8. The City Clerk shall, as soon as possible but in no event more than seven (7) days after confirmation of the Roll, send notice of special assessment, in the form attached as **Exhibit C**, to the person responsible for payment of the ad valorem property taxes on, the record owner of, or party in interest in, each parcel of land assessed, at the address shown for such persons upon the last City tax assessment roll for ad valorem tax purposes which was reviewed by the City Council of Review, subject to any subsequent changes in the names and addresses of the owners or parties listed thereon.

9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution shall be and the same are hereby rescinded.

ADOPTED:

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
COUNTY OF _____)

I, the undersigned, the duly qualified and acting City Clerk of the City of _____, _____ County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Council of said City at a regular meeting held on the _____ day of _____, 2022.

_____, City Clerk

EXHIBIT A
SPECIAL ASSESSMENT ROLL

See attached.

EXHIBIT B
WARRANT OF CITY CLERK

I, _____, the City Clerk of the City of _____, _____ County, Michigan, hereby direct and command you, _____, City Treasurer, to collect the assessments set forth on the attached Special Assessment Roll for the Special Assessment District for Emergency Medical Services Through Southwestern Michigan Community Ambulance Service, District No. 1, in accordance with the directions of the City Council with respect thereto set forth in a Resolution adopted by the City Council on _____, 2022, confirming such special assessment roll of the City. In particular, you shall include as a delinquent tax any unpaid special assessment which is delinquent on the last day of February, and the delinquent taxes returned to the County Treasurer the next day, pursuant to Section 55 of the General Property Tax Act, MCL 211.55.

EXHIBIT C

NOTICE OF SPECIAL ASSESSMENT

TO ALL PROPERTY OWNERS OR PARTIES IN INTEREST in the Special Assessment District for Emergency Medical Services Through Southwestern Michigan Community Ambulance Service, District No. 1 (“District”):

Following the _____, 2022 public hearing to consider the special assessment roll, the City Council confirmed the special assessment roll for the District on _____, 2022.

A PROPERTY OWNER OR ANY PERSON HAVING ANY INTEREST IN THE REAL PROPERTY ASSESSED ON THE SPECIAL ASSESSMENT ROLL CONFIRMED BY THE CITY COUNCIL ON _____, 2022, MAY FILE A WRITTEN APPEAL OF THE SPECIAL ASSESSMENT WITH THE MICHIGAN TAX TRIBUNAL WITHIN **30 DAYS** AFTER CONFIRMATION OF THE SPECIAL ASSESSMENT ROLL, IF THE SPECIAL ASSESSMENT WAS PROTESTED AT THE HEARING ON THE CONFIRMATION OF THE SPECIAL ASSESSMENT ROLL.

Your assessment shall be based on the year of the assessment in the amounts as follows:

2022	\$30.00
2023	\$35.00
2024	\$40.00
2025	\$45.00
2026	\$50.00

- For each commercial parcel, industrial parcel, and agricultural parcel, the assessment is per year for five (5) years.
- For each single-family dwelling, the assessment is per year for five (5) years.
- For multiple-family dwellings, apartments, condominiums, townhouses, the assessment is per year **per unit** for five (5) years.
- For mobile home or manufactured housing communities, the assessment per year **per pad** for five (5) years.

CITY OF _____

CITY OF _____

SPECIAL ASSESSMENT DISTRICT FOR EMERGENCY MEDICAL SERVICES THROUGH SOUTHWESTERN MICHIGAN COMMUNITY AMBULANCE SERVICE, DISTRICT NO. 1

RESOLUTION NO. 2

DETERMINATION TO MAKE PUBLIC IMPROVEMENTS; APPROVAL OF PLANS AND ESTIMATE OF COSTS; FINAL DETERMINATION OF SPECIAL ASSESSMENT DISTRICT; PREPARATION OF SPECIAL ASSESSMENT ROLL

At a regular meeting of the City Council of the City of _____, held on the _____ day of _____, 2022, at _____ p.m.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____ and seconded by _____.

WHEREAS, pursuant to Act 368 of 1978, as amended by Act 179 of 1990 (MCL 333.20948), a combination of local governmental units may operate an ambulance authority and defray, in whole or part, the cost of ambulance service by special assessment, with such special assessments conforming as nearly as possible to the procedure set forth in section 1 of Act 33 of 1951; and

WHEREAS, Act 33 of 1951 provides that all proceedings related to special assessments shall conform as nearly as practicable to Act 188 of 1954; and

WHEREAS, pursuant to Act 368 of 1978, as well as the Urban Cooperation Act, Act 7 of 1967, the City and other local governmental units have formed the Southwestern Michigan Community Ambulance Service (“SMCAS”), which provides ambulance services to the member municipalities and certain other municipalities pursuant to contracts (“Services”); and

WHEREAS, the costs of maintaining and operating SMCAS are shared by the local governmental units who are members of SMCAS, including the City, pursuant to the Articles of Incorporation of SMCAS; and

WHEREAS, the City wishes to defray its share of the cost of maintaining and operating SMCAS (“SMCAS Costs”) by establishing a special assessment district pursuant to Act 368 of 1978, as amended by Act 179 of 1990; and

WHEREAS, the City Council has received an estimate of the SMCAS Costs; and

WHEREAS, the City Council has resolved its intention to proceed with establishing a special assessment district and set _____, 2022, for a public hearing; and

WHEREAS, after notice was duly given by publication and by first class mail, the City Council held a public hearing on _____, 2022 at the City Hall in the City at which the City Council heard and considered objections to the proposed Services, the designated special assessment district, and all other matters related to the Services.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The City Council hereby determines that it is necessary and in the best interests of the City to defray its share of the cost of maintaining and operating SMCAS, in whole or part, by special assessment.

2. The special assessment district known as “Special Assessment District for Emergency Medical Services Through Southwestern Michigan Community Ambulance Service, District No. 1” (the “District”) is hereby determined to consist of all residential units, commercial parcels, industrial parcels, and agricultural parcels within the City, unless such lands and premises are exempt by law from paying special assessments. "Residential unit" includes each unit in

multiple family dwellings, apartments, condominiums and townhouses, and includes each pad in a mobile home or manufactured housing community.

3. The District shall remain in effect for a period of five (5) years.

4. All or a portion of the SMCAS Costs shall be paid by special assessments assessed within the District against the property located in the District and benefited by the proposed Improvements.

5. The proposed annual assessment for each assessed parcel or unit shall be based on the year of the assessment in the amounts as follows:

2022	\$30.00
2023	\$35.00
2024	\$40.00
2025	\$45.00
2026	\$50.00

6. The City Assessor is hereby directed to make a special assessment roll for the District upon which shall be described all the parcels of land to be assessed, the names of the respective record owners of each parcel, if known, and the total amount to be assessed against each parcel of land.

7. Said special assessment roll or column in the tax roll shall be reported to the City Council and shall be filed in the office of the City Clerk.

8. All actions heretofore taken by City officials, employees and agents with respect to the special assessment are hereby ratified and confirmed.

9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution shall be and the same are hereby rescinded.

ADOPTED:

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
COUNTY OF _____)

I, the undersigned, the duly qualified and acting City Clerk of the City of _____,
_____ County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and
complete copy of certain proceedings taken by the City Council of said City at a regular meeting
held on the ____ day of _____, 2022.

_____, City Clerk

82945:00003:6346272-1

CITY OF _____

**SPECIAL ASSESSMENT DISTRICT FOR EMERGENCY MEDICAL SERVICES
THROUGH SOUTHWESTERN MICHIGAN COMMUNITY AMBULANCE SERVICE,
DISTRICT NO. 1**

**RESOLUTION NO. 1
RESOLUTION OF INTENT TO ESTABLISH SPECIAL ASSESSMENT DISTRICT;
TENTATIVE DESIGNATION OF SPECIAL ASSESSMENT DISTRICT;
NOTICE OF PUBLIC HEARING**

At a regular meeting of the City Council of the City of _____, held on the
_____ day of _____, 2022, at _____ p.m.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____ and
seconded by _____.

WHEREAS, pursuant to Act 368 of 1978, as amended by Act 179 of 1990 (MCL 333.20948), a combination of local governmental units may operate an ambulance authority and defray, in whole or part, the cost of ambulance service by special assessment, with such special assessments conforming as nearly as possible to the procedure set forth in section 1 of Act 33 of 1951; and

WHEREAS, pursuant to Act 368 of 1978, as well as the Urban Cooperation Act, Act 7 of 1967, the City and other local governmental units have formed the Southwestern Michigan Community Ambulance Service ("SMCAS"), which provides ambulance services to the member municipalities and certain other municipalities pursuant to contracts ("Services"); and

WHEREAS, the costs of maintaining and operating SMCAS are shared by the local governmental units who are members of SMCAS, including the City, pursuant to the Articles of Incorporation of SMCAS; and

WHEREAS, the City wishes to defray its share of the cost of operating SMCAS by establishing a special assessment district pursuant to Act 368 of 1978, as amended by Act 179 of 1990; and

WHEREAS, the City finds that initiating proceedings to establish such a special assessment district is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

1. The City Council determines to defray its share of the cost of maintaining and operating SMCAS, in whole or part, by special assessment.

2. The City Council tentatively designates the special assessment district (“District”) against which the cost will be assessed as all residential units, commercial parcels, industrial parcels, and agricultural parcels within the City, unless such lands and premises are exempt by law from paying special assessments. "Residential unit" includes each unit in multiple family dwellings, apartments, condominiums, and townhouses, and includes each pad in a mobile home or manufactured housing community.

3. The estimated cost for each assessed parcel or unit in the District shall be based on the year of the assessment in the amounts as follows:

2022	\$30.00
2023	\$35.00
2024	\$40.00
2025	\$45.00
2026	\$50.00

4. The City tentatively proposes that the District remain in effect for a period of five (5) years.

5. If at any time during the term of the District an actual incremental cost increase exceeds the estimate therefor by 10% or more, notice shall be given and a hearing will be afforded to the record owners of property to be assessed.

6. The City Council shall hold a public hearing on _____, 2022, at _____ p.m. at City Hall to hear and consider objections to the creation of the District and the estimated cost for each parcel in the District.

7. The City Council directs the City Clerk to give notice of the time, date and purpose of the hearing, by first class mail, to each record owner of, or party-in-interest in, real property within the City whose name appears upon the last City tax assessment records, at least ten days before the date of the hearing in the form substantially similar to **Exhibit A**, attached to this Resolution. In addition, notice shall also be published in the same form at least twice before the hearing in a newspaper circulating in the City. The first publication shall be at least ten days before the date of the hearing.

8. Following the public hearing, the City Council may revise, correct, amend or change the plans, estimate of cost, or boundaries of the special assessment district.

9. Any and all resolutions in conflict with this Resolution are hereby repealed, but only to the extent necessary to give this Resolution full force and effect.

ADOPTED:

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)

COUNTY OF _____)
_____)

I, the undersigned, the duly qualified and acting City Clerk of the City of _____, _____ County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Council of said City at a regular meeting held on the _____ day of _____, 2022.

_____ City Clerk

EXHIBIT A

CITY OF _____

NOTICE OF PUBLIC HEARING

**SPECIAL ASSESSMENT DISTRICT FOR EMERGENCY MEDICAL SERVICES
THROUGH SOUTHWESTERN MICHIGAN COMMUNITY AMBULANCE SERVICE,
DISTRICT NO. 1**

NOTICE IS HEREBY GIVEN that the City Council of the City of _____, _____ County, Michigan, has determined to proceed with creating a special assessment district to defray, in whole or part, the City’s share of the cost of maintaining and operating the Southwestern Michigan Community Ambulance Service.

The City Council has tentatively determined that all or part of the City’s share of such cost shall be specially assessed against all residential units, commercial parcels, industrial parcels, and agricultural parcels within the City, unless such lands and premises are exempt by law from paying special assessments. "Residential unit" includes each unit in multiple family dwellings, apartments, condominiums and townhouses, and includes each pad in a mobile home or manufactured housing community.

TAKE NOTICE that the City Council will hold a public hearing at a regular meeting of the City Council on _____, 2022, at ____ p.m., at the City Hall, _____, to hear and consider any objections to the proposed special assessment, the district and all other matters relating to the Special Assessment District for Emergency Medical Services through Southwestern Michigan Community Ambulance Service.

TAKE FURTHER NOTICE that property shall not be added to the proposed special assessment district without further notice and public hearing.

This Notice was authorized by the City Council of the City of _____.

Dated: _____, 2022

_____, City Clerk

CITY OF _____

**SPECIAL ASSESSMENT DISTRICT FOR EMERGENCY MEDICAL SERVICES
THROUGH SOUTHWESTERN MICHIGAN COMMUNITY AMBULANCE SERVICE,
DISTRICT NO. 1**

**RESOLUTION NO. 3
FILING OF SPECIAL ASSESSMENT ROLL FOR SPECIAL ASSESSMENT DISTRICT;
NOTICE OF PUBLIC HEARING**

At a regular meeting of the City Council of the City of _____, held on the
_____ day of _____, 2022, at _____ p.m.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by _____ and
seconded by _____.

WHEREAS, pursuant to Act 368 of 1978, as amended by Act 179 of 1990 (MCL
333.20948), a combination of local governmental units may operate an ambulance authority and
defray, in whole or part, the cost of ambulance service by special assessment, with such special
assessments conforming as nearly as possible to the procedure set forth in section 1 of Act 33 of
1951; and

WHEREAS, Act 33 of 1951 provides that all proceedings related to special assessments
shall conform as nearly as practicable to Act 188 of 1954; and

WHEREAS, pursuant to Act 368 of 1978, as well as the Urban Cooperation Act, Act 7 of
1967, the City and other local governmental units have formed the Southwestern Michigan
Community Ambulance Service (“SMCAS”), which provides ambulance services to the member
municipalities and certain other municipalities pursuant to contracts (“Services”); and

WHEREAS, the costs of maintaining and operating SMCAS are shared by the local governmental units who are members of SMCAS, including the City, pursuant to the Articles of Incorporation of SMCAS; and

WHEREAS, the City wishes to defray its share of the cost of maintaining and operating SMCAS (“SMCAS Costs”) by establishing a special assessment district pursuant to Act 368 of 1978, as amended by Act 179 of 1990; and

WHEREAS, following a properly noticed public hearing on _____, 2022, the City Council adopted a resolution on _____, 2022, to determine the “Special Assessment District for Emergency Medical Services Through Southwestern Michigan Community Ambulance Service, District No. 1” (the “District”) and directed the City Assessor to prepare a Special Assessment Roll for the District; and

WHEREAS, the City Assessor has made and certified a special assessment roll for the parcels located in the District and has reported the special assessment roll to the City Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

- 1. The special assessment roll for the District (the "Special Assessment Roll"), as reported to the City Council by the City Assessor, attached hereto as Exhibit A, shall be filed in the office of the City Clerk and shall be available for public inspection during the normal working hours of the City office.
- 2. The City Council shall hold a public hearing at a regular meeting of the City Council on _____, 2022, at _____ p.m. at the City Hall in the City to review the Special Assessment Roll and hear any objections to it.
- 3. The City Council directs the City Clerk to give notice of the time, date and purpose of the hearing, by first class mail, to each record owner of, or party-in-interest in, real property

within the City whose name appears upon the last City tax assessment records, at least ten days before the date of the hearing in the form substantially similar to **Exhibit B**, attached to this Resolution. In addition, notice shall also be published in the same form at least twice before the hearing in a newspaper circulating in the City. The first publication shall be at least ten days before the date of the hearing.

4. The form of the notice of hearing to be published shall be substantially as set forth in Exhibit B, with such modifications as are deemed necessary by the City Manager to ensure that notice is provided to property owners within the District.

5. All actions heretofore taken by City officials, employees and agents with respect to the special assessment are hereby ratified and confirmed.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution shall be and the same are hereby rescinded.

ADOPTED:

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
COUNTY OF _____)

I, the undersigned, the duly qualified and acting City Clerk of the City of _____, _____ County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Council of said City at a regular meeting held on the _____ day of _____, 2022.

_____, City Clerk

EXHIBIT A
SPECIAL ASSESSMENT ROLL

See Attached

EXHIBIT B

**NOTICE OF PUBLIC HEARING AND
FILING OF SPECIAL ASSESSMENT ROLL**

NOTICE IS HEREBY GIVEN that the City Council of the City of _____, has resolved its intention to proceed to make defray its share of the cost of maintaining and operating the Southwestern Michigan Community Ambulance Service (“SMCAS”) by establishing a special assessment district pursuant to Act 368 of 1978.

The City Council has tentatively determined that all or part of the cost shall be specially assessed against all residential units, commercial parcels, industrial parcels, and agricultural parcels within the City, unless such lands and premises are exempt by law from paying special assessments. "Residential unit" includes each unit in multiple family dwellings, apartments, condominiums and townhouses, and includes each pad in a mobile home or manufactured housing community. A complete list of parcels and units to be assessed is on file with the City Clerk. **The annual assessment for each assessed parcel or unit shall be based on the year of the assessment in the amounts as follows:**

2022	\$30.00
2023	\$35.00
2024	\$40.00
2025	\$45.00
2026	\$50.00

NOTICE IS FURTHER GIVEN THAT the City Assessor has made and certified a special assessment roll for the special assessment district, which roll sets forth the relative portion of the cost which is to be levied in the form of a special assessment against each benefited lot and parcel of land in the special assessment district.

TAKE NOTICE THAT THE CITY COUNCIL WILL HOLD A PUBLIC HEARING AT A REGULAR MEETING ON _____, 2022, AT _____ P.M., AT THE CITY HALL, _____, TO REVIEW THE SPECIAL ASSESSMENT ROLL AND TO HEAR AND CONSIDER ANY OBJECTIONS THERETO.

TAKE FURTHER NOTICE that the special assessment roll as prepared has been reported to the City Council and is on file with the City Clerk at the City Hall for public examination.

TAKE FURTHER NOTICE THAT AN OWNER OR PARTY IN INTEREST IN A LOT OR PARCEL OF LAND SUBJECT TO A SPECIAL ASSESSMENT MAY FILE A WRITTEN APPEAL OF THE SPECIAL ASSESSMENT WITH THE MICHIGAN TAX TRIBUNAL WITHIN THIRTY (30) DAYS AFTER THE DATE OF CONFIRMATION OF THE SPECIAL ASSESSMENT ROLL, BUT ONLY IF SAID OWNER OR PARTY IN INTEREST APPEARS AND PROTESTS THE SPECIAL ASSESSMENT AT THIS HEARING. An appearance may be made by an owner or party in interest, or his or her agent, in person or, in the alternative, an appearance or protest can be filed with the City by letter prior to the hearing, in which case a personal appearance at the hearing is not required.

82945:00003:6346273-1

BUCHANAN PRESERVATION SOCIETY

P.O. Box 357

Buchanan, MI 49107

preservebuchanan@gmail.com

22 June 2022

Dear Commissioners:

We talked to Mike Baker and he suggested we bring this issue to your attention. This is about another piece of City infrastructure that is old and failing and needing repair.

A short portion of the mill race wall west of Oak Street has collapsed. A longer portion is deteriorated, leaning, and at risk of collapse as well.

The race is a significant part of the City's infrastructure. It carries a substantial amount of water from McCoy Creek and is integral to downtown flood control. It also carries stormwater runoff from multiple City streets. Perhaps just as importantly, the race powers the wheel at the Pears Mill today just as it did 180 years ago. The millrace is a contributing resource to our Downtown National Register Historic District and provides an iconic water feature for our downtown.

The walls of the race between Oak and Charles Court were constructed at different times.

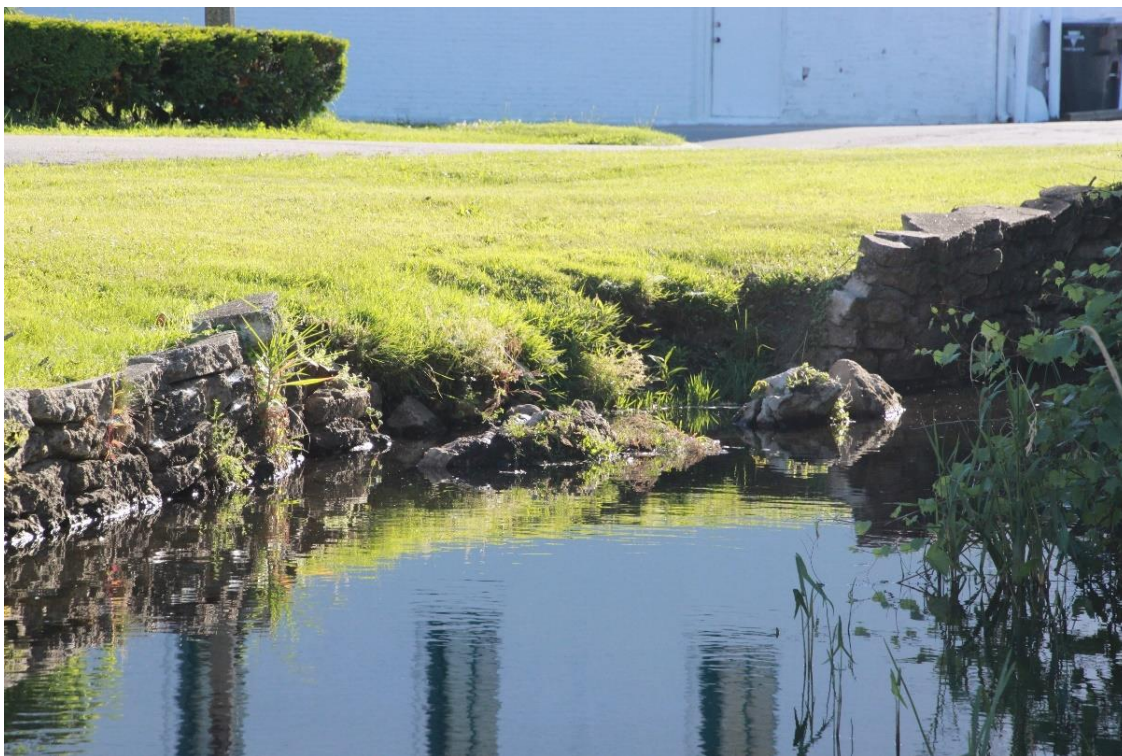
We believe that the first hundred feet of the northerly wall west of Oak (the part behind the park and Ross-Sanders House) was built sometime between 1936 and 1961 – it probably wasn't there in 1936 but we know it was there in 1961 – so it is between 60 and 85 years old. This is the part of the wall where the collapse has occurred.

The next hundred feet of wall (next to the fire station) was built by City employees in 1975 – 47 years ago. It appears to be in good condition, or at least not obviously at risk.

The last fifty feet of wall (adjacent to the residential lot on Charles Court) was built between 1936 and 1961, no doubt by the property owner. It also appears to be in good condition.

All three sections of the wall are built of stacked and mortared pieces of broken concrete sidewalk or pavement.

Here are some pictures of the collapsed part of the millrace wall:



Here is a photo of where the next collapse seems likely. It's hard to get a good photo of this, but if you visit the site the deterioration and current lean is clearly visible:



Here is a picture of a part of the wall constructed by the City in 1975. The wall is considerably lower here and appears to be in good condition:



The Buchanan Preservation Society asks that the City rebuild both the collapsed and the deteriorated portions of the northerly mill race wall; and since the race is a contributing resource to the Downton Historic District and an integral component of Pears Mill operations, the Society also asks to be a partner in the design and execution of this work.

The length of wall that requires immediate attention is about 60 feet. Salvaged materials should be reused and similar materials procured if necessary. The end result should be a wall similar in appearance to the original wall. The height of the new wall could be made lower by removing some of the existing bank and grading it similar to the slope of the bank parallel with the fire station. Lowering the height of the wall should increase its stability.

Thank you for your time and for your favorable consideration.

Sincerely,

Beth Murphy
President
Buchanan Preservation Society

Peter Lysy
Treasurer
Buchanan Preservation Society

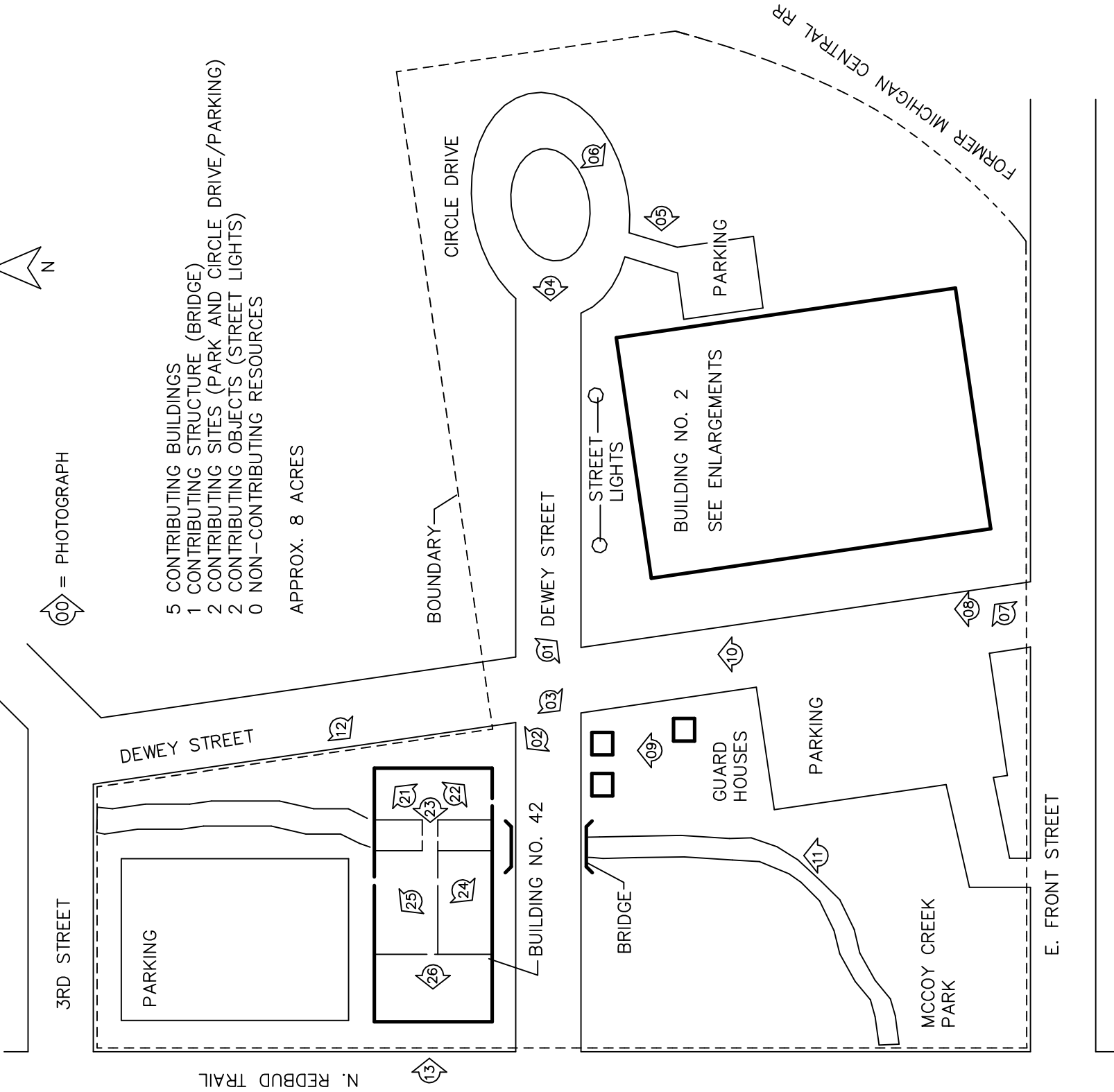
CLARK EQUIPMENT COMPLEX HISTORIC DISTRICT
 NATIONAL REGISTER OF HISTORIC PLACES
 BUCHANAN, BERRIEN COUNTY, MI



 = PHOTOGRAPH

- 5 CONTRIBUTING BUILDINGS
- 1 CONTRIBUTING STRUCTURE (BRIDGE)
- 2 CONTRIBUTING SITES (PARK AND CIRCLE DRIVE/PARKING)
- 2 CONTRIBUTING OBJECTS (STREET LIGHTS)
- 0 NON-CONTRIBUTING RESOURCES

APPROX. 8 ACRES



United States Department of the Interior
 National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

Historic name: Clark Equipment Complex Historic District

Other names/site number: _____

Name of related multiple property listing:

N/A

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

Street & number: Roughly bounded by Redbud Trail (W), Dewey Street and former railroad (E), 3rd Street (N), and Front Street (S); note that Dewey Street extends into the district and turns north to form a portion of the eastern boundary.

City or town: Buchanan State: MI County: Berrien

Not For Publication: Vicinity:

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this nomination ___ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property meets ___ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

national statewide local

Applicable National Register Criteria:

A B C D

<p>_____ Signature of certifying official/Title:</p>	<p>_____ Date</p>
<p>_____ State or Federal agency/bureau or Tribal Government</p>	

Clark Equipment Complex Historic District
Name of Property

Berrien County, MI
County and State

In my opinion, the property ___ meets ___ does not meet the National Register criteria.

Signature of commenting official: _____ **Date** _____

Title : _____ **State or Federal agency/bureau or Tribal Government** _____

4. National Park Service Certification

I hereby certify that this property is:
___ entered in the National Register
___ determined eligible for the National Register
___ determined not eligible for the National Register
___ removed from the National Register
___ other (explain:) _____

Signature of the Keeper

Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

- Private:
- Public – Local
- Public – State
- Public – Federal

Category of Property

(Check only **one** box.)

- Building(s)
- District
- Site

Clark Equipment Complex Historic District
Name of Property

Berrien County, MI
County and State

Structure
Object

Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
<u>5</u>	<u>0</u>	buildings
<u>2</u>	<u>0</u>	sites
<u>1</u>	<u>0</u>	structures
<u>2</u>	<u>0</u>	objects
<u>10</u>	<u>0</u>	Total

Number of contributing resources previously listed in the National Register 0

6. Function or Use

Historic Functions

(Enter categories from instructions.)

INDUSTRY/PROCESSING/EXTRACTION: manufacturing facility

LANDSCAPE: parking lot

LANDSCAPE: park

Current Functions

(Enter categories from instructions.)

INDUSTRY/PROCESSING/EXTRACTION: manufacturing facility

COMMERCE/TRADE: business

AGRICULTURE/SUBSISTENCE: processing

LANDSCAPE: park

Clark Equipment Complex Historic District
Name of Property

Berrien County, MI
County and State

7. Description

Architectural Classification

(Enter categories from instructions.)

LATE VICTORIAN: Renaissance Revival

MODERN MOVEMENT: Moderne

Materials: (enter categories from instructions.)

Principal exterior materials of the property: BRICK

Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

Summary Paragraph

The former Clark Equipment Complex is situated on the northeast corner of East Front Street and North Redbud Trail, at the east edge of Buchanan’s historic downtown district. While the origins of the company/complex date to 1904, the earliest extant building (Building No. 2) was constructed by 1916 in a loosely-interpreted Renaissance Style. It served as the main corporate offices with manufacturing in the rear. Four more buildings followed, taking on the general character and style of Building No. 2, including three small guard houses (c. 1920-1940) and a more modern building (No. 42) constructed c. 1944. Combined with a park-like area through which McCoy Creek runs, tucked into the southwest corner of the complex, the Clark Equipment Complex has an unusual setting for an industrial district. This includes trees and historic street lights, manicured park, and proximity of the buildings to Dewey Street. The street forms the main spine through the complex from Redbud Trail on the west before it turns and goes north, forming the eastern boundary. The park and guard houses are located on the south side of Dewey Street, while Building No. 42 is on the north. Dewey Street turns north at the northwest corner of Building No. 2, located on the south side of Dewey Street. A circle drive and former parking lot on the east side of Building No. 2 served as a staging and demonstration area for the company and is included as part of the overall complex site.

Clark Equipment Complex Historic District
Name of Property

Berrien County, MI
County and State

Narrative Description

The district was first utilized in 1904 by the George Rich Manufacturing who relocated from Chicago to Buchanan. A fairly ordinary brick industrial building was located at the site (no longer extant) prior to the construction of the complex’s main building with offices built in 1915 (Building No. 2, photo 01). This was built on the south side of Dewey Street in the southeast corner of the complex. The building was expanded with second-story wings extending from an existing second floor in 1917 to its current configuration. Interior alterations were made up until about 1960. In 1916, the name was changed from Celfor Tool (a name adopted in 1906) to Clark Equipment. Over the years, Clark Equipment produced industrial machinery, tractor and truck equipment, engines and parts from its facilities.

Clark expanded northeast of the original complex location with several large manufacturing buildings into the 1940s-1950s. Many of these have been razed or are in deteriorated condition to the extent that the original complex appears to stand apart and well-isolated to the area first utilized in 1904. Three small guard houses were constructed c. 1920-1940 (photo 03) on the south side of Dewey Street. They occupy an area that was essentially set aside by Clark for a park through which McCoy Creek runs from the southwest to the north (photo 11). This area was maintained and landscaped for company employees to enjoy. McCoy Creek flows north, under Dewey Street and Building No. 42 before it emerges along the west edge of Dewey Street as the road turns and heads north near the east boundary of the district. Building No. 42, built in 1944 and used as the company laboratory (photo 02), has few alterations, mostly minor interior changes recently adapted for a restaurant/orchard market enterprise. Aside from the five buildings, the Dewey Street Bridge (1913) is considered a contributing structure and two historic street lights (c. 1915) flanking the entry to Building No. 2 are considered contributing objects. The park and the organization of the site with parking and circle drive are considered contributing sites (2).

The site was used for industrial purposes from 1904 through Clark’s closure in the early 1990s, then used by FS Carbon until 1998 when the city of Buchanan purchased the property. In 2018, Building No. 2 and the guard houses were purchased by the current private developer. Building No. 42 is owned by a private restaurateur and the City of Buchanan owns and maintains the park through which their trail system is routed.

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BUILDING NO. 2. Renaissance Revival, 1916/1917. Contributing
 324 Dewey Street. Photos 01, 05-08, 14-20

The long, cream-colored brick building is two-stories in its front (north) third and one-story with a raised center section, similar to a monitor roof. It has a concrete foundation and bays of windows divided by pilasters. The south part of the building was used for manufacturing and therefore is simpler in design with industrial-style steel windows while the north/front part was used for offices and features 12/1, 8/1, 6/1, and 1/1 vinyl configurations. The windows have concrete sills. The front part of the building will be described first, followed by the back manufacturing area.

The front (north) façade faces an extension of Dewey Street and has a symmetrical arrangement with seven bays divided by two-story pilasters with stylized capitals of brick (photo 01). A beltcourse of soldier brick wraps the front section of the building and forms lintels over the second story windows. A stone belt course tops the brick beltcourse above which rises an entablature topped with a simple brick cornice. The center three bays, which project slightly, were constructed originally as two-stories while the outer four bays were one-story wings that had a second story added c. 1930. The center/entry bay features a raised, one-story, projecting entry topped with a stylized cornice with dentils and end blocks capped with limestone. The entry is composed of a pair of aluminum storefront doors with full windows, side-lites, and tall transom. Small 4/1 vinyl windows flank the entry in the first story. The second story features a pair of 8/1 vinyl windows flanked by 6/1 windows. The bays flanking the entry bay features rows of three windows in the first and second story; the first story has tall 9/1 windows and the second story has 6/1 windows. Stone corbels that once carried window boxes are located between the first and second stories in the middle three bays. The middle three bays carry a low-pitched gabled parapet with simple brick cornice. The two bays flanking the center section (of three bays) feature two pairs of 12/1 vinyl windows on the first story and two pairs of 8/1 vinyl windows on the second story. The outer-most bays feature a row of 12/1 vinyl windows on the first story and three 6/1 vinyl windows, divided by narrow pilasters of brick, on the second story.

The east façade of the front section is divided into seven narrow bays by two-story pilasters (photo 05). Each bay features a pair of windows in the first story and a 1/1 vinyl window in the second story. The first story windows are wood with a bottom awning sash and the top part of the window covered with wood. The third bay from the south features an aluminum storefront door with full window in place of a window in the north half of its first story. The west façade is also divided into seven bays by two-story pilasters, but is more irregularly divided with less consistent fenestration. The bay second from the south is much wider than the other bays and features a steel door flanked by awning windows on its first story and an 8/1 vinyl window centered in its second story. The remaining bays feature first story windows matching, mostly, those on the east façade, with the north four bays with sliding vinyl windows in place of wood awning windows. The second story features an 8/1 vinyl window typically centered in the bay, except for the third bay from the north which features a pair of 8/1 vinyl windows, and the second bay from the north that has no window.

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Most of the south façade is covered by the one-story manufacturing section on the back of the building. Where the second story is exposed, the front section features 1/1 vinyl windows in openings with concrete sills and segmental arches.

The long, back section of the building features narrow bays divided by brick pilasters on the east and west facades (photos 06, 08). Full-width windows are between the pilasters and typically feature a pair of wood awning windows with a concrete sill topped by a pair of tall panels that extend to the eave. There are two wider bays on the west façade that feature metal garage doors (near each end) and three bays that feature steel entry doors. The east façade features a large metal garage door near its north end and three bays with steel entry doors.

The south façade, fronting Front Street, is divided into three parts with a tall, central part flanked by one-story wings (right side of photo 07). The central part features three tall windows divided by narrow pilasters of brick. The windows are divided by nine panels, all covered. The central part features a low-pitched gable with shallow eave with wood fascia. The taller section forms the end wall to a monitor-like roof that extends from the two-story front section to the south. The east wing features three windows divided by narrow pilasters of brick. Each window has two awnings at the bottom (near the foundation wall) and two tall top panels that are covered. The west wing has only two of these windows. The wings have parapet walls capped with concrete.

The interior of the building is organized with a front lobby with staircase (photo 14) off of which short corridors extend to the east and west, and a long central corridor extends to the south through the manufacturing section (photo 15). The first and second story of the front section has banks of offices on either side of the short corridors with windows in their exterior walls. The second story contained executive offices (photos 19-20) and a board room near the central core (photo 18). Men's and women's toilet rooms and an elevator are also in the central core near the staircase. Most of the finishes in this section of the building are modern, post-Clark's use of the facility. However, several important historic finishes have been retained including some of the wood-paneled walls of executive offices and the board room as well as ceramic tile in toilet rooms. The staircase, which has a midway landing with dual runs off to each side, features wood posts and board railings. These finishes/features date to a remodel campaign by Clark c. 1955.

The long, central corridor has a series of large rooms off each side as well as a bank of smaller rooms along its east side that were used for breakrooms and toilet room. A large mechanical room is off the west side and all of the larger rooms feature windows in their exterior walls and wood columns that support the roof (photo 16). The south end of the building features one large room at the end of the central corridor; it is the only area that maintains its taller ceiling which extends into the monitor roof (photo 17). Few of the manufacturing section's features have been modernized, though some later dividing walls were constructed of concrete block. Much of the exterior wall is exposed brick and many of the building's wood columns, chamfered, are exposed and support exposed steel trusses that carry the roof. Most of the floor throughout the back section is concrete.

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The following three buildings served as guard houses and are very similarly-designed and have a single room. They are positioned on the southwest corner of the intersection of Dewey Street and a south-leading private drive that connects to Front Street. Photos 03, 09-10.

SOUTH GUARD HOUSE. Renaissance Revival, c. 1920. Contributing
 324 Dewey Street. Left side of photo 10.

The nearly-square, cream-colored brick building features a concrete foundation, tapered, and base course of soldier brick. The building has wide corner pilasters. The one-story building faces east and features a wood door with two panels in the bottom and a window composed of twelve lites in the top. The building features pairs of 4/1 wood windows with stone sills centered in its north and south walls. No windows are located in the west wall. The windows and door are trimmed with soldier coursing. The pilasters feature two rows of brick stacked vertically and a stylized brick capital. A short brick cornice tops the walls. The building's hipped roof is covered with red-colored Spanish tile with raised ridge caps and features a metal gutter on the eaves.

EAST GUARD HOUSE. Renaissance Revival, c. 1920. Contributing
 324 Dewey Street. Foreground of photo 03, right side of photo 09.

The East Guard House is identical to the South Guard House except that it faces north (Dewey Street) and its paired wood windows have been replaced with a single 1/1 vinyl window in the east and west openings that once held two windows. The building's stylized capitals feature terra cotta panels and the brick cornice features terra cotta dentils. An extension of the building's concrete foundation on its northwest corner forms a tall, tapered, plinth for a concrete urn. This feature frames the east side of a concrete sidewalk between the East and West Guard Houses.

WEST GUARD HOUSE. Renaissance Revival, c. 1940. Contributing
 324 Dewey Street. Right side of photo 03, middle of photo 09.

The West Guard House matches the South Guard Houses except that it has different fenestration treatment, possibly from a later construction date. The east, west, and south walls feature rows of metal casement windows on a concrete sill between the corner pilasters. Each casement is divided into six lites. The front (north) façade features a wood door with full window divided into multiple lites. It is flanked by steel casement windows with concrete sills.

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BUILDING NO. 42. Moderne, 1944. Contributing
204 N. Redbud Road. Photos 02, 11-13.

The one-story cream-colored brick building has a concrete foundation and rounded corners. The building's windows, in long rows, are a combination of large industrial steel sashes divided into multiple lites and glass block on concrete sills. The building has parapet walls capped with concrete. The building was constructed c. 1944 over McCoy Creek and was used as a laboratory for Clark Equipment.

The front façade, facing Dewey Street, is divided into three parts with its wide, central part slightly taller (photo 02). The east and west parts wrap around from the respective east and west facades. The west part features rows of steel sash windows, divided into multiple lites, on a concrete sill. The east part features three bays. The outer bays feature a large window divided into three equal parts on a concrete sill. The middle part is composed of a large steel sash divided into twelve lites and the flanking parts are composed of glass block. The middle bay projects slightly by one wythe and features an entry recessed by one wythe. The entry is composed of an aluminum storefront door with full window, side-lite, and tall transom composed of glass block. The central part of the façade features a row of tall steel windows divided into multiple lites on a concrete sill. A simple cornice board tops the central part, which extends the full-width between narrow parapet walls that extend north/south terminating the raised section in the middle of the building. A steel door is in the east end of the central section and an aluminum storefront door with full window is near the center.

The east façade (photo 12) features rounded corners composed of stacked courses of rowlocks and a full-width row of five windows, mostly composed of glass block, on a concrete sill. The wide middle window and outer corner windows, which are rounded, are fully-composed of glass block. The other two windows are divided into three equal parts with a middle steel sash divided into sixteen lites flanked by sections composed of glass block.

The west façade (photo 13), facing Red Bud Trail, features three large metal garage bay doors. The middle door is slightly taller and narrower than the other two. A steel door is between the middle and south garage doors. The façade features rounded corners composed of stacked courses of rowlocks. The façade has a parapet wall stepped up in the center to form the west end of the building's monitor roof. The parapet wall is capped with concrete.

The back (north) façade is divided into three parts with its wide, central part slightly taller. The east part wraps around from the east façade and features a metal storefront door with full window near its east end. The west end features a large window composed of steel sashes and concrete sill. Below this point, McCoy Creek emerges and flows to the north. The central part features a row of tall steel windows divided into multiple panes with a concrete sill. A narrow section in the east half is covered with metal. The west part of the façade features a wainscot of brick with concrete cap. The wall above the cap is covered with metal. A concrete loading dock and two metal garage doors are in the east half of the west part of the façade.

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The interior is divided into a warehouse section at its west end (photo 26), serviced by loading docks, and three large room in its central section (photo 24-25). The east end features a large tasting and dining room (photos 21-22) and is accessed by a short hallway off of which are toilet rooms and other support spaces (photo 23). Much of the east part of the building features buff-colored glazed block walls and glass block windows. The remainder of the building features concrete floors, brick or block walls, and ceilings of open framework.

DEWEY STREET BRIDGE. 1913. Contributing (structure)

N/A Dewey Street. Eastman & Most, contractors. Photo 11.

The filled-spandrel arch bridge spans McCoy Creek as it flows north under Dewey Street and continues north and flows under Building No. 42. The arch is parged with concrete on its south wall; the north wall is not exposed. A concrete railing, topped with a metal railing, is on the south side of the bridge. Dewey Street is a paved road with a concrete sidewalk along its south edge. The bridge appears in the 1917 Sanborn Fire Insurance Maps and noted as “concrete.” The railing appears to be a later, c. 1950, installation. No bridge, nor the extension of Dewey Street, appear in the 1911 Sanborn Maps.

MCCOY CREEK PARK, also known as McCoy Pond Duck Park. c. 1930. Contributing (site)
301 Dewey Street

The park is located on the southwest corner of the site, situated on the northeast corner of the intersection of Red Bud Trail and Front Street, south of Dewey Street and west of the private lane that extends south from Dewey Street to Front Street. The area features lawn and mature landscaping and has concrete walkways that extends through it, crossing McCoy Creek on a modern bridge. McCoy Creek, which flows from the west, extends through the park diagonally to the north before it flows under Dewey Street. Prior to about 1925, there were two channels of the creek that flowed onto the site before joining and flowing northeast to a mill pond. The channels were combined and the park developed for the enjoyment of company workers. The park serves the same purpose for the residents of Buchanan today and is owned by the city.

EAST PARKING LOT & CIRCLE DRIVE/DISPLAY LOT. c. 1920. Contributing (site)

N/A Dewey Street

Dewey Street terminates at its east end in a circle drive that was created by Clark Equipment as a verdant garden area that fronted the original buildings on the north, and the company’s theater, like a large, landscaped lawn. A broad parking area once used for a display and demonstration area extends east from the east wall of Building No. 2, south of the circle drive, to the former alignment of the Michigan Central Railroad. It is covered with deteriorating asphalt, though sections are more intact closer to the building. Combined, this area is considered a contributing site.

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8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B. Property is associated with the lives of persons significant in our past.
- C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D. Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

- A. Owned by a religious institution or used for religious purposes
- B. Removed from its original location
- C. A birthplace or grave
- D. A cemetery
- E. A reconstructed building, object, or structure
- F. A commemorative property
- G. Less than 50 years old or achieving significance within the past 50 years

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Areas of Significance
(Enter categories from instructions.)

INDUSTRY

ARCHITECTURE

Period of Significance

c. 1913-1944

Significant Dates

Significant Person

(Complete only if Criterion B is marked above.)

Cultural Affiliation

Architect/Builder

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Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

The Clark Equipment Complex is eligible for listing in the National Register of Historic Places using criterion A under Industry as the area of significance. Clark Equipment traces its origins to a Chicago manufacturing firm, George R. Rich Manufacturing, established in 1902 and lured to Buchanan through city-inspired incentives to attract manufacturing. Rich relocated in 1904, buying the northeast corner of Redbud Trail and East Front Street. At that time, the company produced heavy-duty drills used in the railroad industry from the Buchanan plant. The company struggled, but with oversight and retooling by Eugene Clark, the company quickly turned around and started on a good trajectory by 1906. That year the name was also changed to Celfor Tool. With the company on solid ground, they paid their first dividends to stockholders in 1909 and expanded with the construction of a new building for both corporate offices and manufacturing opposite the original building on the south side of Dewey Street. That building, Building No. 2, was finished by 1916-1917 and set the standard for of architectural design for the remaining campus. It would serve as Clark’s corporate headquarters through the early 1970s.

The Clark Equipment Complex is also eligible for listing using criterion C under Architecture as the area of significance. While the complex’s greater significance is related to the history of Clark Equipment as an industrial manufacturer, the complex is also notable for its architecture. The building which served as Clark’s corporate offices and manufacturing center during the 1910s-1960s, Building No. 2, has features of the Renaissance Revival style popular during the early 20th century. Clark seemed to be acutely aware of the image it wanted to project because not only did it provide a more formal façade with refined elements, it also incorporated a vast number of planters to give the building hanging gardens from its windows and terrace. This image was further enhanced on the campus when three guard houses were built c. 1920-1940 with matching attention to style, materials, and features in the southwest corner of the complex. The brick guard houses feature corner pilasters, matching those on Building No. 2, and tile roofs. When Building No. 42 was constructed c. 1944 on the north side of Dewey Street, spanning McCoy Creek, it seemed that Clark wanted to project a more modern image, with rounded building corners and glass block, sleeker than the plant’s older buildings. However, it continued the use of the same cream-colored brick and banding that matched Building No. 2. This gives the entire campus from which Clark Equipment originated a unified, cohesive appearance.

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Narrative Statement of Significance (Provide at least **one** paragraph for each area of significance.)

INDUSTRY

Clark Equipment’s origins were in Chicago where the forerunner of Clark, the George R. Rich Manufacturing Company, was founded in 1902 to produce boring bars. Between 1903 and 1904, the Rich Company was seeking new facilities for expansion. A company leader saw an advertisement placed in a Chicago newspaper by the Business Men’s Association of Buchanan, Michigan, promoting the city’s amenities and offered free rent and inexpensive power from the St. Joseph River Dam. Leaders from the Rich Company reached out to Buchanan who sent a two-man delegation of John Morris and Charles F. Pears to inspect the company in Chicago. In 1904, an agreement was made between the George Rich Company and the Businessmen’s Association which included a guarantee payment of \$40 per month for space in the former Hatch Cutlery Company building, paid by the association for three years, and reduced rate for electricity produced at the dam by C. A. Chapin. The company would become synonymous with Buchanan during most of the remainder of the 20th century.¹

Buchanan’s industrial base was practically non-existent at the time the Rich Company relocated from Chicago. Buchanan’s mid-to-late 19th century industry was largely focused on milling and production of hardwood goods, particularly furniture and cabinetry. Thirteen mills had sprung up along McCoy Creek and/or the mill race by the late 1800s. Pears Mill in downtown Buchanan and the mill race remain as testaments to the town’s early industry. Another important manufacturer from the town’s early days was the Zinc Collar Pad Company, which produced padded zinc horse collars; its building is also extant. Buchanan’s population had reached 2000 by 1880, surpassing or rivaling any other towns in Berrien County, and was evidence of the town’s labor supply for industry and commerce. Other notable companies were Rough Brothers Wagon Works and Black & Willard Furniture Company. As hardwoods were depleted and the nature of industry changed, the community’s industrial boom period had come to a close by the end of the 19th century.² The town’s position, however, with ample supply of hydraulic power and water, labor, and its transportation network, including most importantly the Michigan Central Railroad, were all attractive features for the Rich Company in 1904.

The Rich Company struggled with issues concerning their drill product produced in Chicago, determined to be a metallurgy issue, and thus brought in the expertise of Eugene Bradley Clark. Clark, a Cornell University graduate, was employed as a mechanical engineer at the Illinois Steel Company. Clark’s recommendations were taken by the board of directors who made him an equal partner and manager of the new Buchanan plant. This move proved to be the most consequential decision the company made because it set it on the trajectory of success and massive expansion in Buchanan, leading to further development of manufacturing plants in other Michigan cities and across the country. In 1907, the Rich Company was officially dissolved and

¹ Goodsell & Myers, pg. 181
² Hawes, pg. 165

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reorganized as the Celfor Tool Company. Shortly after, the company established the Buchanan Electric Steel Company to produce steel through an electric furnace process for which a new building was constructed by the company between 1910 and 1911. The transfer of title for the factory site between the town and Celfor Tool occurred in 1913, fulfilling a commitment of payroll and expansion.

The leading manufacturing company in Buchanan at the time of Rich’s arrival was Lee & Porter Axle Works, producer of automobile axles. The company burned in 1913 and the decision was made not to rebuild leaving Celfor as essentially the only manufacturer in Buchanan. Celfor absorbed many of the employees of Lee & Porter, and eventually their lead developer, R. J. Burrows. Celfor began producing truck axles which it continued to produce through their axle division in Buchanan into the 1950s. The Campbell Transmission Company, established in Buchanan in 1921, closed just five years later. As these early 20th century industries closed their doors, Buchanan came to rely on Clark as its reason for existence.³

While yet operating under the name Celfor, the small Clark campus began to take shape. The original building into which the company moved, on the north side of Dewey Street, was expanded in the 1910s and Building No. 2 was constructed by 1916. Buchanan aided the company’s expansion with ease of access to the complex through the construction of the Dewey Street Bridge in 1913 (right side of photo 11) and some rerouting of McCoy Creek to permit better land use. On December 27, 1916, Celfor and Buchanan Electric merged and became Clark Equipment Company⁴, named for Eugene Clark, the name it retained while it remained in Buchanan. The Clark Equipment Company rode the wave of American industrialization, partly fueled by population shift from agricultural production to manufacturing, but also fueled by America’s entry into both World Wars.

The need for transporting parts around the Clark complex resulted in the development of a small three-wheeled buggy which became the inspiration for truck design that would follow.⁵ The company focused its efforts in industrial truck development, feeling that the automobile market was saturated and that industrial equipment was in demand. This culminated with construction of a large building in 1914 (no longer extant) and led the way for the company’s biggest expansions in the remaining first half of the 20th century.

A demand for this truck equipment began just prior to America’s entry into World War I. In 1915, employment at the plant included 400 men and a monthly payroll of \$25,000 resulted in the entire community “basking in prosperity.”⁶ During the war, the company produced gas-powered buggies for the United States called “trucktractors” which were far superior to battery-operated buggies previously used. The company continued to improve the design of these trucks, including the addition of a lift platform to the vehicles, until it produced a truck with all of the new features combined to create the lift truck. Expansions to facilities in 1916 included a new building for the company’s wheel division (photo 01) and an addition to the axle plant. By 1917,

³ Goodsell & Myers, pg. 160

⁴ French, pg. 33

⁵ Phillips, pgs. 15-16

⁶ French, pg. 31

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a second story was added for office expansion on the wheel building, constructed the previous year, to handle all of the company’s new business associated with the war.⁷ By the close of the war in 1918, the company’s employment had doubled to 800 and sales and profits had reached a six-year peak. The average production worker logged 59 hours and earned \$20.65 a week.⁸

Through the remaining 1920s, the company continued to expand by producing several other parts along with the Trucktractor. With its significant profits, the company survived the Great Depression despite losses. The company’s expansion in the 1920s is evident from a 1925 appraisal map and a 1930 rendering of the complex which then included substantial development on both sides of Dewey Street (then Second Street) and two of the guard houses in the complex’s southwest corner (photo 03). These include Building Nos. 1 and 2 on the south side of Dewey and Building Nos. 3 through 25 on the north side of Dewey. One other building was located on the south side of Front Street, opposite Building No. 2 and was designated Building No. 28. Of these, only about nine were of any substantial size used for manufacturing, offices, or storage. The Clark Equipment Company also placed heavy emphasis on beautifying its facilities, through development of an on-site greenhouse by 1920 and nurserymen to maintain exquisite gardens, planters, etc., throughout the complex.

Further development of truck and tractor undercarriages proved profitable as the United States entered World War II and their product was again used by the military. Average monthly production on the truck tractor division was 60 units in 1939 which climbed to 2500 units by the early 1940s. By that time, an additional guard house needed for the security of the plant, was built at the crossing of Dewey Street over McCoy Creek, located along the edge of the park developed for employees. The guard houses took their architectural cues from Building No. 2. Building No. 42 (photo 02), located on the north side of Dewey Street, was constructed c. 1944 and was used as the company laboratory. It stands as a testament of the company’s important production role during WWII. The building’s materials matched those of Building No. 2, but took a decidedly modern turn in their interpretation. During the war, the company’s namesake and president, Eugene Clark, died in 1942 and was followed by Albert Bonner, who served only a few short years, taking the company through World War II before he died in 1945. By this time, the company’s complex had grown extensively, expanding northeast from the original plant location and lining much of the area between Third and River Streets east of Redbud Trail.⁹

During World War II, many of Clark’s employees left for military service, but the need for labor was even higher during this time to supply military contracts. Clark imported laborers from the deep South to solve their labor crisis. The company brought in 3000 workers to meet demand, which put an enormous strain on Buchanan’s housing and utilities. The population of the community rose from 4000 in 1940 to 6000 in 1945. Clark had created the Liberty Heights Subdivision to help provide housing in Buchanan during the 1920s, and they were again engaged in solving the housing shortage in the 1940s. Through company efforts and the Federal Public Housing Authority, prefabricated home developments and mobile home parks such as “Moccasin

⁷ French, pg. 33
⁸ French, pg. 34
⁹ Clark Equipment Map, 1956

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Court” were created in the city to house workers. Many of these had their own community clubs or associations and governing rules. By 1943, it was estimated that two-thirds to three-quarters of Buchanan’s population were engaged in industry, largely at Clark’s. Another important introduction by the company during World War II was the creation of a magazine that featured many of the company’s employees, various activities at the company, and always led with information about company employees who were enlisted with the military. The first issue of “At Clarks” debuted in September 1943 and continued for many years after.

Through the late 1940s and into the early 1950s, Clark’s product line shifted and was largely geared toward the automobile with axle and transmission manufacturing. New company president, George Spatta, reorganized the company. A new factory was built in Jackson, Michigan where transmission manufacturing was consolidated between 1948 and 1949. The company also sold its drill division, which gave the original Rich Company its start, in 1949. In an effort to diversify, the company acquired another Michigan-based company, Ross Carrier Company, in 1953 which allowed Clark to expand into development of front-end loaders and other construction-oriented equipment. The corporate offices were also remodeled by the early 1960s, prior to the construction of the company’s new corporate headquarters further north on Redbud Trail overlooking the St. Joseph River (1974). Beginning with a plant in Bolivia in 1954, Clark began to look at international development of manufacturing plants and by the 1960s, Clark Equipment had essentially become a global company.

The economic recession of the 1980s led to most of the closure of the company’s Buchanan manufacturing facilities. Wages in Buchanan averaged about \$25.00 an hour, but the company’s facilities in North Carolina were about \$15.00 an hour. The closure of the company’s plants in Buchanan and Benton Harbor in 1982 left 700 people unemployed. By the early 1990s, all manufacturing by the company had ceased in Buchanan and its administrative headquarters closed.

The importance of Clark Equipment to Buchanan is without question. “Buchanan’s economic and social life revolved around Clark. Families and neighbors worked for Clark. People lived in Clark-built houses, played on Clark-sponsored sports teams (established by the 1920s), and enjoyed entertainment at the Clark Theater. The city and Clark grew together.”¹⁰ Clark Theater was constructed for company employees and the community in 1917 and featured a 600-seat auditorium. This was the center for performances by the “Clark Players” and events for the company, and community, for decades to come. The company also renovated a house in Buchanan into “Clark Hospital” for employees and town residents, and established a band for its employees by 1922. Sports teams included men’s and women’s basketball teams, bowling teams, and baseball teams. Clark bestowed a special honor on men who had worked for the company 20 or 30+ years with the introduction of bronze medals by 1939. The men, dubbed “Medal Men” received a sophisticated medal and certificate from the company. When the program was introduced, Harry E. Berry was the longest-serving employee having started with the company when it opened in 1904.¹¹

¹⁰ Goodsell & Myers, pg. 181
¹¹ Hawes (Medal Men), pg. 3

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Clark Equipment's departure from Buchanan in the 1980s proved to be devastating to the community and created a "void the city has only begun to fill."¹² Still, many Buchanan residents recall working for Clark, or have multiple generations of family who were employed by the company since it came to Buchanan at the beginning of the 20th century. Clark's legacy still looms large over the city.

ARCHITECTURE

Of importance is the unusual intention of the Clark Equipment Complex to compose a garden-like appearance of formality in design which is attributed to all of the buildings that compose the district (photos 01-03). As the company first began to grow, there was importance placed on the architectural style of the buildings that would shape the complex and provide an image to its customers. While Clark began in a fairly simple, utilitarian building on the north side of Dewey Street, through subsequent construction projects and remodeling, buildings were designed in the Renaissance Revival style, though simple in its application. Building No. 2 (photo 01) was the first to exhibit features of the style when it was constructed c. 1916. The organization of the façade, with bays divided by pilasters with stylized capitals and rows of windows, was punctuated by an unusual use of flower boxes and urns to give the impression of a hanging garden with terraces. The corbels that supported the flower boxes are extant in the center of the façade. The façade is further formalized with the tall, gabled pediment rising over the center section. While the style's features are simple on Building No. 2, the three small guard houses on the campus better reflect the company's desire to provide an attractive campus and fully embrace the Renaissance style with the use of corner pilasters with stylized capitals and hipped roofs covered with Spanish tile (photo 03). One extant relic of the garden-like atmosphere of the campus, besides the small park developed for employees, is the concrete pedestal and urn attached to the East Guard House, framing the east side of the sidewalk entering the park.

The Italian Renaissance Revival style was popular from about 1890-1935, though it was far less common than its contemporary Colonial Revival and Craftsman styles. The style was used even less often in more rural or smaller cities, like Crawfordsville. The use of the style in Crawfordsville is owed to Durham's selection of architect James F. Alexander & Son of Lafayette. The house, an early example of the style regardless of location, was designed in 1899 by Alexander who would no doubt have been familiar with architectural styles trending in the country at the turn of the century. The first buildings (Villard Houses) to be designed in this style in the United States were located in New York and designed by McKim, Mead & White in 1883.¹³ Architects and clients alike were more likely to have visited Italy during the late 1800s-early 1900s and became familiar with Italian precedents, which then led to better-designed buildings with more attention to the style's features. Still, the style's heyday seems more related to residential architecture of the 1910s-1930s, which were more modestly-scaled, with hipped, often tiled, roofs.

¹² Goodsell & Myers, pg. 181

¹³ McAlester, pg. 498

Clark Equipment Complex Historic District
Name of Property

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County and State

Building construction near the original Clark Equipment campus declined during the 1930s, partly because the company’s expansion required larger tracts of land which were found further to the northeast. However, when it came time to construct a laboratory building during World War II, the company required security for the building, and therefore used one of the last remaining open tracts of land near the original campus and administrative area. This required constructing a building across McCoy Creek on the north side of Dewey Street, northwest of the main offices. While the importance of having a unified appearance to the campus is evident in the continued use of cream-colored brick in the c. 1944 laboratory building, or Building No. 42 (photo 02), it is also evident Clark Equipment wanted to project a modern approach to building. They turned to a more streamlined appearance with a very long, horizontal design with ribbon windows of steel sashes and glass block. And instead of the rigidity of pilasters on corners, the building was designed with rounded corners to minimize the edge and have the appearance of motion. Clark Equipment turned from the Renaissance style to Art Moderne with ease.

The American movement of modern architecture had its strongest push after the 1922 architectural design competition for the *Chicago Tribune* building in which the Finnish architect, Eliel Saarinen’s modern design came in second to a Gothic Revival design. Saarinen’s design popularized the modern movement in the United States which led to the use of the Art Deco and Art Moderne styles. The former was “decorated” with stylized features in the 1920s-1930s and the latter was stripped of decoration and used more aerodynamic lines for walls and roofs from the 1930s-1940s. The proliferation of the styles’ use depended on two significant events in American history, the Great Depression of the early 1930s and World War II during the early 1940s. Significant numbers of buildings were constructed in the styles between about 1928 and 1931, then again between about 1935 and 1940. The styles, more so the Moderne style, had a brief resurgence in popularity in post-war America during the mid-to-late 1940s. By the 1950s, the country had turned its attention to more contemporary architectural styles including the International Style.¹⁴ Art Moderne came to symbolize sophistication and imagination, symbolic of Clark's growing corporation.

¹⁴ McAlester, pg. 581

Clark Equipment Complex Historic District
 Name of Property

Berrien County, MI
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9. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form.)

“At Clarks” September 1943 Vol. 1 No. 1 (Buchanan: Clark Equipment Company).

“Clark Celebrates 75th Birthday” Special Edition of the Berrien County Record. Sect 3. 11 May 1978.

Clark Equipment Company Appraisal Map, 1925 (Coats & Burchard Co. Chicago). Buchanan Library Archives.

Clark Equipment Company Main Plant Map, 1956. Buchanan Library Archives

French, Robert W. Living Together: Buchanan and Clark 1904-1975. Clark Equipment, 1976.

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<http://www.fundinguniverse.com/company-histories/clark-equipment-company-history/>.

Accessed 2/24/22.

Goodsell, Leo J. & Myers, Robert C. Greetings from Buchanan. Berrien Springs, MI: Buchanan Historical Society, 2005.

Hawes, Walton C. The Story of Buchanan: A History. Berrien Springs, MI: Buchanan Historical Society, 2004.

Hawes, Walton C. With the Medal Men at Clarks. Berrien County Record publication, 1939. Buchanan Library archives.

Hendrixson, Randy (owner). Private research at the Berrien County Historical Society where documents were donated by the Clark Equipment Company in 1996. Mr. Hendrixson has compiled a summary history of the company, particularly as it relates to the original campus being nominated.

Lysy, Peter, Buchanan District Library Local History Archivist. Private research related to construction of Building No. 42 and Clark’s corporate office relocation in 1974.

McAlester, Virginia. A Field Guide to American Houses. New York: Alfred A. Knopf, 2006.

Phillips, B. E. *—Plus Faith Unlimited: The Story of Clark Equipment Company*. Clark Equipment publication, 1978.

Clark Equipment Complex Historic District
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Previous documentation on file (NPS):

- preliminary determination of individual listing (36 CFR 67) has been requested
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey # _____
- recorded by Historic American Engineering Record # _____
- recorded by Historic American Landscape Survey # _____

Primary location of additional data:

- State Historic Preservation Office
 - Other State agency
 - Federal agency
 - Local government
 - University
 - Other
- Name of repository: _____

Historic Resources Survey Number (if assigned): _____

10. Geographical Data

Acreage of Property Approx. 8 acres

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Use either the UTM system or latitude/longitude coordinates

Latitude/Longitude Coordinates

Datum if other than WGS84: _____

(enter coordinates to 6 decimal places)

- 1. Latitude: _____ Longitude: _____
- 2. Latitude: _____ Longitude: _____
- 3. Latitude: _____ Longitude: _____
- 4. Latitude: _____ Longitude: _____

Or

UTM References

Datum (indicated on USGS map):

NAD 1927 or NAD 1983

- 1. Zone: _____ Easting: _____ Northing: _____
- 2. Zone: _____ Easting: _____ Northing: _____
- 3. Zone: _____ Easting: _____ Northing: _____
- 4. Zone: _____ Easting : _____ Northing: _____

Clark Equipment Complex Historic District
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Verbal Boundary Description (Describe the boundaries of the property.)

Beginning on the northeast corner of East Front Street and North Redbud Trail, face north on the east side of North Redbud Trail and follow a line to the south side of East Third Street. Turn east and follow a line on the south side of East Third Street approximately 200 feet to the west side of the north extension of Dewey Street, then turn southeast and follow a line approximately 220 feet with the west side of the north extension of Dewey Street to a line extended southwest from the north boundary of the parcel incorporating the circle drive at the east end of Dewey Street.

Turn northeast and follow a line with the north boundary of aforesaid parcel approximately 360 feet, then turn southeast and follow the east boundary of aforesaid parcel 170 feet until it makes a gradual curve toward the southwest (the west boundary of the former Michigan Central Railroad spur). Follow the gradual curve approximately 350 feet to the north side of East Front Street, then turn west and follow a line approximately 585 feet to the west side of North Redbud Trail, or the point of beginning.

Boundary Justification (Explain why the boundaries were selected.)

The boundaries described above incorporate the extant resources of Clark Equipment Complex’s original campus on the northeast corner of Front Street and Redbud Trail near downtown Buchanan. Demolitions and ownership divisions have significantly separated geographically any other extant resources related to Clark Equipment, therefore the decision was made to focus on extant resources at the original campus complex that retain a high degree of integrity. Boundaries follow streets and/or property parcel lines.

11. Form Prepared By

name/title: Kurt West Garner, K W Garner Consulting & Design
organization: City of Buchanan
street & number: 12954 6th Road
city or town: Plymouth state: IN zip code: 46563
e-mail: kwgarner@kwgarner.com
telephone: 574-780-1423
date: June 16, 2022

Clark Equipment Complex Historic District
Name of Property

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Additional Documentation

Submit the following items with the completed form:

- **Maps:** A **USGS map** or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

Photo Log

Name of Property: Clark Equipment Complex Historic District

City or Vicinity: Buchanan

County: Berrien State: Michigan

Photographer: Kurt West Garner

Date Photographed:

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking southeast at Building No. 2 from the center of the complex

1 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking northwest at Building No. 42 from the center of the complex

Clark Equipment Complex Historic District
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2 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking southwest at the guardhouses from the center of the complex

3 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking west down Dewey Street from near the circle drive at its east end

4 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking west at Building No. 2 (east façade)

5 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking southwest at Building No. 2 (east façade)

6 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking east at south end of Building No. 2

7 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking north along west façade of Building No. 2

8 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking north toward guardhouses and Building No. 42

9 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking north between guardhouses and Building No. 2 along access drive

10 of 26.

Clark Equipment Complex Historic District
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Description of Photograph(s) and number, include description of view indicating direction of camera: Looking north toward the Dewey Street Bridge from McCoy Creek Park

11 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking southwest at Building No. 42 (east/north facades)

12 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking east at Building No. 42 (west façade)

13 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking south at lobby staircase in Building No. 2

14 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking south in long central corridor in manufacturing area of Building No. 2

15 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking southeast in typical manufacturing bay off of central corridor in Building No. 2

16 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking south in end bay/manufacturing area in south end of Building No. 2

17 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking southwest in company board room, second floor of Building No. 2

18 of 26.

Clark Equipment Complex Historic District
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Description of Photograph(s) and number, include description of view indicating direction of camera: Looking southwest in open office area/reception at west end of second floor of Building No. 2

19 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking west inside of typical administrative office on second floor of Building No. 2

20 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking northeast in tasting room of Building No. 42

21 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking southeast in tasting room of Building No. 42

22 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking west in short corridor off of tasting room in Building No. 42

23 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking southwest in one of the large reception rooms in Building No. 42

24 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking northwest in one of the large reception rooms in Building No. 42

25 of 26.

Description of Photograph(s) and number, include description of view indicating direction of camera: Looking west in end bay/loading area of Building No. 42

26 of 26.

Clark Equipment Complex Historic District
Name of Property

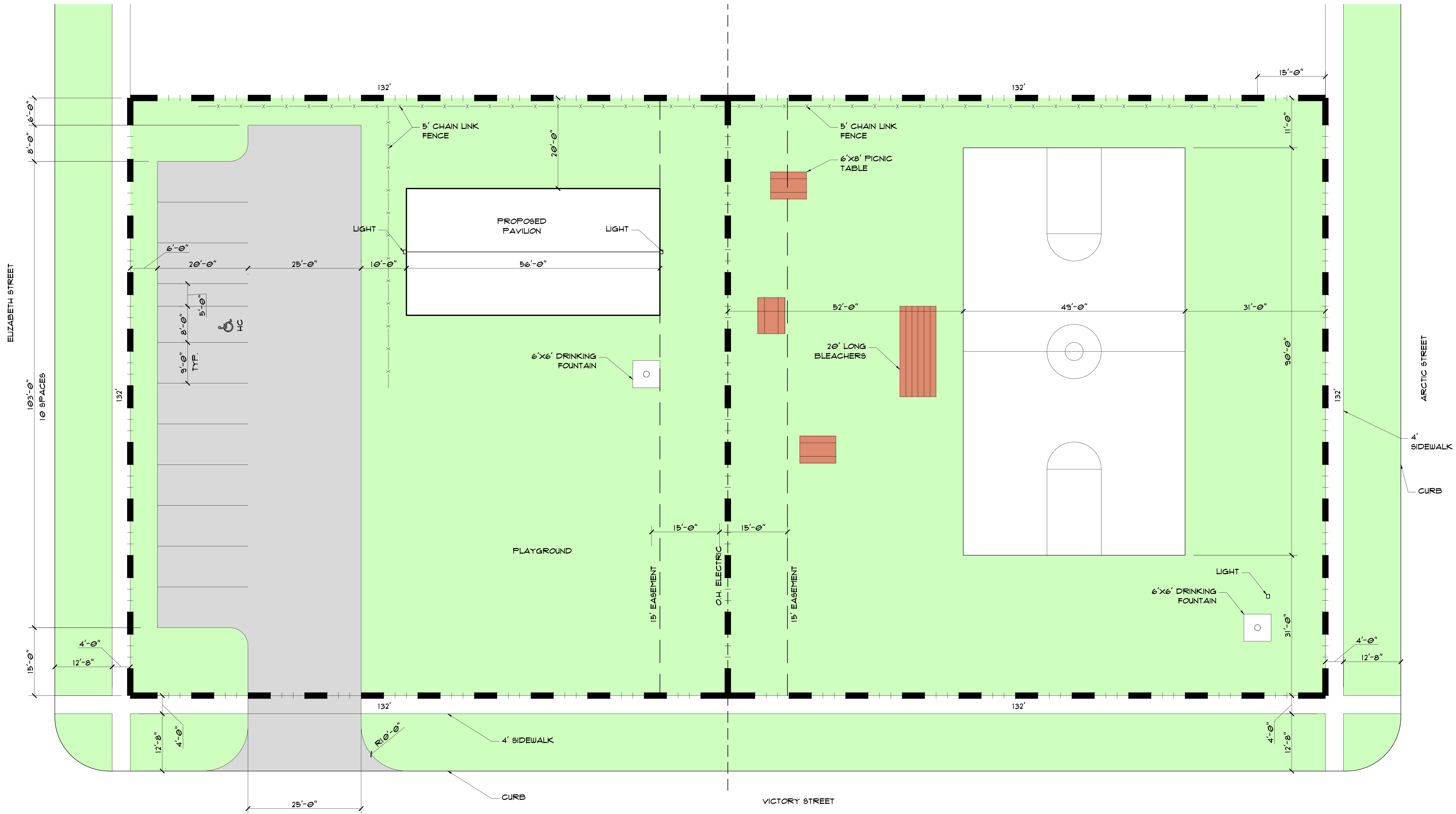
Berrien County, MI
County and State

Paperwork Reduction Act Statement: This information is being collected for nominations to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.). We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number.

Estimated Burden Statement: Public reporting burden for each response using this form is estimated to be between the Tier 1 and Tier 4 levels with the estimate of the time for each tier as follows:

- Tier 1 – 60-100 hours
- Tier 2 – 120 hours
- Tier 3 – 230 hours
- Tier 4 – 280 hours

The above estimates include time for reviewing instructions, gathering and maintaining data, and preparing and transmitting nominations. Send comments regarding these estimates or any other aspect of the requirement(s) to the Service Information Collection Clearance Officer, National Park Service, 1201 Oakridge Drive Fort Collins, CO 80525.



A101 SITE PLAN
 SCALE: 1" = 10'-0"

ISSUE DATE	ISSUE DESCRIPTION	REVISION

barker/nestor
 ARCHITECTURE + DESIGN
 228 S. FRONT STREET
 DOWNTOWN, MICHIGAN 48047

kevin barker
 KBARKER42@GMAIL.COM 847.867.5503

NEW FACILITY FOR:
VICTORY PARK PAVILION
 902 VICTORY STREET
 BUCHANAN, MICHIGAN 49107

PROJECT NUMBER: B00X	FILE NAME:
DRAWN BY: BM	APPROVED:
DRAWING TITLE:	DRAWING SCALE: AS SHOWN
DATE ISSUED:	AS SHOWN

PROFESSIONAL SEAL:

SHEET NUMBER:
A1 OF X







**Draft Ordinance
for First Reading – City of Buchanan, 06/13/2022**

ARTICLE IV. - HOUSING PROPERTY MAINTENANCE CODE

Sec. 14-86. - Adopted.

The International Property Maintenance Code, 2021 Edition (hereinafter “IPMC”), is hereby adopted by reference as the Property Maintenance Code of the City of Buchanan, subject to the amendments contained in this Article IV.

(Comp. Ords. Rev. 2022, § _____)

Sec. 14-87. - References in code.

References in the IPMC adopted under this Article IV to:

- (1) “board of appeals” or “board” shall mean the City’s Zoning Board of Appeals;
- (2) "city" shall mean the City of Buchanan (hereinafter the “City”);
- (3) "code official" shall mean the City Building Inspector and/or Code Enforcement Officer;
- (4) “compliance agency” referred to in Section 103.1 shall mean the City’s Building Department.
- (5) “local laws” shall mean the Ordinances of the City;
- (6) "governing body," “governing authority,” “applicable governing authority,” and/or “chief appointing authority” shall mean the City Commission;
- (7) “the jurisdiction” and/or “authority having jurisdiction” shall mean the City;
- (8) “name of jurisdiction” shall meant the City of Buchanan;

(Comp. Ords. Rev. 2021, § _____)

Sec. 14-88. - Amendments.

The IPMC adopted under this Article is amended as follows:

105.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* shall first attempt to obtain prior permission to enter from the owner or owner’s authorized agent. If permission to enter is not granted, the code official shall obtain a warrant for inspection of the premises and/or structure from a court of competent jurisdiction before entering the premises or structure. ~~is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied the code official shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner, owner’s authorized agent or other person having charge or control of the structure or premises and request entry. If entry is refused, the code official shall have recourse to the remedies provided by law to secure entry.~~

109.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 111.4 shall be deemed guilty of a ~~misdemeanor or civil infraction as determined by the local municipality,~~ and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the *structure* in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the **City** ~~authority having jurisdiction on such premises~~ shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate.

110.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the **City, which may be set via Resolution of the City Commission.** ~~authority having jurisdiction.~~

111.4 Notice. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given, **including any order to demolish,** in the manner prescribed in Sections 111.4.1 and 111.4.2 to the owner or the owner’s authorized agent **and any lienholders of record,** for the violation as specified in this code. Notices for condemnation procedures shall comply with this section.

111.6 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order, [condemnation notice](#), or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner’s authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

113.1 General. The code official shall order the owner or owner’s authorized agent of any premises upon which is located any structure, which in the code official’s or owner’s authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner’s option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner or owner’s authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year [after the date of the compliance order, condemnation notice or other notice of violation](#), unless approved by the building official.

APPENDIX B, IPMC:

B101.7.1 Decision Resolution. The decision by the board shall be by [written report stating the board’s factual findings, decision, and reasons for decision on the appeal resolution](#). Every decision shall be promptly filed in writing in the office of the code official within [three \(3\)](#) days and shall be open to the public for inspection. A certified copy shall be furnished to the appellants representative and code official.

B101.7.1A Board Decision. Within [five \(5\)](#) days of the date of board of appeals decision, it shall file its decision with the City Commission and request that the City Commission review and concur with its decision.

B101.7.1B Hearing on Repair or Demolition Order. If repair or demolition is ordered, or if the owner, owner’s agent or an interested party fails to comply with the requirements of an opportunity to repair, the City shall issue a notice giving the date and time the matter is to be heard by the City Commission and serve the notice, in the manner provided in Section 111.4, on the owner, owner’s agent or interested party at least ten days prior to the hearing.

B101.7.1C City Commission Hearing. At the City Commission hearing, the owner, owner’s agent, or other interested parties shall be given the opportunity to show cause why any ordered repairs should not be made or the structure should not be demolished but repaired, and the City Commission shall either approve, disapprove or modify the order of the board of appeals. In addition:

- (1) After the hearing, the decision of the City Commission shall be served on the owner, owner’s agent and all interested parties in the manner provided in section 111.4
- (2) The City Commission may require a deposit of funds adequate for demolition if it allows an owner, owner’s agent or interested party to repair as structure or premises, and it may determine and attach any conditions to any permit to repair.
- (3) Any decision to allow repair issued by the City Commission in a dangerous structure or premises case shall limit the time for completion during a period reasonably determined by the City Commission, taking into account the condition of the premises or structure, but not to exceed ninety (90) days from the date of issuance of the Commission decision.
- (4) If the owner, owner’s agent or other interested parties fail to comply with the decision of the City Commission within the time limited or as conditioned, the City may cause the building or structure to be demolished or repaired, first utilizing any funds deposited. The cost, in excess of any deposit, of the demolition or repair shall be collected by the City in the manner following: An owner, owner’s agent, or interested party shall be notified of the amount of such costs by first class mail; if it fails to pay within 30 days after the mailing of the notice, the City may recover the costs from the owner, owner’s agent or interested party as a personal obligation by filing an action for recovery in any court of competent jurisdiction. The City may further, or alternatively, add the premises to the next tax roll of the City and collect the costs in the same manner in all respects as provided by law for the collection of taxes. Defendants in the personal action, if any, shall receive credit for all amounts collected through the tax collection procedure, but shall be liable for any uncollected amounts. If the City collects through the personal action any amount of the costs incurred, the tax lien shall be thus reduced.

B101.7.1D Appeal to Circuit Court. Any owner, owner’s agent, or interested party aggrieved by any final decision of the City Commission may appeal the decision in the time and manner provided under State statutes and applicable Court Rules.

(Comp. Ords. Rev. 2021, § _____)

Section _____. Repeal and Replacement. This Article IV., Property Maintenance Code, repeals and replaces the former Article IV, Housing Code, Sections 14-86 through 14-110 of 1991 of the Buchanan Code of Ordinances.

(Comp. Ords. Rev. 2021, § _____)

June 13, 2022

TO: Members of the Berrien/Cass MS4 Group
City of Buchanan
333 N. Second Street
Niles, MI 49120

RE: Berrien/Cass County NPDES MS4 Compliance
City of Buchanan
Letter Agreement for Professional Services

Dear Member of the Berrien/Cass MS4 Group:

This document contains Spicer Group's proposal to you for the administration and assistance with compliance tasks associated with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Program for the following members:

Berrien County Drain Commissioner & Administration
Cass County Road Commission
Village of Stevensville
Lincoln Charter Township
City of Niles
City of Buchanan

Berrien County Road Department
Village of Edwardsburg
St. Joseph Charter Township
City of Bridgman
City of St. Joseph

Members with nested jurisdictions include the following:

Cass County Road Commission - Cass County Drain Commissioner
City of Niles - Niles Public Schools
City of Buchanan - Buchanan Public Schools

BACKGROUND

Since January of 2014, Spicer Group has been providing services and completing tasks for the above listed members of the Berrien/Cass County MS4 Group apart from St. Joseph Charter Township, a new member as of the spring of 2017, and the City of Benton Harbor, a new member as of spring 2020. Spicer Group's responsibility has been to assist the permittees with their regulatory compliance tasks on an annual basis. The only exception to the list of plans for compliance with NPDES regulations, as administered by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), is that no assistance is needed for the Public Education Plan (PEP) as this contracted service is currently being provided by the Southwest Michigan Planning Commission (SWMPC). Spicer Group has submitted the new NPDES MS4 individual permit applications via MiWaters for each member. At this time, it is Spicer Group's understanding that there are no further EGLE comments pertaining to the MS4 applications. The applications are in Lansing waiting to be put on public notice and issued. Per EGLE, members should expect their permits in 2022.

SCOPE OF BASIC PROFESSIONAL SERVICES

Spicer's proposed services follow and are presented in a manner relevant to the NPDES Permit and the **potential** tasks that may be present any given year. **Attachment A**, included as a supplement to this

document, includes the list of participating members the proposal covers and shows the annual apportionment fee for each member. These participants will be invoiced quarterly during the timeframe of June 30, 2022, thru July 1, 2023.

ILLCIT DISCHARGE ELIMINATION PLAN (IDEP)

Spicer Group shall:

- Assist members in implementation of a program to find, prioritize and eliminate illicit discharges and illicit connections identified during dry weather screening activities.
- Compile MS4 maps to meet permit requirements as needed for members. (NOTE: most of these maps are complete at this time.)
- Revise existing maps and/or inventories of outfall and/or point of discharge sources for updates, as needed.
- Assist clients with innovative field documentation of outfall and/or point of discharge sources as needed.
- Provide inspections of outfall and/or point of discharge sources for clients, as scheduled.
- Provide any staff training required by the permit for compliance.
- Document appropriate items and metrics for progress reporting, with member assistance.

CONSTRUCTION STORM WATER RUNOFF CONTROL PROGRAM (CC)

Spicer Group shall:

- Provide assistance to members to document quantifiable goals for progress reporting.
- Provide any staff training required by the permit for compliance.

POST CONSTRUCTION CONTROLS (PCC)

Spicer Group shall:

- Provide services and experience related to the review of post construction control plans (storm water management plans for site developments) for purposes of progress reporting. This task may include assistance in documentation of inspection of sites after construction.
- Provide documentation for progress reporting.
- Provide assistance to members to document quantifiable goals for progress reporting.

POLLUTION PREVENTION / GOOD HOUSEKEEPING (PP/GH)

Spicer Group shall:

- Develop/update any existing maps and/or summary of storm water controls on the member's properties, if not already completed, during the application review process of the new individual permit.
- Provide assistance to inventory member's controls and develop any necessary measurable goals for Best Management Practices (BMPs) owned by the member to assist in documenting effectiveness.
- Provide or recommend required training for staff/field personnel in pollution prevention and good housekeeping practices as needed.
- Complete inspections of structural stormwater controls located on client's properties as scheduled.
- Assist with providing standard operating procedures for pollution prevention and good housekeeping for members as needed for permit compliance.

- Determine if a Storm Water Pollution Prevention Plan (SWPPP) and/or Pollution Incident Prevention Plan (PIPP) are necessary for the member and implement/update these plans, as needed. (Currently, these plans have been completed for all existing members at this time.)
- Provide recommendations to improve compliance in this section of the permit.
- Meet with members on site “as needed” for inspections to assure compliance in this area.

EGLE AUDITS FOR NPDES STORM WATER PERMIT

Spicer Group will:

- Prepare the member for a EGLE audit as related to the NPDES Storm Water Discharge Permit program.
- Attend the audit and answer questions for the EGLE related to the member’s storm water program and compliance, if requested by the member.
- Obtain the EGLE review letter and based upon the review letter, Spicer Group will recommend or assist with the response and submittal of the information for the member.

EGLE NPDES MS4 STORM WATER PERMIT APPLICATIONS

Spicer Group will:

- Assist each member during the issuance process (including public notice). As stated above, it is Spicer Group’s understanding there are no further corrections to be made to the permit applications.

SERVICES NOT INCLUDED

For a clearer understanding of our work scope, the following is not included in our Scope of Basic Professional Services:

- Public Education Planning services

ADDITIONAL SERVICES

Additional services related to this project will be furnished by us after you authorize the work. When the additional services are agreed to, we will provide an authorization letter listing those services agreed upon. Our fee for the additional services will be determined at the time they are agreed to, authorized, and rendered.

FEE SCHEDULE

Our proposed fee schedule follows. Based on this annual budget, effective for the timeframe of June 30, 2022 thru July 1, 2023, Spicer Group will submit quarterly invoices to each member for our basic professional services, any additional authorized services and any reimbursable expenses. Please refer to **Attachment A** which includes the annual budget.

We have calculated these fees based on our understanding of what the members want us to do.

Attached to this letter is a copy of our general conditions for our services, which are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing.

June 13, 2022
Page 4 of 4

If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us. Upon receipt, we will start the project promptly.

We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



Ronald B. Hansen, P.E., P.S.
Principal



Kelsea R. Sutton, E.I.T., CFM
Project Manager

SPICER GROUP, INC.
230 S. Washington Avenue
Saginaw, MI 48607
Phone: (989) 754-4717 ext. 5592
mailto: kelseas@spicergroup.com

C: SGI File #121199SG2020
SMC, Accounting

Enclosure:
General Conditions
Attachment A

Q:\Proj2014\121199SG2014- Berrien Cass County MS4\Project Management\Proposal\2022 LOA\2022-2023_LOA_City_Buchanan.Docx

Above proposal accepted and approved by Member:

City of Buchanan

By: _____
(Authorized Signature)

Date: _____

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 **Preamble.** This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 **Covenant not to Hire.** OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 **Standard of Care.** Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 **Defects in Service.** OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 **Reimbursable Expenses** mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 **Standard Hourly Rates** used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or caused of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 **Betterment.** If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 **Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 **Hazardous Materials.** Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 **Governing Law & Jurisdiction.** The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 **Billing and Payment Terms.** *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 **Suspension of Services.** If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-off's by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 **Collection of Costs.** In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 **Delays.** The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are

made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Construction Layout. If requested by the Owner, or other authorized party, as detailed in the scope of services or as an Additional Service to this Agreement, the PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by the PROFESSIONAL, staged and scheduled as requested by the Contractor. After the stakes are set, it shall be the Contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the Contractor's negligence it shall be reset by the PROFESSIONAL, only at the Contractor's direction. The cost for resetting the stakes shall be borne by the Contractor and shall be paid by the Owner or authorized representative of this Agreement to the PROFESSIONAL from monies due the Contractor from the construction contract. The Owner acknowledges and agrees that these staking requirements and the procedures and payments for restaking described in this section shall be stipulated in the General Conditions of the construction contract.

3.2 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.3 Construction Observation. The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.4 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.5 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.6 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.7 Right of Entry. OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

3.8 Buried Utilities. OWNER will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to OWNER a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. OWNER will approve the location of these penetrations prior to their being made and OWNER will authorize PROFESSIONAL to proceed.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner.

Berrien & Cass Counties NPDES MS4 Group
BUDGET: JUNE 30, 2022 - JULY 1, 2023

Total Number of Members:	11
Berrien County Population:	156,813
Cass County Population:	52,293
Berrien County Population in UA:	89,824
Cass County Population in UA:	8,988
Total Urbanized Area (Berrien & Cass):	98,812

Proposed 2022 Budget:	\$ 65,000.00
Proposed IDEP Budget:	\$ 15,750.00
Proposed SWSC Budget:	\$ 13,500.00

Villages Base Amount:	\$ 1,250.00
Township Base Amount:	\$ 500.00
Cities Base Amount:	\$ 1,500.00

8 Members - Total of their base amount: \$ 9,500.00

Agencies Total:	\$20,600.00
Municipalities Population Ratio Allocation Amount:	\$ 5,650.00

MUNICIPALITIES	Member Base Amount	Apportionment Based on UA	UA Apportionment Based on Allocation Amount	Percentage of IDEP Inspection Points	IDEP Inspection Costs	Percentage of SWSC Inspection Points	SWSC Inspection Costs	Allocation Total: 06/30/2021 - 07/01/2022	Allocation Total: 06/30/2022 - 07/01/2023	2022 to 2023 difference from 2021 to 2022	Quarterly Amounts: 06/30/2022 - 07/01/2023
Edwardsburg - Village	\$ 1,250.00	0.03	\$ 143.45	0.92%	\$ 145.16	7.11%	\$ 959.21	\$ 2,454.67	\$ 2,497.83	\$43.16	\$ 624.46
Stevensville - Village	\$ 1,250.00	0.02	\$ 130.12	4.84%	\$ 762.10	1.32%	\$ 177.63	\$ 2,280.71	\$ 2,319.85	\$39.14	\$ 579.96
Lincoln Charter Twp.	\$ 500.00	0.22	\$ 1,255.43	0.23%	\$ 36.29	16.05%	\$ 2,167.11	\$ 3,581.15	\$ 3,958.82	\$377.67	\$ 989.71
St. Joseph Charter Twp.	\$ 500.00	0.20	\$ 1,142.62	0.92%	\$ 145.16	3.42%	\$ 461.84	\$ 1,905.89	\$ 2,249.63	\$343.74	\$ 562.41
Bridgman - City	\$ 1,500.00	0.03	\$ 195.75	1.61%	\$ 254.03	7.37%	\$ 994.74	\$ 2,885.64	\$ 2,944.52	\$58.89	\$ 736.13
Niles - City	\$ 1,500.00	0.23	\$ 1,321.74	13.36%	\$ 2,104.84	28.16%	\$ 3,801.32	\$ 8,330.28	\$ 8,727.90	\$397.62	\$ 2,181.97
Buchanan - City	\$ 1,500.00	0.09	\$ 507.73	15.90%	\$ 2,504.03	0% No Inspect.	\$ -	\$ 4,359.02	\$ 4,511.76	\$152.74	\$ 1,127.94
St. Joseph - City	\$ 1,500.00	0.17	\$ 953.14	14.06%	\$ 2,213.71	21.05%	\$ 2,842.11	\$ 7,222.22	\$ 7,508.95	\$286.73	\$ 1,877.24
TOTALS	\$ 9,500.00	1.00	\$ 5,650.00	52%	\$ 8,165.32	84%	\$ 11,403.95	\$ 35,319.27	\$ 34,719.27		\$ 8,679.82

AGENCIES	Member Base Amount	Apportionment Based on UA	UA Apportionment Based on Allocation Amount	Percentage of IDEP Inspection Points	IDEP Inspection Costs	Percentage of SWSC Inspection Points	SWSC Inspection Costs	Allocation Total: 06/30/2021 - 07/01/2022	Allocation Total: 06/30/2022 - 07/01/2023	2022 to 2023 difference from 2021 to 2022	Quarterly Amounts: 06/30/2021 - 07/01/2022
Berrien County Drain Commissioner & Administration	\$7,700.00	N/A	N/A	32.95%	\$ 5,189.52	13.42%	\$ 1,811.84	\$14,501.36	\$14,701.36	\$200.00	\$3,675.34
Berrien County Road Department	\$10,200.00	N/A	N/A	13.13%	\$ 2,068.55	0.00%	\$ -	\$12,068.55	\$12,268.55	\$200.00	\$3,067.14
Cass County Road Commission	\$2,700.00	N/A	N/A	2.07%	\$ 326.61	2.11%	\$ 284.21	\$3,110.82	\$3,310.82	\$200.00	\$827.71
TOTALS	\$20,600.00			48%	\$7,584.68	16%	\$2,096.05	\$29,680.73	\$30,280.73		\$7,570.18

Total June 2022 - July 2023 budget = \$65,000.00

*Removed Benton Harbor as a member.

BERRIEN & CASS ANNUAL BUDGET 2022

	Cost estimate
Illicit Discharge Elimination Program (IDEP) Implementation	
Water Quality test supplies	\$750.00
Dry Weather Screening	\$15,000.00
Spill Documentation and follow-ups	\$5,000.00
Pollution Control and Good Housekeeping Controls	
Employee training (IDEP & spill refresher)	\$3,000.00
Structural Stormwater Control Inspections	\$13,500.00
TMDL Sampling & Plan Development	\$0.00
Progress Report - 2024 Documentation & Submittal via MiWaters	\$0.00
Facilitate watershed meetings (3 meetings)	\$4,500.00
As needed coordination with SWMPC	\$750.00
Administration, consultation & additonal meetings	\$5,000.00
MS4 Permit Applications	\$5,000.00
EGLE Audits	\$6,500.00
TOTAL =	\$59,000.00
Contingencies =	\$6,000.00
Budget for 2022 =	\$65,000.00

Sec. 62-61. – Definitions.

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

Animals means dogs, cats, horses, any fowl or birds, and any living creatures within the jurisdiction of the parks, public areas, or recreational areas.

Approving governmental agencies means the City Commission, or their designees.

Crossing means the extension of any sidewalk space, whether marked by a pavement or otherwise, across any intersecting drive, street, or highway.

Curb means any boundary of any street, road, avenue, boulevard, or drive, whether or not marked by a raised curb.

Path means any footpath, walk, or any path maintained for pedestrians.

Pedestrian means a person on foot.

Permits means any written license issued by or under the authority of the approving governmental agency allowing a special event or activity on a park facility.

Soliciting means the same as is defined in Chapter 66 of this Code.

Stopping or standing means any cessation of movement of a vehicle occupied or not, except when necessary to avoid conflict with pedestrians or other traffic.

Traffic means pedestrians, ridden or herded animals, and vehicles, either singly or together.

Vehicles means any conveyance, including motor vehicles, trailers of all types, campers, or other wheeled or skid type vehicles, whether powered by muscular power or combustion.

Vending means the selling or trading of any item or service.

(Comp. Ords. Rev. 1991, § 20.804)

Cross reference – Definitions generally, § 1-2.

Sec. 62-62. – Construction of article.

In the interpretation of this article, the provisions shall be construed as follows:

- (1) Any requirement or prohibitions of any act shall respectively extend to and include the causing and procuring, directly or indirectly, of such act.
- (2) No provision of this article shall make unlawful any act necessarily performed by any officer or employee of the City in the line of duty or work as such, or by any person, their agent, or employee in the proper and necessary execution of the terms of any agreement with the City.
- (3) Any act otherwise prohibited by law or local ordinance shall be lawful if performed, under, by virtue of, and strictly within the provisions of a permit to do so, and to the extent authorized thereby.

(Comp. Ords. Rev. 1991, § 20.803)

Sec. 62-63. – Purpose

The purpose of this article is to provide rules and regulations for the use of, and conduct in, public areas, parks, and recreational areas of the City.

(Comp. Ords. Rev. 1991, § 20.801)

Sec. 62-64. – Application of article; governing body.

This article shall apply in all public areas, parks, and recreational areas under the jurisdiction of the City of Buchanan, unless expressly exempted. For the issuance of permits, temporary designations, authorizations, granting of approval, and other actions, the governing body shall be the City Commission or its designee.

(Comp. Ords. Rev. 1991, § 20.802)

Sec. 62-65. – Unlawful acts re structures; plants, trees; earth; animals; water; litter; fires.

It shall be unlawful for any person in a public park or recreation area to:

- (1) Mark, deface, disfigure, injure, tamper with or displace or remove any buildings, bridges, tables, benches, bleachers, fireplaces, railways, paving or paving materials, water lines or other public utilities or parts or appurtenances thereof, signs, notices, placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
- (2) Dig or remove any soil, rocks, stones, sand, trees, shrubs, sod, or plants other wood or material or make any excavation by tool, equipment, blasting, or other means or agency.

- (3) Construct or erect any building or structure of whatever kind, whether permanent or temporary, or run or string any public service utility into, upon, or across such lands, except upon special written permit issued under this article.
- (4) Damage, cut, carve, mark, transplant, or remove any plant, or injure the bark, or pick flowers or seed of any tree or plant, dig in or otherwise disturb grass areas or in any other way injure the natural beauty or usefulness of any area.
- (5) Climb any tree or walk; climb, stand, or sit upon monuments, vases, planters, fountains, railings, fences, or upon any other property not designed or customarily used for such purpose.
- (6) Attach any rope or cable or other contrivance to any tree, fence, railing, bridge, bench, or other structure.
- (7) Throw, discharge, or otherwise place or cause to be placed in the waters of any fountains, ponds, lakes, streams, or other bodies of water in or adjacent to any park or other tributary, stream, storm sewer, or drain flowing into such waters, any substance, matter, or thing, liquid or solid, which will or may result in the pollution of such waters. Take into, carry through, or put into any park, any rubbish, refuse, garbage, or other material, except as created in the use of such areas. Such refuse or rubbish as created in the use of such areas shall be deposited in receptacles so provided. Where receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.
- (8) No person shall drink any beer, wine, or intoxicating liquor in any public way, place, park, or outdoor area to which the public is admitted as is defined in Section 6-5.
- (9) Bring any glass containers into any park or recreation area.
- (10) Cause or permit to run loose any animal, except in designated areas.
- (11) Tie or hitch an animal to any tree or plant, except in designated areas.
- (12) Hunt, molest, harm, frighten, kill, trap, pursue, chase, tease, shoot, or throw objects at any animal, wildlife, reptile, or bird; nor shall they remove or have in their possession the young of any wild animal, or the eggs or nest of any reptile or bird.
- (13) Ride a horse, except in designated areas.

- (14) Walk a domestic animal without a leash, such leash to be no longer than six (6) feet. Further, the owner or person having custody of the domestic animal shall be responsible for removal of any animal solid wastes.
- (15) Kindle, build, maintain, or use a fire except in places provided for such purpose or except upon written permit issued by the governing authority. All fires shall be continuously under the care and direction of a competent person from the time it is kindled until it is extinguished.

(Comp. Ords. Rev. 1991, § 20.805)

Sec. 62-66. – Vehicles.

It shall be unlawful for any person in a public park or recreation area to:

- (1) Drive any vehicle on any area except park roads or parking areas, or such areas as may on occasion be specifically designated as temporary areas.
- (2) Park a vehicle anywhere except on a designated parking area.
- (3) Leave a vehicle standing or parked in established parking areas or elsewhere in a park and recreation area during the hours when the park or recreation area is closed.
- (4) Leave a bicycle in a place other than a bicycle rack when such is provided and there is space available.
- (5) Ride a bicycle without reasonable regard to the safety of others.
- (6) Use the parks, park drives, parking places, or parkways for the purpose of preparing or cleaning of any vehicle.

(Comp. Ords. Rev. 1991, § 20.806)

Sec. 62-67. – Firearms; weapons; fireworks.

It shall be unlawful for any person to bring into or have in their possession in any park or recreation area:

- (1) A pistol, revolver, rifle, shotgun, BB gun, air gun, spring gun (in which the propelling force is gunpowder, spring, or air), slingshot, bow, knife, machete, or other weapon as prescribed by law.

- (2) Have in their possession or shoot off any fireworks. Permission may be given by the City Commission for conducting properly supervised fireworks in designated park areas.

(Comp. Ords. Rev. 1991, § 20.807)

Sec. 62-68. – Advertising; assemblages; entertainment.

No person shall do any of the following without a permit; provided that no permit shall be required for any action or event sponsored by the City or the Recreation Board:

- (1) Display any advertising sign or other advertising matter provided that a sign attached to a vehicle to identify the vehicle or a sign lawfully on a taxi or bus is not prohibited.
- (2) Hold any public assemblages.
- (3) Conduct exhibits.
- (4) Hold a parade.

(Comp. Ords. Rev. 1991, § 20.808)

Sec. 62-69. – Miscellaneous conduct regulations.

It shall be unlawful for any person in a park or recreation area to:

- (1) Camp or stay overnight anywhere except in areas designated for camping or overnight stays in vehicles or trailers.
- (2) Take part in the playing of any games involving thrown or otherwise propelled objects, except those in areas designated for such forms of recreation.
- (3) Play football, baseball, basketball, soccer, lacrosse, volleyball, or rugby, except in areas that are safe for such games.
- (4) Rollerskate or use skateboards except in those areas specifically designated for such pastimes.
- (5) Enter an area posted as closed to the public or designated for a particular purpose.

- (6) Engage in threatening, abusive, insulting, or indecent language or engage in any disorderly, lewd, or suggestive conduct or behavior tending to breach the public peace.
- (7) Fail to produce and exhibit any permit claimed to be granted, upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance or rule.
- (8) Disturb or interfere unreasonably with any person or party occupying any area or participating in any activity under the authority of a permit.
- (9) Erect or occupy any tent, stand, or other structure in any park or playground, or sell or give away from any tent, stand, or other structure any food, drink, or other thing, without a permit.

(Comp. Ords. Rev. 1991, § 20.809)

Sec. 62-70. – Picnic areas.

It shall be unlawful for any person or group of persons to hold a picnic in any park, except in areas set aside or specifically designated as picnic areas.

(Comp. Ords. Rev. 1991, § 20.810)

Sec. 62-71. – Closing hours.

No person shall be in any park, public area, or recreation area during the hours the park or public area is designated as closed. The Recreation Board shall adopt from time to time hours of operation for parks and public areas of the City, which shall be approved by the City Commission. The hours of operation shall be clearly posted in conspicuous places in each park, public area, or recreation area.

(Comp. Ords. Rev. 1991, § 20.811)

Sec. 62-72. – Permits, charges, and fees.

- (1) *Charges and fees.* Pursuant to the authority granted under Section 62-32, the Recreation Board shall establish from time to time fees and charges for the use of certain parks, public areas, and recreation areas to effectively carry out its programs. All fees and charges as established shall be submitted to the City Commission for formal adoption, and upon acceptance shall constitute valid and enforceable charges under this article. After adoption by the City Commission, the City Clerk shall cause a copy of the fees and charges to be kept at the City

Hall and at each park, public area, or recreational area where the fees or charges shall apply.

- (2) *Park permits.* The Recreation Board may adopt permits for the use of certain parks, public areas, or recreation areas, pursuant to the authority of Section 62-32, for picnic areas, parking, boat launch facilities, fishing, camping, or other special program usage.
- (3) *Special events permit.* A person seeking the issuance of a special events permit under this article shall file an application stating: the name and address of the person making the application; the name and address of the person sponsoring the activity, if any; the day and hours for which the permit is desired; the park, public area, recreation area, or portion thereof for which the permit is desired; any other information reasonably necessary to a determination as to whether a permit shall be issued; variances required from park rules and regulations.
- (4) *Standards, findings for issuance.* Standards for establishing fees, charges, permits, or the issuance of a special events permit shall include the following findings:
 - (a) The fees, charges, or permits are reasonable and necessary assessments to reduce the costs or to enhance the programs of the Recreation Board. Such charges, fees, or permits are reasonably related to the activity and will encourage a continuation, expansion, or enhancement of the activity, shall not create a hardship on the citizens of the area being served by the Board, nor detract from open use of parks, public areas, and recreation areas by citizens.
 - (b) The special events permit and use of the park, public area, or recreation area will not unreasonably interfere with or detract from the general public's enjoyment of the park, public area, or recreation area; that the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety, and recreation; that the proposed activity or uses that are reasonably anticipated will not include violent crime or disorderly conduct; that the proposed activity will not entail extraordinary or burdensome expense or police operation by the City; that the facilities desired have not been reserved for other use on the date and hour requested in the application.
- (5) *Appeal.* At the first commission meeting following the receipt of an application for special events permit, the City Commission or its designee shall inform an applicant in writing of its decision to grant or deny a permit; in the event of a denial, the notification shall include the reason for the denial. Any aggrieved person shall have the right to appeal to the City Commission by serving written

notification thereof on the City Clerk within five (5) working days of the rejection.

- (a) The City Commission shall review and act upon the appeal at its next regular meeting. The decision of the City Commission shall be final.
 - (b) A permittee shall be bound by all park rules and regulations and all applicable ordinances fully as though the same were inserted in the permit.
- (6) *Insurance requirements.* An applicant for a permit shall be required to submit evidence of liability insurance covering injuries to members of the general public arising out of such permitted activities in such amounts as may be from time to time determined prior to the commencement of any activity or issuance of any permit.
- (7) *Revocation.* The City Commission shall have the authority to revoke a special event permit upon a finding of violation of any rule or ordinance or upon good cause shown.

(Comp. Ords. Rev. 1991, § 20.812)

Sec. 72-73. – Penalty.

Any person violating any provision of this article shall be fined as prescribed in Section 1-15 of this Code.

(Comp. Ords. Rev. 1991, § 20.813)

**CITY OF BUCHANAN
BUDGET AMENDMENT
GENERAL FUND**

GL NUMBER	DESCRIPTION	YTD BALANCE 06/30/2022	2021-22 AMENDED BUDGET
Fund 101 - GENERAL			
REVENUES			
101-000.000-401.005	TRANSFER FROM WATER & SEWER	11,599.95	5,974.00
101-000.000-412.000	LOST PERSONAL PROPERTY TAX REV	37,518.50	0.00
101-000.000-452.000	FRANCHISE FEE - CABLE	47,789.44	41,477.00
101-000.000-482.000	MISCELLANEOUS LICENSE-PERMITS	33,696.00	30,467.00
101-000.000-634.000	GRAVE OPENINGS	34,835.30	30,900.00
101-000.000-635.000	CEMETERY TENT SERVICE	1,200.00	515.00
101-000.000-643.000	SALES - CEMETERY LOTS	17,630.15	15,965.00
101-000.000-690.000	WORKMENS COMP. INSURANCE	20,191.00	15,450.00
TOTAL GENERAL FUND REVENUE BUDGET AMENDMENT		204,460.34	140,748.00
EXPENDITURES			
Dept 101.000 - CITY COMMISSION			
101-101.000-831.000	MEMBERSHIP AND DUES	9,733.00	2,500.00
101-101.000-855.000	SAFER GRANT EXPENSES	435.00	0.00
101-101.000-885.000	PUBLIC RELATIONS	31,216.12	22,500.00
101-101.000-970.001	CAPITAL OUTLAY	10,500.00	8,000.00
Total Dept 101.000 - CITY COMMISSION		51,884.12	33,000.00
Dept 172.000 - CITY MANAGER			
101-172.000-706.002	SALARIES - OVERTIME	180.00	0.00
101-172.000-752.000	RECRUITMENT/RELOCATION	1,568.88	0.00
101-172.000-962.000	MISCELLANEOUS	19,669.81	8,000.00
Total Dept 172.000 - CITY MANAGER		21,418.69	8,000.00
Dept 191.000 - ELECTIONS			
101-191.000-706.001	SALARIES-FULL TIME	12,548.92	12,262.00
101-191.000-728.000	OFFICE SUPPLIES	2,654.38	2,250.00
Total Dept 191.000 - ELECTIONS		15,203.30	14,512.00
Dept 215.000 - CITY CLERK			
101-215.000-706.001	SALARIES-FULL TIME	48,629.44	51,000.00
101-215.000-706.002	SALARIES - OVERTIME	255.07	350.00
101-215.000-818.000	CONTRACTUAL	3,672.44	500.00
Total Dept 215.000 - CITY CLERK		52,556.95	51,850.00

Dept 253.000 - TREASURER

101-253.000-728.000	OFFICE SUPPLIES	4,449.96	3,650.00
101-253.000-730.000	POSTAGE	4,635.09	3,850.00
101-253.000-818.000	CONTRACTUAL	223,505.97	200,000.00
Total Dept 253.000 - TREASURER		232,591.02	207,500.00

Dept 265.000 - BUILDING AND GROUNDS

101-265.000-818.000	CONTRACTUAL	504,284.19	225,000.00
101-265.000-921.000	UTILITIES	33,424.15	32,000.00
101-265.000-958.000	OFFICE EQUIPMENT	20,669.21	13,000.00
Total Dept 265.000 - BUILDING AND GROUNDS		558,377.55	270,000.00

Dept 269.000 - RENTAL PROPERTY

101-269.000-921.000	UTILITIES	3,560.69	3,500.00
Total Dept 269.000 - RENTAL PROPERTY		3,560.69	3,500.00

Dept 276.000 - CEMETERY

101-276.000-706.002	SALARIES - OVERTIME	7,426.35	6,000.00
101-276.000-853.000	TELEPHONE, INTERNET, CABLE	2,242.13	2,100.00
101-276.000-932.000	MAINTENANCE-GROUNDS	9,317.50	6,000.00
101-276.000-939.000	MAINTENANCE - VEHICLE	6,798.76	5,500.00
Total Dept 276.000 - CEMETERY		25,784.74	19,600.00

Dept 301.000 - POLICE

101-301.000-706.001	SALARIES-FULL TIME	597,541.30	623,460.00
101-301.000-706.002	SALARIES - OVERTIME	15,768.38	18,000.00
101-301.000-751.000	GAS AND OIL	19,952.78	18,000.00
101-301.000-818.000	CONTRACTUAL	15,906.48	15,000.00
101-301.000-921.000	UTILITIES	17,247.86	18,000.00
101-301.000-962.000	MISCELLANEOUS	2,551.69	2,750.00
101-301.000-962.003	D.A.R.E PROGRAM	1,651.42	1,500.00
Total Dept 301.000 - POLICE		670,619.91	696,710.00

Dept 336.000 - FIRE DEPARTMENT

101-336.000-818.000	CONTRACTUAL	2,967.29	100.00
101-336.000-853.000	TELEPHONE, INTERNET, CABLE	1,670.59	1,750.00
101-336.000-921.000	UTILITIES	9,255.48	9,900.00
101-336.000-934.000	MAINT. - OFFICE EQUIPMENT	3,883.11	3,000.00
Total Dept 336.000 - FIRE DEPARTMENT		17,776.47	14,750.00

Dept 371.001 - BUILDING INSPECTOR

101-371.001-706.005	SALARIES-PART TIME	31,755.77	37,760.00
101-371.001-831.000	MEMBERSHIP AND DUES	670.90	200.00
101-371.001-853.000	TELEPHONE, INTERNET, CABLE	1,007.52	1,000.00

101-371.001-864.000	CONFERENCES AND WORKSHOP	1,648.66	1,500.00
101-371.001-921.000	UTILITIES	2,347.08	2,200.00
Total Dept 371.001 - BUILDING INSPECTOR		37,429.93	42,660.00

Dept 441.000 - DEPARTMENT OF PUBLIC WORKS

101-441.000-706.002	SALARIES - OVERTIME	5,875.48	6,180.00
101-441.000-751.000	GAS AND OIL	27,111.43	25,225.00
101-441.000-768.000	UNIFORMS	3,299.00	3,250.00
101-441.000-818.000	CONTRACTUAL	31,050.00	25,000.00
101-441.000-853.000	TELEPHONE, INTERNET, CABLE	3,071.99	3,200.00
101-441.000-932.000	MAINTENANCE-GROUNDS	15,681.40	15,000.00
101-441.000-933.000	MAINTENANCE - EQUIPMENT	39,268.70	35,000.00
101-441.000-939.000	MAINTENANCE - VEHICLE	39,445.60	36,000.00
Total Dept 441.000 - DEPARTMENT OF PUBLIC WORKS		164,803.60	148,855.00

Dept 482.000 - ADMIN. & RECORD KEEPING

101-482.000-969.500	BANK FEES AND CHARGES	479.25	0.00
Total Dept 482.000 - ADMIN. & RECORD KEEPING		479.25	0.00

Dept 756.000 - BUCHANAN AREA RECREATION BOARD

101-756.000-715.000	FRINGE BENEFITS	1,978.32	1,000.00
Total Dept 756.000 - BUCHANAN AREA RECREATION BOARD		1,978.32	1,000.00

TOTAL GENERAL FUND EXPENDITURE BUDGET AMENDMENT	1,854,464.54	1,511,937.00
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Fund 101 - GENERAL:		
TOTAL REVENUES	3,002,064.47	4,009,290.00
TOTAL EXPENDITURES	3,409,114.81	4,693,698.78
NET OF REVENUES & EXPENDITURES	(407,050.34)	(684,408.78)

FUND BALANCE INFORMATION			
6/30/2021 Nonspendable	6/30/2021 Restricted	6/30/2021 Committed	6/30/2021 Assigned
13,302	-	-	-
6/30/2021 Total Fund Balance	2022 Amended Budgeted Change in Fund Balance	6/30/2022 Estimated Total Fund Balance	6/30/2022 Estimated Total Unassigned
2,074,447	(371,166.00)	1,703,281	\$1,689,979

<i>BUDGET AMENDMENT</i>	<i>INCREASE IN BUDGET</i>
<i>11,600.00</i>	5,626.00
<i>37,519.00</i>	37,519.00
<i>47,790.00</i>	6,313.00
<i>33,696.00</i>	3,229.00
<i>34,835.00</i>	3,935.00
<i>1,200.00</i>	685.00
<i>17,630.00</i>	1,665.00
<i>20,175.00</i>	4,725.00
<i>204,445.00</i>	63,697.00

<i>9,750.00</i>	7,250.00
<i>435.00</i>	435.00
<i>31,500.00</i>	9,000.00
<i>10,500.00</i>	2,500.00
<i>52,185.00</i>	19,185.00

<i>200.00</i>	200.00
<i>1,575.00</i>	1,575.00
<i>19,750.00</i>	11,750.00
<i>21,525.00</i>	13,525.00

<i>13,500.00</i>	1,238.00
<i>2,750.00</i>	500.00
<i>16,250.00</i>	1,738.00

<i>51,500.00</i>	500.00
<i>500.00</i>	150.00
<i>4,000.00</i>	3,500.00
<i>56,000.00</i>	4,150.00

4,500.00	850.00
4,750.00	900.00
224,000.00	24,000.00
233,250.00	25,750.00

505,000.00	280,000.00
33,500.00	1,500.00
20,750.00	7,750.00
559,250.00	289,250.00

4,200.00	700.00
4,200.00	700.00

8,950.00	2,950.00
2,500.00	400.00
10,000.00	4,000.00
7,500.00	2,000.00
28,950.00	9,350.00

644,450.00	20,990.00
19,500.00	1,500.00
23,000.00	5,000.00
17,500.00	2,500.00
19,000.00	1,000.00
3,000.00	250.00
1,750.00	250.00
728,200.00	31,490.00

3,500.00	3,400.00
1,750.00	0.00
10,100.00	200.00
4,500.00	1,500.00
19,850.00	5,100.00

41,760.00	4,000.00
700.00	500.00
1,200.00	200.00

1,800.00	300.00
2,700.00	500.00
48,160.00	5,500.00

7,680.00	1,500.00
30,000.00	4,775.00
3,500.00	250.00
32,500.00	7,500.00
3,700.00	500.00
17,000.00	2,000.00
41,000.00	6,000.00
41,000.00	5,000.00
176,380.00	27,525.00

600.00	600.00
600.00	600.00

2,000.00	1,000.00
2,000.00	1,000.00

1,946,800.00	434,863.00
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4,072,987.00	63,697.00
5,128,561.78	434,863.00
(1,055,574.78)	(371,166.00)

6/30/2021 Unassigned	6/30/2021 Total Fund Balance
2,061,145	2,074,447

CITY OF BUCHANAN
BUDGET AMENDMENT
MAJOR STREETS

GL NUMBER	DESCRIPTION	YTD BALANCE 06/30/2022	2021-22 AMENDED BUDGET
Fund 202 - MAJOR STREETS			
EXPENDITURES			
Dept 463.000 - ROUTINE STREET MAINTENANCE			
202-463.000-706.002	SALARIES - OVERTIME	5,928.80	6,000.00
202-463.000-782.000	ROAD MAIN. MATERIAL & SUPPLIES	32,511.21	25,000.00
Total Dept 463.000 - ROUTINE STREET MAINTENANCE		38,440.01	31,000.00
Dept 482.000 - ADMIN. & RECORD KEEPING			
202-482.000-706.001	SALARIES-FULL TIME	25,998.43	24,306.00
202-482.000-706.002	SALARIES - OVERTIME	66.36	0.00
Total Dept 482.000 - ADMIN. & RECORD KEEPING		26,064.79	24,306.00
TOTAL MAJOR STREETS EXPENDITURE BUDGET AMENDMENT		64,504.80	55,306.00
NET CHANGE		64,504.80	55,306.00

BUDGET	INCREASE
AMENDMENT	IN BUDGET

6,500.00	500.00
34,000.00	9,000.00
40,500.00	9,500.00

28,500.00	4,194.00
100.00	100.00
28,600.00	4,294.00

69,100.00	13,794.00
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69,100.00	13,794.00
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CITY OF BUCHANAN
BUDGET AMENDMENT
LOCAL STREETS

GL NUMBER	DESCRIPTION	YTD BALANCE 06/30/2022	2021-22 AMENDED BUDGET
Fund 203 - LOCAL STREETS			
EXPENDITURES			
Dept 463.000 - ROUTINE STREET MAINTENANCE			
203-463.000-706.001	SALARIES-FULL TIME	46,885.40	48,190.00
203-463.000-706.002	SALARIES - OVERTIME	4,897.43	5,000.00
Total Dept 463.000 - ROUTINE STREET MAINTENANCE		51,782.83	53,190.00
Dept 482.000 - ADMIN. & RECORD KEEPING			
203-482.000-706.002	SALARIES - OVERTIME	66.37	0.00
Total Dept 482.000 - ADMIN. & RECORD KEEPING		66.37	0.00
TOTAL LOCAL STREETS EXPENDITURE BUDGET AMENDMENT		51,849.20	53,190.00
NET CHANGE		51,849.20	53,190.00

BUDGET	INCREASE
AMENDMENT	IN BUDGET

51,250.00	3,060.00
5,500.00	500.00
56,750.00	3,560.00

100.00	100.00
100.00	100.00

56,850.00	3,660.00
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56,850.00	3,660.00
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**CITY OF BUCHANAN
BUDGET AMENDMENT
WATER AND SEWER**

GL NUMBER	DESCRIPTION	YTD BALANCE 06/30/2022	2021-22 AMENDED BUDGET
Fund 501 - W & S MAINTENANCE & OPERATION			
EXPENDITURES			
Dept 000.000			
501-000.000-700.015	TRANSFER TO GENERAL	11,599.95	5,800.00
Total Dept 000.000		11,599.95	5,800.00
Dept 590.000 - SEWER MAINTENANCE & OPERATION			
501-590.000-818.000	CONTRACTUAL	45,167.09	35,000.00
501-590.000-921.000	UTILITIES	86,073.75	83,000.00
501-590.000-933.000	MAINTENANCE - EQUIPMENT	24,140.85	25,000.00
501-590.000-970.001	CAPITAL OUTLAY	21,594.72	0.00
Total Dept 590.000 - SEWER MAINTENANCE & OPERATION		176,976.41	143,000.00
Dept 591.000 - WATER MAINTENANCE & OPERATION			
501-591.000-706.002	SALARIES - OVERTIME	25,551.82	23,000.00
501-591.000-730.000	POSTAGE	6,312.88	6,240.00
501-591.000-751.000	GAS AND OIL	4,098.75	4,500.00
501-591.000-818.000	CONTRACTUAL	28,406.76	22,000.00
501-591.000-933.000	MAINTENANCE - EQUIPMENT	5,680.48	6,000.00
501-591.000-937.000	METERS - HYDRANTS - FITTINGS	26,890.55	28,000.00
501-591.000-970.001	CAPITAL OUTLAY	32,500.00	7,000.00
Total Dept 591.000 - WATER MAINTENANCE & OPERATION		129,441.24	96,740.00
TOTAL WATER & SEWER BUDGET AMENDMENT		318,017.60	245,540.00
NET CHANGE		318,017.60	245,540.00

<i>BUDGET AMENDMENT</i>	INCREASE IN BUDGET
<i>11,600.00</i>	5,800.00
<i>11,600.00</i>	5,800.00
<i>50,000.00</i>	15,000.00
<i>106,000.00</i>	23,000.00
<i>26,000.00</i>	1,000.00
<i>21,600.00</i>	21,600.00
<i>203,600.00</i>	60,600.00
<i>27,600.00</i>	4,600.00
<i>7,500.00</i>	1,260.00
<i>5,500.00</i>	1,000.00
<i>30,000.00</i>	8,000.00
<i>7,000.00</i>	1,000.00
<i>30,000.00</i>	2,000.00
<i>32,500.00</i>	25,500.00
<i>140,100.00</i>	43,360.00
<i>355,300.00</i>	109,760.00
<i>355,300.00</i>	109,760.00

**CITY OF BUCHANAN
BUDGET AMENDMENT
DOWNTOWN DEVELOPMENT AUTHORITY FUN**

GL NUMBER	DESCRIPTION	YTD BALANCE 06/30/2022
Fund 107 - DOWNTOWN DEVELOPMENT FUND		
REVENUES		
107-000.000-440.020	INTEREST-CAMERON DOWNEY	269.63
107-000.000-440.021	INTEREST-BUCH EQUITY	226.20
107-000.000-442.000	FARMERS' MARKET REVENUE	5,170.00
107-000.000-665.000	INTEREST EARNED - INVESTMENTS	109.22
TOTAL DDA REVENUE BUDGET AMENDMENT		5,775.05
EXPENDITURES		
Dept 435.000 - FARMERS' MARKET		
107-435.000-707.000	MARKET MASTER FEES	1,922.49
107-435.000-756.000	MISCELLANEOUS SUPPLIES	275.97
107-435.000-756.014	MISCELLANEOUS	110.86
107-435.000-760.000	PROMOTIONS & ADVERTISING	587.50
107-435.000-762.000	WEBSITE	100.62
107-435.000-945.000	MEMBERSHIP & DUES	55.00
Total Dept 435.000 - FARMERS' MARKET		3,052.44
Dept 450.000 - DOWNTOWN ENHANCEMENT/PLANNING		
107-450.000-852.000	FESTIVALS & EVENTS	184.00
107-450.000-852.003	WHITE SATURDAY	504.90
107-450.000-980.000	SPECIAL PROJECTS	12,250.00
Total Dept 450.000 - DOWNTOWN ENHANCEMENT/PLANNING		12,938.90
Dept 482.000 - ADMIN. & RECORD KEEPING		
107-482.000-728.000	OFFICE SUPPLIES	678.04
Total Dept 482.000 - ADMIN. & RECORD KEEPING		678.04
TOTAL DDA EXPENDITURE BUDGET AMENDMENT		16,669.38
NET CHANGE		10,894.33

ID (DDA)

2021-22 AMENDED BUDGET	BUDGET AMENDMENT	INCREASE IN BUDGET
0.00	269.00	269.00
0.00	226.00	226.00
0.00	5,170.00	5,170.00
0.00	110.00	110.00
0.00	5,775.00	5,775.00
0.00	1,923.00	1,923.00
0.00	276.00	276.00
0.00	111.00	111.00
0.00	588.00	588.00
0.00	101.00	101.00
0.00	55.00	55.00
0.00	3,054.00	3,054.00
0.00	184.00	184.00
0.00	505.00	505.00
0.00	12,250.00	12,250.00
0.00	12,939.00	12,939.00
0.00	700.00	700.00
0.00	700.00	700.00
0.00	16,693.00	16,693.00
0.00	10,918.00	10,918.00