



PUBLIC HEARING & REGULAR MEETING OF THE BUCHANAN CITY COMMISSION

MONDAY, JUNE 22, 2026 – 7:00 PM

BUCHANAN CITY HALL | 302 N RED BUD TRAIL

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 to the Public Hearing

II. Roll Call

III. Opening of Public Hearing

IV. Statement of Purpose and Announcement of Rules

A. The purpose of this public hearing is to receive public comment on a proposed amendment to the City of Buchanan Downtown Development Authority Development Plan and Tax Increment Financing Plan, Ordinance 2026.06/452. The proposed amendment has been prepared and approved by the Buchanan Downtown Development Authority and transmitted to the City Commission for consideration in accordance with the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended. The amendment is intended to further the purposes of the Act by supporting downtown development, preventing deterioration of property values, encouraging economic growth, and identifying proposed improvements and financing methods within the downtown district.

V. Close of Public Hearing

VI. Call to Order the Regular Meeting

VII. Recognition

A. **Proclamation Honoring 100 Years of Boy Scouts in Buchanan**

VIII. Pledge of Allegiance

IX. Invocation

X. Roll Call

XI. Approve Agenda

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

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

- A. **Minutes**- Consider the Regular Meeting Minutes from June 8th, 2026.
- B. **Buchanan District Library Appointment**- Consider reappointing Molly Thornton to the BDL Board of Trustees.
- C. **Excuse**- Consider excusing Mayor Pro Tem Patrick Swem and Commissioner Larry Money from the June 8th, 2026 Regular Meeting.

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

XV. Reports by: Departments, Committees, Boards

XVI. Unfinished Business

- A. **DDA Development Plan and TIF**- Consider Second Reading and Enactment of Ordinance 2026.06/452, the Downtown Development Authority Development Plan and Tax Increment Financing Plan Amendment.

XVII. New Business

- A. **Lot Purchase Agreement with Astrong Construction for Sale of City-Owned Residential**- Consideration of the Lot Purchase Agreement for the sale of four City-owned residential lots to Astrong Construction for the following lots and prices: 411 Elizabeth Street: \$7,100, 416 Bluff Street: \$6,300, 418 Bluff Street: \$6,300, 1104 Victory Street: \$7,500, and to authorize the City Manager and City Attorney to complete and execute any necessary documents to finalize the transaction.
- B. **Ordinance 2026.08/454**- Introduction of an Ordinance to Amend the City of Buchanan Unified Development Code, Section 71-18, Table 71-J Use Matrix – Residential, and Article V Definitions; and Scheduling of a First Reading and Public Hearing for July 27, 2026. As well as sending to the Planning Commission for their recommendation.
- C. **Award of Bid for Trash Services**- Consider awarding the bid for trash collection services and authorizing the City Manager to execute the related service agreement.
- D. **Brownfield Redevelopment Authority**- Consider the Brownfield Redevelopment Authority Policies and Procedures, as recommended by the BRA.
- E. **Resolution 2026.06/13**- Consider Resolution for Designation of Street Administrator to Treasurer Deborah Perez.
- F. **Budget Amendments**- Consider approving Budget Amendments #2026-02, as presented.
- G. **Expenditures**- Consider approving the expenditures for June 22, 2026.

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

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

XX. Executive Comments

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

XXI. Adjourn



**CITY OF BUCHANAN
BERRIEN COUNTY, MICHIGAN**

**NOTICE OF PUBLIC HEARING
SECOND READING AND CONSIDERATION OF ENACTMENT OF ORDINANCE NO. 2026.06/452
AN ORDINANCE APPROVING THE AMENDMENT TO THE DEVELOPMENT PLAN AND TAX
INCREMENT FINANCING PLAN OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE
CITY OF BUCHANAN**

PLEASE TAKE NOTICE that the Buchanan City Commission will hold a public hearing and consider the second reading and enactment of Ordinance No. 2026.06/452, an ordinance approving the amendment to the Development Plan and Tax Increment Financing Plan of the Downtown Development Authority of the City of Buchanan, at its regular meeting on June 22nd, 2026, at 7:00 PM at Buchanan City Hall, 302 N. Redbud Trail, Buchanan, MI 49107.

The proposed ordinance would approve and adopt the amendment to the Downtown Development Authority Development Plan and Tax Increment Financing Plan, in accordance with the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended. The amendment is intended to further the purposes of the Act, including preventing property value deterioration, increasing property tax valuation, eliminating causes of deterioration in property values, and promoting growth within the Downtown District.

A copy of the proposed ordinance and the related plan amendment are available for public inspection at the City Clerk's Office, Buchanan City Hall, 302 N. Redbud Trail, Buchanan, MI 49107, during regular business hours, and may also be available on the City's website at www.cityofbuchanan.com.

At the public hearing, all interested persons will be afforded an opportunity to be heard and to submit written comments regarding the proposed ordinance and plan amendment. Written comments may also be submitted in advance of the hearing to:

City Clerk's Office
City of Buchanan
302 N. Redbud Trail
Buchanan, MI 49107
clerk@cityofbuchanan.com

PLEASE TAKE FURTHER NOTICE that, following the public hearing and second reading, the Buchanan City Commission may consider enactment of Ordinance No. 2026.06/452.

Kalla Langston-Weiss, City Clerk

PROCLAMATION HONORING 100 YEARS OF BOY SCOUTS IN BUCHANAN

WHEREAS, the City of Buchanan is proud to recognize and honor the 100th anniversary of Boy Scouts in Buchanan, a remarkable milestone representing a century of service, leadership, character, and commitment to the youth and families of our community; and

WHEREAS, Scouting in Buchanan began with Troop 1 from 1926 to 1928, continued through Troop 41 from 1929 to 1972, and has carried forward through Troop 541 from 1973 to the present day, creating a lasting legacy that has connected generations of Buchanan residents through a shared commitment to citizenship, service, and community; and

WHEREAS, for 100 years, Buchanan Scouts have helped shape young people into leaders, neighbors, volunteers, public servants, parents, mentors, and citizens who understand the value of responsibility, teamwork, preparedness, and service to others; and

WHEREAS, the impact of Scouting in Buchanan can be seen not only in the lives of the youth who have worn the uniform, but also in the families, leaders, volunteers, churches, civic organizations, and community members who have supported the program and helped keep it strong across changing times; and

WHEREAS, Troop 41 and later Troop 541 have been a constant presence in the Buchanan community, serving countless youth and participating in many community efforts, including recycling newspapers, assisting Redbud Area Ministries, supporting improvements along the McCoy Creek Trail, and participating in numerous projects that have benefited the public good; and

WHEREAS, over the past century, more than 100 Scouts from Buchanan have attained the rank of Eagle Scout, the highest achievement in Scouting, leaving behind projects and examples of leadership that continue to serve and inspire the community; and

WHEREAS, Troop 541 is recognized as one of the longest continuously serving troops in the LaSalle Council, a distinction that speaks to the dedication of its Scouts, Scoutmasters, families, volunteers, and supporters who have sustained Scouting in Buchanan for an entire century; and

WHEREAS, in 2026, as Buchanan celebrates 100 years of local Scouting, our nation also marks the 250th anniversary of the United States of America, a historic moment

that calls us to reflect on the ideals of citizenship, service, courage, volunteerism, and responsibility that have helped define the American experience; and

WHEREAS, the story of Scouting in Buchanan is part of that larger American story, showing how national ideals are lived out at the local level by young people learning to serve their neighbors, care for their community, respect the outdoors, lead with integrity, and give back in meaningful ways; and

WHEREAS, as America looks back on 250 years of independence and civic life, Buchanan proudly recognizes that institutions such as Scouting have helped carry the values of service, patriotism, leadership, and community from one generation to the next; and

WHEREAS, the City of Buchanan extends its sincere appreciation to all Scouts, Eagle Scouts, Scoutmasters, volunteers, parents, families, alumni, and supporters who have contributed to 100 years of Boy Scouts in Buchanan and helped build a legacy worthy of recognition and celebration.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Commission of the City of Buchanan hereby honors and recognizes 100 years of Boy Scouts in Buchanan and congratulates Scouts BSA Troop 541 on this historic anniversary.

BE IT FURTHER PROCLAIMED, that the City of Buchanan celebrates the generations of young people whose lives have been shaped by Scouting, recognizes the lasting contributions of Troop 1, Troop 41, and Troop 541, and encourages all residents to join in honoring this proud legacy of leadership, service, citizenship, and community commitment.

PROCLAIMED this ___ day of _____, 2026.



PUBLIC HEARINGS & REGULAR MEETING OF THE BUCHANAN CITY COMMISSION

MONDAY, JUNE 08, 2026 – 7:00 PM

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

MINUTES

I. Call to Order Public Hearing #1

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

II. Roll Call

PRESENT: Mayor Mark Weedon, Commissioner Dan Vigansky, Commissioner Raquell George

ABSENT: Mayor Pro Tem Patrick Swem and Commissioner Larry Money

III. Opening of Public Hearing # 1

Motion made by George, supported by Vigansky, to open Public Hearing No. 1. At 7:00 PM Roll call vote carried unanimously.

IV. Statement and Purpose

A. The purpose of Ordinance No. 2026.07/450 is to amend the Code of Ordinances of the City of Buchanan by repealing Chapter 76, Signs, in its entirety. The proposed repeal is intended to eliminate duplicate and potentially conflicting sign regulations from the City Code following the adoption of the City's Unified Development Code, which now contains the City's applicable zoning and signage regulations. By repealing Chapter 76, Signs, the ordinance will help ensure that the City's sign regulations are located in the appropriate governing document, reduce confusion for property owners, businesses, staff, and the public, and promote consistent administration and enforcement of the City's current zoning and signage standards.

No public comments were received.

V. Close of Public Hearing #1

Motion made by Vigansky, supported by George, to close Public Hearing No. 1 at 7:02 PM. Roll call vote carried unanimously.

VI. Call to Order to Public Hearing #2

The Public Hearing was called to order at 7:02 PM by Mayor Weedon

VII. Roll Call

PRESENT: Mayor Mark Weedon, Commissioner Dan Vigansky, Commissioner Raquell George

ABSENT: Mayor Pro Tem Patrick Swem and Commissioner Larry Money

VIII. Opening of Public Hearing #2

Motion made by Vigansky, supported by George, to close Public Hearing No. 2 at 7:02 PM. Roll call vote carried unanimously.

IX. Statement and Purpose

- A. The purpose of Ordinance No. 2026.07/451 is to amend Chapter 78, Solid Waste, of the City of Buchanan Code of Ordinances to update and clarify the City's brush collection regulations. The proposed amendments are intended to establish clear, consistent standards for the City's brush pick-up program, including regulations for brush size, pile size, stacking requirements, placement, collection schedule, prohibited materials, property owner responsibilities, and enforcement procedures. The ordinance is further intended to clarify that the City's brush pick-up program is provided for routine trimming of on-site trees and vegetation by property owners and is not intended to serve as a disposal service for tree removal or brush generated by professional contractors. These amendments will help promote efficient collection operations, maintain public rights-of-way, support neighborhood cleanliness, and provide clear guidance to property owners regarding proper brush disposal.

It was noted that the City has had an informal brush collection policy for several years and that the ordinance would codify the existing practice. No public comments were received.

X. Close of Public Hearing #2

Motion made by Vigansky, supported by George, to close Public Hearing No. 2 at 7:04 PM Roll call vote carried unanimously.

XI. Recognition

XII. Pledge of Allegiance

The Pledge of Allegiance was recited.

XIII. Invocation

An invocation was offered.

XIV. Roll Call

PRESENT: Mayor Mark Weedon, Commissioner Dan Vigansky, Commissioner Raquell George

ABSENT: Mayor Pro Tem Patrick Swem and Commissioner Larry Money

CITY STAFF: City Manager Tony McGhee, City Clerk Kalla Langston, Community Development and Planning Director Kristen Gundersen, Director of Public Services Mike Baker, and Chief of Police Harvey Burnett

XV. Approve Agenda

Motion made by George, supported by Vigansky, to approve the consent agenda as presented. Motion carried by voice vote.

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

No public comments.

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

A. Minutes- Consider approving the Regular Meeting Minutes from May 26th, 2026.

B. Department Head Reports- Consider accepting the Department Head Reports.

Motion made by Vigansky, supported by George, to approve the consent agenda as presented. Motion carried by voice vote.

XVIII. Scheduled Matters from the Floor (if any)**XIX. Reports by: Departments, Committees, Boards****XX. Unfinished Business**

A. First Reading of Ordinance 2026.07/450- Consider the first reading of Ordinance 2026.07/450, an ordinance to amend the Code of Ordinances of the City of Buchanan by repealing Chapter 76, Signs, in its entirety, and schedule the second reading and public hearing for July 13, 2026, to receive public comment on the proposed ordinance. *Motion made by Vigansky, supported by George, to approve the first reading of Ordinance 2026.07/450, repealing Chapter 76, Signs, as presented, and schedule Public Hearing No. 2 for July 13, 2026. Roll call vote carried unanimously.*

B. First Reading of Ordinance 2026.07/451 – Consider the first reading of Ordinance 2026.08/451, an ordinance to amend Chapter 78, Solid Waste, of the Code of Ordinances of the City of Buchanan to update and clarify brush collection regulations, and schedule the second reading and public hearing for July 13, 2026, to receive public comment on the proposed ordinance. *Motion made by George, supported by Vigansky, to approve the first reading of Ordinance 2026.07/451, an ordinance to amend Chapter 78, Solid Waste, as presented, and schedule Public Hearing No. 2 for July 13, 2026. Roll call vote carried unanimously.*

C. Lot Purchase Agreement with Michigan Housing Partnership, LLC / Allen Edwin for Sale of City-Owned Residential- Consideration of the Lot Purchase Agreement for the sale of eight City-owned residential lots to Michigan Housing Partnership, LLC / Allen Edwin at a purchase price of \$6,500 per lot, and to authorize the City Manager and City Attorney to complete and execute any necessary documents to finalize the transaction McGhee explained that the City had previously put 12 City-owned lots out for bid and received bids from three parties. Following negotiations, staff recommended selling eight lots to Allen Edwin Homes and four lots to Acheron Construction. The Allen Edwin agreement requires construction to begin on two lots before the end of the year, two more before June of the following year, and the remaining lots thereafter. *Motion made by Vigansky, supported by George, to approve the purchase agreement for the sale of the eight subject lots to Allen Edwin through Michigan Housing Partnerships, LLC, and authorize the City Manager and City Attorney to complete any necessary documents to finalize the transaction. Roll call vote carried unanimously.*

D. Dial-A-Ride (DART)

1) Consider approval of the Addendum to the Service Agreement with the City of Niles for Dial-A-Ride (DART), contingent upon passage of the City of Buchanan's proposed renewal millage.

McGhee stated that the current agreement is expiring and that the City of Niles has agreed to continue the contract under the same terms beginning January 1. It was noted that any future countywide transit proposal would require action by the Commission and could not be forced upon the City.

Motion made by George, supported by Vigansky, to approve the addendum to the service agreement with the City of Niles DART, contingent upon passage of the proposed renewal millage. Roll call vote carried unanimously.

2) Consider Resolution 2026.06/11, a Resolution to submit to the electors a proposal for the renewal of a millage for public transportation purposes, Niles Dial-A-Ride (DART) on the November 3rd, 2026 ballot.

McGhee explained that the current millage rate is 1.0 mill and that the proposed renewal would reduce the rate to 0.8 mills while still meeting the City's payment obligations for the service.

Motion made by Vigansky, supported by George, to approve Resolution 2026.06/11 as presented. Roll call vote carried unanimously.

XXI. New Business

A. Authorization to Submit USDA Rural Business Development Grant Application for Downtown Parking Lot Construction Project-

Consider the resolution 2026.06/12 authorizing the submission of a USDA Rural Business Development Grant application in the amount of \$203,142 for construction of the downtown public parking lot at the former Nelson's Transfer Station site, with a City match of \$71,375, and to authorize the City Manager to execute any necessary documents related to the application.

McGhee explained that the City previously received grant funding to cover 100% of engineering costs for the project. The proposed grant application would support construction of a parking lot near the fire station and McCoy Creek area, with approximately 22 to 25 parking spaces. Construction would likely occur in spring or summer if awarded.

Motion made by George, supported by Vigansky, to approve Resolution 2026.06/12 authorizing submission of the USDA Rural Business Development Grant application and authorizing the City Manager to execute the necessary documents. Roll call vote carried unanimously.

B. Introduction of Ordinance 2026.08/453- Considered the introduction of Ordinance 2026.08/453, an ordinance to amend Chapter 98, Article VI, of the City of Buchanan Code to regulate the riding of bicycles within the City and to repeal all ordinances in conflict therewith. Also considered scheduling Public Hearing #1 for July 13, 2026, to receive public input on the proposed ordinance.

McGhee explained that the ordinance responds to increased use of e-bikes and other motorized or electric bicycles on sidewalks and is intended to give the Police Department a better ability to address safety concerns. The ordinance was described as creating civil infractions rather than criminal misdemeanors.

Motion made by Vigansky, supported by George, to approve the introduction of Ordinance 2026.08/453, an ordinance to amend Chapter 98, Article VI, to regulate the riding of bicycles, and schedule Public Hearing No. 1 for July 13, 2026. Roll call vote carried unanimously.

C. Undeveloped Right-of-Way vacation in the Hobart St. Neighborhood- Consider the vacation of the undeveloped public right-of-way areas in the Hobart Street and South Red Bud Trail neighborhood, subject to legal review, required public notice, reservation of any necessary utility easements, and completion of the appropriate documentation.

McGhee explained that several undeveloped rights-of-way in the area are unlikely to ever be developed because of the cost of extending utilities and infrastructure. Vacating the rights-of-way would allow portions to be divided among adjoining property owners, generally split 50/50 along the centerline. A central area would remain unvacated to preserve access to rear properties.

Motion made by Vigansky, supported by George, to approve the vacation of undeveloped right-of-way, subject to any required legal review, public notice, necessary utility easements, and completion of the appropriate documentation as presented. Roll call vote carried unanimously.

- D. Zero Turn Riding Mower RFP**- Consider the bids received for the purchase of one 52” Zero Turn Riding Mower for use by the Department of Public Works, and authorize award of bid.

Staff recommended the RZ752 mower from Weldy’s. Although it was the second-lowest responsive bid, the unit was described as more robust and having a longer service cycle, making it more cost-effective over time. Staff noted that City mowers are used daily during mowing season, including for cemetery, parks, and code enforcement mowing.

Motion made by George, supported by Vigansky, to award the purchase of the RZ752 mower from Weldy’s in an amount not to exceed \$8,685.98. Roll call vote carried unanimously.

- E. 2026 Utility Cut Restoration and Mill & Overlay Program RFP**- Consider the bids received for the 2026 Asphalt Patching, Utility-Cut Restoration, and Mill & Overlay Program, and authorize award of bid.

McGhee explained that Work Scope 1 covers utility tie-in patching around the community and would be paid from the water and sewer fund. Work Scope 2 includes interim road patching, including a significant section of Alexander Street, while the City awaits additional information regarding anticipated state road funding.

Motion made by Vigansky, supported by George, to award Work Scope 1 to A. Strong Construction in the amount of \$45,860 and Work Scope 2 to Reith-Riley Construction in the amount of \$101,500. Roll call vote carried unanimously.

- F. Expenditures**- Consider approving the expenditures for June 8th, 2026.

Discussion included legal fees related to FOIA matters and costs associated with certification of the chipper truck, which staff explained is required for safety and insurance purposes.

Motion made by Vigansky, supported by George, to approve the expenditures in the amount of \$40,273.19 as presented. Roll call vote carried unanimously.

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

- A. Buchanan Master Plan**- The City of Buchanan is continuing work on the Buchanan Master Plan update. As part of the public engagement process, the City will host two public open house opportunities for residents and community members to provide input on housing, economic development, and future land uses within the City of Buchanan.

The first public open house will be held on Tuesday, June 9, 2026, from 5:00 p.m. to 7:00 p.m. at Buchanan City Hall, 302 Red Bud Trail North. A second opportunity for public input will be held on Saturday, June 13, 2026, from 8:00 a.m. to 1:00 p.m. at the Buchanan Farmers Market, 122 Days Avenue.

Light refreshments will be provided. Community members may also visit tinyurl.com/BuchananPlan to view results from the public survey.

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

Chief Burnett announced that National Night Out will be held the first Tuesday in August from 6:00 PM to 9:00 PM at McCoy Creek. He also stated that a summary regarding e-bikes and related statutes has been posted on the City website under the Chief’s Corner. He reminded the public that bicycle and e-bike operators must obey applicable traffic laws.

XXIV. Executive Comments

- A. City Manager Comments**

The City Manager reported that plans and specifications for the boat launch project phases one and two are complete and under DNR review. The project is expected to go out for bid after DNR approval, with construction anticipated during the summer.

The City Manager also reported that garbage bids were received and that two of the three bidders came in below the City’s current service cost. A recommendation for a future garbage provider will be brought to the Commission at an upcoming meeting, with potential cost savings for residents.

B. Commissioner Comments

Commissioner Vigansky thanked everyone who participated in recent community events and commented positively on the fish fry.

Commissioner George reminded the public that the Kathryn Park community build is scheduled for June 23 and 24. She clarified that the park does not have a million-dollar budget and asked about the planned playground surface. Staff explained that the surface is a safety-rated shredded material, not a solid ADA-accessible poured surface, and that an ADA-accessible swing is included in the playground design. Commissioner George also reminded residents about garage sale weekend and noted that Relevant Church is unable to participate on July 18 and will reschedule for a later date.

C. Mayor Comments

Mayor Weedon thanked attendees and commented on activity and improvements in the downtown, including progress at Brick and Bloom, McCollum’s one-year anniversary, and outdoor seating downtown. It was also noted that Buckteen Reunion attendance is approximately 417.

XXV. Adjourn

Kalla Langston-Weiss, City Clerk

Mayor Mark Weedon

June 8th, 2026

To: City of Buchanan Board of Commissioners
Subject: Volunteer approval request

From: Molly Thornton
202 Clark Street
269-449-1820

Hello.

I am writing this letter to request approval to continue serving as a volunteer on the Board of Directors for the Buchanan District Library. My current term expires in this month of June. I intend to continue serving as a trustee once this request is approved.

Thank you for your time and consideration.

Molly Thornton

Memorandum



Date: June 15, 2026
To: Buchanan City Commission
From: Tony McGhee
Subject: **Ordinance to Amend Downtown Development Authority Budget and Spending Plan**

Background

Before the Commission, for consideration and a second reading, is an ordinance to amend the City of Buchanan Downtown Development Authority Development Plan and Tax Increment Financing Plan. The proposed amendment was prepared and approved by the Buchanan Downtown Development Authority and has been transmitted to the City Commission for consideration in accordance with the Recodified Tax Increment Financing Act, Public Act 57 of 2018, as amended.

The purpose of the public hearing is to receive public comment on the proposed amendment to the City of Buchanan Downtown Development Authority Development Plan and Tax Increment Financing Plan. The amendment is intended to further the purposes of the Act by supporting downtown development, preventing deterioration of property values, encouraging economic growth, and identifying proposed improvements and financing methods within the downtown district.

Downtown Development Authorities (DDA) are an important economic development tool used by communities throughout Michigan. A DDA is generally established by a municipality to focus on the improvement, preservation, and redevelopment of a defined downtown district. The intent is to provide a dedicated structure for addressing the needs of the downtown area, including public improvements, infrastructure, redevelopment efforts, beautification, and other activities that strengthen the district as a center of commerce, civic life, and community identity.

DDAs are commonly financed through tax increment financing, often referred to as TIF. Under a TIF plan, a portion of the increase in property tax revenue generated from growth in taxable value within the district may be captured and reinvested back into that district. This allows the economic growth created within the downtown area to help fund improvements

Memorandum

that support continued reinvestment, enhance public spaces, stabilize and improve property values, and encourage private development. In this way, the DDA serves as a mechanism for long-term, district-focused planning and investment.

The proposed budget and plan amendment were developed through a collaborative process by the DDA Board. Over the course of several public meetings, the Board reviewed priorities, discussed eligible uses of DDA funds, considered potential improvements, and worked together to create a budget focused on improving the downtown district. The process was guided by Dan Fette, Berrien County Community Development Director, who has extensive experience assisting DDAs throughout Berrien County with the development and adoption of Tax Increment Financing spending plans.

The work of the DDA Board reflects a good faith effort to create a practical and improvement-focused budget for the district. The proposed amendment identifies projects, priorities, and financing methods intended to support downtown development and strengthen the district over time. While the plan is developed and approved by the DDA Board, it requires approval by the City Commission before it may be formally adopted and implemented.

The ordinance before the City Commission provides the necessary step for consideration of the proposed amendment. Introducing the ordinance and conducting the required public hearing allows the City Commission to receive public input, consider the recommendation of the DDA Board, and determine whether the proposed amendment is consistent with the goals of the City and the purposes of Public Act 57.

Recommendation

Administration recommends that the City Commission hold the second public hearing to amend the City of Buchanan Downtown Development Authority Development Plan and Tax Increment Financing Plan and proceed with the approval process as required.

Attachment A: Proposed Amended DDA TIF Spending Plan

Attachment B: Draft Ordinance Amending DDA TIF Spending Plan

Attachment A



TAX INCREMENT FINANCING AND DEVELOPMENT PLAN

2026 AMENDMENT

CITY OF BUCHANAN
DOWNTOWN DEVELOPMENT AUTHORITY

“Preserving the Past – Creating the Future”



DOWNTOWN DEVELOPMENT AUTHORITY
CITY OF BUCHANAN
BERRIEN COUNTY, MICHIGAN

April 2026

SECTION ONE

INTRODUCTION

GENERAL OVERVIEW

In 2018, the Michigan Legislature enacted Public Act 57, titled the Recodified Tax Increment Financing Act. Part 2 of this legislation allows municipalities to form Downtown Development Authorities (DDAs) to provide a means for local units of government to eliminate property value deterioration and promote economic growth.

Since the adoption of this act, many cities and villages, including the City of Buchanan, have utilized a DDA to stimulate economic revitalization within their downtown business districts. A DDA establishes a district for which a plan is prepared identifying specific public and private improvements necessary to correct deterioration and encourage new investment.

Funding for these improvements is provided by Tax Increment Financing (TIF) through taxes paid on the increased value created within the district by new private investment. In theory, no taxes are lost by any taxing entity because it is assumed that the specific business investments resulting in the increased tax base would not occur without the implementation of the DDA Development and Tax Increment Financing Plan

POWERS OF THE AUTHORITY

Section 207 of the Act provides a detailed explanation of the powers of the Board of Directors of the DDA, as follows:

- (a) Prepare an analysis of economic changes taking place in the downtown district.
- (b) Study and analyze the impact of metropolitan growth upon the downtown district.
- (c) Plan and propose the construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, or reconstruction of a public facility, an existing building, or a multiple-family dwelling unit which may be necessary or appropriate to the execution of a plan which, in the opinion of the board, aids in the economic growth of the downtown district.
- (d) Plan, propose, and implement an improvement to a public facility within the development area to comply with the barrier free design requirements of the state construction code promulgated under the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.
- (e) Develop long-range plans, in cooperation with the agency which is chiefly responsible for planning in the municipality, designed to halt the deterioration of property values in the downtown district and to promote the economic growth of the downtown district, and take

such steps as may be necessary to persuade property owners to implement the plans to the fullest extent possible.

(f) Implement any plan of development in the downtown district necessary to achieve the purposes of this part, in accordance with the powers of the authority as granted by this part.

(g) Make and enter into contracts necessary or incidental to the exercise of its powers and the performance of its duties.

(h) Acquire by purchase or otherwise, on terms and conditions and in a manner the authority considers proper or own, convey, or otherwise dispose of, or lease as lessor or lessee, land and other property, real or personal, or rights or interests in property, which the authority determines is reasonably necessary to achieve the purposes of this part, and to grant or acquire licenses, easements, and options with respect to that property.

(i) Improve land and construct, reconstruct, rehabilitate, restore and preserve, equip, improve, maintain, repair, and operate any building, including multiple-family dwellings, and any necessary or desirable appurtenances to that property, within the downtown district for the use, in whole or in part, of any public or private person or corporation, or a combination of them.

(j) Fix, charge, and collect fees, rents, and charges for the use of any building or property under its control or any part thereof, or facility therein, and pledge the fees, rents, and charges for the payment of revenue bonds issued by the authority.

(k) Lease any building or property under its control, or any part of a building or property.

(l) Accept grants and donations of property, labor, or other things of value from a public or private source.

(m) Acquire and construct public facilities.

(n) Create, operate, and fund marketing initiatives that benefit only retail and general marketing of the downtown district.

(o) Contract for broadband service and wireless technology service in the downtown district.

(p) Operate and perform all duties and exercise all responsibilities described in this section in a qualified township if the qualified township has entered into an agreement with the municipality under section 203(7).

(q) Create, operate, and fund a loan program to fund improvements for existing buildings located in a downtown district to make them marketable for sale or lease. The board may make loans with interest at a market rate or may make loans with interest at a below market rate, as determined by the board.

(r) Create, operate, and fund retail business incubators in the downtown district.

BACKGROUND AND NEED FOR UPDATE

Establishment and History

The City of Buchanan Downtown Development Authority (DDA) was established by the City Commission on December 17, 1984, following a formal public hearing. In creating the Authority, the City Commission determined that the DDA was a necessary vehicle to:

"Halt property value deterioration and increase property tax valuation where possible in the business district of the City, eliminate the causes of that deterioration, and promote economic growth."

As required by the Downtown Development Act (now codified as part of Public Act 57 of 2018), a multi-year development plan was prepared and formally adopted on December 17, 1985. This initial plan established the Tax Increment Financing (TIF) district and provided the framework for the Authority's early initiatives.

To ensure the DDA remained responsive to the evolving needs of the downtown, the City Commission has adopted several updates over the years:

- January 22, 2007: Adoption of Ordinances 2007.01/372 and 2007.01/373, which amended the Downtown District boundaries and updated the Development Plan.
- September 28, 2015: Adoption of Ordinance 2015.09/396 to incorporate a new slate of development projects.

Reasons for the 2026 Update

Following a period of relative dormancy, the City Commission reactivated the DDA in 2025. The Authority resumed regular monthly meetings in August 2025 to evaluate the current state of the district and modernize its development strategy.

The DDA has identified the following core objectives for this update:

1. **Tourism and Foot Traffic:** Promote the downtown district as a premier destination for visitors.
2. **Economic Resilience:** Improve the overall business climate to deter decline and bolster the municipal tax base.
3. **Employment Growth:** Encourage the retention and expansion of local job opportunities.
4. **Public Amenities:** Maintain and enhance public facilities to ensure a high quality of life.
5. **Aesthetic and Historic Preservation:** Improve the visual amenities of the district while protecting Buchanan's unique historic character.

This 2026 Update renews the Development Plan and TIF Plan, authorizing the use of captured revenues to fund the strategic goals and specific projects outlined herein.

SECTION TWO

SUMMARY OF CURRENT PLAN

INTRODUCTION

The purpose of this section of the Development Plan Update is to summarize the accomplishments of the DDA since organization in 1984 and adoption of the Development Plan on December 17, 1984, as amended in 2007 and in 2015.

ACCOMPLISHMENTS

The DDA has successfully implemented several programs, including:

- Applying to the National Park Service to have Buchanan's historic downtown listed on the National Register of Historic Places
- Implementing the Building Improvement and Façade Grant program.
- Participating in the State of Michigan Main Street Program

It has not had financial resources to address other projects during the term of the current Development Plan.

SUMMARY ANALYSIS OF PROGRAMS AND PROJECTS

As shown in the narrative statements, the DDA has over the past years, taken careful action to implement several projects in an orderly and financially prudent manner. The City and DDA have successfully completed many of the scheduled and budgeted programs and projects using funds collected from the tax increment financing district process, albeit with a period of inaction since 2020.

This update is intended to reactivate the DDA's financing capacity to plan for the implementation, beginning in 2026, of the projects and programs:

- 1) Downtown Marketing and Wayfinding
- 2) Downtown Public Spaces - operations and maintenance
- 3) Tin Shop Theatre – operations and program assistance
- 4) Pears Mill - operations and program assistance
- 5) Farmers Market - operations and program assistance
- 6) Building façade grants / loans
- 7) Special Community Events

SECTION THREE

DEVELOPMENT PLAN UPDATE AND TAX INCREMENT PLAN

MISSION STATEMENT OF THE DDA

The Board of Directors reconfirms its original goals: to halt property value deterioration, increase property tax valuation, and promote economic growth.

LEGAL BASIS OF THE PLAN

This Development Plan Update and Tax Increment Plan is prepared pursuant to requirements of Section 217 of the Act, as amended. It addresses the Downtown Development District as amended by City Commission. A descriptive map, ordinance and legal description describing district is contained in the appendix.

DEVELOPMENT PLAN REQUIREMENTS

This section of the Development Plan Update provides specific information required in Section 217 Act. It consists of responses to specific information requested in subsections 2(a) through 2(p).

Section 217.2(a) The designation of boundaries of the development area in relation to highways, streets, streams, or otherwise.

The DDA legal description and map are contained in the Appendix A.

Section 217.2(b) The location and extent of existing streets and other public facilities within the development area and shall designate the location, character, and extent of the categories of public and private land uses then existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses and shall include a legal description of the development area.

A copy of the Future Land Use map prepared by the City Planning Commission is contained in the Appendix B showing the relationship of the DDA boundary to other relevant uses of land and transportation routes.

Section 217.2(c) A description of improvements to be made in the development area to be demolished, repaired, or altered, a description of any repairs and alterations, and an estimate of the time required for completion.

A description of specific improvement projects that are contemplated within the development district is contained in the project schedule and budget at the end of this section.

Section 217.2(d) The location, extent, character, and estimated cost of the improvements including rehabilitation contemplated for the development area and an estimate of the time required for completion.

A description, including cost estimate and schedule of implementation, for each improvement project that will be completed within the district is contained in the project schedule and budget at the end of this section.

Section 217.2(e) A statement of the construction or stages of construction planned, and the estimated time of completion of each stage.

A description, including a cost estimate and implementation schedule for each specific improvement project that is proposed to be undertaken within the district is contained in the project schedule and budget at the end of this section.

Section 217.2(f) A description of any parts of the development area to be left as open space and the use contemplated for the space.

A copy of the Future Land Use map, prepared by the City Planning Commission, is contained in the appendix showing the relationship of land uses, including open spaces proposed within the DDA boundary.

Section 217.2(g) A description of any portion of the development area which the authority desires to sell, donate, exchange, or lease to or from the municipality and proposed terms.

This Plan does not contemplate the acquisition, disposition or exchange of property with the municipality.

Section 217.2(h) A description of desired zoning changes and changes in streets, street levels, intersections, and utilities.

All contemplated alterations to streets and utilities are shown within the context of the Future Land Use map prepared by the City Planning Commission.

Section 217.2(i) An estimate of the cost of the development, a statement of the proposed method of financing the development, and the ability of the authority to arrange financing.

A description, including cost estimate for individual projects and method of financing is contained in the project schedule and budget at the end of this section.

Section 217.2(j) Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed and for whose benefit the project is being undertaken, if that information is available to the authority.

Information concerning the names of persons for whom benefits may accrue are unknown at this time as final development plans and projects have not been prepared. Therefore, such information is unavailable.

Section 217.2(k) The procedure for bidding for the leasing, purchasing, or conveying of all or a portion of the development upon its completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold or conveyed to these persons.

The DDA Board of Directors has no publicly announced commitments for the acquisition or sale of property under supervisory responsibility of the DDA. Therefore, such information is unavailable.

Section 217.2(l) Estimates of the number of persons residing in the development area and the number of families and individual to be displaced. If occupied residences are designated for acquisition and clearance by the authority, a development plan shall include a survey of the families and individuals to be displaced, including their income and racial composition, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displace families and individuals.

The estimated number of residential properties in the district is estimated at 31 units and no citizen council is required pursuant to Section 221 of the Act. No acquisition of residential

units nor relocation of families or individuals is contemplated within the scope of this proposed Development Plan Update and Tax Increment Financing Plan.

Section 217.2(m) A plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.

No relocation of families or individuals is contemplated within the scope of this proposed Development and Tax Increment Plan. Therefore, relocation plans are not required.

Section 217.2 (n) Provision for the costs of relocating persons displaced by the development, and financial assistance and reimbursement of expenses, including litigation expenses and expenses incidental to the transfer of title, in accordance with the standards and provisions of the federal uniform relocation and real property acquisitions policies act of 1970, being Public Law 91-646, 42 USC sections 4601et seq.

No relocation of families or individuals is contemplated within the scope of this proposed Development and Tax Increment Financing Plan. Therefore, relocation plans are not required.

Section 217.2(o) A plan for compliance with Act No. 227 of the Public Acts of 1972, being sections 213.321 to 213.332 of the Michigan Compiled Laws.

No relocation of individuals or families through the acquisition of property is contemplated within the scope of this proposed Development and Tax Increment Financing Plan. Therefore, financial assistance for displaced businesses or individuals is not required.

Section 217.2(p) Other material which the authority, local public agency, or governing board considers pertinent.

No added information was deemed necessary for this update.

DEVELOPMENT & TAX INCREMENT FINANCING PLAN - SCHEDULE & BUDGET

Development Plan Update and Tax Increment Financing Plan is presented on the following pages. It describes specific programs and projects addressing DDA goals. Accompanying each program or construction project is information concerning the implementation schedule, estimated cost and source of funding. The schedule begins in the Year 2026 and ends in the Year 2040. Projects have been scheduled based on priority of need and the anticipated ability of the DDA to finance individual projects.

In the Year 2040, the DDA will consider action to update the Development Plan and Tax Increment Financing Plan or make recommendation for the rescission of the ordinance establishing the DDA and termination of the tax increment financing district.

The schedule and budget assume the DDA will complete all projects before 2040, however, where projects require continuation beyond this date, the DDA will assign completion responsibilities to other City agencies and obligate funds for completion, should a decision to cancel operation of the DDA be contemplated.

If DDA revenues exceed the anticipated needs of all projects contained the budget, excess revenue shall be remitted to respective taxing units in proportion to applicable tax millage rates imposed on property in the DDA District, as required by the Section 215(2) of Act.

SECTION FOUR

DEVELOPMENT FINANCING PLAN

DESCRIPTION OF CURRENT FINANCIAL POSITION

Current Assets and Revenue

Per the City Treasurer who also serves as the Treasurer for the DDA, the DDA expected to have a fund balance of approximately \$505,140.00 at the close of the fiscal year (June 30, 2025). The DDA has no other assets or obligations.

Expenses

Per the proposed DDA budget, all proposed budget expenditures address specific projects. Administrative expenses of the DDA are funded through the general administrative budget of the City

DURATION OF THE DDA AND TAX INCREMENT FINANCING DISTRICT

The ordinance for the formation of the DDA is silent concerning the duration of the DDA. It is assumed the City Commission intended the DDA to prepare a work program and determine the duration of the DDA based, in part, on the time needed to complete the work program. This Plan establishes a budget for a 15-year period.

TAX INCREMENT FINANCING PLAN

The Downtown Development Act, requires the DDA to address three legislative requirements in the Tax Increment Financing Plan. These provide information about funds anticipated to be received by the DDA and its impact upon taxing jurisdictions. These requirements are found in Section 214(1) of the Act and states that "when the authority determines that it is necessary for the achievement of the purposes of this act, the authority shall prepare and submit a tax increment financing plan to the governing body of the municipality. The plan shall include a development plan as provided in section 217 ...".

Specifically, the Tax Increment Financing Plan must include, pursuant to Section 214(1) of the Act:

- 1) A detailed explanation of the tax increment process,
- 2) The maximum amount of bonded indebtedness to be incurred, and
- 3) The duration of the program.

The introduction to this Plan includes a detailed description of the tax increment financing process and reference is made to this explanation

CONTEMPLATED USE OF DEBT

The Board of Directors continues a "pay-as-you-go" funding philosophy and will not consider the use of debt for implementation of these projects

The DDA has determined that tax increment financing is necessary for a 15-year period to complete all the projects contained in the Project List and Budget. Based on current City resources, the City Commission and DDA members realize that limited budgetary resources and the lack of other economic development funding sources prohibit the City of Buchanan from achieving the goals of the DDA without use of tax increment financing. There are no City or other sources of funds currently available for these programs that can replace the use of tax increment financing.

TAX INCREMENT AND DDA REVENUE PROJECTION

Section 214(1) further requires the tax increment financing analysis to address "a statement of the estimated impact of the tax increment financing on the assessed values of all taxing jurisdictions in which the development area is located." The following table contains DDA revenue projections for the period between the years 2026 and 2040. This analysis is based on the assumption that the value of the DDA District will increase by 2.5% annually.

Table 1 - displays estimated tax income revenue for the term of the plan.

TAX UNIT IMPACT ANALYSIS

Table 2 - illustrates the probable impact upon various taxing jurisdictions based on the non-homestead applicable 2026 tax millage rate.

USE OF TAX INCREMENT AND DDA REVENUE

Table 3 - displays the schedule and estimated cost for each project listed in the development plan.

APPENDIX A – LEGAL DESCRIPTION

Commencing at the corner common to sections 25, 26, 35 and 36, City of Buchanan, Berrien County, Michigan; thence south on the line common to sections 35 and 36 a distance of 117.5 feet; thence west 165 feet; thence south 42 feet; thence east 132 feet to the west line of Redbud Trail; thence south on said west line 66 feet; thence west 177 feet; thence south 132 feet; thence east 177 feet to the west line of Redbud Trail; thence south on said west line 66 feet; thence west 132 feet; thence south 66 feet to the north right-of-way line of Central Court; thence west 155.5 feet to the east line of Days Avenue; thence south on said east line 82.5 feet to the centerline of Roe Street extended; thence west on said centerline and centerline extended 437.25 feet to the centerline of Oak Street; thence north on said centerline 297 feet to the north line of Charles Court extended; thence west on said north line and north line extended 294.75 feet; thence north 46 feet; thence east 49 feet; thence north 234.25 feet to the south right-of-way line of Front Street; thence west 43 feet along the south line of Front Street; thence north 231 feet; thence east 288.75 feet to the centerline of Oak Street; thence north on said centerline approximately 220 feet to the centerline of Dewey Street; thence east on said centerline 222.75 feet to the centerline of Main Street; thence north on said centerline 280.5 feet to the centerline of Third Street; thence east on said centerline 264 feet to the east line of Short Street extended; thence south on said east line 90.75 feet; thence east 132 feet; thence south 66 feet; thence east 66 feet; thence north 132 feet to the south line of Third Street; thence east on said south line and south line extended 132 feet to the east line of Redbud Trail; thence north on said east line approximately 292 feet to a point approximately 20 feet north of the southwest corner of block 3 of the Hatch Addition to the City of Buchanan; thence east a distance of 93 feet; thence north 157 feet; thence east 6 feet; thence north along the east line and east line extended of said block 3 to the westerly line of lot 2, block 3 of said Hatch Addition; thence northwesterly on said westerly line of lot 2, block 3 to the southerly line of River Street; thence northeasterly on said southerly line to the east line of block 2 of said Hatch Addition a distance of 228.35 feet; thence southeasterly along said lot line 192.36 feet; thence south 69° 41' west 58.65 feet; thence south 18° 21' east 50 feet; thence south 0° 22' 52" east 271.72 feet to the northern edge of the Third Street right-of-way, also being the northern edge of McCoy Creek; thence southwesterly 340.65 feet along the western right-of-way of Third Street to the southeast corner of lot 10, block 3 of the Hatch Addition to the City of Buchanan; thence south 66 feet across the Third Street right-of-way; thence southwesterly along the eastern edge of lot 1 of Assessor's Plat No. 1 to the City of Buchanan and the property line extended 295.16 feet to the south right-of-way line of Dewey Street; thence northeasterly 66 feet; thence east 105.5 feet; thence south 9° 51' 30" east 349.76 feet to the northern right-of-way line of Front Street; thence easterly approximately 185 feet along the northern right-of-way line of Front Street to a point also known as the southeast corner of unplatted parcel 11-58-0025-0014-00-7 as of 8/15/06; thence south 66 feet to the south right-of-way line of Front Street; then easterly along the south right-of-way line of Front Street 606.14 feet; thence north approximately 27 feet to a point also known as the southwest corner of unplatted parcel 11-58-0025-0015-10-1 as of 8/15/06; thence east 165 feet; thence northerly 396 feet; thence westerly 165 feet; thence northerly 244.9 feet; thence westerly

47.53 feet; thence northerly 83.26 feet; thence north $18^{\circ} 40'$ west 339.9 feet; thence north $25^{\circ} 26' 10''$ west 84.18 feet; thence north $4^{\circ} 20' 10''$ west 151.08 feet to the south right-of-way line of Third Street; thence northeasterly approximately 570 feet to the westernmost point of lot 6 of Assessor's Plat No. 1 to the City of Buchanan, a point which also lies along the western right-of-way of Third Street; thence northeasterly 505.3 feet; thence northeasterly 409.2 feet to the northeastern corner of lot 6 of Assessor's Plat No. 1 to the City of Buchanan; thence south 271.6 feet; thence east 150 feet to the north and south quarter line of said section 25; thence south on said quarter line to the south quarter corner of said section 25; thence west on the section line common to said sections 25 and 36 a distance of 77.8 feet; thence southerly approximately 329.5 feet; thence west 202 feet; thence southerly approximately 30 feet; thence west approximately 600 feet; thence northwesterly approximately 140 feet; thence westerly 298.85 feet to the centerline of liberty street; thence north on said centerline 126 feet; thence west 274.5 feet; thence south 162.9 feet; thence northwesterly approximately 419 feet along a line parallel with the centerline of Rynearson Street; thence south $4^{\circ} 15'$ west 174 feet to the centerline of Rynearson Street; thence northwesterly on said centerline approximately 745 feet to the line common to sections 35 and 36; thence north 20 feet along said common line to the point of beginning.

Except parts of blocks A and D of Central Addition to the City of Buchanan commencing 399.9 feet west and 33 feet south of the northeast corner of section 35, township 7 south, range 18 west; thence south 230.25 feet; thence north $89^{\circ} 45'$ west 127.9 feet; thence north $0^{\circ} 12' 30''$ east 113.04 feet; thence north $69^{\circ} 57'$ east 4.08 feet; thence north $0^{\circ} 21'$ east 15.23 feet; thence east 29.5 feet; thence north $0^{\circ} 21'$ east 18.94 feet; thence east 1 foot, thence north $0^{\circ} 05'$ on building wall 81.06 feet to south line of Front Street; thence east 94.27 feet to the point of beginning being a part of lots 1, 2, 3, 7 and 8 block A and part of lots 1 through 6 of block D of said plat.

APPENDIX A – BOUNDARY MAP



0 0.05 Miles
Scale: 1" = 100'
Author: Berrien County GIS
Aerial Photography: 2024
Date: 2025

Sec_30_77
County of Berrien
All Rights Reserved - 1997.
Parcel Lines are Generalized.



APPENDIX B – FUTURE LAND USE MAP

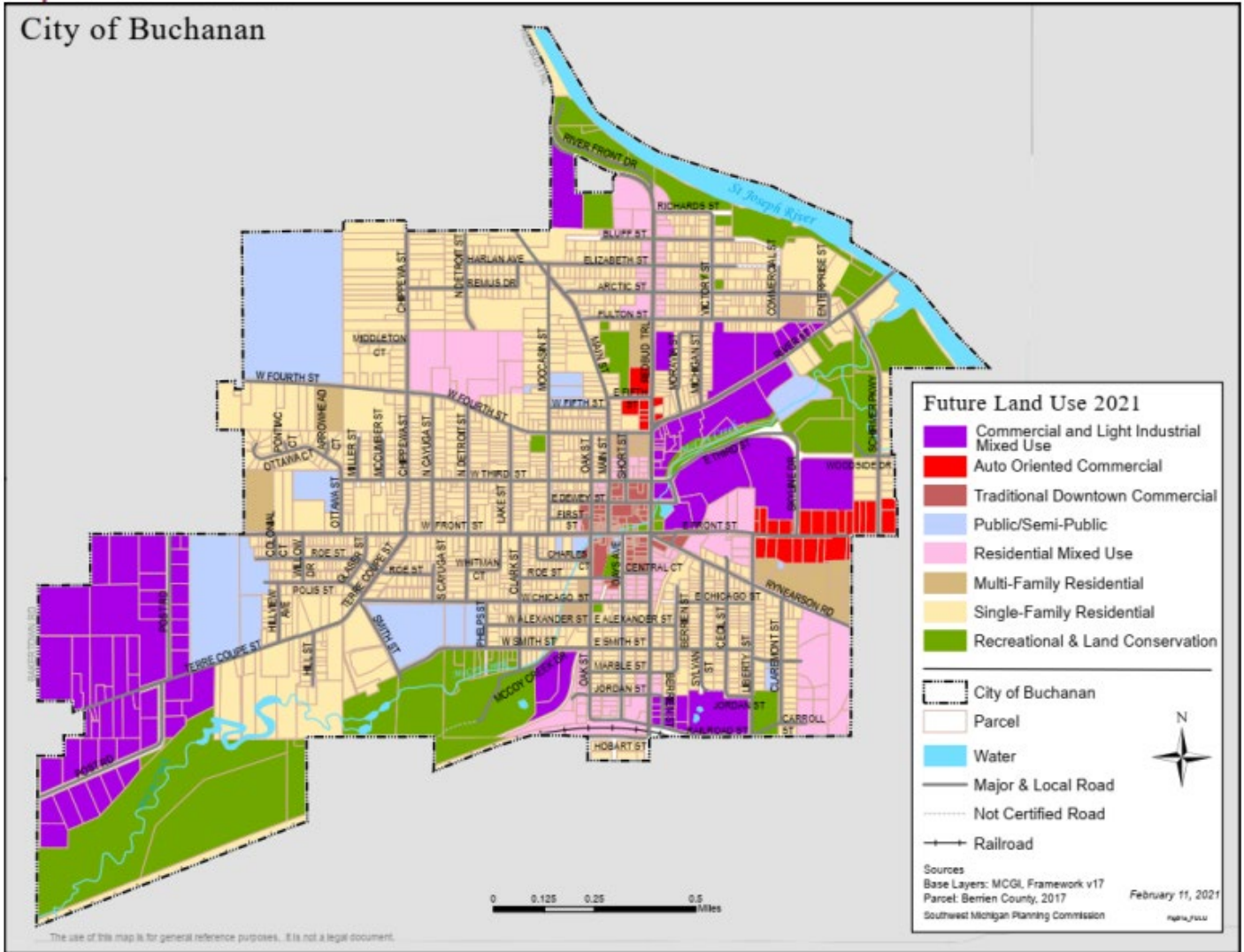


Table 1

**Buchanan DDA
PROJECTED TAX VALUE CAPTURE AND TIF REVENUE GENERATION**

| Tax Year | Captured Value | TAXABLE VALUE CAPTURE | | | High Projection | | Moderate Projection | | Low Projection | |
|----------|----------------|-----------------------|-----------|-----------|-----------------|------------|---------------------|------------------|----------------|------------|
| | | High | Moderate | Low | Annual | Cumulative | Annual | Cumulative | Annual | Cumulative |
| 2025 | 4,026,526 | | | | | | | | | |
| 2026 | 1 | 4,227,852 | 4,127,189 | 4,066,791 | 115,138 | 115,138 | 112,397 | 112,397 | 110,752 | 110,752 |
| 2027 | 2 | 4,439,245 | 4,230,369 | 4,107,459 | 120,895 | 236,034 | 115,207 | 227,604 | 111,860 | 222,612 |
| 2028 | 3 | 4,661,207 | 4,336,128 | 4,148,534 | 126,940 | 362,974 | 118,087 | 345,691 | 112,978 | 335,590 |
| 2029 | 4 | 4,894,268 | 4,444,531 | 4,190,019 | 133,287 | 496,261 | 121,039 | 466,730 | 114,108 | 449,698 |
| 2030 | 5 | 5,138,981 | 4,555,645 | 4,231,919 | 139,951 | 636,212 | 124,065 | 590,795 | 115,249 | 564,947 |
| 2031 | 6 | 5,395,930 | 4,669,536 | 4,274,238 | 146,949 | 783,161 | 127,167 | 717,962 | 116,402 | 681,349 |
| 2032 | 7 | 5,665,726 | 4,786,274 | 4,316,981 | 154,296 | 937,458 | 130,346 | 848,308 | 117,566 | 798,915 |
| 2033 | 8 | 5,949,013 | 4,905,931 | 4,360,151 | 162,011 | 1,099,469 | 133,605 | 981,913 | 118,741 | 917,656 |
| 2034 | 9 | 6,246,463 | 5,028,579 | 4,403,752 | 170,112 | 1,269,581 | 136,945 | 1,118,858 | 119,929 | 1,037,585 |
| 2035 | 10 | 6,558,787 | 5,154,294 | 4,447,790 | 178,617 | 1,448,198 | 140,368 | 1,259,226 | 121,128 | 1,158,712 |
| 2036 | 11 | 6,886,726 | 5,283,151 | 4,492,268 | 187,548 | 1,635,746 | 143,878 | 1,403,104 | 122,339 | 1,281,052 |
| 2037 | 12 | 7,231,062 | 5,415,230 | 4,537,190 | 196,926 | 1,832,672 | 147,475 | 1,550,578 | 123,563 | 1,404,614 |
| 2038 | 13 | 7,592,615 | 5,550,611 | 4,582,562 | 206,772 | 2,039,444 | 151,161 | 1,701,740 | 124,798 | 1,529,413 |
| 2039 | 14 | 7,972,246 | 5,689,376 | 4,628,388 | 217,111 | 2,256,555 | 154,940 | 1,856,680 | 126,046 | 1,655,459 |
| 2040 | 15 | 8,370,858 | 5,831,610 | 4,674,672 | 227,966 | 2,484,521 | 158,814 | 2,015,494 | 127,307 | 1,782,766 |

ANNUAL COMPOUND GROWTH RATE ASSUMPTIONS

Future growth predictor:

| | |
|----------|------|
| High | 5.0% |
| Moderate | 2.5% |
| Low | 1.0% |

APPLICABLE MILLAGE RATE FOR CAPTURE

| | |
|----------------|-----------------------|
| City General | 16.8230 |
| City Spec | 0.9908 |
| Library | 1.1874 |
| LMC | 2.2654 |
| County General | 4.7680 |
| County Spec | 1.1987 |
| Total | <u>27.2333</u> |

Table 2

| Buchanan DDA TAXING JURISDICTION IMPACT ANALYSIS - MODERATE GROWTH ASSUMPTION | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

| | | TAX YEAR | | | | | | | | | | | | | | | | | |
|------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------|-----|--|
| | | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | Total | | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | | | |
| Total Tax Increment | | 4,127,189 | 4,230,369 | 4,336,128 | 4,444,531 | 4,555,645 | 4,669,536 | 4,786,274 | 4,905,931 | 5,028,579 | 5,154,294 | 5,283,151 | 5,415,230 | 5,550,611 | 5,689,376 | 5,831,610 | | | |
| City | 17.8138 | 73,521 | 75,359 | 77,243 | 79,174 | 81,153 | 83,182 | 85,262 | 87,393 | 89,578 | 91,818 | 94,113 | 96,466 | 98,877 | 101,349 | 103,883 | 1,318,372 | 65% | |
| Library | 1.1874 | 4,901 | 5,023 | 5,149 | 5,277 | 5,409 | 5,545 | 5,683 | 5,825 | 5,971 | 6,120 | 6,273 | 6,430 | 6,591 | 6,756 | 6,924 | 87,878 | 4% | |
| RESA | 0.0000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| SET | 0.0000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| School Ops | 0.0000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| LMC | 2.2654 | 9,350 | 9,583 | 9,823 | 10,069 | 10,320 | 10,578 | 10,843 | 11,114 | 11,392 | 11,677 | 11,968 | 12,268 | 12,574 | 12,889 | 13,211 | 167,659 | | |
| | | 2.2654 | 9,350 | 9,583 | 10,069 | 10,320 | 10,578 | 10,843 | 11,114 | 11,392 | 11,677 | 11,968 | 12,268 | 12,574 | 12,889 | 13,211 | 167,659 | 8% | |
| County General | 4.7680 | 19,678 | 20,170 | 20,675 | 21,192 | 21,721 | 22,264 | 22,821 | 23,391 | 23,976 | 24,576 | 25,190 | 25,820 | 26,465 | 27,127 | 27,805 | 352,872 | | |
| 911 | 0.4495 | 1,855 | 1,902 | 1,949 | 1,998 | 2,048 | 2,099 | 2,151 | 2,205 | 2,260 | 2,317 | 2,375 | 2,434 | 2,495 | 2,557 | 2,621 | 33,267 | | |
| Law Enforcement | 0.3496 | 1,443 | 1,479 | 1,516 | 1,554 | 1,593 | 1,632 | 1,673 | 1,715 | 1,758 | 1,802 | 1,847 | 1,893 | 1,940 | 1,989 | 2,039 | 25,873 | | |
| Senior Citizen | 0.2997 | 1,237 | 1,268 | 1,300 | 1,332 | 1,365 | 1,399 | 1,434 | 1,470 | 1,507 | 1,545 | 1,583 | 1,623 | 1,664 | 1,705 | 1,748 | 22,180 | | |
| Parks | 0.0999 | 412 | 423 | 433 | 444 | 455 | 466 | 478 | 490 | 502 | 515 | 528 | 541 | 555 | 568 | 583 | 7,393 | | |
| | 5.9667 | 24,626 | 25,241 | 25,872 | 26,519 | 27,182 | 27,862 | 28,558 | 29,272 | 30,004 | 30,754 | 31,523 | 32,311 | 33,119 | 33,947 | 34,795 | 441,586 | 22% | |
| Total | 27.2333 | 112,397 | 115,207 | 118,087 | 121,039 | 124,065 | 127,167 | 130,346 | 133,605 | 136,945 | 140,368 | 143,878 | 147,475 | 151,161 | 154,940 | 158,814 | 2,015,494 | | |
| City Share | | 73,521 | 75,359 | 77,243 | 79,174 | 81,153 | 83,182 | 85,262 | 87,393 | 89,578 | 91,818 | 94,113 | 96,466 | 98,877 | 101,349 | 103,883 | 1,318,372 | | |
| Other Local Unit Share | | 38,876 | 39,848 | 40,844 | 41,865 | 42,912 | 43,985 | 45,084 | 46,211 | 47,367 | 48,551 | 49,765 | 51,009 | 52,284 | 53,591 | 54,931 | 697,123 | | |

Table 3

| Buchanan DDA | | | | | | | | | | | | | | | | |
|--|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| FIFTEEN-YEAR CASH FLOW ANALYSIS | | | | | | | | | | | | | | | | |
| TAX YEAR | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | Total |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | |
| Base Value | 4,026,526 | | | | | | | | | | | | | | | |
| Increment | 4,127,189 | 4,230,369 | 4,336,128 | 4,444,531 | 4,555,645 | 4,669,536 | 4,786,274 | 4,905,931 | 5,028,579 | 5,154,294 | 5,283,151 | 5,415,230 | 5,550,611 | 5,689,376 | 5,831,610 | |
| Total Value | 8,153,715 | 8,256,895 | 8,362,654 | 8,471,057 | 8,582,171 | 8,696,062 | 8,812,800 | 8,932,457 | 9,055,105 | 9,180,820 | 9,309,677 | 9,441,756 | 9,577,137 | 9,715,902 | 9,858,136 | |
| INCOME | | | | | | | | | | | | | | | | |
| TIF | 112,397 | 115,207 | 118,087 | 121,039 | 124,065 | 127,167 | 130,346 | 133,605 | 136,945 | 140,368 | 143,878 | 147,475 | 151,161 | 154,940 | 158,814 | 2,015,494 |
| Improvement Loans | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Fees (Farmers Market) | 5,800 | 5,916 | 6,034 | 6,155 | 6,278 | 6,404 | 6,532 | 6,662 | 6,796 | 6,932 | 7,070 | 7,212 | 7,356 | 7,503 | 7,653 | 100,302 |
| Donations | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL | 118,197 | 121,123 | 124,121 | 127,194 | 130,343 | 133,571 | 136,878 | 140,267 | 143,740 | 147,300 | 150,948 | 154,686 | 158,517 | 162,443 | 166,467 | 2,115,796 |
| EXPENSES | | | | | | | | | | | | | | | | |
| <i>Operating Expenses</i> | | | | | | | | | | | | | | | | |
| Board Member Expenses | 1,500 | 1,538 | 1,576 | 1,615 | 1,656 | 1,697 | 1,740 | 1,783 | 1,828 | 1,873 | 1,920 | 1,968 | 2,017 | 2,068 | 2,119 | 26,898 |
| Annual Audit | 2,500 | 2,563 | 2,627 | 2,692 | 2,760 | 2,829 | 2,899 | 2,972 | 3,046 | 3,122 | 3,200 | 3,280 | 3,362 | 3,446 | 3,532 | 44,830 |
| Cost Allocation to City | 2,500 | 2,563 | 2,627 | 2,692 | 2,760 | 2,829 | 2,899 | 2,972 | 3,046 | 3,122 | 3,200 | 3,280 | 3,362 | 3,446 | 3,532 | 44,830 |
| <i>Programs</i> | | | | | | | | | | | | | | | | |
| Downtown Marketing, Signage & Wayfinding (1) | 130,000 | 30,000 | 30,750 | 31,519 | 32,307 | 33,114 | 33,942 | 34,791 | 35,661 | 36,552 | 37,466 | 38,403 | 39,363 | 40,347 | 41,355 | 625,569 |
| Special Events | 30,000 | 30,750 | 31,519 | 32,307 | 33,114 | 33,942 | 34,791 | 35,661 | 36,552 | 37,466 | 38,403 | 39,363 | 40,347 | 41,355 | 42,389 | 537,958 |
| Tin Shop Theatre (2) | 13,250 | 13,581 | 13,921 | 14,269 | 14,626 | 14,991 | 15,366 | 15,750 | 16,144 | 16,547 | 16,961 | 17,385 | 17,820 | 18,265 | 18,722 | 237,598 |
| Pears Mill (2) | 11,900 | 12,198 | 12,502 | 12,815 | 13,135 | 13,464 | 13,800 | 14,145 | 14,499 | 14,861 | 15,233 | 15,614 | 16,004 | 16,404 | 16,814 | 213,390 |
| Farmers Market (2) | 10,850 | 11,121 | 11,399 | 11,684 | 11,976 | 12,276 | 12,583 | 12,897 | 13,220 | 13,550 | 13,889 | 14,236 | 14,592 | 14,957 | 15,331 | 194,561 |
| Building Façade Grants (3) | - | 50,000 | 51,250 | 52,531 | 53,845 | 55,191 | - | - | - | - | - | - | - | - | - | 262,816 |
| Downtown Public Spaces Ops & Maint. (2) | 25,000 | 25,625 | 26,266 | 26,922 | 27,595 | 28,285 | 28,992 | 29,717 | 30,460 | 31,222 | 32,002 | 32,802 | 33,622 | 34,463 | 35,324 | 448,298 |
| Improvement Loans | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Loan Loss Reserve | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL | 227,500 | 179,938 | 184,436 | 189,047 | 193,773 | 198,617 | 147,012 | 150,688 | 154,455 | 158,316 | 162,274 | 166,331 | 170,489 | 174,751 | 179,120 | 2,636,748 |
| REVENUE OVER/UNDER EXPENSES | (109,303) | (58,815) | (60,315) | (61,853) | (63,430) | (65,047) | (10,135) | (10,421) | (10,714) | (11,016) | (11,326) | (11,645) | (11,972) | (12,308) | (12,653) | (520,952) |
| CASH FLOW | | | | | | | | | | | | | | | | |
| Beginning Balance (4) | 505,140 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 505,140 |
| Additions to Cash Flow TIF | 118,197 | 121,123 | 124,121 | 127,194 | 130,343 | 133,571 | 136,878 | 140,267 | 143,740 | 147,300 | 150,948 | 154,686 | 158,517 | 162,443 | 166,467 | 2,115,796 |
| Additions to Cash Flow Interest | 3.50% 17,680 | 14,473 | 12,921 | 11,262 | 9,492 | 7,604 | 5,593 | 5,434 | 5,260 | 5,069 | 4,861 | 4,635 | 4,389 | 4,124 | 3,837 | 116,635 |
| Subtraction from Cash Flow | (227,500) | (179,938) | (184,436) | (189,047) | (193,773) | (198,617) | (147,012) | (150,688) | (154,455) | (158,316) | (162,274) | (166,331) | (170,489) | (174,751) | (179,120) | (2,636,748) |
| ANNUAL | 413,517 | (44,342) | (47,393) | (50,590) | (53,938) | (57,443) | (4,541) | (4,986) | (5,454) | (5,947) | (6,465) | (7,010) | (7,583) | (8,184) | (8,816) | |
| CUMULATIVE | | 369,175 | 321,782 | 271,192 | 217,254 | 159,811 | 155,270 | 150,284 | 144,829 | 138,882 | 132,416 | 125,406 | 117,823 | 109,639 | 100,823 | 100,823 |

(1) Estimated Based on City of St. Joe, St. Joe Today, Niles Mainstreet budgets
 (2) Annual Operating & Maintenance Costs per City Finance Dept 11-06-25 & 12-10-25
 (3) Provides for 20 Façade Grants at \$12,500 per Grant
 (4) Cash, Investments and Receivables per City Finance Dept 12-10-25

Attachment B



**CITY OF BUCHANAN
BERRIEN COUNTY, MICHIGAN
ORDINANCE NO. _____**

AN ORDINANCE APPROVING THE AMENDMENT TO THE DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF BUCHANAN AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

THE CITY OF BUCHANAN ORDAINS:

WHEREAS, pursuant to the provisions of Act 57, Michigan Public Acts of 2018 ("Act 57"), formerly Act 197 of 1975, and Ordinance No. XXXXXX, the City Commission of the City of Buchanan has established the Downtown Development Authority of the City of Buchanan (the "Authority"); and

WHEREAS, the Authority has submitted to the City Commission a Tax Increment Financing Plan and Development Plan for approval by the City commission(the "Plan") with respect to certain area within the Authority's jurisdiction described as the Development Area in the Plan; and

WHEREAS, on XXXXXX, 2026, the City Commission held a public hearing on the Plan following appropriate notice as required by Act 57; and

WHEREAS, The City Commission has given the taxing jurisdictions in which the Development Area is located an opportunity to meet with the City Commission and to express their views and recommendations regarding the Plan, as required by Act 57; and

WHEREAS, after consideration of the Plan and discussion with representatives of the various taxing jurisdictions, the City Commission has determined that it is necessary and in the best interests of the City to approve the Plan.

NOW THEREFORE, THE CITY OF BUCHANAN, BERRIEN COUNTY, MICHIGAN ORDAINS:

SECTION 1. Findings.

- A. The Plan Amendment meets the requirements set forth in the Act.
- B. The proposed method of financing the development is feasible and the Authority has the ability to arrange the financing.
- C. The development is reasonable and necessary to carry out the purposes of the Act.
- D. Any land included within the Development Area to be acquired is reasonably necessary to carry out the purposes of the Act.
- E. The Plan Amendment is in reasonable accord with the master plan of the City.

- F. Public services, such as fire and police protection and utilities, are or will be adequate to service the Development Area.
- G. Changes in zoning, streets, street levels, intersections, and utilities, to the extent required by the Plan Amendment, are reasonably necessary for the Plan and for the City.

SECTION 2. Public Purpose. The City Commission hereby determines that the Plan Amendment constitutes a public purpose.

SECTION 3. Best Interest of the Public. The City Commission hereby determines that it is in the best interests of the public to halt property value deterioration, increase property tax valuation, eliminate the causes of the deterioration in property values, and to promote growth in the Downtown District to proceed with the Plan Amendment.

SECTION 4. Approval and Adoption of Plan Amendment. The Plan Amendment is hereby approved and adopted. A copy of the Plan Amendment, and all later amendments thereto shall be maintained on file in the City Clerk's office.

SECTION 5. Preparation of Annual Tax Increment Assessment Roll. Each year within 15 days following the final equalization of property in the Development Area, the City Assessor shall prepare the tax increment assessment roll. The tax increment assessment roll shall show the initial taxable value of each parcel of property within the Development Area, the amount by which the current taxable value as finally equalized for all taxable property in the Development Area exceeds the initial taxable value of the property as shown on the base year assessment roll (the "captured taxable value"). Copies of the annual tax increment assessment roll shall be transmitted by the Assessor to the City Finance Director, the County Treasurer, the Authority and the treasurer of each taxing jurisdiction within the Development Area, together with a notice that it has been prepared in accordance with this Ordinance and the Amendments.

SECTION 6. Establishment of Project Fund; Approval of Depository. The Treasurer of the Authority shall establish a separate fund which shall be kept in a depository bank account or accounts in a bank or banks approved by the Finance Director of the City, to be designated Downtown Development Authority Project Fund. All moneys received by the Authority pursuant to the Plan shall be deposited in the Project Fund. All moneys in the Project Fund and earnings thereon shall be used only in accordance with the Plan.

SECTION 7. Payment of Tax Increments to Authority. The City Finance Director and the Berrien County Treasurer shall, as ad valorem and specific taxes are collected on the property in the Development Area, pay that proportion of the taxes, except for penalties and collection fees, that the captured taxable value bears to the initial taxable value to the treasurer of the Authority for deposit in the Project Fund. The payments shall be made on the

date or dates on which the City Finance Director and the Berrien County Treasurer are required to remit taxes to each of the taxing jurisdictions.

SECTION 8. Annual Report. Within 90 days after the end of each fiscal year, the Authority shall submit to the City Commission, with copies to each taxing jurisdiction, a report on the status of the Project Fund. The report shall include the amount and source of revenue in the account, the amount and purpose of expenditures from the account, the amount of principal and interest on any outstanding indebtedness, the amount in any bond reserve account, the initial taxable value of the Development Area, the captured taxable value of the Development Area and the amount of captured taxable value retained by the Authority, the tax increments received and the amount of any surplus from the prior year, and any additional information requested by the City Commission or deemed appropriate by the Authority. The secretary of the Authority shall cause a copy of the report to be published once in full in a newspaper of general circulation in the City.

SECTION 10. Conflict and Severability. All ordinances, resolutions and orders or parts thereof in conflict with the provisions of the Ordinance are to the extent of such conflict hereby repealed, and each section of the Ordinance and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void shall not be deemed or hold to affect the validity of any other section or subdivision of the Ordinance.

SECTION 11. Paragraph Headings. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be a part of the Ordinance.

SECTION 12. Publication and Recordation. The Ordinance shall be published in full promptly after its adoption in the XXXXXXXXXXXX, a newspaper of general circulation in the City, qualified under State law to publish legal notices, and shall be recorded in the Ordinance Book of the City, which recording shall be authenticated by the signature of the City Clerk.

SECTION 13. Effective Date. The Ordinance is hereby determined by the City Commission to be immediately necessary for the interests of the City and shall be in full force and effect from and after its passage and publication as required by law. The foregoing Ordinance was adopted by vote of the City Commission of the City of Buchanan, Berrien County, Michigan, at a meeting held on XXXXX, 2026 AND IT WAS PUBLISHED IN THE BERRIEN COUNTY RECORD NEWSPAPER ON THE ____ DAY OF _____, 2026.

MARK WEEDON, MAYOR _____

KALLA LANGSTON-WEISS, CITY CLERK _____

CERTIFICATION

I hereby certify that the above is a true and complete copy of an ordinance adopted by the City Commission of the City of Buchanan, County of Berrien, State of Michigan, at a regular meeting held on the ____ day of _____, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as required by said Act.

Memorandum



Date: June 18, 2026
To: Buchanan City Commission
From: Tony McGhee
Subject: Sale of City Owned Lots for Residential Development

Background

The purpose of this memorandum is to recommend that the City Commission approve the sale of four (4) City-owned residential lots to Astrong Construction. This proposed sale is part of the larger 12-lot package the City offered to developers for the purpose of encouraging new residential construction in Buchanan. The City received developer interest in the lots and has worked through the process of assigning the subject properties to developers capable of moving the lots into productive residential use.

Under the proposed agreement, Astrong Construction would purchase four of the twelve lots. The remaining eight lots are being sold to Allen Edwin. The goal with both transactions is to move these City-owned lots back into productive use and support the construction of new single-family housing in the community. The four lots and sales prices included in the proposed sale to Astrong Construction are as follows:

- 411 Elizabeth Street: \$7,100
- 416 Bluff Street \$6,300
- 418 Bluff Street \$6,300
- 1104 Victory Street \$7,500

The agreement also allows for the lots to be purchased in phases, with construction beginning on two homes in 2026 and the purchase and construction start on two additional lots by June 1, 2027.

The agreement was created by Butzel, the City's attorney. Astrong Construction will also have a right of first refusal on the remaining eight lots if the other developer selected for those lots does not fulfill its obligation to the City. Those eight lots are:

- 405 Elizabeth Street

Memorandum

- 420 Elizabeth Street
- 314 Arctic Street
- 503 Arctic Street
- 418 Fulton Street
- 724 W. Roe Street
- 907 Victory Street
- 1106 Victory Street

The development of infill housing is important to the future of Buchanan. Like many communities, Buchanan has existing lots within established neighborhoods that already have access to nearby streets, utilities, schools, parks, and other public services. When those lots remain vacant, they do not contribute to the community in the same way they could if they were developed with quality housing.

Infill housing allows the City to grow in a more efficient and responsible way. Rather than relying only on outward expansion or new subdivisions at the edge of the community, infill development makes better use of land already located within the City. It helps strengthen existing neighborhoods, adds new housing options, supports the local tax base, and places new residents closer to downtown, parks, schools, and other community assets.

Adding new homes on these lots will also help address the need for additional housing in Buchanan. New residential construction supports population stability and growth, creates opportunities for new families and residents to move into the community, and helps maintain the long-term strength of neighborhoods. It also has the potential to support local businesses as new residents shop, dine, and participate in community life.

From a financial standpoint, selling these lots moves currently underutilized City-owned property back onto the tax roll. Once developed, the lots will generate additional taxable value and long-term property tax revenue for the City and other taxing jurisdictions. While the immediate sale price is important, the larger benefit is the long-term value created by placing new homes on vacant lots and returning those properties to productive use. The sale also supports the City Commission's broader goals related to neighborhood reinvestment, housing development, and responsible use of City-owned property. Staff believes this agreement provides a practical path forward to get these lots developed by an experienced builder and to continue moving Buchanan toward additional housing investment.

Memorandum**Recommendation**

Administration recommends that the City Commission approve the purchase agreement for the sale of the eight subject lots to Astrong Construction and authorize the City Manager and City Attorney to complete any necessary documents to finalize the transaction.

Attachment A: Sales Agreement

Attachment A



DRAFT 06/16/26

PURCHASE AND SALE AGREEMENT
(Residential Real Estate-Vacant Land)

This Purchase and Sale Agreement (“*Agreement*”) is entered into and effective this ____ day of _____, 2026 (“*Effective Date*”) by and between the City of Buchanan, a Michigan municipality (“*Seller*” or “*City*”) and Astrong Construction, LLC, a Michigan limited liability company (“*Purchaser*”). Seller and Purchaser are collectively referred to as the “*Parties*” or individually as a “*Party*.”

WITNESSETH, in consideration of an earnest money deposit in the amount of _____ (\$ _____.00) Dollars (the “*Earnest Money Deposit*”) paid by Purchaser to Seller simultaneously with Purchaser’s execution of this Agreement, receipt of which is hereby acknowledged, Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, in accordance with the terms and conditions contained in this Agreement, those certain parcels of vacant real property located in the City of Buchanan, County of Berrien, and State of Michigan more particularly described in Exhibit A attached hereto and made a part of this Agreement (individually a “*Lot*” and collectively, the “*Lots*”), together with any easements, rights of way, hereditaments, privileges and appurtenances appertaining to a Lot as well as any land lying in the bed of any street, road or avenue, open or proposed, at the foot of or adjoining a Lot to the centerline thereof, which is owned by Seller.

1.0. SELLER AGREES:

1.1. To allow Purchaser an Investigation Period that shall expire ninety (90) days immediately following the Effective Date and upon Purchaser’s written request submitted to the City before expiration of the forgoing ninety (90) days Investigation period, Purchase will be granted an additional ninety (90) days (the “*Investigation Period*”). Purchaser shall use the Investigation Period to conduct its due diligence to satisfy itself concerning the condition of the Lots and otherwise determine the suitability of the Lots for Purchaser’s proposed use. Purchaser intends to seek approval of a PILOT and/or TIF/Brownfield Plan which is intended to be obtained within this time period. During the Investigation Period, Purchaser shall have the right to have the Lots inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller hereby grants Purchaser and Purchaser’s agents, employees, representatives, consultants, and contractors a nonexclusive, limited license during the Investigation Period, subject to the rights of any tenant, licensee, utility or other third party occupying any portion of the Lots, to enter and have access to the Lots for purposes of having such investigations performed and the right to discuss the Lots and the conditions related thereto with governmental authorities. Purchaser may choose to have Contractors perform site investigation work on site. Upon any termination of this Agreement by Purchaser, Purchaser shall immediately, at its sole cost, fully restore each of the Lots to the exact condition as existed before the Investigation Period. Purchaser’s duty to restore the condition of the Lots survives termination of this Agreement.

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1.1.1 If Purchaser first provides a copy of a Phase I environmental assessment prepared by a licensed environmental consultant identifying any recognized environmental conditions that would necessitate a Phase II environmental assessment (“*Phase II*”) and Purchaser determines that it is necessary or desirable to obtain a Phase II, and if the Phase II report cannot reasonably be completed prior to expiration of the Investigation Period, the Investigation Period shall be extended until fourteen (14) days after Purchaser’s receipt of the Phase II, as applicable, but in no event shall such extension be any longer than ninety (90) days.

1.1.2 If Purchaser is dissatisfied with the results of its inspections, for any reason or no reason, in its sole and absolute discretion, Purchaser may terminate this Agreement by delivering written notice of termination (the “*Due Diligence Termination Notice*”) to Seller at any time on or before the expiration of the Investigation Period set forth above, as the same may be extended. Upon receipt of the Due Diligence Termination Notice Seller shall immediately refund the Earnest Money Deposit to Purchaser. Upon such termination and refund of the Earnest Money Deposit, neither Party shall have any further obligations or liability in this Agreement, except and only for those obligations that by the express terms of this Agreement survive termination. If Purchaser has not terminated this Agreement by the expiration of the Investigation Period, Purchaser’s right to terminate this Agreement pursuant to this Section 1.1.2 shall expire but Purchaser’s right to terminate pursuant to any other Section of this Agreement shall continue as provided in such Section.

1.2. To allow Purchaser to review the title commitment and raise any objections Purchaser may have regarding the state of Seller’s title to the Lots pursuant to Section 3.2.

1.3. At Closing, Seller shall duly execute and deliver to Purchaser and shall be otherwise responsible for the following:

1.3.1 Furnishing Covenant Deeds in Michigan statutory form (“*Deeds*”) duly executed, witnessed and acknowledged, conveying the Lots to Purchaser subject only to Permitted Exceptions (as hereinafter defined).

1.3.2 Paying all Monetary Encumbrances (as hereinafter defined) in accordance with Section 3.2 of this Agreement.

1.3.3 If required by the Title Company, providing an affidavit or affidavits that Seller is not a foreign person or other foreign entity pursuant to Section 1445 of the Internal Revenue Code, and setting forth Seller’s tax identification number, in form satisfactory to Purchaser;

1.3.4 Payment of any required state, county and other transfer taxes payable with respect to the Covenant Deed to be delivered pursuant to this Agreement;

1.3.5 Payment of one-half of any required escrow fees and Closing fees charged by the Title Company; and

1.3.6 The closing statement and such other documents or activities as shall be reasonably requested by the Title Company or required by law in order to consummate the Closing and permit the issuance of a Title Policy insuring Purchaser’s interest in the Lots as provided above.

2.0. SELLER’S REPRESENTATIONS AND WARRANTIES.

Seller hereby makes the following representations and warranties to Purchaser with respect to the subject matter of this Agreement, as of the Effective Date, and Seller shall reaffirm the following representations and warranties as of the date of Closing:

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- 2.1. There are no service contracts (such as garbage disposal, etc.) affecting the Lots.
- 2.2. The Lots are located on a public street or road which is maintained by public authorities.
- 2.3. The transaction contemplated by this Agreement will not violate any laws, ordinances, rules, regulations or orders concerning parcel splits or land divisions.
- 2.4. The Lots are zoned: ____.
- 2.5. Closing on this Agreement is conditioned on Purchaser receiving from the City any needed variances required for construction of duplex residential dwellings on the Lots and Seller furnishing a Deed for each Lot.

3.0. PURCHASER AGREES:

3.1. To obtain at the Purchaser's sole expense, if desired, a commitment ("**Title Commitment**") for an Owner's Policy of Title Insurance to be issued by a title insurance company acceptable to Purchaser ("**Title Company**") in usual form and with standard exceptions and also subject to the Permitted Exceptions (as hereinafter defined), insuring Purchaser's title in the amount of the Purchase Price ("**Title Policy**").

3.2. In the event that the Title Commitment discloses any liens, encumbrances, easements or other matters that Purchaser determines, in its sole and absolute discretion, are not acceptable, Purchaser shall so notify Seller within ten (10) days after receipt of the Title Commitment with copies of all title exceptions ("**Title Review Period**"); provided, however, in no event shall the Title Review Period extend more than seven (7) days after the expiration of the Investigation Period. If the objections are such that the matters objected to cannot be cured or insured over (for example, the location of a drain or water course), Purchaser may terminate this Agreement as provided below. If the objections are such that the matters objected to can be cured or insured over, Seller shall have five (5) business days from the date Seller is notified in writing of the particular defects ("**Seller Response Period**") claimed either to remedy the same or to obtain the affirmative commitment of the Title Company to insure over the defect to which objection is made; provided, however, in no event shall Seller have any obligation to remedy any Title Defect except as it pertains to Monetary Encumbrances (as hereinafter defined), and if Seller does not provide any response to Purchaser's notice of any such defects within the Seller Response Period, Seller shall be deemed to have elected not to remedy any of the title defects. Notwithstanding the foregoing, any lien, encumbrance or defect that may be remedied by the payment of an ascertainable amount of money (and that was not caused by Purchaser) ("**Monetary Encumbrances**"), if not sooner eliminated by Seller, shall be paid from the Closing proceeds and any lien or encumbrance securing indebtedness of Seller need not be objected to by Purchaser, but shall be paid from the Closing proceeds. In the event Seller elects not to remedy any such objection or is unable to remedy the title or obtain title insurance within the time specified, Purchaser may as its sole remedy, such election to be made in writing within five (5) days after the expiration of the Seller Response Period, either (i) waive such defects and take title subject to such defects, or (ii) terminate this Agreement without any further liability to Seller, and if no such election is made in writing, Purchaser shall be deemed to have elected clause (i) of this sentence. Upon termination of this Agreement pursuant to this Section 3.2, Purchaser shall receive a full refund of the Earnest Money Deposit, notwithstanding any other provisions of this Agreement. Any matter disclosed by the Title Commitment to which Purchaser fails to timely object, if required by this Section to do so, or to which Purchaser objects but subsequently waives its objection in writing, shall be a "**Permitted Exception**" and collectively, the "**Permitted Exceptions**".

3.3. At Closing, Purchaser shall duly execute and/or deliver to Seller and shall be otherwise responsible for the following:

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3.3.1 The Purchase Price (as set forth in Exhibit B to this Agreement), which shall be paid in full by wire transfer or cashier's check, with appropriate credits and adjustments for the Earnest Money Deposit and any other prorations or adjustments required in this Agreement;

3.3.2 Payment of all premiums for the endorsements to the Title Policy requested by Purchaser, if any, and one-half of the customary escrow fees and Closing fees charged by the Title Company;

3.3.3 Payment of recording fees for the Deed and any other documents recorded by or for Purchaser; and

3.3.4 The Closing statement and such other documents or activities as shall be reasonably requested by the Title Company or required by law in order to consummate the Closing.

3.4. The Deed shall be subject to the condition that Purchaser shall only erect on each of the Lots duplex residential dwelling units and that said dwelling units shall have a similar design aesthetic and appearance to that depicted in Purchaser's ____, 202_ bid documents.

3.5. That Purchaser shall close on the sale of at least two of the four the Lots by September 1, 2026 and the Deed shall be subject to the condition that Purchaser shall commence construction of the duplex dwelling units on the two Lots prior to December 31, 2026. Purchaser shall close on the sale of the other two of the four Lots and the Deed shall be subject to the condition that Purchaser shall commence construction of the duplex dwelling units on the two Lots prior to December 31, 2026, and that Purchaser shall close on the sale of the other two of the four Lots and commence construction of the duplex dwelling units on the two Lots no later than June 1, 2027. For all four Lots, Purchaser shall complete construction and obtain a certificate of occupancy no later than 9 calendar months following the date of commencement of dwelling unit construction on each of the Lots. If Purchaser fails or refuses to meet the time deadlines of this subsection 3.5, any one of the Lots for which a deadline is not met shall revert back to the City and Purchaser shall, promptly reconvey the Lot, together with the building and all other improvements located thereon (if any) to the City for the purchase price of the affected Lot listed in Exhibits A and B to this Agreement, via a covenant deed subject to no liens, encumbrances, or exceptions to title beyond those set forth in the Deed. Purchaser will retain liability for adverse matters affecting the Lots created by Purchaser and accruing during its period of ownership. Purchaser shall defend, indemnify and hold Seller harmless from and against any claim, cost or expense arising out of Purchaser's construction activities on the Lots, including without limitation, the cost of construction, labor and materials. Purchaser shall, within thirty (30) days after receiving notice of the recording of any lien on a Lot to be reconveyed to the City, discharge by payment or bonding, as permitted by applicable law, any construction liens or other liens recorded against the Lots that arise out of the activities conducted at the Lots by or on behalf of Purchaser. The indemnification obligation set forth in this Section 3.5 shall survive Closing or any earlier termination of this Agreement.

3.6 Purchaser shall pay for all work, labor and services as shall be performed in connection with its due diligence investigations of the Lots. Purchaser shall not permit any liens to attach to the Lots by reason of its due diligence activities. Purchaser shall, within thirty (30) days after receiving notice of the recording of any such lien, discharge by payment or bonding, as permitted by applicable law, any construction liens or other liens recorded against the Lots that arise out of the activities conducted at the Lots by or on behalf of Purchaser.

3.7 Purchaser hereby assumes all risks of such entry and agrees to defend, indemnify and hold Seller harmless from and against any claim, cost or expense resulting from any damage to or destruction of any property (including the Lots or any improvements thereon) and any injury to or death of any person(s), arising from the acts or omissions of Purchaser or its agents in the exercise of the right-of-entry granted under Section 1.1. This indemnification obligation shall survive Closing or any earlier termination of this Agreement.

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3.8 If a Lot is disturbed or altered in any way as a result of Purchaser's due diligence activities, Purchaser shall promptly restore the Lot to substantially the same condition it was in immediately prior to such activities at its own expense. Any drilling and coring holes shall be filled upon completion of testing.

4.0 ENVIRONMENTAL AND OTHER INSPECTIONS

4.1. Seller reserves the right to monitor and approve all procedures in the conduct of any environmental assessments, tests, studies, measurements or analyses performed by or for Purchaser in, on, to or with respect to the Lots. Purchaser shall provide in any contract or bids for site assessment or environmental inspections of the Lots a "confidentiality clause", limiting disclosure of the results and any report only to Purchaser (or to Seller upon request). Purchaser shall also notify Seller in writing no less than five (5) days prior to initiating any such environmental work; keep Seller fully apprised of the progress of, and procedures followed with respect to, all such environmental work; and fully cooperate with all reasonable requests of Seller in undertaking and carrying out such work. Purchaser shall deliver to Seller, at no cost to Seller, within five (5) days after receipt, copies of all results, assessments, reports and studies, whether of an environmental nature or otherwise, resulting from any tests or inspections conducted by Purchaser otherwise in accordance with this Agreement.

4.2. If environmental contamination of the Lots is revealed by the studies and tests conducted by Purchaser in an amount and/or concentration beyond the minimum acceptable levels established by current applicable governmental authorities, or, if Purchaser is unwilling to accept the environmental condition of the Lots as a result of such tests or assessments, Purchaser's sole and exclusive remedy shall be to terminate this Agreement and receive refund of the Earnest Money Deposit to the Purchaser. Under no circumstances shall Seller be required to correct, remedy or cure any condition or environmental contamination of the Lots or violation of Environmental Laws that Purchaser's tests and studies may reveal, as a condition to Closing or any other performance under this Agreement.

4.3. If Purchaser elects not to secure environmental tests or inspections, or if Purchaser does not elect to terminate this Agreement after receipt of test results, Purchaser shall take the Lots "as is" at closing, and hereby assumes all risks associated with the environmental condition of the Lots, regardless of the cause or date of origin of such condition, and also hereby releases all rights or claims against Seller relating to such condition or for any costs of remediation or cure of any environmental condition.

5.0. ENVIRONMENTAL MATTERS.

5.1. Definitions.

5.1.1. "**Hazardous Substances**" includes any compounds, materials or substances which are regulated or become regulated under any of the Environmental Laws (defined below), including, without limitation, those compounds, materials, or substances (i) defined as a hazardous substance pursuant either to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601 et seq., and amendments thereto and rules and regulations promulgated pursuant thereto, or Part 201 of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.20101 et seq., and amendments thereto and rules and regulations promulgated pursuant thereto; (ii) containing gasoline, oil, diesel fuel or other petroleum product; (iii) defined as "hazardous waste" pursuant to either the federal Resource Conservation and Recovery Act, 42 USC § 6901 et seq., and amendments thereto and rules and regulations promulgated pursuant thereto, or Part 111 of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.11101 et seq., and amendments thereto and rules and regulations promulgated pursuant thereto; (iv) containing polychlorinated biphenyls (PCBs); (v) containing asbestos; and/or (vi) containing radioactive material, flammable explosives or biological material.

5.1.2. "**Environmental Laws**" means any applicable federal, state and local environmental, health, safety and/or sanitation statutes, laws, rules, regulations, ordinances, orders, rulings, and interpretations,

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including rulings and orders of regulatory and administrative authorities with respect thereto, including, but without limiting the generality of the foregoing, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC § 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 USC § 6901 et seq., and all parts contained within the Michigan Natural Resources and Environmental Protection Act, as amended, MCL § 324.101 et seq.

5.2. Seller makes no warranties or representations whatsoever express or implied regarding the presence or absence of Hazardous Substances on or under the surface of or in any affecting the Lots or the use or condition of the Lots now or ever being in compliance with any Environmental Laws.

5.3. During the Investigation Period, Purchaser may at its sole expense order an ASTM Phase I environmental site assessment of any Lot, conducted by a licensed environmental engineer or consultant of the Purchaser's choice. Subject to the provisions of Section 1.1.1, Purchaser may at its sole expense also order any ASTM Phase II environmental testing it desires based on the Phase I assessment results.

5.4. The provisions of this Section 5.0 shall survive Closing.

6.0. IT IS FURTHER AGREED:

6.1. Closing on this Agreement is conditioned on Purchaser receiving from the City any needed variances required for construction of duplex residential dwellings on the Lots and Seller furnishing a Deed for each Lot. Purchaser acknowledges and agrees that nothing in this Agreement shall compel the City to grant a variance required for construction of duplex residential dwellings on the Lots.

6.2. Provided that this Agreement remains in full force and effect, the Parties agree to complete the sale and purchase of the Lots (the "**Closing**") as herein provided on or before the date that is seven (7) days after the expiration of the Investigation Period, as the same may be extended (the "**Closing Date**"). The Closing of this transaction shall take place at the offices of the Title Company or such other place as shall be agreed upon by the Parties. At the election of either Party, Closing may be an escrow style Closing.

6.3. There are no real estate taxes or special assessments currently levied against the Lots, because the Lots are tax exempt due to the fact that they are municipally owned. However, the Parties anticipate that the tax exemption currently applicable to the Lots will be removed after the Closing. Purchaser acknowledges and agrees that all real and personal property taxes and assessments pertaining to the Lots which become due and payable after Closing shall be paid by Purchaser.

6.4. Any damages to any Party arising from any breach of this Agreement be difficult to ascertain and that the sum deposited as Earnest Money expressed above, the Parties hereby fix and settle as liquidated damages, and not as penalty therefore and without any further liability or remedy on the part of either Party.

6.5. Upon Closing the Earnest Money Deposit shall be applied to the Purchase Price. In the event that this Agreement is contingent upon Seller meeting certain conditions and such conditions are not satisfied, resulting in this Agreement being rescinded or voided, then Seller will return the Earnest Money Deposit to Purchaser.

6.6. If the Closing of the sale is delayed by reason of delays in issuance of the Title Commitment or by title defects, which can be readily corrected, or if the terms of purchase are a cash sale with new Mortgage, and the lender issues a commitment prior to the date of Closing, but is delayed in consummating the security transaction, then a reasonable extension of time, but not to exceed thirty (30) days, shall be allowed for closing, unless otherwise agreed to in writing between the Purchaser and Seller; and time is of the essence of this Agreement.

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6.7. The risk of loss or damage to the Lots by condemnation, eminent domain or similar proceedings (or deed in lieu thereof), or by fire or any other casualty, from the Effective Date through the Closing Date will be on Seller and thereafter will be on Purchaser. In the event loss or damage to the Lots prior to Closing, Purchaser shall have the option to terminate this Agreement and receive a full refund of the Earnest Money Deposit.

6.8. This is the entire agreement between the Parties regarding its subject matter of the Agreement. This Agreement shall not be modified or amended except in writing executed by both Parties. The captions are for reference only and shall not affect the interpretation of this Agreement. However, the recitals are deemed an integral part of this Agreement. Each of the parties had the advice of legal counsel (or an opportunity to obtain the same) before entering into this Agreement and it is to be interpreted as if it were mutually drafted.

6.9. More than one copy of this Agreement may be signed, but all constitute but one agreement.

6.10. No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor will any single or partial exercise, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provide by law.

6.11. This Agreement shall be binding upon the Parties and their subrogees, successors, and permitted assigns.

6.12. After Closing, the Parties agree to execute such other and further documents as may be necessary to carry out the intents and purposes of the Parties set out in this Agreement.

6.13. This Agreement or a memorandum of this Agreement may, in the sole discretion of Seller, be recorded in the records of the Berrien County Register of Deeds.

6.14. The Parties acknowledge that if this Agreement is executed in advance of formal approval of this Agreement by the City Commission of the City of Buchanan ("**Commission**"), then the obligations of the Seller under this Agreement are contingent upon formal ratification and approval of this Agreement by the Commission.

6.15. Any Title Policy insuring Purchaser's title to the Lots, whether an owner's or mortgage policy, with or without standard exceptions, will be at Purchaser's expense. Seller will provide a title company estoppel or seller's certificate to the Title Company, provided that it is accurate in all respects and is reasonably acceptable to Seller.

7.0 BROKERS. Each Party represents and warrants to the other that it has not dealt with any real estate broker or salesperson in connection with the purchase and sale contemplated hereby. Each Party agrees to hold the other harmless from all loss, damage, costs and expenses (including attorneys' fees) that the other Party may suffer as a result of any claim brought by any broker, salesperson or finder with whom such Party may have dealt in connection with this transaction.

8.0. NO ASSUMPTION OF LIABILITIES; "AS-IS" CONDITION.

8.1. Purchaser acknowledges that Seller is selling each of the Lots in "As Is" condition and agrees that it accepts each of the Lots "As Is" without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller, except as expressly stated in Section 2 of this Agreement. Purchaser further acknowledges that Purchaser has inspected or caused the Lots to be inspected and has satisfied itself concerning the condition of the Lots and any improvements thereon and the extent and boundaries of each of the Lots.

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8.2. From and after the date of Closing, the Seller shall not be responsible or liable to Purchaser, and Purchaser hereby releases the Seller from liability, subject to its representations and warranties set forth in this Agreement, if any, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying any part of the Lots except as to the Seller or any of its affiliates which continue to occupy or operate on any portion of the Lots. From or after the date of Closing or the date Purchaser takes possession of the Lots, whichever is earlier, Purchaser shall be solely responsible for all injuries to persons and property resulting from any accident, explosion, leak or other cause arising in or about the use of the Lots and respective appurtenances after the date of Closing except as to the Seller or any of its affiliates which continue to occupy or operate on any portion of the Lots. The Seller shall not be responsible for any loss or damage resulting to Purchaser or its property or to any other person or persons on their property which may be caused by the bursting, stopping, or leaking of water, gas, sewer or steam pipes or from overflow or backing up of any sewer or water main, except as provided under Michigan statute.

8.3. Except as to any representations specifically set forth in this Agreement, the Seller affirmatively disclaims any implied or express representations or warranties of any kind as to any condition of the Lots that may adversely affect the development, or its fitness for absolutely any purpose whatsoever. Upon Closing for each of the Lots, Purchaser will be deemed to have acknowledged that it is satisfied with the condition of the Lots conveyed and shall be deemed to have waived any right to object to the condition of the Lots. The disclaimers contained in this Section 8.3 shall survive Closing or the early termination of this Agreement.

8.4. PURCHASER ACKNOWLEDGES THAT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER THE SELLER NOR ANY AGENT OR EMPLOYEE OF THE SELLER HAS MADE ANY REPRESENTATION, WARRANTY OR AGREEMENT, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OF THE LOTS, AND PURCHASER HAS NOT RELIED ON ANY REPRESENTATION, WARRANTY OR AGREEMENT OF ANY KIND MADE BY THE SELLER OR ANY AGENT OR EMPLOYEE OF THE SELLER AS TO THE CONDITION OF THE LOTS. PURCHASER FURTHER EXPRESSLY ACKNOWLEDGES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER THE SELLER NOR ANY AGENT OR EMPLOYEE OF THE SELLER HAS MADE ANY REPRESENTATION, WARRANTY OR AGREEMENT, EITHER EXPRESS OR IMPLIED, CONCERNING (A) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE LOTS, ZONING, USE, VALUATION, INTENDED USE, OR OTHER CONDITION OF THE LOTS; (B) ITS MERCHANTABILITY; (C) ITS FITNESS FOR A PARTICULAR PURPOSE; (D) THE LOTS' COMPLIANCE WITH ANY ENVIRONMENTAL LAW; OR (E) THE PRESENCE OR ABSENCE OF ANY CONDITION, SUBSTANCE OR MATERIAL, INCLUDING BUT NOT LIMITED TO ANY WASTE MATERIAL, EQUIPMENT OR DEVICE AT, ON, IN, UNDER, ABOUT, OR FROM THE LOTS. PURCHASER AGREES THAT THE DISCLOSURES OF THE SELLER CONCERNING THE LOTS AND THEIR CONDITION ARE INTENDED TO SATISFY ANY DUTIES THE SELLER MAY HAVE UNDER THE LAW, INCLUDING BUT NOT LIMITED TO THE STATUTES, ENVIRONMENTAL LAWS, AND COMMON LAW. BY EXECUTING THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT IT IS ENTITLED TO CONDUCT ITS DUE DILIGENCE, INCLUDING BUT NOT LIMITED TO INSPECTION OF THE LOTS, AND OBTAINING THE RESULTS OF THE TESTS, INVESTIGATIONS AND SURVEYS PERMITTED UNDER THIS AGREEMENT. IF, PRIOR TO CLOSING, PURCHASER FAILS TO UNDERTAKE SUCH INVESTIGATIONS AND/OR OBTAIN SUCH TEST RESULTS AND SURVEYS, AND PURCHASER THEREAFTER ELECTS TO PROCEED TO CLOSING, PURCHASER SHALL THEREUPON BE DEEMED TO HAVE WAIVED ANY RIGHT TO OBJECT TO THE CONDITION OF EACH OF THE LOTS AND SHALL BE DEEMED TO HAVE DECLARED ITS FULL SATISFACTION THEREWITH. PURCHASER WAIVES, AND RELEASES THE SELLER AND ITS DULY ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS ("**SELLER RELEASEES**") FROM, ALL PRIVATE RIGHTS OF ACTION UNDER FEDERAL, STATE, LOCAL, AND COMMON LAW, INCLUDING THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, THAT PURCHASER MAY HAVE AGAINST THE SELLER ARISING OUT OF THE PAST, PRESENT, OR FUTURE PRESENCE OF HAZARDOUS SUBSTANCES ON THE LOTS.

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9.0. DEFAULT, TERMINATION OF AGREEMENT, ATTORNEY'S FEES.

9.1 In the event of a default or failure to proceed on the part of Purchaser in this Agreement, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Earnest Money Deposit as liquidated damages. Purchaser shall have no further liability for any other sums payable or obligation pursuant to this Agreement whether then due or which would otherwise thereafter become due, or any further obligation of any kind under this Agreement, and all of Purchaser's rights in this Agreement with respect to the Lots shall terminate.

9.2 In the event of default by Seller in this Agreement, Purchaser shall be entitled, at its sole and absolute option, to elect as its sole and exclusive remedy to either: (i) proceed under this Agreement and waive such default, (ii) enforce the terms this Agreement, including specific performance, or (iii) terminate this Agreement and receive a full refund of the Earnest Money Deposit notwithstanding any other provision of this Agreement, in which event neither Party shall have any further liability to the other; provided, however, any action for specific performance must be filed within sixty (60) days following the date the Closing Date would have been in the absence of such default and in the event that such action is not filed, Purchaser shall be deemed to have elected clause (iii) of this sentence to terminate. In the event of any termination of this Agreement by Purchaser under this Section 9.2, and in addition to the return of all of the Earnest Money Deposit and any and all interest thereon, Seller shall reimburse Purchaser for all of its actual third-party out-of-pocket costs and expenses (substantiated with invoices or other evidence of payment of such costs and expenses by purchaser) up to a maximum of \$_____.00; provided, however, that such limitation on the amount of the reimbursement will not be applicable if Seller's breach or default or the act or omission causing a representation or warranty to become untrue is willful or intentional (including, without limitation, a conveyance of the property or any portion thereof to a third party).

9.3 Provided, neither Party shall be deemed to be in default under this Agreement for any failure to comply with its obligations in this Agreement, and the other Party shall not terminate nor take any action to terminate this Agreement, until the defaulting Party has first been given written notice of any default in this Agreement and has failed to cure such default within thirty (30) days after receipt of such notice. In the event of any judicial proceedings arising from any alleged breach or default by either Party under this Agreement, the prevailing Party shall be entitled to recover, and the non-prevailing Party shall pay, all of the prevailing Party's costs, expenses and reasonable attorneys' fees incurred in connection with such proceeding.

9.4 Notwithstanding the foregoing, neither Party will have any right to seek or collect any consequential, special or punitive damages for a breach of or default under this Agreement and the remedy limitations provided for in this Section 9 shall not be deemed to limit any rights or remedies either Party may have after Closing with respect to those representations, warranties, indemnities, or other provisions of this Agreement that expressly survive Closing as provided herein, or under any other documents entered into at Closing pursuant to this Agreement.

10. MISCELLANEOUS.

10.1 Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by such party of any of its or its rights hereunder. No waiver by any party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by any Party shall require the consent or approval of another Party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.

10.2 The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections of this Agreement or in any way affect this Agreement.

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10.3. No Party other than Seller and Purchaser, and their respective heirs, personal representatives, successors and assigns, shall have any rights to enforce or rely upon this Agreement, which is binding upon and made solely for the benefit of Seller and Purchaser, and their respective heirs, personal representatives, successors and assigns, and not for the benefit of any other party.

10.4. Notice shall be deemed as given hereunder upon personal delivery to the individuals at the addresses set forth below, or, if properly addressed, two (2) business days following depositing such notice, certified mail, return receipt requested, with postage prepaid, in a United States mailbox, one (1) business day following depositing such notice in the custody of a nationally recognized overnight delivery service for next business day delivery or, one (1) business day following the emailing of such notice. Notice shall be deemed properly addressed if sent to the following addresses:

If to Seller:

With a copy to:

If to Purchaser:

With a copy to:

10.5. This Agreement shall be governed by the laws of the State of Michigan.

10.6. The execution and delivery of this Agreement by Purchaser shall constitute Purchaser's offer to Seller to acquire the Lots upon the terms and conditions herein set forth, and execution hereof by Seller shall be deemed its acceptance of such offer and agreement to sell the Lots upon such terms and conditions. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original document but together shall constitute one instrument. This Agreement shall not be effective unless Purchaser and Seller have executed this Agreement.

10.7. Notwithstanding anything in this Agreement, in law or in equity, or otherwise, to the contrary, the Seller shall not be authorized or obligated to sell the Lots to Purchaser, and this Agreement shall be of no force or effect and may not in any way be enforced against the Seller, unless and until the date that this Agreement has been fully executed by the duly authorized representative of the Seller pursuant to the resolution of the Buchanan City Commission. Any amendments, alterations or modifications of this Agreement must likewise be duly authorized by resolution of the City Commission.

10.8. Seller shall waive any water and sewer tap fees for each of the Lots on which Purchaser builds a duplex residential dwelling.

10.9. Purchaser may apply for Brownfield Tax Increment Financing.

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10.10. Seller’s plan review fee for each of the Lots will not exceed One Hundred Dollars (\$100.00) for each dwelling unit.

11.0 FORCE MAJEURE.

If due to an act of God; inevitable accident; fire or other casualty; lockout, strike or other labor dispute; riot or civil commotion; act of public enemy; war (or threat thereof); acts of terrorism (or threat thereof); enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign); natural disasters; flood; earthquake; tornado; blizzard; snow storm; severe weather (wind or rain); epidemics; pandemics; quarantine restrictions; power or utility outage or failure; other cause of a similar or different nature not reasonably within either party’s control; or either Party is materially hampered in the performance of its obligations under this Agreement, except for the inability to make payment of money, or its normal business operations are delayed or become impossible or commercially impracticable (collectively, a “*Force Majeure Occurrence*”), then, without limiting either Party’s rights or obligations, the party affected by the Force Majeure Occurrence may, upon notice to the other Party, suspend its obligations hereunder for the duration (or any portion thereof) of the Force Majeure Occurrence, and this Agreement shall be suspended during the period of the Force Majeure Occurrence (or portion thereof if applicable), and such suspension shall not be deemed a breach of this Agreement. In the interest of clarity and for the avoidance of doubt in the event a Party’s performance is suspended pursuant to a Force Majeure Occurrence and such suspension delays, makes impossible or commercially impracticable, or materially hampers the other Party in the performance of its obligations, including, without limitation, meeting time sensitive achievements, then such other Party’s performance shall also be suspended or tolled hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale as of the day and year first above written.

City of Buchanan, Seller

By: _____

Its: _____

Astrong Construction, LLC
Purchaser

By: _____

Its: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE LOTS

[To be provided]

EXHIBIT B
PURCHASE PRICE

Parcel Number: 11-58-2000-0044-00-9
Property Address: 416 BLUFF ST BUCHANAN MI 49107
Purchase Price: \$6300.00

Parcel Number: 11-58-2000-0043-00-2
Property Address: 418 BLUFF ST BUCHANAN MI 49107
Purchase Price: \$6300.00

Parcel Number: 11-58-2000-0364-00-3
Property Address: 1104 VICTORY ST BUCHANAN MI 49107
Purchase Price: \$7500.00

Parcel Number: 11-58-2000-0057-00-3
Property Address: 411 ELIZABETH ST BUCHANAN MI 49107
Purchase Price: \$7100.00



Date: June 17, 2026

To: Buchanan City Commission

From: Kristen Gundersen, Planning and Community Development Director

Subject: **Consideration of an Amendment - Unified Development Code – Table 71- J Use Matrix - Residential**

Background

In 2025, the Code of Ordinances was amended to add short-term rental regulations. While reviewing the Unified Development Code (UDC), staff had concern regarding Table 71-J Use Matrix as it relates to different types of residential uses allowed and drafted language for the Planning Commission to review. During the May 12th Planning Commission meeting, the draft language was discussed, and support was given to move forward with a public hearing at the July 14th Planning Commission meeting.

Attached is the Text Amendment application with draft red-line changes to Table 71-J Use Matrix – Residential and Article V Definitions. Below is a summary of the draft changes:

- Includes reference to Accessory Dwelling Units as established.
- Would allow a single dwelling above the ground floor in the Downtown District.
- Expands the number of attached dwelling units allowed in the NE Neighborhood District by right or a special use and aligns the language with the GN General Neighborhood and Neighborhood Center Districts.
- Consolidated the number of attached dwelling units allowed as 1-4, 5-7 and more than 8. Existing language found in Tables 71-C through H provides development regulations including location of required on-site parking for the different zoning districts and Table 71 I Façade Types provide additional language regarding the façade design.
- Allows dwellings in the SC Suburban Commercial District where building can be 3-stories tall.
- Requires any building with 8 more dwelling units to obtain a Special Use permit from the Planning Commission.
- Prohibits residential uses on the ground floor in the Downtown or Suburban Commercial districts and allows an accessory dwelling unit on the ground floor in the D Downtown District at the rear of a building when the front is occupied with an allowed use.

Article V Definitions added the following definitions: 1) dwelling unit; single-detached dwelling unit; single-attached dwelling unit; modular dwelling unit and modified accessory dwelling unit and mobile home. All definitions would be found under the term “dwellings” for easier review.

Recommendation

Please direct staff to schedule the necessary public hearing for an amendment to the Unified Development Code associated with Table 71-J Use Matrix – Residential and Article V Definitions related to dwellings and residential uses for the July 27th City Commission meeting after the Planning Commission has conducted its public hearing and made a recommendation. This would be the first reading of an adopting ordinance.



Text Amendment (Changing Language in Unified Development Code – zoning ordinance) Application

Please print legibly. All portions must be completed. Do not leave any section blank, use N/A. Incomplete forms will be returned. If additional space is needed, please use additional sheets of paper.

Property Information

Applicable Section of Zoning Ordinance that amendment is requested: _____
Section 71-18 Use - Table 71-J Use Matrix- Residential and Article V Definitions

Briefly Explain Request: The existing regulations limit the types of housing options in some districts and would require use variances from ZBA. There are no definitions associated with dwelling units.

Are there other requests associated with application?: If yes, explain: No.

Applicant Information

In case of trust, provide the name, address and telephone numbers of all trustees and beneficiaries of the trust. An LLC or corporation must provide a copy of Articles of Incorporation. In case the applicant is not the property owner, written permission from the property owner is required.

Name of Applicant: City of Buchanan, Kristen Gundersen

Relationship to Property Owner: Planning and Community Development Director for City

Mailing Address: 302 N Redbud Trail

City: Buchanan State: MI Zip Code: 49107

Telephone Number: 269.695.3844 Emergency Number: _____

E-mail Address: kgundersen@cityofbuchanan.com

Attorney: Butzel

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Engineer or Architect: N/A

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Proposed Language Change (please use additional paper if needed)

Existing section and language from Zoning Ordinance: See attached redline document

Proposed new language for the Zoning Ordinance: See attached redline document

Explain how the proposed new language supports the goals and objectives of the adopted Master Plan: Under the Goal of Housing there is reference to "establish a wide spectrum of appropriate housing opportunities to meet the needs of residents in any social or income group at every stage of life."

Objectives include housing which includes creating and implementing a housing plan that identifies the communities existing housing, its housing needs, and best practices to achieve unmet goals.

The 2025 UDC included some options for additional housing opportunities, however it is unclear why some residential districts were left out and why the Suburban Center district was not included as it allows for 3-story buildings. It is not believed the Neighborhood plan would be able to provide attach housing in all areas.

Text Amendment Standards

If needed use additional sheets of paper to respond to Standards.

Section 71-35.B.2 Standards. The advisability of amending the text of this chapter or making an amendment to the zoning map is a matter committed to the legislative discretion of the City Commission. In determining whether to adopt or disapprove d the proposed amendment, the City Commission must consider the following factors:

- a. Consistent with master plan and vision plan. Whether and the extent to which the proposed amendment is consistent with the master plan and the vision plan.

2021 Master Plan references the need to provide housing opportunities to meet the needs of residents in any social or income group at every stage of life.

- b. Changed conditions. Whether and the extent to which there are changed conditions that require an amendment.

Cornerstone Alliance recently completed a housing study which further supports the need for additional housing types throughout Berrien County. Allowing additional housing options within the city will provide opportunities for new housing that complies with the adopted rules and regulations.

- c. Community need. Whether and the extent to which the proposed amendment addresses a demonstrated community need.

Based on the 2026 Cornerstone Alliance housing study, there is a need for additional housing options in the city. This will provide opportunities for new housing to be constructed that may not be allowed otherwise unless a use variance was obtained which requires additional time and cost for development.

- d. Compatible with surrounding uses. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zone district for the land, or the proposed amendment to the text of this chapter will maintain or improve compatibility among uses and will ensure efficient development within the City.

The 2025 UDC incorporated regulations to regulate facade types which include residential uses and placement of surface parking on parcels.

- e. Development Patterns. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern.

Allowing attached housing in residential districts is appropriate as there are existing dwellings that have been converted to two or more units. Allowing residential uses above the ground floor in the D and SC districts is appropriate. Large scale projects with more than 12 dwelling units would require a special use permit.

TEXT AMENDMENT APPLICATION CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that they consent to the filing of the application and that all information contained is true and correct to the best of their knowledge;
- B. The Applicant understands that an incomplete or nonconforming application will not be considered. In addition, the Applicant understands that the City may require additional information prior to the consideration of this application;
- C. The Applicant shall make the property that is subject of this application available for inspection by the City at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicant shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten (10) days following the change, and that failure to do so shall be grounds for denial of the application;
- E. The Applicant understands that if the application is approved with conditions, those conditions will need to be met as part of any permit issued; and
- F. The Applicant understands they are responsible for all application fees. Fees are non-refundable and there is no guarantee the application will be approved or permits issued. There should be no outstanding monies owed to the City (i.e., water bill or taxes).

On the 11th, day of June, 2020, I/We have read the above certification, understand it, and agree to abide by its conditions.

[Signature], city of Buchanan
Signature of Applicant or Authorized Agent

Kristen Gundersen, City of Buchanan
Name of Applicant or Authorized Agent

SUBSCRIBED AND SWORN

To before me this 11 day of June, 2020

[Signature]

Notary Public KALLA LANGSTON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF BERRIEN
My Commission Expires June 09, 2032
Acting in the County of Berrien

Excerpt – Table 71-J Use Matrix – Redline of Residential

Strike-through is to be deleted and underline in red is new language

TABLE 71-J USE MATRIX

| | N | NE | GN | NC | D | SC | I |
|---|---|----|----|----|---|----|---|
| Residential | | | | | | | |
| Home occupation | | A | A | A | A | | |
| 1 dwelling unit per lot | | ■ | ■ | ■ | | | |
| 1 dwelling unit per lot (zero lot line) | | | ■ | ■ | | | |
| 2 dwelling units per lot | | | ■ | ■ | ■ | | |
| 4 dwelling units per lot | | | ■ | ■ | ■ | | |
| 8 dwelling units per lot | | | | ■ | ■ | | |
| More than 8 dwelling units per lot | | | | S | ■ | | |

| | | | | | | | |
|--|--|----------|----------|----------|---|----------|--|
| Residential | | | | | | | |
| Home occupation – See Sec. 71-23 | | A | A | A | A | | |
| <u>Accessory Dwelling Unit (ADU) See Sec. 71-24</u> | | <u>A</u> | <u>A</u> | <u>A</u> | | | |
| <u>Accessory Dwelling Unit on the ground floor in the rear 50% of a building when there is an existing and active permitted principal use in the front of the building</u> | | | | | A | | |
| 1 <u>detached</u> dwelling unit per lot ¹ | | ■ | ■ | ■ | | | |
| 1-4 <u>attached</u> dwelling units per lot ¹ | | ■ | ■ | ■ | ■ | ■ | |
| 5-11 <u>attached</u> dwelling units per lot ¹ | | <u>S</u> | <u>S</u> | ■ | ■ | ■ | |
| More than 12 <u>attached</u> dwelling units per lot ¹ | | <u>S</u> | <u>S</u> | S | S | <u>S</u> | |

¹Residential dwelling units located on the ground floor/first floor/street level in the D Downtown and SC Suburban Commercial Districts are prohibited.

Permitted use ■
 Temporary use T
 Accessory use A
 Special use permit S
 Prohibited use blank space

Article V Definitions

Dwelling Unit: a building or portion thereof occupied wholly for residential living purposes by one family that is physically separated from another dwelling which may be in the same structure or on a separate parcel. A Dwelling Unit contains at a minimum an independent cooking/kitchen, sleeping area, and full bathroom facilities, but is not a hotel, motel, boarding house.

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

Accessory Dwelling Unit (ADU): a dwelling unit not greater than 600 square feet, that is incidental and subordinate to the principal dwelling unit, as separate, complete housekeeping unit with a separate entrance, kitchen, sleeping area, and full bathroom facilities from the principal dwelling, and located on the same parcel as the principal dwelling. An ADU can be an expansion or retrofitting of an existing dwelling or a new or retrofitted space within a portion of an accessory building.

Single Detached Dwelling Unit: a dwelling unit that is not within the same structure as another dwelling unit, often referred to as a Single-Family Home.

Single Attached Dwelling Unit: a dwelling unit within the same structure as a commercial use or uses, but with no other dwelling units in the building. An example is a single dwelling located above a commercial use, often referred to as a mixed-use building.

Two to Four Attached Dwelling Units: two to four dwelling units that are all principal uses owned individually or by one entity and leased individually. An example is a multifamily building or attached duplex, triplex or townhomes on the same property. They can share a common entrance and hallway or have private ground floor entrances from the outside into the building. Individual dwelling units can be located on separate floors and can be located above a commercial use.

Five to Eleven Attached Dwelling Units: when there are five to eleven dwelling units that are all principal uses in one building, owned individually or by one entity and leased individually. An example is a multifamily building or townhomes on the same property. They can share a common entrance and hallway or have private entrances from the outside. Individual dwelling units can be located on separate floors and can be located above a commercial use.

Twelve or more Attached Dwelling Units: when there are more than twelve dwelling units in a single building or multiple buildings on the same property, owned individually or by one entity and leased individually and can be located above a commercial use.

Mobile Home or Manufactured Home: a structure, transportable in one or more sections, which is built on a chassis and designed to be used as a dwelling without permanent foundation and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure. Mobile home does not include recreational vehicles/campers. (move existing language to this area under “Dwelling”)

Modular Dwelling Unit: a dwelling unit constructed solely within a factory, as a single dwelling unit, or in various sized modules or components, which are then transported by truck or other means to a site where they are assembled on a permanent foundation to form a single-dwelling unit, and meeting all codes and regulations applicable to conventional single-dwelling construction.

Memorandum



Date: June 17, 2026
To: Buchanan City Commission
From: Tony McGhee
Subject: Community Garbage and Recycling Services

Background and Services Requested

The City issued a Request for Proposals for Residential Refuse Collection Services and Optional Bi-Weekly Recycling Collection with an issue date of May 4, 2026 and a proposal due date of June 3, 2026. The purpose of the RFP was to obtain competitive proposals from qualified and experienced solid waste haulers for a residential collection program that is reliable, cost-effective, customer-focused, and transparent.

The RFP requested a single-hauler residential program serving approximately 1,550 eligible residential accounts. The requested core service is required weekly residential garbage collection. Optional bi-weekly curbside recycling is also to be made available to residents who choose to participate.

The RFP also requested support for the City's annual two-day community clean-up event. The contractor is expected to furnish ten 40-yard roll-off dumpsters, deliver the dumpsters before the event, monitor fullness, pull and replace dumpsters when full, and provide dispatch and driver coordination so the event can continue with minimal interruption.

The RFP requested pricing under two possible billing models. Option 1 is contractor direct billing, where the contractor bills residential customers directly and handles customer invoicing and collections. Option 2 is the City-billed / utility bill reimbursement model, where the City holds the contract, pays the contractor directly, and then bills customers for reimbursement through the water/sewer utility billing process. The RFP preserved the City's ability to select either model based on overall value to the City and its residents.

The RFP identified price as the primary evaluation factor, anticipated at 85%, with approach to service anticipated at 10% and community partnership anticipated at 5%. The RFP also reserved the City's right to request clarifications, negotiate final terms, waive irregularities, reject any or all proposals, and award in the manner determined to be in the best interest of the City.

Memorandum

Three proposals were received in response to the RFP from LRS, Republic Services, and Lakeshore. The two low bidders, LRS and Republic Services, were also the two proposals that came in below what residents currently pay for service. For that reason, staff focused the detailed side-by-side analysis on LRS and Republic for purposes of making a recommendation to the City Commission.

Bid Review and Assessment

Staff reviewed the proposals with a focus on resident cost, pricing transparency, billing model value, optional recycling cost, clean-up event pricing, and disclosed pass-through fee risks. Because LRS and Republic were the two low proposals and were both below current resident pricing, those two proposals were compared in detail for purposes of the recommendation.

Base Weekly Garbage Pricing

The base garbage pricing favors LRS under both billing models. Under the City-billed model, LRS is estimated to be \$67,518 lower than Republic over the five-year base term. Under the contractor direct-bill model, LRS is estimated to be \$25,482 lower than Republic over the five-year base term.

| Billing model | Bidder | Year 1 | Year 5 | 5-year total | LRS savings vs. Republic |
|----------------------------|---------------|---------------|---------------|---------------------|---------------------------------|
| City-billed / utility bill | LRS | \$11.00 | \$12.34 | \$1,084,380 | LRS \$67,518 less |
| City-billed / utility bill | Republic | \$11.32 | \$13.50 | \$1,151,898 | |
| Contractor direct billing | LRS | \$11.25 | \$13.60 | \$1,126,416 | LRS \$25,482 less |
| Contractor direct billing | Republic | \$11.32 | \$13.50 | \$1,151,898 | |

Note: Five-year totals assume approximately 1,550 eligible residential accounts and 12 months per year.

Billing Model Assessment

Although the LRS City-billed option is the lowest base proposal on paper, the difference between the LRS City-billed model and the LRS contractor direct-bill model is relatively small when spread across the full customer base. The LRS direct-bill option is approximately \$42,036 higher over the five-year base term, which equals approximately \$8,407 per year, or about \$0.45 per eligible residential account per month.

Memorandum

For that minimal difference, the contractor would remain responsible for customer billing, invoicing, payment processing, collections, account maintenance, and related customer service issues. Staff believes this is a better overall value than having the City absorb those duties internally.

Under the City-billed model, the City would be responsible for paying the contractor directly and then billing residents through the utility billing process. That would require City staff to manage account-level service data, additions and deletions, optional recycling participation, billing reconciliation, customer questions, payment issues, and ongoing coordination with the hauler. It would also place additional administrative and collection risk on the City.

The contractor already has the billing systems, account maintenance tools, customer service staffing, and collections process in place to manage this work. The likely staff time, billing system coordination, customer service workload, reconciliation work, and administrative risk associated with bringing this function in-house would likely exceed the approximately \$0.45 per month difference to residents. For that reason, staff recommends the contractor direct-bill model as the better overall value, even though the City-billed model is slightly lower in the base bid comparison.

Optional Bi-Weekly Recycling

Optional recycling is a significant factor in the recommendation. LRS proposed optional bi-weekly recycling at \$2.00 per participating household per month in Year 1, increasing to \$2.22 in Year 5. Republic proposed optional recycling at \$4.50 per participating household per month in Year 1, increasing to \$5.37 in Year 5.

| Bidder | Year 1 | Year 5 | 5-year per participant | Savings per participant | Savings examples |
|----------|--------|--------|------------------------|-------------------------|---|
| LRS | \$2.00 | \$2.22 | \$126.36 | \$169.08 vs. Republic | 50% participation: LRS is approx. \$131,037 less; 100% participation: |
| Republic | \$4.50 | \$5.37 | \$295.44 | | |

Memorandum

| | | | | | |
|--|--|--|--|--|-------------------------------|
| | | | | | LRS is approx. \$262,074 less |
|--|--|--|--|--|-------------------------------|

Over the five-year base term, LRS would cost \$126.36 per participating household while Republic would cost \$295.44. That is a savings of \$169.08 per participating household over five years. If 50% of eligible households participate, the estimated five-year savings is approximately \$131,037. If all eligible households participate, the estimated five-year savings is approximately \$262,074.

Annual Two-Day Community Clean-Up Event

The annual clean-up event pricing also favors LRS. LRS proposed supplying the initial ten 40-yard roll-off dumpsters at no charge. Republic proposed \$75 per roll-off delivered, or \$750 for the initial ten roll-offs. LRS also proposed a lower pull-and-replace rate, ranging from \$225.25 to \$252.43 per haul over the five-year term, compared to Republic's range of \$425.00 to \$506.82 per dump up to six tons.

Republic Fuel Recovery Fee and Pricing Risk

Republic disclosed a fuel recovery fee that creates an additional pricing risk not included in the base bid comparison. Republic's disclosure states: "Fuel Recovery Fee - The base price for diesel shall be set at \$4.00/gallon. Should contractor's cost of fuel rise above that base price, a surcharge of \$0.04 per residence per month shall be applied for every \$0.10 per gallon increment of increase in contractor fuel above the base price. The cost of diesel shall be based upon weekly Retail Gasoline and Diesel Prices for Midwest (PADD2) by the U.S. Energy Information Administration (EIA). A reduction shall apply if the fuel goes back to the base price."

This provision matters because it creates a variable pass-through cost over the five-year contract term. For every \$0.10 per gallon that diesel is above the \$4.00 base price, Republic's proposal would add \$0.04 per residence per month.

As a current pricing example, the EIA Gasoline and Diesel Fuel Update released June 16, 2026 showed Midwest (PADD 2) on-highway diesel at \$5.011 per gallon for June 15, 2026. If that level were used under Republic's formula, it would be roughly \$1.00 per gallon above the \$4.00 base and would result in an estimated surcharge of about \$0.40 per residence per month. Across approximately 1,550 accounts, that is about \$620 per month, \$7,440 per

Memorandum

year, or \$37,200 over five years if sustained. This is an example only, because the contract surcharge would depend on the actual weekly EIA price during the contract term and Republic's final contract language.

| Diesel price example | Above \$4.00 base | Surcharge per residence / month | Approx. monthly system cost | Approx. annual system cost | Approx. 5-year cost if sustained |
|----------------------|-------------------|---------------------------------|-----------------------------|----------------------------|----------------------------------|
| \$4.10 | \$0.10 | \$0.04 | \$62 | \$744 | \$3,720 |
| \$4.50 | \$0.50 | \$0.20 | \$310 | \$3,720 | \$18,600 |
| \$5.00 | \$1.00 | \$0.40 | \$620 | \$7,440 | \$37,200 |
| \$5.50 | \$1.50 | \$0.60 | \$930 | \$11,160 | \$55,800 |
| \$6.00 | \$2.00 | \$0.80 | \$1,240 | \$14,880 | \$74,400 |

Note: Examples assume 1,550 accounts and that the stated diesel price level persists for the period shown. Actual charges would vary based on the weekly Midwest (PADD 2) diesel price and final contract language.

This fuel recovery provision is important for the Commission to consider because diesel prices are influenced by global supply and demand, refinery and distribution conditions, inventories, seasonal conditions, and events outside the City's control. Current issues in the Middle East are a practical example of that risk. Conflict, shipping disruption, access restrictions, or instability in the Persian Gulf and surrounding region can increase market uncertainty and affect the cost of crude oil and diesel. If fuel costs rise during the contract term, Republic's formula could increase resident costs even though the base bid appears comparable on paper.

LRS did not disclose a fuel surcharge and stated that its quoted prices are all-inclusive, with annual increases already reflected in each year's pricing. That difference gives the City and residents greater pricing certainty under the LRS proposal.

Other Pricing and Risk Factors

In addition to the fuel recovery fee, Republic disclosed a \$15 monthly senior/ADA back-door service add-on and a \$15 cart delivery, exchange, or replacement fee after initial startup. Republic also identified City-billed startup/implementation items and data/account administration coordination items that were not fully priced and would require additional work with the City.

Memorandum

LRS listed no fuel surcharge, no additional fees, no startup or implementation charge, no data file or account administration charge, no senior or ADA back-door service charge, and no cart delivery, exchange, or replacement fee. Republic did offer an added-value item under the City-billed option by offering the City up to four 4-yard containers serviced once per week at no charge; however, that benefit does not offset the base residential rate differences, optional recycling savings, clean-up event pricing, and fuel surcharge risk identified above.

Recommendation

Staff recommends that the City Commission authorize the City Manager to negotiate and execute a five-year agreement with LRS for residential refuse collection services and optional bi-weekly recycling collection under the contractor direct-bill model, subject to final contract negotiation, City Attorney review, and confirmation that LRS satisfies all RFP, insurance, security, operational, reporting, and implementation requirements.

This recommendation is based on LRS being the best overall value among the two low bids that were below current resident pricing. LRS is lower on base weekly garbage service under both billing models, materially lower for optional recycling, more favorable for the annual clean-up event, and presents fewer pass-through fee risks. The contractor direct-bill model is recommended because the minimal additional cost compared to City billing is outweighed by the value of keeping billing, invoicing, collections, account maintenance, recycling participation tracking, customer service, and related administrative work with the contractor rather than shifting those costs and risks to the City.

Attachment A: LRS and Republic Services Bid Sheets

Attachment A



Request for Proposals

APPENDIX D – PRICING SUBMISSION FORM

Complete all pricing tables below. State any assumptions clearly. The City strongly prefers all-inclusive pricing. Any fuel surcharge, environmental charge, cart fee, contamination fee, or other pass-through fee must be clearly disclosed.

D-1. OPTION 1 – CONTRACTOR DIRECT BILLING

Provide pricing assuming the Contractor bills customers directly and is responsible for invoicing and collections.

| Service Item | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Notes / Assumptions |
|--|---------|---------|-----------|---------|---------|---------------------|
| Monthly price per eligible residential account – weekly garbage | \$11.25 | \$11.57 | \$11.90 | \$12.24 | \$13.60 | |
| Monthly price per participating residential account – optional bi-weekly recycling | \$2.00 | \$2.05 | \$2.10 | \$2.16 | \$2.22 | |
| Additional garbage cart (monthly, if any) | \$8.00 | \$8.23 | \$8.47 | \$8.71 | \$8.96 | |
| Additional recycling cart (monthly, if any) | \$1.50 | \$1.55 | \$1.60 | \$1.65 | \$1.70 | |
| Reduced-size garbage cart option (monthly, if any) | N/A | N/A | N/A | N/A | N/A | |
| Senior / ADA back-door service (monthly add-on, if any) | | | NO CHARGE | | | |
| Cart delivery / exchange / replacement fees, if any | | | NO CHARGE | | | |

Request for Proposals

D-2. OPTION 2 – CITY-BILLED / UTILITY BILL REIMBURSEMENT MODEL

Provide pricing assuming the City pays the Contractor directly and bills customers for service through the City’s utility billing process.

| Service Item | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Notes / Assumptions |
|--|---------|---------|-----------|---------|---------|---------------------|
| Monthly price per eligible residential account – weekly garbage | \$11.00 | \$11.32 | \$11.65 | \$11.99 | \$12.34 | |
| Monthly price per participating residential account – optional bi-weekly recycling | \$2.00 | \$2.05 | \$2.10 | \$2.16 | \$2.22 | |
| Startup / implementation cost, if any | | | NO CHARGE | | | |
| Data file / account administration costs, if any | | | NO CHARGE | | | |
| Additional garbage cart (monthly, if any) | \$8.00 | \$8.23 | \$8.47 | \$8.71 | \$8.96 | |
| Additional recycling cart (monthly, if any) | \$1.50 | \$1.55 | \$1.60 | \$1.65 | \$1.70 | |
| Senior / ADA back-door service (monthly add-on, if any) | | | NO CHARGE | | | |

D-3. ANNUAL TWO-DAY COMMUNITY CLEAN-UP EVENT

Provide pricing for the City’s annual two-day clean-up event. State clearly whether disposal/tipping is included.

| Service Item | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Notes / Assumptions |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| Supply ten (10) 40-yard roll-off dumpsters for the event | | | NO CHARGE | | | |
| Pull and replace each 40-yard dumpster when full | \$225.25/ HAUL | \$231.75/ HAUL | \$238.45/ HAUL | \$245.34/ HAUL | \$252.43/ HAUL | |

Request for Proposals

| Service Item | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Notes / Assumptions |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|---|
| Disposal / tipping, if billed separately | \$32.25/ TON | \$33.18/ TON | \$34.14/ TON | \$35.13/ TON | \$36.14/ TON | Disposal price is per ton for all tons. |

D-4. PRICE DISCLOSURES

| Item | Response |
|---|---|
| Are quoted prices all-inclusive of labor, hauling, disposal, recycling processing, and ordinary customer service? (Yes/No) | Yes |
| Describe any proposed fuel surcharge schedule | None |
| Describe any CPI/PPI or annual escalation methodology built into the five-year pricing | Annual increase already reflected in each year pricing. |
| Identify any fees not included in the tables above | None |

Request for Proposals

APPENDIX D – PRICING SUBMISSION FORM

Complete all pricing tables below. State any assumptions clearly. The City strongly prefers all-inclusive pricing. Any fuel surcharge, environmental charge, cart fee, contamination fee, or other pass-through fee must be clearly disclosed.

D-1. OPTION 1 – CONTRACTOR DIRECT BILLING

Provide pricing assuming the Contractor bills customers directly and is responsible for invoicing and collections.

| Service Item | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Notes / Assumptions |
|--|-----------------------------------|---------|---------|---------|---------|--|
| Monthly price per eligible residential account – weekly garbage | \$11.32 | \$11.83 | \$12.36 | \$12.92 | \$13.50 | Cart content only Rates will be billed Quarterly or yearly |
| Monthly price per participating residential account – optional bi-weekly recycling | \$4.50 | \$4.70 | \$4.91 | \$5.14 | \$5.37 | Cart content only Rates will be billed Quarterly or yearly |
| Additional garbage cart (monthly, if any) | \$8.00 | \$8.00 | \$8.00 | \$8.00 | \$8.00 | |
| Additional recycling cart (monthly, if any) | Billed at same rate as first cart | | | | | |
| Reduced-size garbage cart option (monthly, if any) | N/A | N/A | N/A | N/A | N/A | |
| Senior / ADA back-door service (monthly add-on, if any) | \$15.00 | \$15.00 | \$15.00 | \$15.00 | \$15.00 | This rate is in addition to the monthly service rate. Resident must be legally handicapped |
| Cart delivery / exchange / replacement fees, if any | \$15.00 | \$15.00 | \$15.00 | \$15.00 | \$15.00 | Charge will only apply after initial startup |

Request for Proposals

D-2. OPTION 2 – CITY-BILLED / UTILITY BILL REIMBURSEMENT MODEL

Provide pricing assuming the City pays the Contractor directly and bills customers for service through the City’s utility billing process.

| Service Item | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Notes / Assumptions |
|--|-----------------------------------|---------|---------|---------|---------|---|
| Monthly price per eligible residential account – weekly garbage | \$11.32 | \$11.83 | \$12.36 | \$12.92 | \$13.50 | Cart content only |
| Monthly price per participating residential account – optional bi-weekly recycling | \$4.50 | \$4.70 | \$4.91 | \$5.14 | \$5.37 | Cart content only |
| Startup / implementation cost, if any | | | | | | TBD - will need help determining who is using what service |
| Data file / account administration costs, if any | | | | | | Will work with City on what information we can provide (Volume reports, service reports, etc) |
| Additional garbage cart (monthly, if any) | \$8.00 | \$8.00 | \$8.00 | \$8.00 | \$8.00 | |
| Additional recycling cart (monthly, if any) | Billed at same rate as first cart | | | | | |
| Senior / ADA back-door service (monthly add-on, if any) | \$15.00 | \$15.00 | \$15.00 | \$15.00 | \$15.00 | This rate is in addition to the monthly service rate. Resident must be legally handicapped |

*****If this option is chosen Republic would offer the city up to 4 - 4yd containers serviced 1x/wk at no charge to the c**

D-3. ANNUAL TWO-DAY COMMUNITY CLEAN-UP EVENT

Provide pricing for the City’s annual two-day clean-up event. State clearly whether disposal/tipping is included.

| Service Item | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Notes / Assumptions |
|--|----------|----------|----------|----------|----------|------------------------|
| Supply ten (10) 40-yard roll-off dumpsters for the event | \$75 | \$75 | \$75 | \$75 | \$75 | per roll-off delivered |
| Pull and replace each 40-yard dumpster when full | \$425.00 | \$444.13 | \$464.11 | \$485.00 | \$506.82 | per dump up to 6 tons |

Request for Proposals

| Service Item | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Notes / Assumptions |
|--|---------|---------|---------|---------|---------|---|
| Disposal / tipping, if billed separately | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 | Rate only applies if container exceeds 6 tons |

D-4. PRICE DISCLOSURES

| Item | Response |
|--|--|
| Are quoted prices all-inclusive of labor, hauling, disposal, recycling processing, and ordinary customer service? (Yes/No) | Yes |
| Describe any proposed fuel surcharge schedule | See below |
| Describe any CPI/PPI or annual escalation methodology built into the five-year pricing | First years is fixed with 4.5% increases per year for years 2-5. |
| Identify any fees not included in the tables above | |

** Fuel Recovery Fee - The base price for diesel full shall be set at \$4.00/gallon. Should Contractor's cost of fuel rise above t "base price", a surcharge of \$0.04/residence/month shall be applied for every \$0.10/gallon increment of increase in contractor fuel above the base price. The cost of diesel shall be based upon the weekly Retail Gasoline and Diesel Prices for the Midwe (PADD2) by the US Energy Information Administration (EIA). A reduction shall apply if the fuel goes back to the Base price. . time shall the reduction go below the Base Price.

Fuel would not start until January 1, 2027 if it applies

\$1.48

1.0 Background and Purpose

The City of Buchanan City Commission established a Brownfield Redevelopment Authority (BRA) in accordance with the Brownfield Financing Act, Act 381 of the Public Acts of the State of Michigan of 1996, as amended (Act 381).

The purpose of the Brownfield Redevelopment Authority (Authority) is to encourage the revitalization, redevelopment, and reuse of eligible property, as defined by Act 381 and the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of the State of Michigan of 1994, as amended (Act 451). The BRA is authorized to administer a Brownfield Redevelopment Program (Program), which provides economic incentives through the use of Tax Increment Financing (TIF) revenues to pay for or reimburse public or private costs of “eligible activities.”

The Program also supports the use of additional economic incentives and financing mechanisms to assist with the redevelopment of eligible property. This may include economic development programs administered by the Michigan Economic Development Corporation (MEDC)/Michigan Strategic Fund (MSF), Michigan Department of Environment, Great Lakes and Energy (EGLE), Michigan State Housing Development Authority (MSHDA), and the United States Environmental Protection Agency (EPA), and other state or federal agencies.

2.0 Policies

2.1 Eligible Properties

The BRA is authorized to consider Brownfield Plans for properties that meet the definition of “eligible property,” under Act 381.

2.2 Eligible Activities

The BRA is authorized to allow the use of Tax Increment Financing (TIF) revenues to pay for or reimburse public or private costs of “eligible activities,” as defined in Act 381

Eligible Activities may include:

- Baseline Environmental Assessment (BEA) activities
- Due care activities (which limit exacerbation of, or exposure to, contamination on a site)
- Additional response activities
- Reasonable costs of preparing a Brownfield Plan, Act 381 Work Plan and actual cost of Work Plan review
- Demolition (above and below ground)
- Lead and asbestos assessment and abatement
- Administrative fees
- Capture for the Local Brownfield Revolving Fund (LBRF)
- Reasonable cost of environmental insurance
- Infrastructure Improvements
- Site Preparation
- Housing Development Eligible Activities may include:
 - Infrastructure improvements that are necessary for housing property and supports housing development activities

- Site preparation that is not a response activity and that supports housing development activities
- Reimbursement provided to owners of rental housing units for qualified rehabilitation.
- Costs for infrastructure available for public use and safety improvements necessary for a housing project.
- Costs of demolition and renovation of existing buildings and site preparation, to the extent necessary to accommodate an income qualified purchaser household or income qualified renting household.
- Temporary household relocation costs for an income qualified household for a period not to exceed 1 year.
- Acquisition cost for blighted or obsolete rental units, to the extent the acquisition would promote rehabilitation or adaptive reuse of the blighted or obsolete rental unit to accommodate an income qualified purchaser household or income qualified renting household.
- Reimbursement provided to a developer to fill a financing gap associated with the development of housing units priced for income qualified households and to assist with costs related to infrastructure improvements and site preparation that are not a response activity and that are necessary for new housing development for income qualified households on eligible property.

Interest costs are generally not considered to be an eligible activity under this policy. Payment of interest from tax increment revenues (TIR) or advances made for eligible activities will be determined by the BRA on a case-by-case basis based on project financial need. The BRA may request additional information to determine the need to include interest as an eligible expense.

The applicant is responsible for keeping detailed records of all eligible expenses and investments, including purchase orders, invoices, waiver of liens, contracts, and records of payment, and for providing these to the City when requesting the incentive. Final reimbursement will be based on the records provided, and the City is not responsible for incomplete or inaccurate records.

2.3 Qualification for Incentives

- 2.3.1** The proposed project site meets the definition of an “eligible property” as defined in Act 381.
- 2.3.2** The BRA supports inclusion of the eligible property in the Brownfield Plan and use of TIF to support the proposed Brownfield Project.
- 2.3.3** The proposed redevelopment for the eligible property is consistent with the master plans, zoning ordinances and community, sustainability, and economic development, and housing goals of the City.
- 2.3.4** The existing character of the eligible property is such that the redevelopment activities would be limited or prohibited without Brownfield assistance provided by Act 381 and/or other Brownfield programs. In addition, the project developer commits to explore all other private and public funding sources, as determined in consultation with the BRA.
- 2.3.5** An analysis demonstrates that the required eligible activities can be satisfactorily completed within the available resources under this program,

or if not, that supplemental funding sources, such as private equity or financing, tax credits, grants, or loans, will be utilized to complement the financial resources available under Act 381 for proposed projects.

- 2.3.6** The developer has provided evidence of a firm commitment to the project and a demonstration of sufficient experience, financial resources, and development capabilities to successfully implement the proposed redevelopment project.
- 2.3.7** The proposed project site has adequate access to the necessary public infrastructure and utilities needed to serve the proposed redevelopment project, as determined by the City's Community Development and Engineering Departments.
- 2.3.8** The BRA reserves the right to consider other factors as applicable to a specific project and its impact on neighboring properties.
- 2.3.9** Completing the project will adequately address the brownfield conditions upon which the need for financial assistance was requested.

2.4 Local-Only Qualification

The BRA will consider costs of all eligible activities as defined in Act 381 to be reimbursed with both incremental local and school taxes to the extent practical; however, there are circumstances when reimbursement with local-only tax increments will be approved. Each such project and eligible activity for which reimbursement with local only tax increments is proposed will be considered on case-by-case basis and must meet the following criteria:

- 2.4.1** Reimbursement of the costs of eligible activities and interest using local only tax increments will be considered only if the following conditions are met.
 - 2.4.1.1** All activities must be eligible under Act 381.
 - 2.4.1.2** Need and rational for the local-only capture, based on project economics and/or schedule demands, must be demonstrated.
 - 2.4.1.3** Descriptions and costs of activities and interest must be included in an approved Brownfield Plan.
- 2.4.2** Eligible activities completed on an eligible property prior to the approval of the Brownfield Plan may be considered for local only reimbursement.
 - 2.4.2.1** On all eligible activities whether environmental or non-environmental.
- 2.4.3** Activities were conducted no earlier than 90 days prior to City Commission approval of the Brownfield Plan.
- 2.4.4** All criteria described in Section 2.2 above are met.
- 2.4.5** Eligible activities that are conducted after Brownfield Plan approval and are included in a Work Plan Submitted to EGLE, MSF or MSHDA for approval, but are not approved by EGLE, MSF, or MSHDA, or such Work Plan approval is not sought, will be considered if all the following criteria are met:
 - 2.4.5.1** Must be an eligible environmental or non-environmental activity as outlined in section 2.1.
 - 2.4.5.2** All criteria described in Section 2.2 above are met.

2.5 Qualification for Eligible Activities Prior to Brownfield Plan Approval

- 2.5.1** Non-environmental eligible activities completed on an eligible property prior to the approval of the Brownfield Plan will be considered for school and local reimbursement provided these eligible activities are defined in an Act 381 Work Plan may include the following:
 - 2.5.1.1** Only non-environmental activities that are eligible within the City of Buchanan and included in an approved Brownfield Plan,
 - 2.5.1.2** Submitted to and approved by the MSF, and
 - 2.5.1.3** Activities were conducted no earlier than 90 days prior to City Commission approval of the Brownfield Plan.
- 2.5.2** Environmental eligible activities completed on an eligible property prior to the approval of the Brownfield Plan will be considered for school and local reimbursement for Baseline Environmental Assessment activities that include:
 - 2.5.2.1** Phase I Environmental Site Assessments (ESAs)
 - 2.5.2.2** Phase II ESAs
 - 2.5.2.3** Baseline Environmental Assessments (BEAs)
 - 2.5.2.4** Due Care Planning Activities
 - 2.5.2.5** Activities conducted no earlier than 12/31/2012

2.6 Administrative Cost Reimbursement

- 2.6.1** Annual reimbursement of reasonable and actual BRA administrative and operating costs from local taxes is permitted under Act 381 of 1996, as amended. Each Brownfield Plan will include capture of administrative fees to cover actual expenses related to operating of the Brownfield Redevelopment Program.
- 2.6.2** For reimbursement of actual administrative expenses, the BRA will transfer to its Administrative Fund ten percent (10%) of annual TIF capture. Actual administrative expenses will be reimbursed with local-only incremental taxes.
 - 2.6.2.1** As determined by the BRA, a potential addition of minimum capture may be requested for administrative costs if proposed TIR estimates do not account for anticipated administrative costs incurred to administer the Plan.
 - 2.6.2.2** Actual administrative expenses, as defined by Act 381, include the following:
 - 2.6.2.2.1** Assistance provided to consultants and developers to prepare Brownfield Plans and Work Plans.
 - 2.6.2.2.2** Review and approval of Brownfield Plans and Work Plans.
 - 2.6.2.2.3** Preparation, review, and approval of Reimbursement and/or Development Agreements.
 - 2.6.2.2.4** Review and approval of actual eligible activities.
 - 2.6.2.2.5** Managing and accounting tax increment capture and disbursement.

- 2.6.2.2.6** Managing and accounting eligible activity reimbursement.
- 2.6.2.2.7** Managing and distributing funds from the Local Brownfield Revolving Fund (LBRF).
- 2.6.2.2.8** Community education and outreach.
- 2.6.2.2.9** Other reasonable and administrative operating expenses of the Authority.

2.7 Local Brownfield Revolving Fund (LBRF) Capture

It is the intent of the BRA to capitalize the Local Brownfield Revolving Fund (LBRF). The BRA intends to include provisions to capture revenues for deposit into the LBRF in the approved Brownfield Plan for each project. The BRA intends to capture all or a portion of the LBRF funds after the reimbursement period for eligible activities for a period not-to-exceed five years in accordance with Act 381.

LBRF funds will be used in accordance with the LBRF Policy, adopted by the BRA and subject to the restrictions of Act 381. A LBRF application must be completed by the applicant and submitted to staff if BRA LBRF revenues are being considered for a project.

The BRA intends to capture LBRF funds pursuant to the following criteria:

- 2.7.1** The BRA will capture incremental local and school taxes, if applicable, to the extent allowed by Act 381, to fund the LBRF until funds in the following amount have been placed in the LBRF, which is a maximum amount equivalent to five years of capture after eligible activities costs have been reimbursed.
- 2.7.2** The rate and schedule of incremental tax capture for LBRF will be determined on a case-by-case basis. Considerations will include, but not limited to the following: total capture duration, total annual capture, project economic factors, and level of existing LBRF funding, and projected need for LBRF funds.
- 2.7.3** School taxes for EGLE eligible activities can be captured for LBRF deposit, but school taxes for MSF activities cannot be captured for LBRF deposit. The amount of school taxes deposited into the LBRF for EGLE activities cannot exceed the total amount of school taxes used to reimburse eligible activities.
- 2.7.4** If an approved Brownfield Plan does not provide for the capture of incremental school taxes, or provides for reimbursement of only MSF eligible activities, LBRF capture will derive solely from the incremental local taxes. In these circumstances, the impact of LBRF funding on the duration of the local capture will be considered in determining the amount and schedule for LBRF capture.
- 2.7.5** Exceptions to this policy due to extraordinary circumstances will be considered on a case-by-case basis.

2.8 Brownfield Plan Termination

Unless otherwise agreed to in writing by the BRA, a Brownfield Plan may be terminated by the BRA if:

- 2.8.1 The Developer and the BRA have not finalized and executed the Reimbursement Agreement, if required; within one year (365 days) after the date the Brownfield Plan is approved by the City Commission; or,
- 2.8.2 The Eligible Activities have not begun within three (3) years after approval of the Brownfield Plan: or,
- 2.8.3 The developer has not followed the appropriate Reimbursement Process within three and a half years as outlined in section 3.6 below; or,
- 2.8.4 In no event, however, shall the Plan extend beyond the maximum term allowed by Section 13(1)(f) of Act 381, for the duration of the Plan.

3.0 Procedures

The City of Buchanan and the BRA recognize the importance of development project schedules and will expedite the Brownfield Plan review and approval process to the greatest extent practical.

The following summarizes the typical steps for accessing available Brownfield incentives in Buchanan. The procedure may be adjusted if the applicant proposes completing a combined Brownfield Plan and Act 381 Work Plan.

All documents which are to be reviewed and/or acted on by the BRA must be distributed to the Chairman and BRA Board members at least one week prior to the meeting date or the item will be removed from the agenda.

3.1 Pre-Application: Project Concept Application Submittal

- 3.1.1 The applicant must complete a Project Concept Application (Application) and submit it to the City of Buchanan to initiate the Brownfield process with the BRA. Please refer to the Application for details on the requested information. Applications will be considered only when accompanied with a non-refundable application fee based on the total project investment. Additional fees may be required based on the complexity of the project, see Section 4 for further information.
 - 3.1.1.1 \$0 – 5 Million: \$1,000
 - 3.1.1.2 \$5 – 10 Million: \$2,500
 - 3.1.1.3 \$10 Million and above: \$4,000
- 3.1.2 Staff and the BRA will review the information and work with the developer if revisions are necessary.
- 3.1.3 Following administrative review, information will be forwarded to the BRA for formal review and consideration at a public meeting. It is recommended that the applicant attend the meeting to present the project.
- 3.1.4 If the applicant's Application is supported by the BRA, the BRA will recommend the developer proceed with a formal Brownfield Plan. If the

BRA approves a project Application, it is not obligated to approve the Brownfield Plan.

3.2 Brownfield Plan Development

- 3.2.1** The applicant must develop a Brownfield Plan which must include all sections identified in Act 381, Section 13(1) (MCL 125.2663 Brownfield Plan; Provisions). The site must be an eligible property, and all activities must be eligible activities as defined in Act 381. The plan must also be consistent with the BRA policies outlined in Section 2.0 above.
- 3.2.2** If the applicant is seeking school tax reimbursement, the applicant must meet with staff, EGLE and/or the MEDC, and/or MSHDA to determine the level of support for the project.
- 3.2.3** Staff will review the Brownfield Plan and work with the developer if revisions are necessary.

3.3 Brownfield Plan Approval

The Brownfield Plan must be approved by the BRA and City Commission. The Brownfield Plan approval process consists of the following activities:

- 3.3.1** Staff will provide the Brownfield Plan (produced as described in Section 3.2) above to the BRA for their consideration.
- 3.3.2** It is the intention of the BRA that all meetings be conducted as Open Meetings. However, at times the Board may have reason to conduct closed meetings in accordance with the law.
- 3.3.3** If the BRA approves the Brownfield Plan, a Public Hearing will be established by the City Commission.
- 3.3.4** Following the Public Hearing, the City Commission considered the Brownfield Plan for approval.
- 3.3.5** If the Brownfield Plan is approved by the City Commission, a resolution shall be executed, and staff and the BRA will proceed with a reimbursement agreement.

3.4 Reimbursement Agreement Execution

Following the approval of the Brownfield Plan, a reimbursement agreement must be executed. The reimbursement agreement must be approved by the BRA, then fully executed in accordance with the City Contract Procedures.

3.5 Act 381 Work Plan Approval

If the Brownfield Plan includes the capture of school taxes for eligible activities, an Act 381 Work Plan (Work Plan) must be completed in accordance with the requirements of Act 381 and guidance published by EGLE/MEDC/MSHDA and submitted to staff. Staff will review the Work Plan and work with the Applicant and the Applicant's representative to finalize it. Staff then will coordinate with the appropriate agency(s) for the submission and review of the Brownfield Plan, Act 381 Work Plan, and other necessary documents as follows:

- 3.5.1** If the TIF includes capture of school taxes for environmental activities, staff will submit a completed Work Plan to EGLE. The Work Plan must include

the approved Brownfield Plan, which will be evaluated during the Work Plan review.

- 3.5.2** If the TIF includes capture of school taxes for non-environmental eligible activities, staff will submit a completed Work Plan to the Michigan Economic Development Corporation (MEDC) to review on behalf of the Michigan Strategic Fund (MSF). The Work Plan submission must include the approved Brownfield Plan, a signed Development Agreement or Reimbursement Agreement and other documents and information as required by the MEDC.
- 3.5.3** If the TIF includes capture of school taxes for housing development eligible activities, staff will submit a completed Work Plan to the Michigan State Housing Development Authority (MSHDA) to review. The Work Plan submission must include the approved Brownfield Plan, a signed Development Agreement or Reimbursement Agreement, Potential Rent Loss (PRL) & Total Housing Subsidy (THS) used to establish the reasonableness of certain housing activities for which tax capture is planned, and any other documents required by MSHDA.
- 3.5.4** City staff and its consultants are authorized to review and work with the Applicant and Applicant's consultants to finalize and submit all Act 381 Work Plans and Grant Work Plans to the appropriate state agencies and shall provide the BRA Board with copies of all Act 381 Work Plans and Grant Work Plans after submission to the appropriate state agencies to be filed and included in the agenda packet for the next BRA meeting.

3.6 Reimbursement Process

The following outlines the conditions that must be met before reimbursement will occur.

- 3.6.1** The BRA will begin the reimbursement process after the following have been completed:
 - 3.6.1.1** The Brownfield Plan has been approved.
 - 3.6.1.2** The Reimbursement Agreement has been executed.
 - 3.6.1.3** The Act 381 Work Plan has been approved by EGLE, and/or MSF, and/or MSHDA as appropriate.
 - 3.6.1.4** The approved eligible activities have been completed and/or initiated.
 - 3.6.1.5** All the appropriate invoices and documentation for actual costs incurred to conduct the approved eligible activities have been submitted and reviewed by the BRA, subject to the conditions outlined in the reimbursement agreement.
- 3.6.2** TIF capture begins subject to the following:
 - 3.6.2.1** All taxes and special assessments due or owing to the City and/or County are paid in full.
 - 3.6.2.2** The tax year is within TIF capture period specified in the Brownfield Plan and Act 381.



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- 3.6.3** The BRA will only reimburse the actual costs to conduct approved eligible activities. The BRA uses only the incremental taxes generated by the redevelopment project to reimburse approved eligible activities, and the yearly reimbursement amount is based on the actual yearly incremental taxes collected.
- 3.6.4** Invoices, eligible activity documentation and proof of payment must be submitted to the BRA. The actual eligible activity cost should be summarized in a form similar to the Eligible Activity Tracking Table provided in the Reimbursement Agreement.
- 3.6.5** If invoices, eligible activity documentation and proof of payment are not provided, the plan shall expire and no longer be valid as outlined in Section 2.7 above.

The actual amount of TIF reimbursement in any year may be reduced by the amount of TIF allocated for the reimbursement of BRA administrative expenses, funding the LBRF and reimbursement of 3 mills of SET, as provided in the approved Brownfield Plan, Reimbursement Agreement, and Act 381.

4.0 Associated Costs and Fees

4.1 Brownfield Plan Preparation Agreement

The developer is responsible for payment of all invoices, legal and professional fees associated with the preparation of the Brownfield Plan, any amendments to that Plan, the Reimbursement Agreement and review and tracking of eligible expenses.

4.2 Fees*

- 4.2.1** There is a non-refundable Application fee based on level of investment as detailed in Section 3.1 of the Policies and Procedures.
- 4.2.2** The City may charge a Brownfield Plan Review fee through escrow. This escrow fee may include technical, legal, and administrative review of the Plan, as well as review of all corresponding environmental reports requested by the City and/or the BRA and will be based on the complexity of the documents submitted. If required, the applicant shall provide an escrow payment in an amount to be determined by City Staff, for the Brownfield Plan review prior to being placed on the BRA Meeting Agenda.
- 4.2.3** The City may charge a Work Plan review fee through escrow for the Act 381 Work Plan. This escrow fee may include technical, legal, and administrative review and will be based on the complexity of the selected remedy and the extent of the Work Plan.
- 4.2.4** The City may require a reimbursement review fee through escrow for legal, financial, and administrative review, in order to verify expenses when submitting a Reimbursement Request package. This escrow fee will be based on the complexity of the request.

*Escrow account balance will be drawn down based upon the actual invoices and hourly rate of consultants, administrative professionals, and/or attorneys. This may be reimbursed through TIR in an approved Plan.



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4.2.5 If required, the Applicant will provide additional escrow for the Work Plan review and/or Reimbursement Request at the time of submittal if there are not enough funds available to complete the review. If escrow is below \$1,000, the City shall collect additional escrow funds.

5.0 Contact Information

Those interested in the Brownfield Redevelopment Program are encouraged to contact the City Manager at 269-695-3844. The office mailing address is 302 N. Redbud Trail, Buchanan, MI 49107.

Adopted by Brownfield Redevelopment Authority _____

Approved by City Commission _____

Amended _____



MEMO

To: City of Buchanan Brownfield Redevelopment Authority Board of Directors

From: Samantha Mariuz, Economic Development Manager

Cc: Tony McGhee, City Manager

Date: March 2, 2026

RE: **Adoption of Brownfield Redevelopment Authority Policies and Procedures and Project Application**

The City of Buchanan Brownfield Redevelopment Authority (BRA) has been reviewing draft Policies and Procedures and a corresponding Project Application to support the administration of the City's Brownfield Redevelopment Program. The purpose of these documents is to provide a clear and consistent framework for evaluating future brownfield redevelopment requests, documenting project eligibility, reviewing proposed eligible activities, and managing the use of tax increment financing and other brownfield-related incentives in accordance with Act 381 of 1996, as amended.

The draft Policies and Procedures establish the general policy direction and administrative process for the BRA. The document confirms that the BRA may consider Brownfield Plans for properties that qualify as "eligible property" under Act 381 and may support reimbursement of eligible activities through tax increment revenues when a project is consistent with the City's redevelopment, housing, sustainability, economic development, zoning, and master planning goals. The policies also provide guidance on eligible activities, including environmental activities, demolition, lead and asbestos abatement, infrastructure improvements, site preparation, housing development eligible activities, administrative costs, and capture for the Local Brownfield Revolving Fund.

The Policies and Procedures are intended to provide flexibility while also setting expectations for applicants. Projects will continue to be reviewed on a case-by-case basis, with consideration given to brownfield eligibility, project need, public benefit, financial feasibility, consistency with City goals, availability of public infrastructure, developer capacity, and whether the proposed project adequately addresses the brownfield conditions that support the request for assistance. The policy also recognizes that interest costs are generally not considered eligible under the City's policy, but may be evaluated by the BRA on a case-by-case basis where project financial need is demonstrated.

The draft procedures outline the typical process for accessing brownfield incentives in the City of Buchanan, beginning with submission of a Project Application. The application process is intended to provide the BRA and City staff with enough information to understand the proposed redevelopment, brownfield conditions, project costs, requested eligible activities, tax increment assumptions, development schedule, financing need, and overall brownfield approach before a formal Brownfield Plan is prepared. The process also clarifies that approval of a Project Application does not obligate the BRA or City Commission to approve a future Brownfield Plan.



MEMO

The Project Application has been prepared to correspond with the Policies and Procedures. The application requests basic applicant and project information, ownership documentation, site planning information, environmental documentation, eligible activity and tax increment tables, project budget and pro forma information, anticipated project schedule, development permit status, private investment, job creation or retention impacts, and any additional applicant disclosures. The application also includes a non-refundable application fee based on total project investment, with additional escrow review fees available where needed for technical, legal, financial, and administrative review.

The Board reviewed and discussed the draft Policies and Procedures and Project Application during workshops held on April 29, 2026 and May 5, 2026. Following those discussions, the documents are now being presented for formal action by the BRA. Adoption of these documents will help formalize the City's brownfield review process, provide clearer expectations to developers and property owners, and support consistent administration of future brownfield projects.

If adopted by the BRA, the Policies and Procedures and Project Application will be recommended to the City Commission for consideration and approval. Upon City Commission approval, the documents will serve as the City's administrative framework for future brownfield redevelopment requests, subject to future amendment as needed.

Recommended Action

Fleis & VandenBrink recommends that the City of Buchanan Brownfield Redevelopment Authority adopt the Brownfield Redevelopment Authority Policies and Procedures and Project Application and recommend approval of the same to the Buchanan City Commission.

Suggested Motion

Motion to adopt the City of Buchanan Brownfield Redevelopment Authority Policies and Procedures and Project Application, and to recommend approval of the same to the Buchanan City Commission.

Michigan Department
of Transportation
2012 (07/09)

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Bureau of Finance
and Administration, P.O. Box 30050, **Lansing, MI 48909.**
or Fax to: 517-241-2589

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____

offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this ^{act.}"

Therefore, be it resolved, that this Honorable Body designate _____

_____ as the single Street Administrator for the City or Village of

_____ in all transactions with the State Transportation Department as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the governing body of this municipality on the _____ day of _____

| | | |
|-----------------------------------|---------------|--------------|
| CITY OR VILLAGE CLERK (SIGNATURE) | EMAIL ADDRESS | DATE |
| STREET ADMINISTRATOR (SIGNATURE) | EMAIL ADDRESS | DATE |
| ADDRESS OF CITY OR VILLAGE OFFICE | | P.O.BOX |
| CITY OR VILLAGE | ZIP CODE | PHONE NUMBER |

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

| Post Date | Journal | Description | GL Number | DR Amount | CR Amount |
|------------|---------|---|--|---|-------------------|
| 05/31/2026 | AP | AALFS PETROLEUM INC. GAS AND OIL GAS AND OIL GAS AND OIL GAS AND OIL GAS AND OIL Vnd: 0336 Invoice: 5.31.26 Vnd: 0336 Invoice: 5.31.26 | Invoice: 5.31.26 Ref#: 32916(MAY 2026 FUEL CHARGES) 101-301.000-751.000 101-441.000-751.000 101-567.000-751.000 592-590.000-751.000 101-336.000-751.000 101-000.000-202.000 592-000.000-202.000 | 358.73 1,614.59 1,173.15 60.24 300.85 | 3,447.32 60.24 |
| | | Expected Check Run: 06/22/2026 | | 3,507.56 | 3,507.56 |
| 05/30/2026 | AP | ABONMARCHE CONSULTANTS, INC. CONTRACTUAL Vnd: 0202 Invoice: 164319 | Invoice: 164319 Ref#: 32866(PROJECT #: 25-1901: BUCHANAN MCCOY CREEK) 101-253.000-818.000 101-000.000-202.000 | 165.00 | 165.00 |
| | | Expected Check Run: 06/22/2026 | | 165.00 | 165.00 |
| 06/16/2026 | AP | AIR VACUUM CORPORATION MAINTENANCE - VEHICLE Vnd: 2466 Invoice: 16742 | Invoice: 16742 Ref#: 32886(NEW FILTERS FOR THE DIESEL EXHAUST SYSTE) 101-336.000-939.000 101-000.000-202.000 | 782.00 | 782.00 |
| | | Expected Check Run: 06/22/2026 | | 782.00 | 782.00 |
| 06/16/2026 | AP | AUTO ZONE, INC MISCELLANEOUS SUPPLIES Vnd: 0025 Invoice: 10926001815 | Invoice: 10926001815 Ref#: 32893(PARTS) 101-441.000-756.000 101-000.000-202.000 | 6.29 | 6.29 |
| | | Expected Check Run: 06/22/2026 | | 6.29 | 6.29 |
| 06/16/2026 | AP | BEST ONE TIRE & SERVICE MAINTENANCE - EQUIPMENT Vnd: 2080 Invoice: 4430060536 | Invoice: 4430060536 Ref#: 32890(ATM-20 FUSE REPLACEMENT TOWER TRACK) 101-567.000-933.000 101-000.000-202.000 | 422.00 | 422.00 |
| | | Expected Check Run: 06/22/2026 | | 422.00 | 422.00 |
| 06/02/2026 | AP | CINTAS CORPORATION CONTRACTUAL Vnd: 1272 Invoice: 4271113310 | Invoice: 4271113310 Ref#: 32917(SHOP TOWELS & MATS) 101-441.000-818.000 101-000.000-202.000 | 242.79 | 242.79 |
| | | Expected Check Run: 06/22/2026 | | 242.79 | 242.79 |

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

| Post Date | Journal | Description | GL Number | DR Amount | CR Amount |
|------------|---------|--|--|----------------------------|------------------|
| 06/30/2026 | AP | COLDSPRING MEMORIAL MISCELLANEOUS SUPPLIES Vnd: 0708 Invoice: RI 2545991 | Invoice: RI 2545991 Ref#: 32874 (PLAQUE HOUSE) 101-567.000-756.000 101-000.000-202.000 | 469.95 | 469.95 |
| | | Expected Check Run: 06/22/2026 | | 469.95 | 469.95 |
| 06/16/2026 | AP | COLDSPRING MEMORIAL MISCELLANEOUS SUPPLIES Vnd: 0708 Invoice: RI 2545119 | Invoice: RI 2545119 Ref#: 32875 (PLAQUE HEIERMANN) 101-567.000-756.000 101-000.000-202.000 | 469.95 | 469.95 |
| | | Expected Check Run: 06/22/2026 | | 469.95 | 469.95 |
| 06/17/2026 | AP | COMCAST BUSINESS TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE TELEPHONE, INTERNET, CABLE Vnd: 1722 Invoice: 06.03.26-07.02.26 Vnd: 1722 Invoice: 06.03.26-07.02.26 | Invoice: 06.03.26-07.02.26 Ref#: 32918 (MOTHLY CYCLE) 592-590.000-853.000 101-441.000-853.000 101-567.000-853.000 592-000.000-202.000 101-000.000-202.000 | 519.93 316.35 180.82 | 519.93 497.17 |
| | | Expected Check Run: 06/22/2026 | | 1,017.10 | 1,017.10 |
| 06/16/2026 | AP | COREWELL HEALTH MEDICAL EXAMS Vnd: 2433 Invoice: 86518377-3.6.26 | Invoice: 86518377-3.6.26 Ref#: 32884 (ALEXANDER WOOTTON - PRE-EMPLOYMENT) 101-301.000-961.000 101-000.000-202.000 | 201.00 | 201.00 |
| | | Expected Check Run: 06/22/2026 | | 201.00 | 201.00 |
| 05/31/2026 | AP | COUNTY OF BERRIEN TAX CHARGEBACKS Vnd: 1864 Invoice: 18094 | Invoice: 18094 Ref#: 32871 (2025 TAX ADJUSTMENT ADMIN FEE ONLY) 101-253.000-970.047 101-000.000-202.000 | 40.92 | 40.92 |
| | | Expected Check Run: 06/22/2026 | | 40.92 | 40.92 |
| 05/31/2026 | AP | COUNTY OF BERRIEN CONTRACTUAL TRAIL EXPENDITURES Vnd: 1864 Invoice: 18161 Vnd: 1864 Invoice: 18161 | Invoice: 18161 Ref#: 32894 (SHERIFF INMATE CREW -5.12.26 & 5.13.26) 101-441.000-818.000 401-000.000-970.031 101-000.000-202.000 401-000.000-202.000 | 180.00 180.00 | 180.00 180.00 |
| | | Expected Check Run: 06/22/2026 | | 360.00 | 360.00 |

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| Post Date | Journal | Description | GL Number | DR Amount | CR Amount |
|------------|---------|-------------------------------------|---|-----------|-----------|
| 05/31/2026 | AP | D.L. GALLIVAN OFFICE SOLUTIONS | Invoice: IN203306 Ref#: 32933(CITY HALL, WWTP, POLICE DEPT PRINTER CON) | | |
| | | MAINT. - OFFICE EQUIPMENT | 592-590.000-934.000 | 3.61 | |
| | | MAINT. - OFFICE EQUIPMENT | 101-265.000-934.000 | 15.03 | |
| | | MAINT. - OFFICE EQUIPMENT | 101-301.000-934.000 | 12.60 | |
| | | MAINT. - OFFICE EQUIPMENT | 101-265.000-934.000 | 209.63 | |
| | | TONER SHIPPING CHARGE | 101-265.000-934.000 | 13.25 | |
| | | Vnd: 2467 Invoice: IN203306 | 592-000.000-202.000 | | 3.61 |
| | | Vnd: 2467 Invoice: IN203306 | 101-000.000-202.000 | | 250.51 |
| | | Expected Check Run: 06/22/2026 | | 254.12 | 254.12 |
| 06/16/2026 | AP | DUNCAN GAST | Invoice: 6.11.26 Ref#: 32881(OUTER CARRIER - EQUIPMENT REIMBURSEMENT) | | |
| | | UNIFORMS | 101-301.000-768.000 | 193.33 | |
| | | Vnd: MISC Invoice: 6.11.26 | 101-000.000-202.000 | | 193.33 |
| | | Expected Check Run: 06/22/2026 | | 193.33 | 193.33 |
| 06/30/2026 | AP | ENTERPRISE FLEET MANAGEMENT | Invoice: 653247-060326 Ref#: 32919(FLEET LEASE & MAINTENANCE MANAGEMENT) | | |
| | | LEASE - ENTERPRISE FLEET | 101-265.000-991.001 | 471.70 | |
| | | ENTERPRISE - INTEREST EXPENSE | 101-265.000-993.005 | 106.24 | |
| | | ENTERPRISE - MAINTENANCE MANAGEMENT | 101-265.000-818.006 | 106.31 | |
| | | LEASE - ENTERPRISE FLEET | 101-301.000-991.001 | 681.47 | |
| | | ENTERPRISE - INTEREST EXPENSE | 101-301.000-993.005 | 128.27 | |
| | | ENTERPRISE - MAINTENANCE MANAGEMENT | 101-301.000-818.006 | 68.03 | |
| | | LEASE - ENTERPRISE FLEET | 101-301.000-991.001 | 681.47 | |
| | | ENTERPRISE - INTEREST EXPENSE | 101-301.000-993.005 | 128.27 | |
| | | ENTERPRISE - MAINTENANCE MANAGEMENT | 101-301.000-818.006 | 68.03 | |
| | | LEASE PAYABLE - ENTERPRISE FLEET | 592-000.000-304.000 | 843.97 | |
| | | ENTERPRISE - INTEREST EXPENSE | 592-000.000-907.000 | 188.23 | |
| | | ENTERPRISE - MAINTENANCE MANAGEMENT | 592-591.000-818.006 | 143.54 | |
| | | Vnd: 2425 Invoice: 653247-060326 | 101-000.000-202.000 | | 2,439.79 |
| | | Vnd: 2425 Invoice: 653247-060326 | 592-000.000-202.000 | | 1,175.74 |
| | | Expected Check Run: 06/22/2026 | | 3,615.53 | 3,615.53 |
| 06/16/2026 | AP | ETNA SUPPLY CO. | Invoice: S106920751.001 Ref#: 32910(SENSUS HOSTING FEE - 06.28.26-06.27) | | |
| | | PREPAID | 592-000.000-123.000 | 19,265.00 | |
| | | Vnd: 0919 Invoice: S106920751.001 | 592-000.000-202.000 | | 19,265.00 |
| | | Expected Check Run: 06/22/2026 | | 19,265.00 | 19,265.00 |
| 06/16/2026 | AP | ETNA SUPPLY CO. | Invoice: S106904159.001 Ref#: 32911(5/8' METERS X4) | | |
| | | METERS-HYDRANTS-FITTINGS | 592-591.000-729.002 | 2,240.00 | |
| | | Vnd: 0919 Invoice: S106904159.001 | 592-000.000-202.000 | | 2,240.00 |
| | | Expected Check Run: 06/22/2026 | | 2,240.00 | 2,240.00 |

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| Post Date | Journal | Description | GL Number | DR Amount | CR Amount |
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| 06/16/2026 | AP | ETNA SUPPLY CO. METERS-HYDRANTS-FITTINGS Vnd: 0919 Invoice: S106922848.002 | Invoice: S106922848.002 Ref#: 32912 (SENSUS TOUCHPADS X10) 592-591.000-729.002 592-000.000-202.002 | 100.00 | 100.00 |
| | | Expected Check Run: 06/22/2026 | | 100.00 | 100.00 |
| 06/16/2026 | AP | ETNA SUPPLY CO. METERS-HYDRANTS-FITTINGS Vnd: 0919 Invoice: S106922848.001 | Invoice: S106922848.001 Ref#: 32913 (5/8' METERS IPERL + 1,000 GAL X8) 592-591.000-729.002 592-000.000-202.002 | 1,560.00 | 1,560.00 |
| | | Expected Check Run: 06/22/2026 | | 1,560.00 | 1,560.00 |
| 06/16/2026 | AP | ETNA SUPPLY CO. METERS-HYDRANTS-FITTINGS Vnd: 0919 Invoice: S106911902.001 | Invoice: S106911902.001 Ref#: 32914 (2" METER X1) 592-591.000-729.002 592-000.000-202.002 | 2,000.00 | 2,000.00 |
| | | Expected Check Run: 06/22/2026 | | 2,000.00 | 2,000.00 |
| 05/31/2026 | AP | EXEMPLAR IT SOLUTIONS TECHNOLOGY CONTRACTUAL SERVICES Vnd: 2228 Invoice: 1985 | Invoice: 1985 Ref#: 32873 (IT SUPPORT & ADMIN -CEM. MAY 2026) 101-567.000-819.000 101-000.000-202.002 | 27.00 | 27.00 |
| | | Expected Check Run: 06/22/2026 | | 27.00 | 27.00 |
| 05/31/2026 | AP | EXEMPLAR IT SOLUTIONS TECHNOLOGY CONTRACTUAL SERVICES Vnd: 2228 Invoice: 1986 | Invoice: 1986 Ref#: 32876 (IT SUPPORT & ADMIN, HUNTRESS EDR - CITY) 101-265.000-819.000 101-000.000-202.002 | 632.24 | 632.24 |
| | | Expected Check Run: 06/22/2026 | | 632.24 | 632.24 |
| 06/01/2026 | AP | EXEMPLAR IT SOLUTIONS TECHNOLOGY CONTRACTUAL SERVICES TECHNOLOGY CONTRACTUAL SERVICES TECHNOLOGY CONTRACTUAL SERVICES TECHNOLOGY CONTRACTUAL SERVICES Vnd: 2228 Invoice: 1971 Vnd: 2228 Invoice: 1971 | Invoice: 1971 Ref#: 32877 (JUNE 2026 PSP, KEEPER BUSINESS, AVANAN E) 101-265.000-819.000 592-590.000-819.000 592-591.000-819.000 101-265.000-819.000 101-000.000-202.000 592-000.000-202.002 | 475.00 237.50 237.50 456.31 | 931.31 475.00 |
| | | Expected Check Run: 06/22/2026 | | 1,406.31 | 1,406.31 |
| 05/31/2026 | AP | EXEMPLAR IT SOLUTIONS TECHNOLOGY CONTRACTUAL SERVICES Vnd: 2228 Invoice: 1988 | Invoice: 1988 Ref#: 32878 (IT SUPPORT & ADMIN, DUO ESSENTIALS & HUN) 101-301.000-819.000 101-000.000-202.002 | 1,500.50 | 1,500.50 |
| | | Expected Check Run: 06/22/2026 | | 1,500.50 | 1,500.50 |

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| Post Date | Journal | Description | GL Number | DR Amount | CR Amount |
|------------|---------|---|---|-----------|-----------|
| 05/31/2026 | AP | EXEMPLAR IT SOLUTIONS TECHNOLOGY CONTRACTUAL SERVICES Vnd: 2228 Invoice: 1987 | Invoice: 1987 Ref#: 32879(IT SUPPORT & ADMIN CJIS - PD MAY 2026) 101-301.000-819.000 101-000.000-202.000 | 553.50 | 553.50 |
| | | Expected Check Run: 06/22/2026 | | 553.50 | 553.50 |
| 06/16/2026 | AP | EXEMPLAR IT SOLUTIONS TECHNOLOGY EQUIP. SUPPLIES Vnd: 2228 Invoice: 1995 | Invoice: 1995 Ref#: 32880(SEAGATE SKYHAWK 16TB - REPLACEMENT FOR F) 101-301.000-756.003 101-000.000-202.000 | 642.00 | 642.00 |
| | | Expected Check Run: 06/22/2026 | | 642.00 | 642.00 |
| 05/31/2026 | AP | EXEMPLAR IT SOLUTIONS TECHNOLOGY CONTRACTUAL SERVICES Vnd: 2228 Invoice: 1991 | Invoice: 1991 Ref#: 32891(IT SUPPORT & ADMIN & HUNTRESS EDR- DPW M) 101-441.000-819.000 101-000.000-202.000 | 42.00 | 42.00 |
| | | Expected Check Run: 06/22/2026 | | 42.00 | 42.00 |
| 05/31/2026 | AP | EXEMPLAR IT SOLUTIONS TECHNOLOGY CONTRACTUAL SERVICES Vnd: 2228 Invoice: 1989 | Invoice: 1989 Ref#: 32897(MAY 2026 IT SUPPORT & ADMIN, HUNTRESS ED) 592-590.000-819.000 592-000.000-202.000 | 123.50 | 123.50 |
| | | Expected Check Run: 06/22/2026 | | 123.50 | 123.50 |
| 05/31/2026 | AP | EXEMPLAR IT SOLUTIONS TECHNOLOGY CONTRACTUAL SERVICES Vnd: 2228 Invoice: 1992 | Invoice: 1992 Ref#: 32909(MAY 2026 IT SUPPORT & ADMIN, HUNTRESS ED) 592-591.000-819.000 592-000.000-202.000 | 14.00 | 14.00 |
| | | Expected Check Run: 06/22/2026 | | 14.00 | 14.00 |
| 06/16/2026 | AP | FERGUSON WATERWORKS #1934 CAPITAL OUTLAY Vnd: 1536 Invoice: 0468196 | Invoice: 0468196 Ref#: 32906(COMP FEED TAP KIT) 592-590.000-971.000 592-000.000-202.000 | 2,975.20 | 2,975.20 |
| | | Expected Check Run: 06/22/2026 | | 2,975.20 | 2,975.20 |
| 06/16/2026 | AP | FERGUSON WATERWORKS #1934 MAINTENANCE - SYSTEM Vnd: 1536 Invoice: 0470342 | Invoice: 0470342 Ref#: 32907(COUPPLINGS) 592-591.000-938.000 592-000.000-202.000 | 865.33 | 865.33 |
| | | Expected Check Run: 06/22/2026 | | 865.33 | 865.33 |

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| Post Date | Journal | Description | GL Number | DR Amount | CR Amount |
|------------|---------|---|--|---|-----------------|
| 06/16/2026 | AP | FIRE SERVICE INC. MAINTENANCE - VEHICLE Vnd: 1251 Invoice: ST-27387 | Invoice: ST-27387 Ref#: 32885 (REPAIR TO ENGINE 4621 PARKING BRAKE SWIT) 101-336.000-939.000 101-000.000-202.000 | 551.25 | 551.25 |
| | | Expected Check Run: 06/22/2026 | | 551.25 | 551.25 |
| 05/31/2026 | AP | FLEIS & VANDENBRINK CONTRACTUAL Vnd: 2447 Invoice: 78057 | Invoice: 78057 Ref#: 32872 (PROJECT #: 875750 BROWNFIELD REDEVELOPME) 101-101.000-818.000 101-000.000-202.000 | 2,368.58 | 2,368.58 |
| | | Expected Check Run: 06/22/2026 | | 2,368.58 | 2,368.58 |
| 05/31/2026 | AP | GEOTAB USA INC. WWTP POLICE WATER CEMETERY DPW POOL Vnd: 2424 Invoice: IN492456 Vnd: 2424 Invoice: IN492456 | Invoice: IN492456 Ref#: 32920 (MONTHLY GEOTAB FEE -MAY 2026) 592-590.000-818.000 101-301.000-818.000 592-591.000-818.000 101-567.000-818.000 101-441.000-818.000 101-265.000-818.000 592-000.000-202.000 101-000.000-202.000 | 41.00 102.50 41.00 41.00 82.00 20.50 | 82.00 246.00 |
| | | Expected Check Run: 06/22/2026 | | 328.00 | 328.00 |
| 06/16/2026 | AP | GUY EDWARD LEWIS TRAVEL & CAR ALLOWANCE Vnd: 0023 Invoice: 05.01.26-06.16.26 | Invoice: 05.01.26-06.16.26 Ref#: 32934 (MILEAGE REIMBURSEMENT) 101-700.000-873.000 101-000.000-202.000 | 111.65 | 111.65 |
| | | Expected Check Run: 06/22/2026 | | 111.65 | 111.65 |

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| Post Date | Journal | Description | GL Number | DR Amount | CR Amount |
|------------|---------|---|---------------------|-----------|-----------|
| 05/31/2026 | AP | HONOR CREDIT UNION | | | |
| | | 3 LUNCH MEETINGS | 101-172.000-962.000 | 204.53 | |
| | | CHAT GPT SUBSCRIPTION | 101-172.000-818.000 | 50.00 | |
| | | MICROSOFT LICENSES - CITY HALL 10 | 101-265.000-818.000 | 150.00 | |
| | | MICROSOFT LICENSES - PD 13 | 101-301.000-818.000 | 195.00 | |
| | | MICROSOFT LICENSES - WWTP 3 | 592-590.000-818.000 | 45.00 | |
| | | MICROSOFT LICENSES - WATER 2 | 592-591.000-818.000 | 30.00 | |
| | | MICROSOFT LICENSES -CEMETERY 2 | 101-567.000-818.000 | 30.00 | |
| | | MICROSOFT LICENSES - DPW 2 | 101-441.000-818.000 | 30.00 | |
| | | MICROSOFT LICENSES - FD 4 | 101-336.000-818.000 | 60.00 | |
| | | MICROSOFT LICENSES -DDA 8 | 101-265.000-818.000 | 57.60 | |
| | | MICROSOFT LICENSES -CALEB | 101-265.000-819.000 | 7.20 | |
| | | MICROSOFT LICENSES -CEMETERY 1 | 101-567.000-818.000 | 7.20 | |
| | | MICROSOFT LICENSES - WWTP 1 | 592-590.000-818.000 | 7.20 | |
| | | MICROSOFT LICENSES - TREE FRIENDS | 101-761.006-818.000 | 7.20 | |
| | | MICROSOFT LICENSES - COMMISSION 5 | 101-101.000-818.000 | 36.00 | |
| | | MICROSOFT LICENSES - FD 5 | 101-336.000-818.000 | 36.00 | |
| | | MICROSOFT LICENSES - WATER 3 | 592-591.000-818.000 | 21.60 | |
| | | MICROSOFT LICENSES - UNUSED & AVAIL. X3 | 101-265.000-818.000 | 21.60 | |
| | | MULCH FOR PARK CLEAN UP | 101-755.000-756.000 | 105.58 | |
| | | Vnd: 1948 Invoice: 05.31.26-2199 | 101-000.000-202.000 | | 997.91 |
| | | Vnd: 1948 Invoice: 05.31.26-2199 | 592-000.000-202.000 | | 103.80 |
| | | Expected Check Run: 06/22/2026 | | 1,101.71 | 1,101.71 |
| 05/31/2026 | AP | HONOR CREDIT UNION | | | |
| | | WEBSITE | 101-761.002-857.000 | 21.24 | |
| | | SETMORE - RENTAL INSP. | 101-700.000-818.000 | 180.00 | |
| | | BUSINESS CARDS - POEHNER | 101-336.000-728.000 | 26.48 | |
| | | Vnd: 1948 Invoice: 05.31.26-8531 | 101-000.000-202.000 | | 227.72 |
| | | Expected Check Run: 06/22/2026 | | 227.72 | 227.72 |
| 05/31/2026 | AP | HONOR CREDIT UNION | | | |
| | | VONAGE | 101-301.000-853.000 | 416.28 | |
| | | HUANG TEAM SCHOOL LIAISON PROGRAM | 101-301.000-960.000 | 495.00 | |
| | | BACKGROUND CHECKS | 101-301.000-818.003 | 40.00 | |
| | | TWO-WAY RADIOS X10 FOR RESERVES | 101-301.000-970.050 | 286.09 | |
| | | Vnd: 1948 Invoice: 05.31.26-5784 | 101-000.000-202.000 | | 1,237.37 |
| | | Expected Check Run: 06/22/2026 | | 1,237.37 | 1,237.37 |
| 05/31/2026 | AP | HONOR CREDIT UNION | | | |
| | | PRIME | 101-265.000-818.000 | 14.99 | |
| | | SUMMER 26' CONFERENCE - MDA | 101-700.000-831.000 | 300.00 | |
| | | MEMBERSHIP - MDA | 101-700.000-831.000 | 250.00 | |
| | | Vnd: 1948 Invoice: 05.31.26-0648 | 101-000.000-202.000 | | 564.99 |
| | | Expected Check Run: 06/22/2026 | | 564.99 | 564.99 |

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| 05/31/2026 | AP | HONOR CREDIT UNION | Invoice: 05.31.26-0448 Ref#: 32925(MAY 2026 CC CHARGES - CITY CARD #1) | | |
| | | SURGE PROTECTOR REPLACEMENT | 101-301.000-756.000 | 83.99 | |
| | | CLANTON LEATHER PATCH | 101-336.000-768.000 | 67.00 | |
| | | PROPANE TANK | 101-441.000-751.000 | 13.10 | |
| | | TECHNOLOGY EQUIP. SUPPLIES | 101-301.000-756.003 | 37.14 | |
| | | RECEIPT BOOKS | 101-761.002-756.000 | 19.99 | |
| | | Vnd: 1948 Invoice: 05.31.26-0448 | 101-000.000-202.000 | | 221.22 |
| | | Expected Check Run: 06/22/2026 | | | |
| | | | | 221.22 | 221.22 |
| 05/31/2026 | AP | HONOR CREDIT UNION | Invoice: 05.31.26-6104 Ref#: 32926(MAY 2026 CC CHARGES - BAKER) | | |
| | | FLAG POLE POCKETS | 101-441.000-756.000 | 150.00 | |
| | | RAILWAY SIGNS | 101-441.000-756.000 | 290.61 | |
| | | Vnd: 1948 Invoice: 05.31.26-6104 | 101-000.000-202.000 | | 440.61 |
| | | Expected Check Run: 06/22/2026 | | | |
| | | | | 440.61 | 440.61 |
| 05/31/2026 | AP | INDIANA MICHIGAN POWER COMPANY | Invoice: 5.31.26 Ref#: 32936(MAY 2026 POWER USAGE) | | |
| | | UTILITIES | 101-761.003-921.000 | 72.09 | |
| | | UTILITIES | 101-301.000-921.000 | 461.81 | |
| | | UTILITIES | 101-441.000-921.000 | 807.12 | |
| | | UTILITIES | 101-336.000-921.000 | 23.31 | |
| | | UTILITIES | 101-761.005-921.000 | 75.39 | |
| | | UTILITIES | 592-591.000-921.000 | 2,264.36 | |
| | | UTILITIES | 101-265.000-921.000 | 2,857.32 | |
| | | UTILITIES | 592-590.000-921.000 | 6,182.92 | |
| | | UTILITIES | 101-761.004-921.000 | 101.86 | |
| | | UTILITIES | 101-755.000-921.000 | 44.10 | |
| | | Vnd: 0131 Invoice: 5.31.26 | 101-000.000-202.000 | | 4,443.00 |
| | | Vnd: 0131 Invoice: 5.31.26 | 592-000.000-202.000 | | 8,447.28 |
| | | Expected Check Run: 06/22/2026 | | | |
| | | | | 12,890.28 | 12,890.28 |
| 06/30/2026 | AP | INDIANA MICHIGAN POWER COMPANY | Invoice: 06.30.26 Ref#: 32937(JUNE 2026 USAGE) | | |
| | | STREET LIGHTING | 101-441.000-926.000 | 1,177.48 | |
| | | UTILITIES | 202-474.000-921.000 | 131.99 | |
| | | UTILITIES | 592-590.000-921.000 | 667.82 | |
| | | UTILITIES | 592-591.000-921.000 | 264.71 | |
| | | UTILITIES | 101-336.000-921.000 | 300.78 | |
| | | UTILITIES | 101-265.000-921.000 | 1,048.55 | |
| | | UTILITIES | 101-441.000-921.000 | 1,613.64 | |
| | | Vnd: 0131 Invoice: 06.30.26 | 101-000.000-202.000 | | 4,140.45 |
| | | Vnd: 0131 Invoice: 06.30.26 | 202-000.000-202.000 | | 131.99 |
| | | Vnd: 0131 Invoice: 06.30.26 | 592-000.000-202.000 | | 932.53 |
| | | Expected Check Run: 06/22/2026 | | | |
| | | | | 5,204.97 | 5,204.97 |

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|------------|---------|--|--|-----------|-----------|
| 05/31/2026 | AP | KRUGGEL LAWTON CPA AUDIT Vnd: 2145 Invoice: 403388 | Invoice: 403388 Ref#: 32870 (PROGRESS BILL FOR ANNUAL AUDIT 6/30/26 -) 101-253.000-807.000 101-000.000-202.000 | 2,900.00 | 2,900.00 |
| | | Expected Check Run: 06/22/2026 | | 2,900.00 | 2,900.00 |
| 06/16/2026 | AP | LOWE'S MISCELLANEOUS SUPPLIES Vnd: 0229 Invoice: 986914 | Invoice: 986914 Ref#: 32888 (CARDBOARD SHEETS, S. CAMERA DECAL, BLK/W) 101-336.000-756.000 101-000.000-202.000 | 74.44 | 74.44 |
| | | Expected Check Run: 06/22/2026 | | 74.44 | 74.44 |
| 06/16/2026 | AP | LOWE'S MISCELLANEOUS SUPPLIES Vnd: 0229 Invoice: 994527 | Invoice: 994527 Ref#: 32892 (CYPRESS MULCH - PARK CLEAN UP) 101-755.000-756.000 101-000.000-202.000 | 130.08 | 130.08 |
| | | Expected Check Run: 06/22/2026 | | 130.08 | 130.08 |
| 06/16/2026 | AP | MODERN MARKETING COMMUNITY POLICING Vnd: 2465 Invoice: MMI169120 | Invoice: MMI169120 Ref#: 32882 (BADGE STICKERS FOR PD) 101-301.000-886.000 101-000.000-202.000 | 588.05 | 588.05 |
| | | Expected Check Run: 06/22/2026 | | 588.05 | 588.05 |
| 06/16/2026 | AP | NAPA AUTO PARTS EQUIPMENT MAINT SUPPLIES Vnd: 2315 Invoice: 814561 | Invoice: 814561 Ref#: 32902 (FUEL & OIL FILTER) 592-591.000-758.000 592-000.000-202.000 | 121.57 | 121.57 |
| | | Expected Check Run: 06/22/2026 | | 121.57 | 121.57 |
| 06/16/2026 | AP | NAPA AUTO PARTS EQUIPMENT MAINT SUPPLIES Vnd: 2315 Invoice: 814655 | Invoice: 814655 Ref#: 32903 (OIL FILTER) 592-591.000-758.000 592-000.000-202.000 | 61.74 | 61.74 |
| | | Expected Check Run: 06/22/2026 | | 61.74 | 61.74 |
| 06/16/2026 | AP | NAPA AUTO PARTS EQUIPMENT MAINT SUPPLIES Vnd: 2315 Invoice: 814562 | Invoice: 814562 Ref#: 32904 (FUEL & OIL FILTERS) 592-591.000-758.000 592-000.000-202.000 | 122.53 | 122.53 |
| | | Expected Check Run: 06/22/2026 | | 122.53 | 122.53 |

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|------------|---------|--|---|---|-----------------|
| 06/16/2026 | AP | NORTH CENTRAL LABORATORIES LAB SUPPLIES Vnd: 0143 Invoice: 536612 | Invoice: 536612 Ref#: 32895 (NCL-882 BROTH, B-12D, AMMONIA TEST TUBES) 592-590.000-757.000 592-000.000-202.000 | 653.74 | 653.74 |
| | | Expected Check Run: 06/22/2026 | | 653.74 | 653.74 |
| 06/16/2026 | AP | PAYNES EXCAVATING, LLC MATERIAL FOR EXCAVATION FILLS Vnd: 0857 Invoice: 6.11.26 | Invoice: 6.11.26 Ref#: 32901 (TOP SOIL) 592-591.000-756.006 592-000.000-202.000 | 400.00 | 400.00 |
| | | Expected Check Run: 06/22/2026 | | 400.00 | 400.00 |
| 06/17/2026 | AP | PITNEY BOWES POSTAGE POSTAGE POSTAGE POSTAGE POSTAGE BANK FEES AND CHARGES Vnd: 2391 Invoice: 5.31.26 Vnd: 2391 Invoice: 5.31.26 | Invoice: 5.31.26 Ref#: 32928 (POSTAGE CHARGED- MAY & JUNE 2026) 101-253.000-730.000 101-301.000-730.000 592-591.000-730.000 101-262.000-730.000 101-700.000-730.000 101-253.000-956.000 101-000.000-202.000 592-000.000-202.000 | 71.67 51.80 20.72 39.53 16.28 5.00 | 184.28 20.72 |
| | | Expected Check Run: 06/22/2026 | | 205.00 | 205.00 |
| 06/16/2026 | AP | POLYDYNE, INC. CHEMICALS Vnd: 0314 Invoice: 2036900 | Invoice: 2036900 Ref#: 32896 (CLARIFLOC C-6286 WWTP X4) 592-590.000-743.000 592-000.000-202.000 | 3,334.86 | 3,334.86 |
| | | Expected Check Run: 06/22/2026 | | 3,334.86 | 3,334.86 |
| 06/16/2026 | AP | PRINTING SYSTEMS OFFICE SUPPLIES Vnd: 1799 Invoice: 241977 | Invoice: 241977 Ref#: 32868 (AV BALLOT RETURN & OUTER ENVELOPES) 101-262.000-728.000 101-000.000-202.000 | 321.77 | 321.77 |
| | | Expected Check Run: 06/22/2026 | | 321.77 | 321.77 |
| 03/31/2026 | AP | PRINTING SYSTEMS OFFICE SUPPLIES Vnd: 1799 Invoice: 241061 | Invoice: 241061 Ref#: 32869 (AV BALLOT SECRECY ENVELOPES (PRIMARY & G)) 101-262.000-728.000 101-000.000-202.000 | 163.46 | 163.46 |
| | | Expected Check Run: 06/22/2026 | | 163.46 | 163.46 |

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

| Post Date | Journal | Description | GL Number | DR Amount | CR Amount |
|------------|---------|---|--|--|--------------------|
| 06/17/2026 | AP | RON DEFREEZ UNIFORMS Vnd: 1001 Invoice: 6.14.26 | Invoice: 6.14.26 Ref#: 32915 (BOOT & UNIFORM REIMBURSEMENT FY 25-26) 101-441.000-768.000 101-000.000-202.000 | 400.00 | 400.00 |
| | | Expected Check Run: 06/22/2026 | | 400.00 | 400.00 |
| 06/16/2026 | AP | S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0175765-IN | Invoice: 0175765-IN Ref#: 32898 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000 | 388.25 | 388.25 |
| | | Expected Check Run: 06/22/2026 | | 388.25 | 388.25 |
| 06/16/2026 | AP | S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0175809-IN | Invoice: 0175809-IN Ref#: 32899 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000 | 388.25 | 388.25 |
| | | Expected Check Run: 06/22/2026 | | 388.25 | 388.25 |
| 06/16/2026 | AP | S.E BERRIEN COUNTY LANDFILL SOLIDS HANDLING & DISPOSAL Vnd: 1746 Invoice: 0175854-IN | Invoice: 0175854-IN Ref#: 32900 (SLUDGE DISPOSAL) 592-590.000-936.000 592-000.000-202.000 | 388.25 | 388.25 |
| | | Expected Check Run: 06/22/2026 | | 388.25 | 388.25 |
| 05/31/2026 | AP | SEMCO ENERGY ACCT 0157168.501 ACCT 0157576.500 ACCT 0359411.500 ACCT 0374061.500 ACCT 0158995.500 ACCT 0348966.501 ACCT 0157440.501 ACCT 0156522.501 BANK FEES AND CHARGES Vnd: 0459 Invoice: 05.01.26-06.02.26 Vnd: 0459 Invoice: 05.01.26-06.02.26 | Invoice: 05.01.26-06.02.26 Ref#: 32931 (GAS ENERGY USAGE) 101-301.000-921.000 101-336.000-921.000 101-761.003-921.000 592-590.000-921.000 101-265.000-921.000 592-591.000-921.000 101-761.004-921.000 101-441.000-921.000 101-253.000-956.000 101-000.000-202.000 592-000.000-202.000 | 213.98 143.91 39.48 274.74 390.91 21.73 126.29 335.59 3.50 | 1,253.66 296.47 |
| | | Expected Check Run: 06/22/2026 | | 1,550.13 | 1,550.13 |
| 06/16/2026 | AP | SOUTHWESTERN SUPPLY CORP EQUIPMENT MAINT SUPPLIES Vnd: 1847 Invoice: 303397 | Invoice: 303397 Ref#: 32905 (BLOCK HEATER HOSE FOR GENERATOR) 592-590.000-758.000 592-000.000-202.000 | 40.31 | 40.31 |
| | | Expected Check Run: 06/22/2026 | | 40.31 | 40.31 |

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| Post Date | Journal | Description | GL Number | DR Amount | CR Amount |
|------------|---------|---|--|-----------|-----------|
| 06/16/2026 | AP | SPECTRUM WIRELESS RADIO MAINTENANCE Vnd: 2441 Invoice: 32896 | Invoice: 32896 Ref#: 32887 (REPAIR TO 2 800MHZ PAGERS) 101-336.000-851.000 101-000.000-202.000 | 429.02 | 429.02 |
| | | Expected Check Run: 06/22/2026 | | 429.02 | 429.02 |
| 06/16/2026 | AP | STAR UNIFORM UNIFORMS Vnd: 1358 Invoice: 56385-2 | Invoice: 56385-2 Ref#: 32883 (REPLACE UNIFORM PANTS FOR OFC. HUANG - C) 101-301.000-768.000 101-000.000-202.000 | 30.00 | 30.00 |
| | | Expected Check Run: 06/22/2026 | | 30.00 | 30.00 |
| 05/31/2026 | AP | SUNRISE CLEANING, LLC CONTRACTUAL Vnd: 2360 Invoice: 4654 | Invoice: 4654 Ref#: 32930 (CITY HALL CLEANING SERVICES 5.2.26-6.6.2) 101-265.000-818.000 101-000.000-202.000 | 1,080.00 | 1,080.00 |
| | | Expected Check Run: 06/22/2026 | | 1,080.00 | 1,080.00 |
| 05/31/2026 | AP | SWM INSPECTIONS, LLC ELECTRICAL PERMITS Vnd: 2456 Invoice: 004 | Invoice: 004 Ref#: 32929 (ELECTRICAL PERMITS - MAY 2026) 701-000.000-491.000 701-000.000-202.000 | 456.00 | 456.00 |
| | | Expected Check Run: 06/22/2026 | | 456.00 | 456.00 |
| 06/16/2026 | AP | THE UPS STORE POSTAGE Vnd: 0269 Invoice: 6.2.26 | Invoice: 6.2.26 Ref#: 32908 (WATER SAMPLES) 592-591.000-730.000 592-000.000-202.000 | 66.55 | 66.55 |
| | | Expected Check Run: 06/22/2026 | | 66.55 | 66.55 |
| 06/17/2026 | AP | THE UPS STORE POSTAGE Vnd: 0269 Invoice: 6.17.26 | Invoice: 6.17.26 Ref#: 32927 (WATER SAMPLES - LEAD/COPPER - EVERY 3 YE) 592-591.000-730.000 592-000.000-202.000 | 128.04 | 128.04 |
| | | Expected Check Run: 06/22/2026 | | 128.04 | 128.04 |
| 06/15/2026 | AP | VFP FIRE SYSTEM MAINTENANCE - GROUNDS Vnd: 0651 Invoice: 1025-F491867 | Invoice: 1025-F491867 Ref#: 32867 (PEARS MILL ANNUAL INSPECTION - SPRINKL) 101-761.005-932.000 101-000.000-202.000 | 400.00 | 400.00 |
| | | Expected Check Run: 06/22/2026 | | 400.00 | 400.00 |

PROOF ONLY - JOURNAL ENTRIES NOT CREATED

| Post Date | Journal | Description | GL Number | DR Amount | CR Amount |
|------------------------------|---------|--------------------------------|---------------------|-----------|-----------|
| 05/31/2026 | AP | VITAL RECORDS CONTROL | | | |
| | | CONTRACTUAL | | | |
| | | Vnd: 0595 Invoice: 6545842 | | | |
| | | | 101-265.000-818.000 | 158.85 | |
| | | | 101-000.000-202.000 | | 158.85 |
| | | Expected Check Run: 06/22/2026 | | | |
| | | | | 158.85 | 158.85 |
| 06/16/2026 | AP | WELDY SALES AND SERVICE | | | |
| | | MISCELLANEOUS SUPPLIES | | | |
| | | GAS AND OIL | | | |
| | | Vnd: 1763 Invoice: 36942 | | | |
| | | | 101-441.000-756.000 | 29.48 | |
| | | | 101-441.000-751.000 | 18.49 | |
| | | | 101-000.000-202.000 | | 47.97 |
| | | Expected Check Run: 06/22/2026 | | | |
| | | | | 47.97 | 47.97 |
| | | | | 85,971.33 | 85,971.33 |
| Cash/Payable Account Totals: | | | | | |
| | | ACCOUNTS PAYABLE | 101-000.000-202.000 | | 37,848.90 |
| | | ACCOUNTS PAYABLE | 202-000.000-202.000 | | 131.99 |
| | | ACCOUNTS PAYABLE | 401-000.000-202.000 | | 180.00 |
| | | ACCOUNTS PAYABLE | 592-000.000-202.000 | | 47,354.44 |
| | | ACCOUNTS PAYABLE | 701-000.000-202.000 | | 456.00 |
| | | TOTAL INCREASE IN PAYABLE: | | | 85,971.33 |