

REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, MARCH 14, 2022 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

AGENDA

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

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

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

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

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

I. Call to Order

II. Recognition

III. Pledge of Allegiance

IV. Roll Call

V. Approve Agenda

VI. Open Public Hearing

A. The purpose of the Public Hearing is for the City Commission to receive public comment regarding the submittal of a Michigan Department of Natural Resources (DNR) Michigan Natural Resources Trust Fund (MNRTF) grant application to fund the McCoy’s Creek Trail Extension Project in Buchanan.

VII. Close Public Hearing

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

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

A. Consider Approving Expenditures for March 14, 2022, in the amount of \$231,691.03

B. Consider Approving Regular Meeting Minutes for February 28th, 2022.

C. Consider Accepting Staff Activity Reports.

X. Scheduled Matters from the Floor (if any)

A. Prein & Newhof update on Downtown Reconstruction and Wellhouse and Treatment Facility Projects.

B. Mike Summers would like to propose the use of Golf Carts in the City of Buchanan.

XI. Reports by: Departments, Committees, Boards

A. Community Development Director Report- Rich Murph- Consider Resolution No. 2022.03/425 of Support for Local Match for DNR MNRTF Grant for the McCoy's Creek Trail Extension.

B. Chamber Executive Director/ Main Street Manager, Ashley Regal

1. Consider Michigan Main Street Board of Directors Applications recommended by the Buchanan Area Chamber of Commerce Board of Directors.

Tracy Dippo (BACC Board Representative; position to be filled upon a vacancy), Jennifer Moutsatson Garry, Randy Hendrixson, Anthony "Tony" Houser, April Jonatzke, Amanda Miller Kelley, Ulrike McCarty, Elizabeth Martin, Meg Paulette, John Shaver, Ann Tuite, Kathy Virgil, Mark Weedon.

2. Common Rental Draft Policy.

C. Treasurer's Report- Stephanie Powers will provide the Commission with a brief update.

D. Board Appointments- Consider an appointment of John Shaver to The Buchanan Tree Friends, who was recommended and approved by the Buchanan Tree Friends on February 9th.

XII. Unfinished Business

A. Seconded reading and consideration of Ordinance 2022.02/428 - Ordinance for Land Development Policy.

B. Second reading and consideration of Ordinance 2022.02/429- Food Truck Ordinance

C. Berrien County Trail Master Plan

XIII. New Business

A. First reading of ordinance 2022.03/430- IPMC Adoption Ordinance, Property Maintenance Code

B. USDA bond work contract for legal services.

C. Closed Session- matters subject to attorney-client privilege and to discuss the potential purchase of real property.

D. Consider taking action based on Closed Session Discussions.

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

A. 2022 Oakridge Cemetery Clean Up- Remove all decorations by April 1; Maintenance clean-up: April 4 thru April 14; New Decorations: April 15th. If you have a loved one interned at the Veteran's Circle, we are asking you to please read the Rules and Regulations Regarding the Veteran's Circle that is available on the City Website.

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

XVI. Executive Comments

A. City Manager Comments

B. Commissioner Comments

C. Mayor Comments

XVII. Adjourn



PUBLISHED: 2/24/2022

Berrien County Record

**NOTICE OF PUBLIC HEARING
CITY OF BUCHANAN
City Commission**

The City of Buchanan is considering a Michigan Department of Natural Resources (DNR) Michigan Natural Resources Trust Fund (MNRTF) grant application to fund the McCoy's Creek Trail Extension in Buchanan.

A Public Hearing has been set for Monday, March 14, 2022, at 7:00 p.m. at Buchanan City Hall, 302 N. Redbud Trail, Buchanan, Michigan 49107. The purpose of the Public Hearing is for the City Commission to receive public comment regarding the submittal of a Michigan Department of Natural Resources (DNR) Michigan Natural Resources Trust Fund (MNRTF) grant application to fund the McCoy's Creek Trail Extension Project in Buchanan

The McCoy's Creek Trail Extension Project is the development of an approximately 0.7-mile extension of the existing McCoy's Creek Trail, an existing non-motorized walking, biking, and running trail in Buchanan. The project will extend the existing McCoy's Creek Trail from EB Clark Woods to Walton Road over St. Joseph River bridge and to River St. Joe Brewery in the City of Buchanan and the Township of Buchanan in Berrien County.

Parties seeking visual or audio accommodation may contact Clerk Kalla Langston at (269) 695-3844, or via email at clerk@cityofbuchanan.com preferably with as much advance notice as possible, so that suitable arrangements can be made to help make needed accommodations.

Written comments may also be submitted in advance of the meeting to Community Development Director Richard Murphy either by delivery to Buchanan City Hall, or via email to rmurphy@cityofbuchanan.com.

Richard Murphy
Community Development Director

Kalla Langston
City Clerk

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
63452 23429	AAYS EVENT RENTALS THRILL ON THE HILL 6 TABLES WITH 101-101.000-885.000	02/28/2022 CBAHAM PUBLIC RELATIONS	03/14/2022	539.40 539.40	539.40	Open	Y 03/04/2022
MUPLTIPLE 23479	AMAZON CAPITAL SERVICES, INC PROJECTOR SCREEN, CANDY FOR 101-101.000-885.000 101-301.000-886.000 101-172.000-962.000	01/01/2022 CBAHAM PUBLIC RELATIONS COMMUNITY POLICING MISCELLANEOUS	02/01/2022	851.01 738.86 73.85 38.30	851.01	Open	Y 03/06/2022
022222 23442	ANGELINA HERMAN CITY CENTER RENTAL REFUND \$50.00 101-000.000-674.000	02/22/2022 CBAHAM BUCHANAN REDBUD CITY CENTER	03/14/2022	50.00 50.00	50.00	Open	Y 03/06/2022
030422 23487	ANN TUIITE TREE FRIENDS BROCHURES & INSERTS 701-000.000-250.091	03/04/2022 CBAHAM BUCHANAN TREE FRIENDS	03/14/2022	294.90 294.90	294.90	Open	Y 03/07/2022
21722 23430	BERRIEN COUNTY RECORD NOTICE MCCOY CREEK GRANT & BOR 2022 101-215.000-903.000	02/25/2022 CBAHAM LEGAL NOTICES & RECORDINGS	03/14/2022	150.00 150.00	150.00	Open	Y 03/04/2022
022422 23432	BERRIEN COUNTY RECORD PUBLIC HEARING NOTICE - GRANT TRAIL 101-215.000-903.000	02/24/2022 CBAHAM LEGAL NOTICES & RECORDINGS	03/14/2022	42.00 42.00	42.00	Open	Y 03/04/2022
1 23513	BURNS TERRY STEEP FOR DUMPTRAILER REPAIR 101-441.000-939.000	03/06/2022 CBAHAM MAINTENANCE - VEHICLE	03/14/2022	45.00 45.00	45.00	Open	Y 03/08/2022
030122 23495	CNA SURETY DIRECT BILL NOTARY BOND PAYMENT FOR COURTNEY 101-253.000-818.000	03/01/2022 CBAHAM CONTRACTUAL	03/01/2022	55.00 55.00	55.00	Open	Y 03/07/2022
451024 23512	CO-ALLIANCE LLP - BUCHANAN GREASE/HYDRAULIC FLUID/ DIESEL 101-441.000-939.000	02/26/2022 CBAHAM MAINTENANCE - VEHICLE	03/14/2022	1,596.50 1,596.50	1,596.50	Open	Y 03/08/2022

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN
 EXP CHECK RUN DATES 03/14/2022 - 03/14/2022
 JOURNALIZED
 OPEN

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
021222-2 23436	COMCAST BUSINESS MONTHLY BILLING CYCLE FOR 2/16/22 501-591.000-853.000 501-590.000-853.000	02/12/2022 CBAHAM	03/05/2022	525.61 299.70 225.91	525.61	Open	Y 03/06/2022
020322-030222 23496	COMCAST BUSINESS MONTHLY BILLING FOR FEB 2022 101-336.000-853.000	02/01/2022 CBAHAM	03/14/2022	368.67 368.67	368.67	Open	Y 03/07/2022
030422-040322 23504	COMCAST BUSINESS MONTHLY BILLING CYCLE FOR MARCH 2022 101-371.001-853.000	02/27/2022 CBAHAM	03/20/2022	206.72 206.72	206.72	Open	Y 03/08/2022
030122-033122 23505	COMCAST BUSINESS MONTHLY BILLING FOR MARCH 2022 101-301.000-853.000	02/27/2022 CBAHAM	03/20/2022	426.00 426.00	426.00	Open	Y 03/08/2022
1502-R-0008 23433	CUSTOM COMPUTER COMPANY LLC MISC COMPUTER UPDATES FOR CITY 101-265.000-818.000	02/24/2022 CBAHAM	03/03/2022	500.00 500.00	500.00	Open	Y 03/06/2022
1579-R-0006 23434	CUSTOM COMPUTER COMPANY LLC MISC. COMPUTER UPDATES FOR THE MONTH 101-265.000-818.000	02/24/2022 CBAHAM	03/14/2022	750.00 750.00	750.00	Open	Y 03/06/2022
1256791 23437	DASH MEDICAL 10 BOXES OF BLACK MEDICAL GLOVES 101-301.000-756.000	02/17/2022 CBAHAM	03/19/2022	163.90 163.90	163.90	Open	Y 03/06/2022
91381 23440	FAB-N-WELD SPARE UV SCREEN 501-590.000-931.000	02/17/2022 CBAHAM	03/14/2022	600.00 600.00	600.00	Open	Y 03/06/2022
0266990 23506	FERGUSON WATERWORKS #1934 22" CORPORATIONS STOPS 501-591.000-937.000	02/15/2022 CBAHAM	03/14/2022	682.00 682.00	682.00	Open	Y 03/08/2022

INVOICE REGISTER REPORT FOR CITY OF BUCHANAN
 EXP CHECK RUN DATES 03/14/2022 - 03/14/2022
 JOURNALIZED
 OPEN

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
AS827683 23507	FLAGS INTERNATIONAL NEW FLAG FROM LEGION - ADDED 101-276.000-756.000 MISCELLANEOUS SUPPLIES	03/04/2022 CBAHAM	03/14/2022	35.00 35.00	35.00	Open	Y 03/08/2022
18475 23439	GENE WESNER AUTOMOTIVE REPAIR/REPLACE LEFT HEADLIGHT BULBS 101-301.000-939.000 MAINTENANCE - VEHICLE	02/25/2022 CBAHAM	03/14/2022	21.30 21.30	21.30	Open	Y 03/06/2022
2242022 23441	GRAND MASTER, LLC DEPOSIT FOR TOTHS P.S DUMP YOUR 101-101.000-885.000 PUBLIC RELATIONS	02/24/2022 CBAHAM	03/14/2022	1,000.00 1,000.00	1,000.00	Open	Y 03/06/2022
1262 23444	HARBOR COUNTY CHAMBER OF COMMERCE ASHLEY REGAL MEMBERSHIP DUES 101-172.000-831.000 MEMBERSHIP AND DUES	03/02/2022 CBAHAM	03/14/2022	125.00 125.00	125.00	Open	Y 03/06/2022
2456 23443	HICKOK PLUMBING & HEATING PLANT RECIRC. HEATING UNIT SERVICE 501-590.000-931.000 MAINTENANCE-BUILDINGS	02/04/2022 CBAHAM	03/14/2022	125.00 125.00	125.00	Open	Y 03/06/2022
82021-012022 23489	HONOR CREDIT UNION CC CHARGES FROM AUGUST 2021 THROUGH 101-301.000-756.000 MISCELLANEOUS SUPPLIES 101-371.001-914.000 MEDICAL MARIHUANA 101-301.000-864.000 CONFERENCES AND WORKSHOP 101-371.001-914.000 MEDICAL MARIHUANA 101-371.001-914.000 MEDICAL MARIHUANA 101-371.001-914.000 MEDICAL MARIHUANA 101-301.000-873.000 TRAVEL & CAR ALLOWANCE 101-371.001-914.000 MEDICAL MARIHUANA 101-172.000-962.000 MISCELLANEOUS	02/28/2022 CBAHAM	03/14/2022	716.95 170.60 30.00 149.00 10.00 10.00 50.00 229.47 40.00 27.88	716.95	Open	Y 02/28/2022
102021-012022 23490	HONOR CREDIT UNION CHARGES FROM OCTOBER 2021 THROUGH 501-591.000-938.000 MAINTENANCE - SYSTEM 501-591.000-728.000 OFFICE SUPPLIES 501-591.000-960.000 EDUCATION AND TRAINING 101-172.000-962.000 MISCELLANEOUS	02/28/2022 CBAHAM	03/14/2022	970.68 449.99 192.58 95.00 30.73	970.68	Open	Y 02/28/2022

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	501-591.000-730.000	POSTAGE		53.98			
	501-591.000-768.000	UNIFORMS		148.40			
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102021-012022-6096							
23491	HONOR CREDIT UNION	02/28/2022	03/14/2022	442.88	442.88	Open	Y
	CHARGES FROM OCTOBER THROUGH JANUARY CBAHAM						02/28/2022
	501-590.000-933.000	MAINTENANCE - EQUIPMENT		93.25			
	501-590.000-931.000	MAINTENANCE-BUILDINGS		49.52			
	501-590.000-931.000	MAINTENANCE-BUILDINGS		96.45			
	501-590.000-931.000	MAINTENANCE-BUILDINGS		53.06			
	501-590.000-962.000	MISCELLANEOUS		95.00			
	101-172.000-962.000	MISCELLANEOUS		25.00			
	501-590.000-960.000	EDUCATION AND TRAINING		30.60			
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072021-122021-6104							
23492	HONOR CREDIT UNION	02/28/2022	03/14/2022	3,761.68	3,761.68	Open	Y
	CHARGES FROM JULY 2021 THROUGH CBAHAM						02/28/2022
	101-301.000-931.000	MAINTENANCE-BUILDINGS		27.29			
	101-271.440-935.000	BUILDING & GROUND MAINTENANCE		213.98			
	101-441.000-933.000	MAINTENANCE - EQUIPMENT		82.65			
	101-441.000-962.000	MISCELLANEOUS		688.99			
	101-441.000-933.000	MAINTENANCE - EQUIPMENT		1,254.35			
	501-591.000-938.000	MAINTENANCE - SYSTEM		490.78			
	101-441.000-933.000	MAINTENANCE - EQUIPMENT		56.49			
	101-276.000-932.000	MAINTENANCE-GROUNDS		311.91			
	101-441.000-864.000	CONFERENCES AND WORKSHOP		36.65			
	101-441.000-864.000	CONFERENCES AND WORKSHOP		24.01			
	101-441.000-933.000	MAINTENANCE - EQUIPMENT		127.26			
	101-271.440-756.014	MISCELLANEOUS		134.62			
	101-441.000-962.000	MISCELLANEOUS		180.00			
	101-276.000-756.000	MISCELLANEOUS SUPPLIES		81.80			
	101-172.000-962.000	MISCELLANEOUS		50.90			
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102021-012022-6047							
23493	HONOR CREDIT UNION	02/28/2022	03/14/2022	2,475.28	2,475.28	Open	Y
	CHARGES FROM OCTOBER 2021 THROUGH CBAHAM						02/28/2022
	101-172.000-962.000	MISCELLANEOUS		17.00			
	101-101.000-885.000	PUBLIC RELATIONS		1,698.14			
	101-101.000-885.000	PUBLIC RELATIONS		39.90			
	101-101.000-885.000	PUBLIC RELATIONS		464.64			
	101-101.000-885.000	PUBLIC RELATIONS		45.71			
	101-172.000-962.000	MISCELLANEOUS		80.00			
	101-172.000-818.000	CONTRACTUAL		15.89			
	101-101.000-885.000	PUBLIC RELATIONS		39.98			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	101-172.000-962.000	MISCELLANEOUS		15.89			
	101-172.000-962.000	MISCELLANEOUS		42.24			
	101-172.000-818.000	CONTRACTUAL		15.89			

102021-012022-POWERS

23494	HONOR CREDIT UNION	02/28/2022	03/14/2022	4,052.25	4,052.25	Open	Y
	MONTHLY CHARGES OCTOBER 2021 THROUGH CBAHAM						02/28/2022
	101-101.000-730.000	POSTAGE		8.70			
	101-441.000-939.000	MAINTENANCE - VEHICLE		97.65			
	101-276.000-969.000	TRANSFER-EQUIPMENT RESERVE		41.85			
	501-590.000-939.000	MAINTENANCE - VEHICLE		27.90			
	501-591.000-939.000	MAINTENANCE - VEHICLE		27.90			
	101-101.000-730.000	POSTAGE		8.70			
	107-435.000-762.000	WEBSITE		9.99			
	101-101.000-730.000	POSTAGE		8.70			
	101-172.000-730.000	POSTAGE		160.00			
	101-253.000-730.000	POSTAGE		290.00			
	101-301.000-728.000	OFFICE SUPPLIES		176.00			
	101-172.000-818.000	CONTRACTUAL		63.60			
	101-172.000-818.000	CONTRACTUAL		132.50			
	101-172.000-818.000	CONTRACTUAL		42.40			
	101-172.000-818.000	CONTRACTUAL		574.68			
	101-265.000-921.000	UTILITIES		37.80			
	101-276.000-853.000	TELEPHONE, INTERNET, CABLE		37.80			
	101-441.000-853.000	TELEPHONE, INTERNET, CABLE		37.80			
	101-441.000-939.000	MAINTENANCE - VEHICLE		97.65			
	101-276.000-969.000	TRANSFER-EQUIPMENT RESERVE		41.85			
	501-590.000-939.000	MAINTENANCE - VEHICLE		27.90			
	501-591.000-939.000	MAINTENANCE - VEHICLE		27.90			
	101-215.000-864.000	CONFERENCES AND WORKSHOP		650.00			
	107-435.000-762.000	WEBSITE		9.99			
	101-253.000-873.000	TRAVEL & CAR ALLOWANCE		25.01			
	101-253.000-864.000	CONFERENCES AND WORKSHOP		14.14			
	101-253.000-730.000	POSTAGE		8.95			
	101-265.000-921.000	UTILITIES		105.32			
	101-276.000-853.000	TELEPHONE, INTERNET, CABLE		105.32			
	101-441.000-853.000	TELEPHONE, INTERNET, CABLE		105.32			
	101-441.000-939.000	MAINTENANCE - VEHICLE		97.65			
	101-276.000-969.000	TRANSFER-EQUIPMENT RESERVE		41.85			
	501-590.000-939.000	MAINTENANCE - VEHICLE		27.90			
	501-591.000-939.000	MAINTENANCE - VEHICLE		27.90			
	107-435.000-762.000	WEBSITE		9.99			
	101-172.000-962.000	MISCELLANEOUS		7.68			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	101-265.000-962.000	MISCELLANEOUS		123.06			
	101-253.000-730.000	POSTAGE		466.00			
	101-172.000-962.000	MISCELLANEOUS		25.00			
	101-101.000-730.000	POSTAGE		8.70			
	101-441.000-939.000	MAINTENANCE - VEHICLE		97.65			
	101-276.000-969.000	TRANSFER-EQUIPMENT RESERVE		41.85			
	501-590.000-939.000	MAINTENANCE - VEHICLE		27.90			
	501-591.000-939.000	MAINTENANCE - VEHICLE		27.90			
	101-253.000-730.000	POSTAGE		17.90			
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100521-120221	HONOR CREDIT UNION	03/01/2022	03/14/2022	9,283.11	9,283.11	Open	Y
23501*	CREDIT CARD CHARGES FROM OCTOBER	KLANGSTON					03/07/2022
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		6.72			
	101-172.000-728.000	OFFICE SUPPLIES		21.98			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		48.24			
	101-301.000-728.000	OFFICE SUPPLIES		122.98			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		54.29			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		151.69			
	101-441.000-933.000	MAINTENANCE - EQUIPMENT		317.07			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		63.59			
	101-172.000-818.000	CONTRACTUAL		10.00			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		38.43			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		124.15			
	101-215.000-728.000	OFFICE SUPPLIES		19.99			
	101-215.000-728.000	OFFICE SUPPLIES		16.28			
	101-253.000-728.000	OFFICE SUPPLIES		3.89			
	101-172.000-818.000	CONTRACTUAL		10.00			
	101-215.000-728.000	OFFICE SUPPLIES		49.98			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		32.85			
	101-215.000-728.000	OFFICE SUPPLIES		13.50			
	101-215.000-728.000	OFFICE SUPPLIES		25.85			
	101-101.000-885.000	PUBLIC RELATIONS		10.00			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		21.97			
	101-265.000-818.000	CONTRACTUAL		307.26			
	101-265.000-818.000	CONTRACTUAL		235.00			
	101-101.000-885.000	PUBLIC RELATIONS		10.00			
	101-101.000-885.000	PUBLIC RELATIONS		31.90			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		377.50			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		9.87			
	101-265.000-818.000	CONTRACTUAL		3,800.00			
	101-265.000-818.000	CONTRACTUAL		929.99			
	101-265.000-818.000	CONTRACTUAL		750.00			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	101-265.000-818.000	CONTRACTUAL		928.78			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		16.59			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		4.79			
	101-101.000-885.000	PUBLIC RELATIONS		108.59			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		55.48			
	101-441.000-756.000	MISCELLANEOUS SUPPLIES		83.73			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		112.47			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		9.99			
	101-101.000-885.000	PUBLIC RELATIONS		10.00			
	101-101.000-885.000	PUBLIC RELATIONS		10.00			
	101-101.000-885.000	PUBLIC RELATIONS		11.99			
	101-101.000-885.000	PUBLIC RELATIONS		3.91			
	101-172.000-818.000	CONTRACTUAL		15.89			
	101-265.000-962.000	MISCELLANEOUS		53.02			
	101-336.000-728.000	OFFICE SUPPLIES		115.97			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		129.92			
	101-265.000-962.000	MISCELLANEOUS		25.00			
	101-265.000-962.000	MISCELLANEOUS - REFUND ISSUED ON CC		(27.98)			

12321-12622

23502	HONOR CREDIT UNION	03/01/2022	03/14/2022	6,770.00	6,770.00	Open	Y
	CREDIT CARD CHARGES FROM DECEMBER	KLANGSTON					03/07/2022
	101-265.000-818.000	CONTRACTUAL		235.00			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		603.93			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		116.98			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		57.79			
	101-265.000-818.000	CONTRACTUAL		329.59			
	101-101.000-885.000	PUBLIC RELATIONS		70.00			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		14.04			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		4.88			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		171.98			
	101-172.000-818.000	CONTRACTUAL		15.89			
	101-172.000-818.000	CONTRACTUAL		2.00			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		196.29			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		519.68			
	101-101.000-885.000	PUBLIC RELATIONS		20.00			
	101-101.000-885.000	PUBLIC RELATIONS		81.07			
	101-172.000-831.000	MEMBERSHIP AND DUES		170.00			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		83.63			
	101-172.000-728.000	OFFICE SUPPLIES		39.59			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		35.80			
	101-172.000-728.000	OFFICE SUPPLIES		52.48			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		59.99			

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	101-172.000-818.000	CONTRACTUAL		179.00			
	101-101.000-885.000	PUBLIC RELATIONS		15.00			
	101-271.440-756.014	MISCELLANEOUS		114.99			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		68.55			
	101-101.000-885.000	PUBLIC RELATIONS		15.00			
	101-101.000-885.000	PUBLIC RELATIONS		11.99			
	101-101.000-885.000	PUBLIC RELATIONS		3.99			
	101-265.000-818.000	CONTRACTUAL		229.52			
	101-265.000-818.000	CONTRACTUAL		326.62			
	101-101.000-885.000	PUBLIC RELATIONS		15.00			
	101-101.000-885.000	PUBLIC RELATIONS		25.00			
	101-172.000-818.000	CONTRACTUAL		15.89			
	101-101.000-885.000	PUBLIC RELATIONS		35.00			
	101-101.000-885.000	PUBLIC RELATIONS		20.00			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		64.95			
	101-265.000-756.000	MISCELLANEOUS SUPPLIES		146.89			
	101-172.000-864.000	CONFERENCES AND WORKSHOP		1,500.00			
	101-756.000-962.000	MISCELLANEOUS		1,102.00			
<hr/>							
012722-012822							
23503	HONOR CREDIT UNION	03/01/2022	03/14/2022	552.47	552.47	Open	Y
	REMAINDER OF JANUARY 2022 CHARGES - KLANGSTON						03/07/2022
	101-265.000-853.000	TELEPHONE, INTERNET, CABLE		514.38			
	101-101.000-885.000	PUBLIC RELATIONS		11.99			
	101-101.000-885.000	PUBLIC RELATIONS		26.10			
<hr/>							
PSI-0280944							
23431	HULL LIFT TRUCK	02/23/2022	03/05/2022	289.79	289.79	Open	Y
	WIPER MOTOR, WHEEL CAP, SHIPPING	CBAHAM					03/04/2022
	101-276.000-933.000	MAINTENANCE - EQUIPMENT		289.79			
<hr/>							
020122-022822							
23478	INDIANA MICHIGAN POWER COMPANY	02/28/2022	03/23/2022	5,181.86	5,181.86	Open	Y
	STREET LIGHT POWER USAGE FOR	CBAHAM					03/06/2022
	101-441.000-926.000	STREET LIGHTING		5,181.86			
<hr/>							
02922-022822							
23499	INDIANA MICHIGAN POWER COMPANY	03/01/2022	03/14/2022	8,028.19	8,028.19	Open	Y
	BILLING CYCLE FOR 1/29/22-2/28/22	CBAHAM					03/07/2022
	501-591.000-921.000	UTILITIES		875.50			
	501-591.000-921.000	UTILITIES		5,239.52			
	101-441.000-921.000	UTILITIES		317.40			
	501-590.000-921.000	UTILITIES		1,337.68			
	101-441.000-921.000	UTILITIES		40.72			

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 EXP CHECK RUN DATES 03/14/2022 - 03/14/2022
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	101-269.000-921.000	UTILITIES		65.02			
	101-271.435-921.000	UTILITIES		26.07			
	101-271.430-921.000	UTILITIES		26.07			
	101-269.000-921.000	UTILITIES		100.21			
<hr/>							
012922-022822-1							
23508	INDIANA MICHIGAN POWER COMPANY	03/02/2022	03/25/2022	243.44	243.44	Open	Y
	MONTHLY BILLING CYCLE 1/29/22-	CBAHAM					03/08/2022
	101-441.000-921.000	UTILITIES		30.83			
	101-269.000-921.000	UTILITIES		37.32			
	101-336.000-921.000	UTILITIES		35.76			
	101-271.440-921.000	UTILITIES		36.98			
	101-271.430-921.000	UTILITIES		102.55			
<hr/>							
13003							
23438	JAMES P. ENRIGHT	03/02/2022	04/01/2022	676.00	676.00	Open	Y
	DOWNTOWN AREA REDEVELOPMENT MISC	CBAHAM					03/06/2022
	101-172.000-826.000	LEGAL FEES		676.00			
<hr/>							
3006927							
23454	JOHN POEHNER	02/24/2022	03/14/2022	705.93	705.93	Open	Y
	REIMBURSEMENT FOR JOHN ATTENDNING	CBAHAM					03/06/2022
	101-336.000-960.000	EDUCATION AND TRAINING		705.93			
<hr/>							
308473							
23509	KCI	03/02/2022	03/02/2022	1,082.23	1,082.23	Open	Y
	MARCH WATER BILL PRINTING	CBAHAM					03/08/2022
	501-590.000-730.000	POSTAGE		541.11			
	501-591.000-730.000	POSTAGE		541.12			
<hr/>							
2/26/22							
23435	KELLY L CLARK	02/26/2022	03/14/2022	165.00	165.00	Open	Y
	CLEANING OF CITY HALL 2/26/22	CBAHAM					03/06/2022
	101-265.000-818.000	CONTRACTUAL		165.00			
<hr/>							
030122							
23463	KEN SIMPSON	03/01/2022	03/14/2022	1,006.40	1,006.40	Open	Y
	ELECTRICAL INSPECTION SERVICES FOR	CBAHAM					03/06/2022
	701-000.000-250.001	ELECTRICAL PERMITS		1,006.40			
<hr/>							
351464							
23510	KRUGGEL LAWTON CPA	02/28/2022	03/14/2022	2,000.00	2,000.00	Open	Y
	PROGRESS BILL ON ANNUAL AUDIT	CBAHAM					03/08/2022
	101-253.000-818.000	CONTRACTUAL		2,000.00			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
351441 23511	KRUGGEL LAWTON CPA FINAL BILL ON JUNE 30, 2021 AUDIT 101-253.000-818.000 CONTRACTUAL	02/28/2022 CBAHAM	03/08/2022	10,875.00 10,875.00	10,875.00	Open	Y 03/08/2022
030322 23476	LISA MILLER CITY CENTER RENTAL REFUND 101-000.000-674.000 BUCHANAN REDBUD CITY CENTER	03/03/2022 CBAHAM	03/14/2022	50.00 50.00	50.00	Open	Y 03/06/2022
1158955 23486	MAGIC-WRIGHTER INC. MONTHLY ACH FEES FOR FEB 2022 101-253.000-818.000 CONTRACTUAL	03/04/2022 CBAHAM	03/14/2022	144.66 144.66	144.66	Open	Y 03/07/2022
022822 23449	MAMC ANNUAL DUES FOR MICHIGAN ASSOC. 101-215.000-945.000 MEMBERSHIP & DUES	02/28/2022 CBAHAM	03/14/2022	40.00 40.00	40.00	Open	Y 03/06/2022
398833 23445	MARV'S LOCK SHOP 4 KEYS FOR CITY HALL 101-265.000-931.000 MAINTENANCE-BUILDINGS	02/23/2022 CBAHAM	03/14/2022	8.00 8.00	8.00	Open	Y 03/06/2022
030422 23514	MICHIANA RECYCLING & DISPOSAL TRASH/RECYCLING MONTHLY BILLING 101-276.000-921.000 UTILITIES 501-590.000-921.000 UTILITIES 101-265.000-921.000 UTILITIES 101-265.000-921.000 UTILITIES 101-265.000-921.000 UTILITIES	02/01/2022 CBAHAM	02/08/2022	1,236.00 136.00 136.00 544.00 210.00 210.00	1,236.00	Open	Y 03/08/2022
32160157 23446	MID-STATES BOLT & SCREW CO. BOLTS FOR 2001- THREADED ROD FOR 101-441.000-933.000 MAINTENANCE - EQUIPMENT	02/10/2022 CBAHAM	03/12/2022	5.00 5.00	5.00	Open	Y 03/06/2022
32162888 23515	MID-STATES BOLT & SCREW CO. BOLTS FOR 01 SPRING REPLACEMENTS 101-441.000-939.000 MAINTENANCE - VEHICLE	02/15/2022 CBAHAM	03/17/2022	34.57 34.57	34.57	Open	Y 03/08/2022

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 EXP CHECK RUN DATES 03/14/2022 - 03/14/2022
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
000253474 23448	MILLER WELDING SUPPLY GLOVES/WIRE AND GRIDNING DISK 101-441.000-933.000 MAINTENANCE - EQUIPMENT	02/14/2022 CBAHAM	03/16/2022	489.36 489.36	489.36	Open	Y 03/06/2022
022822 23447	MURDOCKS GLASS LLC WINDSHIELD FOR 2019 FORD F250 101-441.000-939.000 MAINTENANCE - VEHICLE	02/28/2022 CBAHAM	03/14/2022	424.87 424.87	424.87	Open	Y 03/06/2022
1757 23450	MURDOCKS GLASS LLC INSTALL GLASS/ SEAL FOR BOBCAT 101-276.000-933.000 MAINTENANCE - EQUIPMENT	03/01/2022 CBAHAM	03/14/2022	125.00 125.00	125.00	Open	Y 03/06/2022
13827 23451	NORTH SHORE ANALYTICAL MERCURY ANALYSIS 501-590.000-818.000 CONTRACTUAL	02/15/2022 CBAHAM	03/15/2022	175.00 175.00	175.00	Open	Y 03/06/2022
227155285001 23452	OFFICE DEPOT 1 32GB FLASH DRIVE & MOP HEAD, 101-301.000-728.000 OFFICE SUPPLIES	02/24/2022 CBAHAM	03/14/2022	89.40 89.40	89.40	Open	Y 03/06/2022
63342 23456	PARRETT COMPANY CONTRACT BILLING FOR THE MONTH OF 101-265.000-818.000 CONTRACTUAL	02/28/2022 CBAHAM	02/28/2022	257.03 257.03	257.03	Open	Y 03/06/2022
2099485 23453	PLANTE & MORAN ACCOUNTING SERVICES THROUGH JAN 101-253.000-818.000 CONTRACTUAL	01/31/2022 CBAHAM	02/28/2022	29,792.50 29,792.50	29,792.50	Open	Y 03/06/2022
2336004 23455	POWER BRAKE & SPRING SERVIC CIRCUIT BREAKER FOR DUMP TRAILER 101-441.000-939.000 MAINTENANCE - VEHICLE	02/22/2022 CBAHAM	03/14/2022	3.39 3.39	3.39	Open	Y 03/06/2022
650567 23457	RIDGE NAPA AUTO PARTS CABLE TIES/ BATTERIES, RING 101-441.000-939.000 MAINTENANCE - VEHICLE	02/22/2022 CBAHAM	03/14/2022	177.17 177.17	177.17	Open	Y 03/06/2022

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 EXP CHECK RUN DATES 03/14/2022 - 03/14/2022
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
0154271-IN 23458	RIDGE NAPA AUTO PARTS TRUCK OIL CHANGE SUPPLIES AND 30W 501-590.000-939.000	02/21/2022 CBAHAM MAINTENANCE - VEHICLE	03/14/2022	177.74 177.74	177.74	Open	Y 03/06/2022
2363 23522	ROBERT ADAMS REIMBURSEMENT- INK FOR PRINTER IN 101-336.000-756.000	03/08/2022 CBAHAM MISCELLANEOUS SUPPLIES	03/08/2022	76.48 76.48	76.48	Open	Y 03/08/2022
030822 23516	RUSSEL ROLLF 2 6' STEEL STRIPS 501-591.000-756.000	03/08/2022 CBAHAM MISCELLANEOUS SUPPLIES	03/14/2022	15.00 15.00	15.00	Open	Y 03/08/2022
0154346-IN 23464	SE BERRIEN COUNTY LANDFILL SLUDGE DISPOSAL 501-590.000-936.000	02/23/2022 CBAHAM SLUDGE REMOVAL	03/14/2022	295.20 295.20	295.20	Open	Y 03/06/2022
0154271-IN 23465	SE BERRIEN COUNTY LANDFILL SLUDGE DISPOSAL 501-590.000-936.000	02/16/2022 CBAHAM SLUDGE REMOVAL	03/14/2022	295.20 295.20	295.20	Open	Y 03/06/2022
10436 23517	SELGE WORK ON 2" WATER SERVICE AT MILL 501-591.000-818.000	02/23/2022 CBAHAM CONTRACTUAL	03/25/2022	1,955.60 1,955.60	1,955.60	Open	Y 03/08/2022
2981 23498	SIMPLE UPDATES.COM WEBSITE LISTING 101-265.000-818.000	03/01/2022 CBAHAM CONTRACTUAL	03/31/2022	60.00 60.00	60.00	Open	Y 03/07/2022
9939084 23462	SOUTHWESTERN SUPPLY HOSE FOR 2001 DUMPTRUCK 101-441.000-939.000	02/16/2022 CBAHAM MAINTENANCE - VEHICLE	03/16/2022	120.23 120.23	120.23	Open	Y 03/06/2022
11972-2 23459	STAR UNIFORM 2 UNIFORM PANTS FOR LEONARD, 101-301.000-769.000 101-301.000-768.000 101-301.000-826.000	02/15/2022 CBAHAM UNIFORM CLEANING UNIFORMS LEGAL FEES	03/14/2022	1,181.98 144.00 109.98 928.00	1,181.98	Open	Y 03/06/2022

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 EXP CHECK RUN DATES 03/14/2022 - 03/14/2022
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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
16197-2 23460	STAR UNIFORM UNIFORM SHIRT FOR RESV OFC 101-301.000-818.003	02/07/2022 CBAHAM RESERVE EQUIPMENT	03/07/2022	512.61 512.61	512.61	Open	Y 03/06/2022
16575-2 23461	STAR UNIFORM CLASS B DRESS UNIFORM AND DUTY 101-336.000-768.000	02/22/2022 CBAHAM UNIFORMS	03/14/2022	225.00 225.00	225.00	Open	Y 03/06/2022
16774-2 23497	STAR UNIFORM DRESS PANTS FOR ALEXIS LACEY 101-336.000-768.000	03/02/2022 CBAHAM UNIFORMS	03/14/2022	20.00 20.00	20.00	Open	Y 03/07/2022
100609502 23519	TRACTOR SUPPLY COMPANY HAND PUMP FOR HYDRAULIC FLUID 101-441.000-933.000	02/01/2022 CBAHAM MAINTENANCE - EQUIPMENT	02/14/2022	49.99 49.99	49.99	Open	Y 03/08/2022
DSO009960 23518	TRUCK AND TRAILER SPECIALTIES 2 CYLINDER SPRINGS 101-441.000-939.000	02/16/2022 CBAHAM MAINTENANCE - VEHICLE	03/16/2022	182.48 182.48	182.48	Open	Y 03/08/2022
022222 23477	US BANK BOND CONTROL 209 SRF AND 2010 SWRF BOND 501-506.000-962.012 501-000.000-210.009 501-506.000-962.013	02/22/2022 CBAHAM INTEREST-2009 SRF 2009 SRF PRINCIPAL BOND PMT INTEREST-2010 DWRF	03/25/2022	117,187.50 10,250.00 95,000.00 11,937.50	117,187.50	Open	Y 03/06/2022
26945 23521	WEST SHORE FIRE SERVICES, INC. SCBA COMPRESSOR AIR SAMPLING 101-336.000-931.000	03/07/2022 CBAHAM MAINTENANCE-BUILDINGS	03/07/2022	191.46 191.46	191.46	Open	Y 03/08/2022
B11760 23520	WEST SIDE TRACTOR CHANGED A WASTE VALVE ON LOADER 101-441.000-939.000	03/01/2022 CBAHAM MAINTENANCE - VEHICLE	03/25/2022	713.34 713.34	713.34	Open	Y 03/08/2022
79096078 23488	WEX BANK GAS PURCHASES FOR THE MONTH OF 101-301.000-751.000	02/28/2022 CBAHAM GAS AND OIL	03/22/2022	5,406.47 932.44	5,406.47	Open	Y 03/07/2022

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
	101-441.000-751.000	GAS AND OIL		3,483.81			
	101-276.000-751.000	GAS AND OIL		878.96			
	501-591.000-751.000	GAS AND OIL		111.26			

218065							
23474	WINDEMULLER	02/17/2022	02/27/2022	1,330.00	1,330.00	Open	Y
	HEADWORKS LIFT STATION SERVICE	CBAHAM					03/06/2022
	501-590.000-818.000	CONTRACTUAL		1,330.00			

8683							
23475	WOLVERINE ELECTRICAL CONTRACT	02/11/2022	02/21/2022	210.65	210.65	Open	Y
	HEADWORKS SERVICE CALL TO WIRE	CBAHAM					03/06/2022
	501-590.000-818.000	CONTRACTUAL		210.65			

# of Invoices:	79	# Due:	79	Totals:	231,691.03	231,691.03
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos:				231,691.03	231,691.03
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* 1 Net Invoices have Credits Totalling: (27.98)

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
	101 - GENERAL			95,931.26	95,931.26		
	107 - DOWNTOWN DEVELOPMENT FUND			29.97	29.97		
	501 - W & S MAINTENANCE & OPERATIC			134,428.50	134,428.50		
	701 - TRUST AND AGENCY			1,301.30	1,301.30		
--- TOTALS BY DEPT/ACTIVITY ---							
	000.000 -			96,401.30	96,401.30		
	101.000 - CITY COMMISSION			5,147.96	5,147.96		
	172.000 - CITY MANAGER			4,199.30	4,199.30		
	215.000 - CITY CLERK			1,007.60	1,007.60		
	253.000 - TREASURER			43,693.05	43,693.05		
	265.000 - BUILDING AND GROUNDS			15,010.31	15,010.31		
	269.000 - RENTAL PROPERTY			202.55	202.55		
	271.430 - PEAR'S MILL			128.62	128.62		
	271.435 - FARMERS' MARKET			26.07	26.07		
	271.440 - BUCHANAN COMMON			500.57	500.57		
	276.000 - CEMETERY			2,168.98	2,168.98		
	301.000 - POLICE			4,276.82	4,276.82		
	336.000 - FIRE DEPARTMENT			1,739.27	1,739.27		
	371.001 - BUILDING INSPECTOR			346.72	346.72		
	435.000 - FARMERS' MARKET			29.97	29.97		
	441.000 - DEPARTMENT OF PUBLIC WOR			16,281.44	16,281.44		
	506.000 - 2000 BOND SERIES			22,187.50	22,187.50		
	590.000 - SEWER MAINTENANCE & OPER			5,978.97	5,978.97		
	591.000 - WATER MAINTENANCE & OPER			11,262.03	11,262.03		
	756.000 - BUCHANAN AREA RECREATION			1,102.00	1,102.00		

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL							
Dept 000.000							
101-000.000-674.000	BUCHANAN REDBUD CITY CENT	ANGELINA HERMAN	CITY CENTER RENTAL REFUND \$50.00	022222	03/14/22	50.00	
101-000.000-674.000	BUCHANAN REDBUD CITY CENT	LISA MILLER	CITY CENTER RENTAL REFUND	030322	03/14/22	50.00	
Total For Dept 000.000						100.00	
Dept 101.000 CITY COMMISSION							
101-101.000-730.000	POSTAGE	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-POI	03/14/22	34.80	
101-101.000-885.000	PUBLIC RELATIONS	AAYS EVENT RENTALS	THRILL ON THE HILL 6 TABLES WITH UM	63452	03/14/22	539.40	
101-101.000-885.000	PUBLIC RELATIONS	AMAZON CAPITAL SERVICE	PROJECTOR SCREEN, CANDY FOR HALLOWE	MUPLTIPLE	02/01/22	738.86	
101-101.000-885.000	PUBLIC RELATIONS	GRAND MASTER, LLC	DEPOSIT FOR TOTHP.S DUMP YOUR BOYF	2242022	03/14/22	1,000.00	
101-101.000-885.000	PUBLIC RELATIONS	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM OCTOBER 20	100521-120221	03/14/22	196.39	
101-101.000-885.000	PUBLIC RELATIONS	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM DECEMBER 2	12321-12622	03/14/22	312.05	
101-101.000-885.000	PUBLIC RELATIONS	HONOR CREDIT UNION	REMAINDER OF JANUARY 2022 CHARGES -	012722-012822	03/14/22	38.09	
101-101.000-885.000	PUBLIC RELATIONS	HONOR CREDIT UNION	CHARGES FROM OCTOBER 2021 THROUGH J	102021-012022-60	03/14/22	2,288.37	
Total For Dept 101.000 CITY COMMISSION						5,147.96	
Dept 172.000 CITY MANAGER							
101-172.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM OCTOBER 20	100521-120221	03/14/22	21.98	
101-172.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM DECEMBER 2	12321-12622	03/14/22	92.07	
101-172.000-730.000	POSTAGE	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-POI	03/14/22	160.00	
101-172.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM OCTOBER 20	100521-120221	03/14/22	35.89	
101-172.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM DECEMBER 2	12321-12622	03/14/22	212.78	
101-172.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	CHARGES FROM OCTOBER 2021 THROUGH J	102021-012022-60	03/14/22	31.78	
101-172.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-POI	03/14/22	813.18	
101-172.000-826.000	LEGAL FEES	JAMES P. ENRIGHT	DOWNTOWN AREA REDEVELOPMENT MISC CL	13003	04/01/22	676.00	
101-172.000-831.000	MEMBERSHIP AND DUES	HARBOR COUNTY CHAMBER	ASHLEY REGAL MEMBERSHIP DUES	1262	03/14/22	125.00	
101-172.000-831.000	MEMBERSHIP AND DUES	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM DECEMBER 2	12321-12622	03/14/22	170.00	
101-172.000-864.000	CONFERENCES AND WORKSHOP	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM DECEMBER 2	12321-12622	03/14/22	1,500.00	
101-172.000-962.000	MISCELLANEOUS	AMAZON CAPITAL SERVICE	PROJECTOR SCREEN, CANDY FOR HALLOWE	MUPLTIPLE	02/01/22	38.30	
101-172.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	CC CHARGES FROM AUGUST 2021 THROUGH	82021-012022	03/14/22	27.88	
101-172.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	CHARGES FROM OCTOBER 2021 THROUGH J	102021-012022	03/14/22	30.73	
101-172.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	CHARGES FROM OCTOBER THROUGH JANUAR	102021-012022-60	03/14/22	25.00	
101-172.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	CHARGES FROM JULY 2021 THROUGH DECE	072021-122021-61	03/14/22	50.90	
101-172.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	CHARGES FROM OCTOBER 2021 THROUGH J	102021-012022-60	03/14/22	155.13	
101-172.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-POI	03/14/22	32.68	
Total For Dept 172.000 CITY MANAGER						4,199.30	
Dept 215.000 CITY CLERK							
101-215.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM OCTOBER 20	100521-120221	03/14/22	125.60	
101-215.000-864.000	CONFERENCES AND WORKSHOP	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-POI	03/14/22	650.00	
101-215.000-903.000	LEGAL NOTICES & RECORDINGS	BERRIEN COUNTY RECORD	NOTICE MCCOY CREEK GRANT & BOR 2022	21722	03/14/22	150.00	
101-215.000-903.000	LEGAL NOTICES & RECORDINGS	BERRIEN COUNTY RECORD	PUBLIC HEARING NOTICE - GRANT TRAIL	022422	03/14/22	42.00	
101-215.000-945.000	MEMBERSHIP & DUES	MAMC	ANNUAL DUES FOR MICHIGAN ASSOC. MIN	022822	03/14/22	40.00	
Total For Dept 215.000 CITY CLERK						1,007.60	
Dept 253.000 TREASURER							
101-253.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM OCTOBER 20	100521-120221	03/14/22	3.89	
101-253.000-730.000	POSTAGE	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-POI	03/14/22	782.85	
101-253.000-818.000	CONTRACTUAL	CNA SURETY DIRECT BILL	NOTARY BOND PAYMENT FOR COURTNEY BA	030122	03/01/22	55.00	
101-253.000-818.000	CONTRACTUAL	KRUGGEL LAWTON CPA	PROGRESS BILL ON ANNUAL AUDIT	351464	03/14/22	2,000.00	
101-253.000-818.000	CONTRACTUAL	KRUGGEL LAWTON CPA	FINAL BILL ON JUNE 30, 2021 AUDIT	351441	03/08/22	10,875.00	
101-253.000-818.000	CONTRACTUAL	MAGIC-WRIGHTER INC.	MONTHLY ACH FEES FOR FEB 2022	1158955	03/14/22	144.66	
101-253.000-818.000	CONTRACTUAL	PLANTE & MORAN	ACCOUNTING SERVICES THROUGH JAN 31s'	2099485	02/28/22	29,792.50	
101-253.000-864.000	CONFERENCES AND WORKSHOP	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-POI	03/14/22	14.14	

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Fund 101 GENERAL							
Dept 253.000 TREASURER							
101-253.000-873.000	TRAVEL & CAR ALLOWANCE	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUGH:	102021-012022-POI	03/14/22	25.01	
						<u>25.01</u>	
Total For Dept 253.000 TREASURER						43,693.05	
Dept 265.000 BUILDING AND GROUNDS							
101-265.000-756.000	MISCELLANEOUS SUPPLIES	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM OCTOBER 20:	100521-120221	03/14/22	1,258.54	
101-265.000-756.000	MISCELLANEOUS SUPPLIES	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM DECEMBER 2	12321-12622	03/14/22	2,145.38	
101-265.000-818.000	CONTRACTUAL	CUSTOM COMPUTER COMPAN	MISC COMPUTER UPDATES FOR CITY HALL	1502-R-0008	03/03/22	500.00	
101-265.000-818.000	CONTRACTUAL	CUSTOM COMPUTER COMPAN	MISC. COMPUTER UPDATES FOR THE MONT:	1579-R-0006	03/14/22	750.00	
101-265.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM OCTOBER 20:	100521-120221	03/14/22	6,951.03	
101-265.000-818.000	CONTRACTUAL	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM DECEMBER 2	12321-12622	03/14/22	1,120.73	
101-265.000-818.000	CONTRACTUAL	KELLY L CLARK	CLEANING OF CITY HALL 2/26/22	2/26/22	03/14/22	165.00	
101-265.000-818.000	CONTRACTUAL	PARRETT COMPANY	CONTRACT BILLING FOR THE MONTH OF F:	63342	02/28/22	257.03	
101-265.000-818.000	CONTRACTUAL	SIMPLE UPDATES.COM	WEBSITE LISTING	2981	03/31/22	60.00	
101-265.000-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	REMAINDER OF JANUARY 2022 CHARGES -	012722-012822	03/14/22	514.38	
101-265.000-921.000	UTILITIES	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUGH:	102021-012022-POI	03/14/22	143.12	
101-265.000-921.000	UTILITIES	MICHIANA RECYCLING & D	TRASH/RECYCLING MONTHLY BILLING	030422	02/08/22	964.00	
101-265.000-931.000	MAINTENANCE-BUILDINGS	MARV'S LOCK SHOP	4 KEYS FOR CITY HALL	398833	03/14/22	8.00	
101-265.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM OCTOBER 20:	100521-120221	03/14/22	50.04	
101-265.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUGH:	102021-012022-POI	03/14/22	123.06	
						<u>15,010.31</u>	
Total For Dept 265.000 BUILDING AND GROUNDS						15,010.31	
Dept 269.000 RENTAL PROPERTY							
101-269.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	BILLING CYCLE FOR 1/29/22-2/28/22	02922-022822	03/14/22	165.23	
101-269.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY BILLING CYCLE 1/29/22-2/28/:	012922-022822-1	03/25/22	37.32	
						<u>202.55</u>	
Total For Dept 269.000 RENTAL PROPERTY						202.55	
Dept 271.430 PEAR'S MILL							
101-271.430-921.000	UTILITIES	INDIANA MICHIGAN POWER	BILLING CYCLE FOR 1/29/22-2/28/22	02922-022822	03/14/22	26.07	
101-271.430-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY BILLING CYCLE 1/29/22-2/28/:	012922-022822-1	03/25/22	102.55	
						<u>128.62</u>	
Total For Dept 271.430 PEAR'S MILL						128.62	
Dept 271.435 FARMERS' MARKET							
101-271.435-921.000	UTILITIES	INDIANA MICHIGAN POWER	BILLING CYCLE FOR 1/29/22-2/28/22	02922-022822	03/14/22	26.07	
						<u>26.07</u>	
Total For Dept 271.435 FARMERS' MARKET						26.07	
Dept 271.440 BUCHANAN COMMON							
101-271.440-756.014	MISCELLANEOUS	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM DECEMBER 2	12321-12622	03/14/22	114.99	
101-271.440-756.014	MISCELLANEOUS	HONOR CREDIT UNION	CHARGES FROM JULY 2021 THROUGH DECE	072021-122021-61	03/14/22	134.62	
101-271.440-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY BILLING CYCLE 1/29/22-2/28/:	012922-022822-1	03/25/22	36.98	
101-271.440-935.000	BUILDING & GROUND MAINTEN	HONOR CREDIT UNION	CHARGES FROM JULY 2021 THROUGH DECE	072021-122021-61	03/14/22	213.98	
						<u>500.57</u>	
Total For Dept 271.440 BUCHANAN COMMON						500.57	
Dept 276.000 CEMETERY							
101-276.000-751.000	GAS AND OIL	WEX BANK	GAS PURCHASES FOR THE MONTH OF FEBR:	79096078	03/22/22	878.96	
101-276.000-756.000	MISCELLANEOUS SUPPLIES	FLAGS INTERNATIONAL	NEW FLAG FROM LEGION - ADDED GROMME	A827683	03/14/22	35.00	
101-276.000-756.000	MISCELLANEOUS SUPPLIES	HONOR CREDIT UNION	CHARGES FROM JULY 2021 THROUGH DECE	072021-122021-61	03/14/22	81.80	
101-276.000-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-POI	03/14/22	143.12	
101-276.000-921.000	UTILITIES	MICHIANA RECYCLING & D	TRASH/RECYCLING MONTHLY BILLING	030422	02/08/22	136.00	
101-276.000-932.000	MAINTENANCE-GROUNDS	HONOR CREDIT UNION	CHARGES FROM JULY 2021 THROUGH DECE	072021-122021-61	03/14/22	311.91	
101-276.000-933.000	MAINTENANCE - EQUIPMENT	HULL LIFT TRUCK	WIPER MOTOR, WHEEL CAP, SHIPPING	PSI-0280944	03/05/22	289.79	
101-276.000-933.000	MAINTENANCE - EQUIPMENT	MURDOCKS GLASS LLC	INSTALL GLASS/ SEAL FOR BOBCAT WIND:	1757	03/14/22	125.00	
101-276.000-969.000	TRANSFER-EQUIPMENT RESERVE	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-POI	03/14/22	167.40	
						<u>2,168.98</u>	
Total For Dept 276.000 CEMETERY						2,168.98	

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Fund 101 GENERAL							
Dept 301.000 POLICE							
101-301.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM OCTOBER 20	100521-120221	03/14/22	122.98	
101-301.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-POI	03/14/22	176.00	
101-301.000-728.000	OFFICE SUPPLIES	OFFICE DEPOT	1 32GB FLASH DRIVE & MOP HEAD, CORR	227155285001	03/14/22	89.40	
101-301.000-751.000	GAS AND OIL	WEX BANK	GAS PURCHASES FOR THE MONTH OF FEBR	79096078	03/22/22	932.44	
101-301.000-756.000	MISCELLANEOUS SUPPLIES	DASH MEDICAL	10 BOXES OF BLACK MEDICAL GLOVES	1256791	03/19/22	163.90	
101-301.000-756.000	MISCELLANEOUS SUPPLIES	HONOR CREDIT UNION	CC CHARGES FROM AUGUST 2021 THROUGH	82021-012022	03/14/22	170.60	
101-301.000-768.000	UNIFORMS	STAR UNIFORM	2 UNIFORM PANTS FOR LEONARD, UNIFORM	11972-2	03/14/22	109.98	
101-301.000-769.000	UNIFORM CLEANING	STAR UNIFORM	2 UNIFORM PANTS FOR LEONARD, UNIFORM	11972-2	03/14/22	144.00	
101-301.000-818.003	RESERVE EQUIPMENT	STAR UNIFORM	UNIFORM SHIRT FOR RESV OFC ZIEGLER,	16197-2	03/07/22	512.61	
101-301.000-826.000	LEGAL FEES	STAR UNIFORM	2 UNIFORM PANTS FOR LEONARD, UNIFORM	11972-2	03/14/22	928.00	
101-301.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	MONTHLY BILLING FOR MARCH 2022	030122-033122	03/20/22	426.00	
101-301.000-864.000	CONFERENCES AND WORKSHOP	HONOR CREDIT UNION	CC CHARGES FROM AUGUST 2021 THROUGH	82021-012022	03/14/22	149.00	
101-301.000-873.000	TRAVEL & CAR ALLOWANCE	HONOR CREDIT UNION	CC CHARGES FROM AUGUST 2021 THROUGH	82021-012022	03/14/22	229.47	
101-301.000-886.000	COMMUNITY POLICING	AMAZON CAPITAL SERVICE	PROJECTOR SCREEN, CANDY FOR HALLOWE	MUPLTIPLE	02/01/22	73.85	
101-301.000-931.000	MAINTENANCE-BUILDINGS	HONOR CREDIT UNION	CHARGES FROM JULY 2021 THROUGH DECE	072021-122021-61	03/14/22	27.29	
101-301.000-939.000	MAINTENANCE - VEHICLE	GENE WESNER AUTOMOTIVE	REPAIR/REPLACE LEFT HEADLIGHT BULBS	18475	03/14/22	21.30	
Total For Dept 301.000 POLICE						4,276.82	
Dept 336.000 FIRE DEPARTMENT							
101-336.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM OCTOBER 20	100521-120221	03/14/22	115.97	
101-336.000-756.000	MISCELLANEOUS SUPPLIES	ROBERT ADAMS	REIMBURSEMENT- INK FOR PRINTER IN R	2363	03/08/22	76.48	
101-336.000-768.000	UNIFORMS	STAR UNIFORM	DRESS PANTS FOR ALEXIS LACEY	16774-2	03/14/22	20.00	
101-336.000-768.000	UNIFORMS	STAR UNIFORM	CLASS B DRESS UNIFORM AND DUTY UNIF	16575-2	03/14/22	225.00	
101-336.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	MONTHLY BILLING FOR FEB 2022	020322-030222	03/14/22	368.67	
101-336.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY BILLING CYCLE 1/29/22-2/28/	012922-022822-1	03/25/22	35.76	
101-336.000-931.000	MAINTENANCE-BUILDINGS	WEST SHORE FIRE SERVIC	SCBA COMPRESSOR AIR SAMPLING	26945	03/07/22	191.46	
101-336.000-960.000	EDUCATION AND TRAINING	JOHN POEHNER	REIMBURSEMENT FOR JOHN ATTENDNING T	3006927	03/14/22	705.93	
Total For Dept 336.000 FIRE DEPARTMENT						1,739.27	
Dept 371.001 BUILDING INSPECTOR							
101-371.001-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	MONTHLY BILLING CYCLE FOR MARCH 20	030422-040322	03/20/22	206.72	
101-371.001-914.000	MEDICAL MARIHUANA	HONOR CREDIT UNION	CC CHARGES FROM AUGUST 2021 THROUGH	82021-012022	03/14/22	140.00	
Total For Dept 371.001 BUILDING INSPECTOR						346.72	
Dept 441.000 DEPARTMENT OF PUBLIC WORKS							
101-441.000-751.000	GAS AND OIL	WEX BANK	GAS PURCHASES FOR THE MONTH OF FEBR	79096078	03/22/22	3,483.81	
101-441.000-756.000	MISCELLANEOUS SUPPLIES	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM OCTOBER 20	100521-120221	03/14/22	83.73	
101-441.000-853.000	TELEPHONE, INTERNET, CABLE	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-POI	03/14/22	143.12	
101-441.000-864.000	CONFERENCES AND WORKSHOP	HONOR CREDIT UNION	CHARGES FROM JULY 2021 THROUGH DECE	072021-122021-61	03/14/22	60.66	
101-441.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	BILLING CYCLE FOR 1/29/22-2/28/22	02922-022822	03/14/22	358.12	
101-441.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	MONTHLY BILLING CYCLE 1/29/22-2/28/	012922-022822-1	03/25/22	30.83	
101-441.000-926.000	STREET LIGHTING	INDIANA MICHIGAN POWER	STREET LIGHT POWER USAGE FOR FEBRU	020122-022822	03/23/22	5,181.86	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM OCTOBER 20	100521-120221	03/14/22	317.07	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	HONOR CREDIT UNION	CHARGES FROM JULY 2021 THROUGH DECE	072021-122021-61	03/14/22	1,520.75	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	MID-STATES BOLT & SCRE	BOLTS FOR 2001- THREADED ROD FOR 20	32160157	03/12/22	5.00	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	MILLER WELDING SUPPLY	GLOVES/WIRE AND GRIDNING DISK	000253474	03/16/22	489.36	
101-441.000-933.000	MAINTENANCE - EQUIPMENT	TRACTOR SUPPLY COMPANY	HAND PUMP FOR HYDRAULIC FLUID	100609502	02/14/22	49.99	
101-441.000-939.000	MAINTENANCE - VEHICLE	BURNS TERRY	STEEP FOR DUMPTRAILER REPAIR	1	03/14/22	45.00	
101-441.000-939.000	MAINTENANCE - VEHICLE	CO-ALLIANCE LLP - BUCH	GREASE/HYDRAULIC FLUID/ DIESEL EXHA	451024	03/14/22	1,596.50	
101-441.000-939.000	MAINTENANCE - VEHICLE	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-POI	03/14/22	390.60	
101-441.000-939.000	MAINTENANCE - VEHICLE	MID-STATES BOLT & SCRE	BOLTS FOR 01 SPRING REPLACEMENTS	32162888	03/17/22	34.57	
101-441.000-939.000	MAINTENANCE - VEHICLE	MURDOCKS GLASS LLC	WINDSHIELD FOR 2019 FORD F250	022822	03/14/22	424.87	
101-441.000-939.000	MAINTENANCE - VEHICLE	POWER BRAKE & SPRING S	CIRCUIT BREAKER FOR DUMP TRAILER	2336004	03/14/22	3.39	

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Fund 101 GENERAL							
Dept 441.000 DEPARTMENT OF PUBLIC WORKS							
101-441.000-939.000	MAINTENANCE - VEHICLE	RIDGE NAPA AUTO PARTS	CABLE TIES/ BATTERIES, RING TERMINA	650567	03/14/22	177.17	
101-441.000-939.000	MAINTENANCE - VEHICLE	SOUTHWESTERN SUPPLY	HOSE FOR 2001 DUMPTRUCK	9939084	03/16/22	120.23	
101-441.000-939.000	MAINTENANCE - VEHICLE	TRUCK AND TRAILER SPEC	2 CYLINDER SPRINGS	DS0009960	03/16/22	182.48	
101-441.000-939.000	MAINTENANCE - VEHICLE	WEST SIDE TRACTOR	CHANGED A WASTE VALVE ON LOADER	B11760	03/25/22	713.34	
101-441.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	CHARGES FROM JULY 2021 THROUGH DECE	072021-122021-61	03/14/22	868.99	
Total For Dept 441.000 DEPARTMENT OF PUBLIC WORKS						16,281.44	
Dept 756.000 BUCHANAN AREA RECREATION BOARD							
101-756.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	CREDIT CARD CHARGES FROM DECEMBER 2	12321-12622	03/14/22	1,102.00	
Total For Dept 756.000 BUCHANAN AREA RECREATION B						1,102.00	
Total For Fund 101 GENERAL						95,931.26	
Fund 107 DOWNTOWN DEVELOPMENT FUND							
Dept 435.000 FARMERS' MARKET							
107-435.000-762.000	WEBSITE	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-PO	03/14/22	29.97	
Total For Dept 435.000 FARMERS' MARKET						29.97	
Total For Fund 107 DOWNTOWN DEVELOPMENT FUND						29.97	
Fund 501 W & S MAINTENANCE & OPERATION							
Dept 000.000							
501-000.000-210.009	2009 SRF PRINCIPAL BOND PM	US BANK BOND CONTROL	209 SRF AND 2010 SWRF BOND PAYMENTS	022222	03/25/22	95,000.00	
Total For Dept 000.000						95,000.00	
Dept 506.000 2000 BOND SERIES							
501-506.000-962.012	INTEREST-2009 SRF	US BANK BOND CONTROL	209 SRF AND 2010 SWRF BOND PAYMENTS	022222	03/25/22	10,250.00	
501-506.000-962.013	INTEREST-2010 DWRF	US BANK BOND CONTROL	209 SRF AND 2010 SWRF BOND PAYMENTS	022222	03/25/22	11,937.50	
Total For Dept 506.000 2000 BOND SERIES						22,187.50	
Dept 590.000 SEWER MAINTENANCE & OPERATION							
501-590.000-730.000	POSTAGE	KCI	MARCH WATER BILL PRINTING	308473	03/02/22	541.11	
501-590.000-818.000	CONTRACTUAL	NORTH SHORE ANALYTICAL	MERCURY ANALYSIS	13827	03/15/22	175.00	
501-590.000-818.000	CONTRACTUAL	WINDEMULLER	HEADWORKS LIFT STATION SERVICE CALL	218065	02/27/22	1,330.00	
501-590.000-818.000	CONTRACTUAL	WOLVERINE ELECTRICAL C	HEADWORKS SERVICE CALL TO WIRE PUMP	8683	02/21/22	210.65	
501-590.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	MONTHLY BILLING CYCLE FOR 2/16/22 -	021222-2	03/05/22	225.91	
501-590.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	BILLING CYCLE FOR 1/29/22-2/28/22	02922-022822	03/14/22	1,337.68	
501-590.000-921.000	UTILITIES	MICHIANA RECYCLING & D	TRASH/RECYCLING MONTHLY BILLING	030422	02/08/22	136.00	
501-590.000-931.000	MAINTENANCE-BUILDINGS	FAB-N-WELD	SPARE UV SCREEN	91381	03/14/22	600.00	
501-590.000-931.000	MAINTENANCE-BUILDINGS	HICKOK PLUMBING & HEAT	PLANT RECIRC. HEATING UNIT SERVICE	2456	03/14/22	125.00	
501-590.000-931.000	MAINTENANCE-BUILDINGS	HONOR CREDIT UNION	CHARGES FROM OCTOBER THROUGH JANUAR	102021-012022-60	03/14/22	199.03	
501-590.000-933.000	MAINTENANCE - EQUIPMENT	HONOR CREDIT UNION	CHARGES FROM OCTOBER THROUGH JANUAR	102021-012022-60	03/14/22	93.25	
501-590.000-936.000	SLUDGE REMOVAL	SE BERRIEN COUNTY LAND	SLUDGE DISPOSAL	0154346-IN	03/14/22	295.20	
501-590.000-936.000	SLUDGE REMOVAL	SE BERRIEN COUNTY LAND	SLUDGE DISPOSAL	0154271-IN	03/14/22	295.20	
501-590.000-939.000	MAINTENANCE - VEHICLE	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-PO	03/14/22	111.60	
501-590.000-939.000	MAINTENANCE - VEHICLE	RIDGE NAPA AUTO PARTS	TRUCK OIL CHANGE SUPPLIES AND 30W G	0154271-IN	03/14/22	177.74	
501-590.000-960.000	EDUCATION AND TRAINING	HONOR CREDIT UNION	CHARGES FROM OCTOBER THROUGH JANUAR	102021-012022-60	03/14/22	30.60	
501-590.000-962.000	MISCELLANEOUS	HONOR CREDIT UNION	CHARGES FROM OCTOBER THROUGH JANUAR	102021-012022-60	03/14/22	95.00	
Total For Dept 590.000 SEWER MAINTENANCE & OPERAT.						5,978.97	
Dept 591.000 WATER MAINTENANCE & OPERATION							
501-591.000-728.000	OFFICE SUPPLIES	HONOR CREDIT UNION	CHARGES FROM OCTOBER 2021 THROUGH J.	102021-012022	03/14/22	192.58	
501-591.000-730.000	POSTAGE	HONOR CREDIT UNION	CHARGES FROM OCTOBER 2021 THROUGH J.	102021-012022	03/14/22	53.98	
501-591.000-730.000	POSTAGE	KCI	MARCH WATER BILL PRINTING	308473	03/02/22	541.12	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 501 W & S MAINTENANCE & OPERATION							
Dept 591.000 WATER MAINTENANCE & OPERATION							
501-591.000-751.000	GAS AND OIL	WEX BANK	GAS PURCHASES FOR THE MONTH OF FEBRU	79096078	03/22/22	111.26	
501-591.000-756.000	MISCELLANEOUS SUPPLIES	RUSSEL ROLF	2 6' STEEL STRIPS	030822	03/14/22	15.00	
501-591.000-768.000	UNIFORMS	HONOR CREDIT UNION	CHARGES FROM OCTOBER 2021 THROUGH J.	102021-012022	03/14/22	148.40	
501-591.000-818.000	CONTRACTUAL	SELGE	WORK ON 2" WATER SERVICE AT MILL PO	10436	03/25/22	1,955.60	
501-591.000-853.000	TELEPHONE, INTERNET, CABLE	COMCAST BUSINESS	MONTHLY BILLING CYCLE FOR 2/16/22 -	021222-2	03/05/22	299.70	
501-591.000-921.000	UTILITIES	INDIANA MICHIGAN POWER	BILLING CYCLE FOR 1/29/22-2/28/22	02922-022822	03/14/22	6,115.02	
501-591.000-937.000	METERS - HYDRANTS - FITTING	FERGUSON WATERWORKS #1	22" CORPORATIONS STOPS	0266990	03/14/22	682.00	
501-591.000-938.000	MAINTENANCE - SYSTEM	HONOR CREDIT UNION	CHARGES FROM OCTOBER 2021 THROUGH J.	102021-012022	03/14/22	449.99	
501-591.000-938.000	MAINTENANCE - SYSTEM	HONOR CREDIT UNION	CHARGES FROM JULY 2021 THROUGH DECE	072021-122021-61	03/14/22	490.78	
501-591.000-939.000	MAINTENANCE - VEHICLE	HONOR CREDIT UNION	MONTHLY CHARGES OCTOBER 2021 THROUG	102021-012022-PO	03/14/22	111.60	
501-591.000-960.000	EDUCATION AND TRAINING	HONOR CREDIT UNION	CHARGES FROM OCTOBER 2021 THROUGH J.	102021-012022	03/14/22	95.00	
Total For Dept 591.000 WATER MAINTENANCE & OPERAT						11,262.03	
Total For Fund 501 W & S MAINTENANCE & OPERATION						134,428.50	
Fund 701 TRUST AND AGENCY							
Dept 000.000							
701-000.000-250.001	ELECTRICAL PERMITS	KEN SIMPSON	ELECTRICAL INSPECTION SERVICES FOR	030122	03/14/22	1,006.40	
701-000.000-250.091	BUCHANAN TREE FRIENDS	ANN TUIITE	TREE FRIENDS BROCHURES & INSERTS	030422	03/14/22	294.90	
Total For Dept 000.000						1,301.30	
Total For Fund 701 TRUST AND AGENCY						1,301.30	

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund Totals:							
			Fund 101 GENERAL			95,931.26	
			Fund 107 DOWNTOWN DEVELOPMENT FUND			29.97	
			Fund 501 W & S MAINTENANCE & OPERATIO			134,428.50	
			Fund 701 TRUST AND AGENCY			1,301.30	
			Total For All Funds:			<hr/> 231,691.03	

Item IX. A.

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
			Fund Totals:			
			Fund 101 GENERAL			95,931.26
			Fund 107 DOWNTOWN DEVELOPMENT FUND			29.97
			Fund 501 W & S MAINTENANCE & OPERATI			134,428.50
			Fund 701 TRUST AND AGENCY			1,301.30
			Total For All Funds:			<hr/> 231,691.03



REGULAR MEETING OF THE BUCHANAN CITY COMMISSION
MONDAY, FEBRUARY 28, 2022 – 7:00 PM
CHAMBER OF BUCHANAN CITY HALL - 302 N REDBUD TRAIL, BUCHANAN MI

MINUTES

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

* 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

Meeting called to order by Mayor Denison at 7:00 pm

II. Recognition

None

III. Pledge of Allegiance

Mayor Denison led in the Pledge of Allegiance.

IV. Roll Call

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

Absent: None

City Staff: City Manager, Heather Grace; City Treasurer, Stephanie Powers; City Clerk, Kalla Langston; Community Development Director, Richard Murphy; Chamber Executive Director/Main Street Manager, Ashley Regal; Bookkeeper, Courtney Baham; Public Services Director, Mike Baker; Sargent John Leonard

V. Approve Agenda

Motion made by Weedon, Seconded by Money to approve the agenda as presented. Roll call vote carried unanimously.

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

None.

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

A. Consider Approving Regular Meeting Minutes for February 14th, 2022.

B. Consider Approving Expenditures for February 28th, 2022, in the amount of \$300,459.18

C. Consider Accepting Staff Activity Reports.

Motion made by Downey, Seconded by Weedon to approve the Consent Agenda as presented, including paying the February 28, 2022, bills in the amount of \$300,459.18. Roll call vote carried unanimously.

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

A. Audit Presentation by Kruggel-Lawton.

Alex Shaffer from Kruggel-Lawton gave a brief report to the Commission about highlights of the audit See attachment A from the Audit Report.

Motion made by Swem, Seconded by Money to accept the 2021 Audit as presented. Roll call vote carried unanimously.

IX. Reports by: Departments, Committees, Boards

A. Community Development Report- Richard Murphy.

Murphy introduced Brian Dougherty, one owner of Buchanan Craft LLC. Daugherty presented a short proposal for a fast-casual dining concept and small music venue in the heart of Downtown Buchanan, focused on serving organic and locally sourced meals for the whole community, paired with craft cider, non-alcoholic beverages, and wine. Would also employ 15 to 25 employees. Dougherty has really taken notice of some of the city initiatives that have gone on. They were really persuaded by the citizen survey, where over half of the respondents desired more restaurants in the downtown area. There are several different incentive programs the city offers, and that attracted them to this project. They are looking for consideration for an Off-Premises Tasting Room Local Unit of Government Approval for Buchanan Craft LLC, as well as approval for the Buchanan Craft LLC Local Unit of government Approval for opting into the City of Buchanan Social District

Motion made by Money, Seconded by Weedon to approve the Off-Premises Tasting Room Local Unit of Government Approval for Buchanan Craft LLC, as presented. Roll call vote carried unanimously.

Motion made by Swem, Seconded by Downey to approve the Buchanan Craft LLC Local Unit of government Approval for opting in to the City of Buchanan Social District, as presented. Roll call vote carried unanimously.

Grace applauded the Commission for developing the incentive programs.

Murphy is thrilled at this development. Thanked the property owner and the business owners for taking this leap of faith.

Murphy introduced Rhett Johnson.

Rhett Johnson gave a brief update to the commission on the progress of his business.

Asking for consideration for application submitted by Sardor Vakhidov, Blackbirds LLC, and Elkhorn LLC to operate an Adult Use Marihuana Process Facility at 402-404 S. Oak St. approved by the Planning Commission on February 8, 2022.

Motion made by Downey, Seconded by Weedon to approve the Adult Use Marihuana Process Facility application for 402-404 S Oak St as presented. Roll call vote carried unanimously.

B. Treasurer's Report- Stephanie Powers will provide the Commission with a brief update.

Powers touched on general fund spending for the approved amount. She updated the commission on that she and Bookkeeper Courtney Baham have started and sent what they have on tax review.

Baham is still updating the millage rates for the Commission, mainly the historical information. Swem wanted to make sure that it was available to the public. It will be up on our website, and printouts will be in the lobby of city hall. Weedon asked for a timeline with the consultant firm hired to help with the audit and when it was going to be done. Grace is thinking a few more weeks but will update the Commission after her meeting with them tomorrow.

X. Unfinished Business

None.

XI. New Business

A. Introduction and first reading of Ordinance 2022.02/428- Ordinance for Land Development Policy.

Motion made by Swem, Seconded by Money to approve the first reading of Ordinance #2022.02/428, for the regulation of a land development policy for City-owned properties. Roll call vote carried unanimously.

B. Introduction and first reading of Ordinance 2022.02/429- Food Truck Ordinance.

Motion made by Weedon, Seconded by Downey to approve the first reading of Ordinance #2022.02/429, for the regulation of food trucks and food vendors as presented. Roll call vote carried unanimously.

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

A. Berrien County Trail Master Plan Information

Grace briefed the Commission on the Berrien County Trail Master Plan. The County wants to engage with the city about the trail expansion from a monetary stand point. Grace would like to be an advocate for the city to communicate with the Berrien County Planning Commission.

B. Review of Initial Draft of 2021 IPMC. First Reading of Ordinance to be on Next Agenda.

Grace wanted to give as much time as possible for the community to read and give input on the proposed ordinance.

Motion made by Weedon, Seconded by Swem to add the 2021 International Property Maintenance Code to be added to the agenda of our next City Commission meeting, for considered first reading as an Ordinance. Roll call vote carried unanimously.

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

Norma Ferris: Asked about Channel 17. Grace said she would be happy to talk to her after the meeting about that.

XIV. Executive Comments

A. City Manager Comments

Grace wanted to address Channel 17 issues since it was mentioned. Grace is working with Comcast. Everything is broadcast in HD now, but the equipment we have is not programmed to do so. We have been trying unsuccessfully for just over a year now to get them to do it. We have made progress recently, and hopefully that channel will be fixed soon.

We had some watermain breakages recently and she wanted to thank the public works crew, the water department and everyone who assisted. She also wanted to thank our residents for their

patience, and she does apologize for any inconvenience. The commission is being proactive with these infrastructure projects. She hopes everyone has a great night.

B. Commissioner Comments

Money: Expressed that it was a pleasure to see Mr. Dougherty and great to see the big contribution he's doing for the city by redeveloping that corner. It's been run down for a great number of years, and he knows they're going to do a great job and wishes them the best. He thanked everyone for being here, as well as the Commission and the City Staff for everything they do. This Commission has pushed ahead, and he thinks they are doing a great job.

Downey: Downey missed the last meeting and went to the website to see if anything was available. He noticed some minutes and videos missing from before Langston's arrival. Langston was able to address his concerns. With the switch of the website, unfortunately we did not get everything transferred over. City staff is working on uploading them one by one. Downey sent out his condolences for Mr. Weaver, he will be missed.

Swem: Thanked River St. Joe, Flat-Water Farms and everyone involved – he's really looking forward to the vibrance they will bring downtown. Excited that they are taking advantage of the investment opportunities that the city offers. He wants the public to know the importance of the IPMC and is looking forward to a dialogue from the residents.

Weedon: Thanked the Commission. No matter how difficult the decisions we have made, no matter how many things were thrown at us, we kept our heads down and kept thinking of the City. That's our number one responsibility. He thanked Brian for seeing the vision, this is going to be well done and beautiful. Sent thanks to Blackbirds LLC and the 25 jobs they'll bring in; that brings in more people to grow our City. This commission has not had it the easiest. There were people stuck in their ways and we had entirely different staff, so it's a welcome change. It's great to see these opportunities being afforded to us because of the difficult decisions the Commission made. Thanks to Murphy, it's a welcome change to see someone who wants to build the city as much as us.

C. Mayor Comments

Thanked everyone for coming. Thanked the City staff and especially Courtney for putting the tax review together. Thanked Brian and River St. Joe for stepping into the City. It's going to be such a statement to see that building open again. He also thanked to Elain and Rhett as well.

Nominating Petitions are available at the City Clerks office deadline is April 19th. There are 3 seats going to be open for City Commissioner. Langston is also looking for election workers, it's a great way to get involved in the community.

Denison wanted to make a statement about the events in Europe, and for everyone to remember how good we have it.

XV. Adjourn

Motion made by Weedon, Seconded by Money to Adjourn the meeting at 7:49 PM

Kalla Langston, City Clerk

Mayor Sean Denison

Pending Approval



City of Buchanan USDA Project Update

March 14, 2022



Review of Issues

- September 13, 2021 – Jason Washler Presentation:
 - Review of past studies and issues
 - SAW
 - CIP
 - USDA Project
 - Data presented:
 - Maps of the systems (water, sanitary, storm)
 - Photos of defects and pipe condition
 - Age – charts and maps
 - Area needs and project areas
 - Costs
- Summary - Everything (in downtown core) is old and has reached its useful life

Scope and Timeline

- Downtown Reconstruction Project (2023/2024)
 - Sanitary, Water, Storm and Street Reconstruction
 - New Streetscape in Downtown
 - Lead/Galvanized Water Service Line Replacement
 - Street Light upgrade at Oak and Front
- Well House and Treatment Facility (2023/2024)
 - New Well
 - Iron Treatment

Downtown Reconstruction Locations



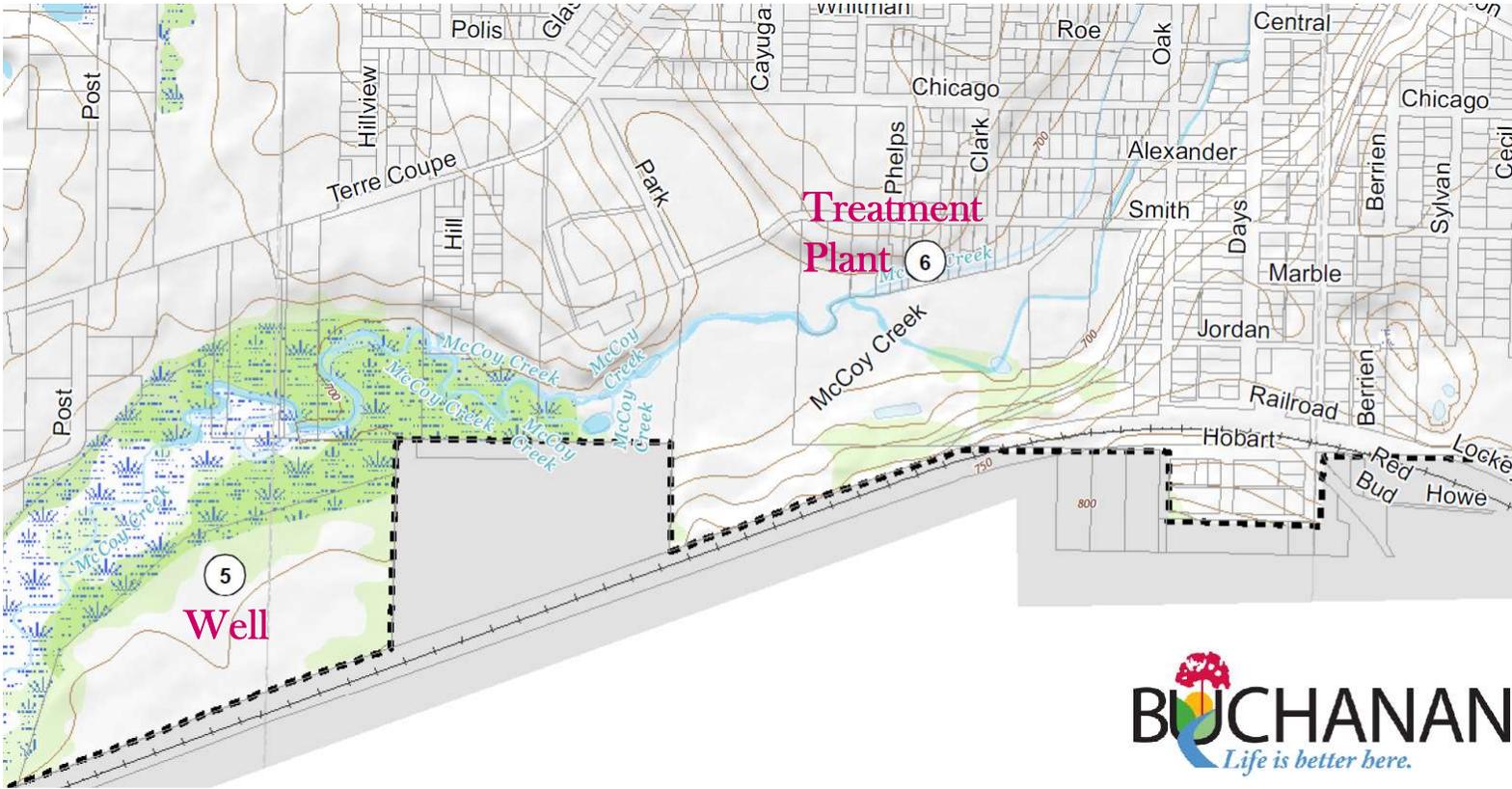

SCALE: 1" = 1,000'

LEGEND
Phase 1 - 2023
Phase 2 - 2024

CITY OF BUCHANAN
Berrien County, MI
PROJECT PHASING
Prein&Newhof
2190800



Well and Treatment Plant Locations



Project Update - General USDA

September 2021 To Date

- Closed USDA Letter of Intent
- Locked in Interest Rates and Conditions with USDA for Sanitary and Water
- Met with USDA on Loan Closing Checklist
- Transition from Application to Meeting Loan Closing Requirements

Project Update - General USDA

Next Steps

- Complete USDA Checklist for Closing on Loans (39 items)
 - Submit professional service agreements to USDA
 - Certify the number of users on the system
 - Right-of-way certifications
 - Develop proposed rate analysis and rate structure
 - Submit plans and specification to RD for approval
 - Bid Projects

Project Update – Downtown Reconstruction Project

September 2021 To Date

- Ongoing Topographic Survey
- Underground Utility Survey
- Environmental Corridor Evaluation
- Streetscape Meetings
- Title Work requested for Easement for ROW Certification

Project Update – Downtown Reconstruction Project

Next Steps

- Geotechnical Survey (Soil Borings)
- Develop Construction Plans and Specifications
- Permitting of Creek Crossings (and other permits)
- Streetscape Concept and Design
- Develop Phasing Plan of Construction 2023 vs. 2024
- Develop Maintenance of Traffic and Access Management Plan

Project Update - Wellhouse and Treatment

September 2021 To Date

- Water Samples collected and tested
- Coordinating with DPW site design (same location)
 - Survey
 - Geotechnical
 - Phase 1
 - Concept Layout

Project Update - Wellhouse and Treatment

Next Steps

- EGLE Meeting on Site
- Review new well location with City staff
- Review treatment goals with manufacturer representatives
- Develop treatment building expansion plans
- Develop construction plans and specifications for well and treatment

Questions?

City of Buchanan
USDA Project Update

March 14, 2022



Golf Cart Proposal for



- Bring the campground feel to our community – encourages old fashion social interaction.
- Allow for elderly to move around easier and attend more downtown activities.
- More attendance to the music festivals and other planned events.
- Free up parking for out-of-town business / designated parking for Golf carts somewhere around the Commons or Senior Center parking lot.
- More sales at our farmer markets – People would fill the carts with more items.
- Allow tours for new residence to see what Buchanan has to offer.
- Lower emissions – usage of battery operating carts
- Additional parade activity – Decorate golf carts - Similar to the boat parades
- Reduce speeds in our town and cut traffic noise
- More affordable way to get around town.
- Slows down the pace of living and puts smiles on faces.
- Join the large list of cities that have already approved the usage of golf carts and add to the reasons why this is the greatest city in America.



Authorized Dealer of



Township / City	Allowed	Ordinance
Albion	Yes	2015-07
Algonac	Yes	
Bad Axe	Yes	
Bancroft	Yes	294-18
Caseville	Yes	
Centreville	Yes	
Chesaning	Yes	2012-03
Clay Twp.	Yes	
Colon	Yes	
Constantine	Yes	
Eden Twp.	Yes	
Elkton	Yes	
Elmira	Yes	
Gibraltar	Yes	
Goodrich	Yes	
Grand Beach	Yes	53
Grand Blanc	Yes	
Grass Lake	Yes	
Laingsburg	Yes	
Lapeer	Yes	
Lawrence	Yes	2017-04
Livonia	Yes	
Logan Twp.	Yes	
Ludington	Yes	
Luna Pier	Yes	
Marcellus Twp.	Yes	2018-1
Marine City	Yes	
Memphis	Yes	
Midland	Yes	
Milford	Yes	
Morenci	Yes	16-323
North Branch	Yes	
Northville	Yes	
Olivet	Yes	
Peck	Yes	
Quincy	Yes	
Reese	Yes	

1897 N. Lapeer Rd. Lapeer, MI 48446 – Phone: (810) 667-5447 – Fax: (810) 272-7069 – www.ViersGolfCars.com

Richfield Twp.	Yes	
Southgate	Yes	
South Haven	Yes	
Stockbridge	Yes	
Taylor	Yes	
Tekonsha	Yes	2016-08
Troy	Yes	
Ubly	Yes	16350
Union City	Yes	
Unionville	Yes	VOU50-2017
Yale	Yes	
Montrose	Pending	

**CITY OF BUCHANAN
COUNTY OF BERRIEN, STATE OF MICHIGAN
RESOLUTION NO. 2022.03/425**

**RESOLUTION OF SUPPORT FOR LOCAL MATCH FOR DNR MNRTF GRANT FOR
THE MCCOY’S CREEK TRAIL EXTENSION PROJECT**

WHEREAS, the City of Buchanan City Commission supports the Department of Natural Resources’ (DNR) submission of an application titled, “The McCoy’s Creek Trail Extension Project” to the Michigan Natural Resources Trust Fund (MNRTF) for the development of an approximately 0.7-mile extension of the existing McCoy's Creek Trail, an existing non-motorized walking, biking, and running trail in Buchanan.

WHEREAS, the project will extend the existing McCoy's Creek Trail from EB Clark Woods to Walton Road over St. Joseph River bridge and to River St. Joe Brewery located in both the City of Buchanan and the Township of Buchanan in Berrien County.

WHEREAS The McCoy’s Creek Trail Extension Project will create an important connection from the existing McCoy’s Creek Trail that traverses through Historic Downtown Buchanan and surrounding neighborhoods to public access areas on the St. Joseph River and continue on to the regional destination of River St. Joe Brewery and Flatwater Farms, a compelling terminus and destination that will result in more trail users. This project is the necessary first step down the path to connect Buchanan, MI - the southern and eastern gateway to a tourism center in Southwest Michigan - to the extensive and developed regional trail system, the Indiana Michigan River Valley Trail ("IN-MI River Valley Trail.)

WHEREAS, the location of the proposed project is within the jurisdiction of The City of Buchanan and Buchanan Township, and, WHEREAS, the proposed project, if completed, will be a benefit to the community.

WHEREAS, the Buchanan City Commission is hereby making a financial commitment to the project in the amount of \$180,000.00 matching funds, in cash; and,

NOW THEREFORE, BE IT RESOLVED that the Buchanan City Commission hereby authorizes submission of Michigan DNR MNRTF Grant Application for \$300,000.00, and further resolves to make available its financial obligation amount of \$180,000.00 combined with the NATS and MDOT Transportation Alternative Program funds of \$339,770.00 for a total match of \$519,770.00 (63%) for a total \$819,770.00 project cost, during the 2023-2024 fiscal year.

AYES:

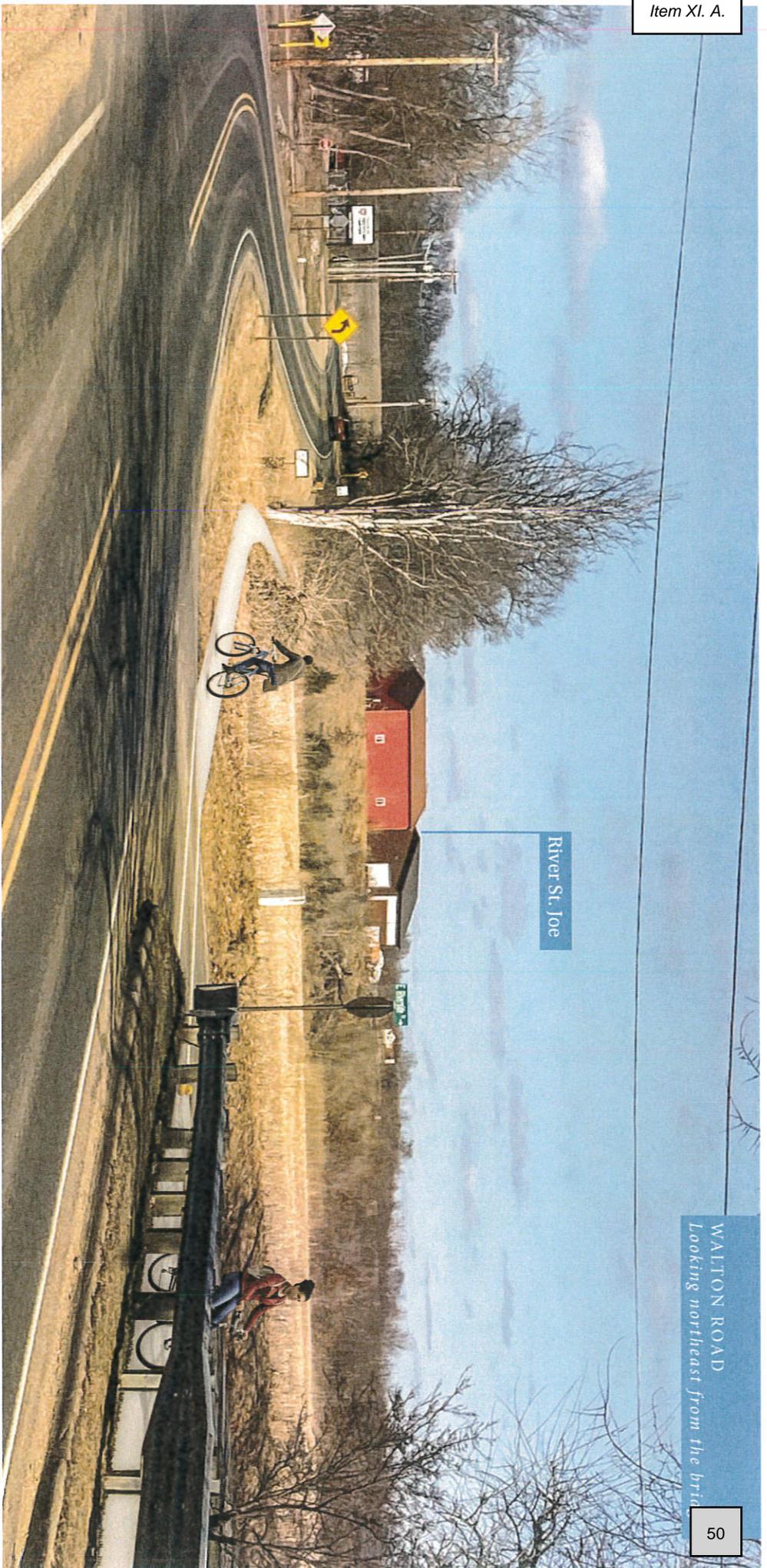
NAYES:

ABSENT:

MOTION APPROVED.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by _____ of _____ at their regular meeting held on _____ 20__, at _____ p.m. in _____, with a quorum present.

Dated: _____



Extending Bike Friendliness

BEYOND THE CITY LIMITS

The City should work to expand its trail into a network that connects multiple destinations, including on the Northside and beyond. Nearby businesses such as River St. Joe have already been recognized with bike friendly awards. An expanded dedicated trail network helps to connect Buchanan with the region and establishes it as a place for active and healthy lifestyles. The concept illustrated here proposes that the River Street Bridge in Buchanan be retrofitted to include dedicated trails on each side of the bridge.



The Common Rental Policy

Reservation Order-of-Priority

As The Common is a public park owned and operated by the City of Buchanan, ...

- 1. City-affiliated, open-to-the-public events
 - On a date decided by the group in or before January of the upcoming event season, The Common Collective (a representative from each City-affiliated organization) will meet to determine upcoming schedule for the year. All parties will have equal opportunity to select dates at this time. After this date, event requests will be treated on a first-come-first-serve basis.
 - Additional meetings may be scheduled as deemed necessary by the group.
- 2. Non-city-affiliated open-to-the-public events
 - In February of the same year, non-city open-to-the-public rental requests will be considered for rental on a first-come-first-serve basis. All rental requests will be considered equal from this point on, and no dates will be reserved prior to February 1st for this group.
- 3. Private, ticketed, or special interest events
 - All private, ticketed, or special interest events must be considered and approved by The Commission. Affected parties may come to the open meetings and speak in support of their proposed event.
 - Examples of special interest groups include:
 - Political events, religious events, issue-based groups, advocacy groups and more.

Reservation Process

- ALL GROUPS: Please be sure to include necessary set-up and teardown time in addition to event time when making a reservation request.
- For Group 1: Schedule will be determined at annual meeting. Please come prepared with requested dates and back-up dates.
- For Groups 2 and 3: To request a date for an event, please complete The Common Rental Request Form and email it to aregal@cityofbuchanan.com. The date and time of the email received will be treated as the rental request date.

Rental Policy

- Event Management ... Each group is responsible for managing their own event. ...
- Liability ...
- Usage rules ...

Rental Process

- Before Event ...
- During Event ...

- After Event ...

Pricing Policy

- For Group 1: There is no charge for the rental of The Common. The use of The Common Stage, Backstage, and Redbud City Center Restrooms are all available for use. All extra supplies or needs for the event must be covered by each respective group.
- For Group 2: A blanket \$200 fee will be charged for open-to-the-public, non-city events. This cost is intended to contribute to the costs of city resources used to manage these events including staffing, heat/electric costs and wear and tear on the facilities. The use of The Common Stage, Backstage, and Redbud City Center Restrooms are all available for use. All extra supplies or needs for the event must be covered by each respective group.
- For Group 3:
 - o Private and Special Interest Groups: for approved events, the rental fee for private and special interest events will be determined by anticipated attendance and therefore proportional city-resources. The attendance pricing policy is as follows:
 - 0-150 = \$200
 - 151-300 = \$350
 - 301-500 = \$500
 - 500+ = \$750
 - o Ticketed Events: for approved events, the rental fee for ticketed events will be determined by ticket sales (attendance) and therefore proportional city-resources. The ticketed pricing policy is as follows:
 - 0-150 = \$200 PLUS 5% of ticket sales
 - 151-300 = \$350 PLUS 7% of ticket sales
 - 301-500 = \$500 PLUS 10% of ticket sales
 - 500+ = \$750 PLUS 15% of ticket sales

All stated and implied policies in this document are subject to change.

**City of Buchanan
Cash Management Account Balances
Honor Credit Union
AS OF 2/28/2022**

ACCOUNTS PAYABLE CHECKING	\$9,586.82	Encumbered
CASH MANAGEMENT CHECKING	\$1,110,841.81	
TAXES FUND 703	\$271,353.66	
DIAL-A-RIDE CHECKING FUND 588	\$56,115.82	Restricted: \$122,020.00
DIAL-A-RIDE SAVINGS	\$0.00	Account Closed.
SHARES	\$260.00	56/57-000 Investments
CASH MANAGEMENT MONTHLY TOTALS:	\$1,448,158.11	
TOTALS BY FUND:		
BROWNFIELD AUTHORITY TIF FUND 109	\$28,576.24	
BFCS SMALL CITIES FUND 104	\$0.00	
CAPITAL PROJECTS FUND 103	\$111,673.47	Assigned: \$1,202,616.00
DDA FUND 107	\$17,886.42	
GENERAL FUND 101	\$391,287.13	Nonspendable: \$185,945.00 Assigned: \$46,703.00 Unassigned: \$2,175,085.00
HOUSING FUND 246	\$149.86	
LOCAL STREETS FUND 203	\$120,942.21	Nonspendable: \$2,020.00 Restricted: \$571,948.00
MAJOR STREETS FUND 202	\$52,490.57	Nonspendable: \$2,155.00 Restricted: \$661,700.00
TAXES 703	\$178,573.99	
OAKRIDGE CEMETERY FUND 711	\$32,445.00	Committed: \$328,819.00
REPAIR & DEMOLITION 702	\$0.00	
STREET REPAIR & MAINT FUND 214	\$59,241.80	Committed: \$380,319.00
TRUST & AGENCY FUND 701	\$60,243.31	

WATER & SEWER ENTERPRISE FUND 501	\$438,703.12	Investment in Capital Assets:
		\$9,673,945.00
		Unrestricted: \$9,076,407.00
CASH MANAGEMENT MONTHLY FUND TOTALS:	\$1,492,213.12	

**HUNTINGTON BANK INTEREST EARNED
FISCAL 2021-2022**

	101	501	202	203	214	107	109	588	103	711	104	702	
Month	*General	Water & Sewer	Major Streets	Local Streets	Street Repair	DDA	Brownfield TIF	Dial-A Ride	Capital Projects	Oakridge Cemetery	Buchanan Small Cities	Repair & Demo	Sub-Total
Jul-21	\$4.84	\$0.49	\$1.59	\$0.12	\$0.13	\$0.10	\$0.09	\$0.05	\$0.04	\$0.07	\$0.00	\$0.00	\$7.52
Aug-21	\$4.29	\$0.42	\$1.46	\$0.03	\$0.13	\$0.09	\$0.08	\$0.53	\$0.00	\$0.06	\$0.00	\$0.00	\$7.09
Sep-21	\$3.02	\$0.22	\$0.60	\$0.01	\$0.05	\$0.03	\$0.04	\$0.00	\$0.00	\$0.03	\$0.00	\$0.00	\$4.00
Oct-21	\$0.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.50
Nov-21	\$1.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.11	\$0.00	\$0.00	\$0.00	\$0.00	\$1.15
Dec-21	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$0.00	\$0.00	\$1.62
Jan-22	\$1.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.12	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00
Feb-22	\$2.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.11	\$0.00	\$0.00	\$0.00	\$0.00	\$2.30
Mar-22		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apr-22		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
May-22		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jun-22		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$19.19	\$1.13	\$3.65	\$0.16	\$0.31	\$0.22	\$0.21	\$1.11	\$0.04	\$0.16	\$0.00	\$0.00	\$26.18

*Includes A/P, Cash Management & Payroll

**HONOR CREDIT UNION INTEREST EARNED
FISCAL 2021-2022**

	101	501	202	203	214	107	109	588	103	711	104	702	
Month	*General	Water & Sewer	Major Streets	Local Streets	Street Repair	DDA	Brownfield TIF	Dial-A-Ride	Capital Projects	Oakridge Cemetery	Buchanan Small Cities	Repair & Demo	Sub-Total
Jul-21	\$473.08	\$331.84	\$18.91	\$7.24	\$0.00	\$1.67	\$13.51	\$3.80	\$6.37	\$1.12	\$0.00	\$0.00	\$857.54
Aug-21	\$1,500.64	\$203.31	\$27.50	\$8.86	\$0.00	\$1.96	\$13.51	\$12.43	\$7.84	\$1.41	\$0.00	\$0.00	\$1,777.46
Sep-21	\$1,149.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.18	\$0.00	\$0.00	\$0.00	\$0.00	\$1,172.48
Oct-21	\$1,535.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.22	\$0.00	\$0.00	\$0.00	\$0.00	\$1,581.39
Nov-21	\$1,032.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.72	\$0.00	\$0.00	\$0.00	\$0.00	\$1,078.35
Dec-21	\$901.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.17	\$0.00	\$0.00	\$0.00	\$0.00	\$950.34
Jan-22	\$371.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.55	\$0.00	\$0.00	\$0.00	\$0.00	\$396.69
Feb-22	\$250.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.65	\$0.00	\$0.00	\$0.00	\$0.00	\$263.15
Mar-22		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apr-22		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
May-22		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jun-22		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$7,213.63	\$535.15	\$46.41	\$16.10	\$0.00	\$3.63	\$27.02	\$218.72	\$14.21	\$2.53	\$0.00	\$0.00	\$8,077.40

*Includes A/P, Cash Management & Taxes

City of Buchanan
Cash Management Account Balances
HUNTINGTON BANK
As of 2/28/2022

ACCOUNTS PAYABLE CHECKING 2373	\$12,541.64	Encumbered
CASH MANAGEMENT CHECKING 5155	\$303,611.01	
PAYROLL CHECKING 2386	\$15,329.44	Encumbered
DIAL-A-RIDE SAVINGS 9019	\$13,857.74	Restricted: \$122,625.00
CASH MANAGEMENT MONTHLY TOTALS:	\$345,339.83	
TOTALS BY FUND:		
BROWNFIELD AUTHORITY TIF FUND 109	\$28,576.24	
BFCS SMALL CITIES FUND 104	\$0.00	
CAPITAL PROJECTS FUND 103	\$111,673.47	Assigned: \$1,202,616.00
DDA FUND 107	\$17,886.42	
GENERAL FUND 101	\$391,287.13	Nonspendable: \$185,945.00 Assigned: \$46,703.00 Unassigned: \$2,175,085.00
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CASH MANAGEMENT MONTHLY FUND TOTALS:	\$1,492,213.12	

DRAFT 12/09/21

Sec. ___-___. - Planned Developments.

Subsec. ___-___. - Intent.

This Section _____ provides enabling authority and standards for the submission, review, and approval of applications for any planned development (PD) within the City. A PD is intended to allow for a combination of land uses, site designs, layout flexibility and innovation. The primary purpose of this Section ___ is to encourage the creation of desirable and efficient working and/or living environments that are designed and developed as integrated projects with harmonious land uses and compatibility with surrounding areas and natural features. This Section _____ authorizes the consideration and use of PD regulations to:

1. Encourage the use of land in accordance with its character and adaptability;
2. Promote the conservation of natural features, fragile lands and the preservation of important and historic community resources;
3. Encourage flexibility and innovation in land use and design for the purpose of protecting the character of the community and enhancing the quality of life in the City;
4. Promote the efficient use of land to facilitate an economic arrangement of buildings, circulation systems, land uses and utilities;
5. Promote the enhancement of housing diversity, shopping, traffic circulation, and recreational opportunities for the people of the City and visitors; and
6. Promote and ensure greater compatibility of design and use between and among neighboring properties.

Any PD must comply with this Section _____ and the 2003 Zoning Ordinance or amended Zoning Ordinance (hereinafter “Zoning Ordinance”). The provisions of this Section ___ are intended to result in land use and development substantially consistent with the goals, objectives and future land use plan reflected in this Section ___ and the City’s Master Plan, as amended.
(Ord. Rev. 2022 § ___)

Subsec. ___-___. - Qualifying conditions.

A PD may be considered in any area of the City. However, as a condition of PD application approval, the applicant must demonstrate that the PD will result in a recognizable and substantial benefit to the ultimate users and occupants of the PD and the community. Such benefit may include, but shall not be limited to, the preservation of important natural and/or historic features, the provision of open lands, the provision of a mix of land uses, and/or innovation in design and project configuration.
(Ord. Rev. 2022, § ___)

Subsec. ___-___. - Development requirements.

A. *PD Application Evaluation.* The City shall evaluate each PD application in accord with the following general standards. The proposed development shall be:

1. Designed, constructed, and maintained to be an integrated and harmonious development, appropriate in appearance with the existing or intended character of the general vicinity and land uses;

2. Served adequately by essential public facilities and services, such as highways, streets, pedestrian ways, police and fire protection, drainage structures, refuse disposal, water and sewer, telecommunications;
3. Compatible with the capacities of public services and facilities it may affect;
4. In compliance with the intent for a planned development as contained herein; and
5. In compliance with the Floodplain Overlay District requirements of the Zoning Ordinance, as amended.

B. *Permitted Uses Within a PD.* Any principal or accessory land uses permitted in any Zoning District, either as a use by right or a use subject to special conditions under this Ordinance Section, or any combination of such uses, may be considered within a PD, provided, however, that the Planning Commission and City Commission must reach a finding that all such proposed uses and the impacts they may generate on one another and on the surrounding community shall be generally compatible and harmonious with one another. In the event of any inconsistent findings, the findings and PD approval decision of the City Commission shall be final and controlling.

C. *PD Guidance Standards.* Unless specifically waived or adjusted by the City Commission through the provisions of Subsection __-21.__D, below, the dimensional standards set forth in Table 1 shall be used as a guide in evaluating the size, bulk and dimensions of proposed PD. For a PD proposing more than one type of land use, the appropriate guidance and Zoning Ordinance standards shall be applied for each such type of use.

TABLE 1. GUIDANCE STANDARDS

Proposed Redevelopment Land Use	Building Separation	Front Yard	Side Yards (Each)	Rear Yard	Building Height-Stories/Ft.	Lot Min. Max. Bldg. Coverage	Min. Area per Unit
Light Industrial	0 ft., except as provided herein	10 ft., or 45 ft., if abutting residential	0 ft., or 45 ft., if abutting residential	20 ft., or 45 ft., if abutting residential	2.5/40	Min. 7500 Sq. Ft. Max. 80% of lot	N/A
Heavy Industrial		10 ft., or 45 ft., if abutting residential	0 ft., or 45 ft., if abutting residential	20 ft., or 45 ft., if abutting residential	2.5/40	Min. 20,000 Sq. Ft. Max. 80% of lot	N/A

Central Business District	N/A	0 ft., or 30 ft., if abutting residential	0 ft., or 30 ft., if abutting residential	15 ft., or 30 ft., if abutting residential	3/40	N/A	N/A
CD Cluster Residential or PUD	See Zoning Ordinance	See Zoning Ordinance	See Zoning Ordinance	See Zoning Ordinance	See Zoning Ordinance	See Zoning Ordinance	See Zoning Ordinance
Commercial District	N/A	25 ft., or 30 ft., if abutting residential	0 ft., or 30 ft., if abutting residential	25 ft., or 30 ft., if abutting residential	3/40	Min. 10,000 Sq. Ft. Max. 65% of lot	N/A
Neighborhood Commercial	N/A	25 ft.	0 ft., or 30 ft., if abutting residential	10 ft., or 25 ft., if abutting residential	2.5/40	Min. 7000 Sq. Ft. Max. 65% of lot	N/A
Multi-Family Senior Residential	See R-4 Zoning Ordinance	See R-4 Zoning Ordinance	See R-4 Zoning Ordinance	See R-4 Zoning Ordinance	See R-4 Zoning Ordinance	See R-4 Zoning Ordinance	See R-4 Zoning Ordinance
Single Family Residential	See R-1A & R-1B Zoning Ordinance	See R-1A & R-1B Zoning Ordinance	See R-1A & R-1B Zoning Ordinance	See R-1A & R-1B Zoning Ordinance	See R-1A & R-1B Zoning Ordinance	See R-1A & R-1B Zoning Ordinance	See R-1A & R-1B Zoning Ordinance
Two Family Residential District	See R-2 Zoning Ordinance	See R-2 Zoning Ordinance	See R-2 Zoning Ordinance	See R-2 Zoning Ordinance	See R-2 Zoning Ordinance	See R-2 Zoning Ordinance	See R-2 Zoning Ordinance
Multi-Family Residential District	See R-3 Zoning Ordinance	See R-3 Zoning Ordinance	See R-3 Zoning Ordinance	See R-3 Zoning Ordinance	See R-3 Zoning Ordinance	See R-3 Zoning Ordinance	See R-3 Zoning Ordinance

Table 1 Guidance Standards Requirements.

1. In the event of a conflict between the specifications of Table 1 and any provisions of the Zoning Ordinance, the Zoning Ordinance shall be controlling.
2. All development uses must comply with all provisions, requirements, prohibitions and regulations of the applicable Zone and all other provisions of the Zoning Ordinance.
3. For buildings proposed to house more than one type of use, the guidance standards of the principal use within the structure, as proposed by the applicant, shall be used.

4. Building separation standards shall apply to multiple structures located on a single parcel within the PD and shall not be less than twenty (20) feet, except in the case of party-wall or zero lot line structures.

3. Applicable setback standards shall be applied for structures within a PD and sited on individual parcels. For structures located adjacent to the boundary of the PD, the setback between such structure and boundary of the PD shall be determined from the requirements for the Zoning District adjoining that boundary.

4. In no instance shall building heights exceed forty (40) feet.

D. Departures from Guidance Standards. Consistent with the planned development concept, and to encourage flexibility and creativity in development, departures from the guidance standards may be granted upon the recommendation of the Planning Commission as part of the approval of a PD. Such departures may be authorized, in the judgment of the City Commission, upon the report of the Planning Commission:

1. There are features or planning mechanisms incorporated into the project which would generally achieve the objectives of each of the regulations from which a departure is being requested; and/or

2. The proposed planned development is likely to be more consistent with the objectives of the city's future land use plan than a development under the terms of the guidance standards. Provided, that under no circumstances shall a structure exceed a maximum height of forty (40) feet.

E. Phasing/Staging. The stages or phases of any PD shall be so structured and scheduled that, if later stages or phases of the development are not implemented, the prior phase(s) or stage(s) shall be consistent with the provisions of this Section and shall not detract from the feasibility of developing the remaining portion of the subject PD area in an appropriate and desirable manner.

F. Private Roads. Private roads within a PD, if any, shall conform to the minimum road construction standards established by the City. The City Commission, upon report from the Planning Commission, may approve departures from the strict application of such private road standards where an alternative road design is likely to be more consistent with the objectives of the PD and the City's future land use plan than roads meeting the City's minimum construction standards. The applicant must pay all costs of inspection and maintenance. All necessary agreements pertaining to private road construction and maintenance shall be reviewed and approved by the City and must be executed and recorded prior to the commencement of construction.

(Ord. Rev. 2022, § __)

Subsec. __-__. - Application process.

A. Application Procedure. The procedure for application, review, and approval of a PD shall be a two-part process. The first part shall be application and approval of a preliminary development plan, which may at the City Commission's sole discretion require amending the Zoning Ordinance so as to reclassify the property for the purposes of the proposed PD. Such action shall

confer upon the applicant concept approval for the length of time established by the City Commission in the amendatory ordinance granting the PD designation. The second part of the review and approval process shall be the application for approval of a final development plan for the entire project or for anyone or more phases of the PD. Final development plan approval shall require the granting of site plan approval by the Planning Commission pursuant to the Zoning Ordinance.

B. *Effect of approval.* The granting of a PD application may require an amendment of the Zoning Ordinance and the zoning map. If so, an approval granted under this Section _____, including all aspects of the final development plan and conditions imposed, will constitute an inseparable part of the Zoning Ordinance.

C. *Preapplication Conference.* Prior to the submission of an application for planned development, the applicant shall meet with the planning and development team appointed by the City Manager. The applicant shall present at such conference, or conferences, a sketch plan of the PD, and the following information:

1. A description of the property in question and disclosure of ownership interests;
2. The total number of acres or square feet to be included in the PD project;
3. A description of the proposed land uses including the approximate number of residential units, if any, and the approximate number, type, and square footage of nonresidential development. This shall also include a description of the general development concept, including structures to be retained, remodeled or removed, an overall architectural concept or development theme, and markets to be served by the PD;
4. The relationship of the PD to the surrounding neighborhood.
5. The approximate area of the proposed PD to be devoted to each use;
6. A general description of any departures from the regulations of this Section _____ that may be requested;
7. A description of how the proposed PD will relate to the objectives of the City's Master Plan;
8. All known natural resources, historic sites and natural features, including any views from off the site to important natural features and any impediments to development;
9. The benefits that are expected to result from the adoption of the PD provisions pertaining to the subject site; and
10. If the plan is to be carried out in phases or stages, a description the phases or stages and the approximate time line for each phase or stage.

Based on the information presented, the planning and development team will advise the applicant of possible issues and concerns the City may want addressed should the PD application be submitted. However, any such initial response from the planning and development team shall not constitute legal or project advice or be regarded as either conclusive or complete and the applicant shall be so advised.

D. *Preliminary Development Plan and/or Rezoning Request—Submission and Content.* Following the preapplication conference, fourteen (14) paper copies (unless otherwise required by the City) and an electronic PDF of a preliminary development plan and a PD application shall be submitted. The submission shall be made to the Zoning Administrator who shall forward it to the Planning Commission for consideration at a regular or special meeting and Planning

Commission subsequent written report to the City Commission. The plan shall be prepared by a licensed professional engineer, community planner, or architect and shall be accompanied by an application form and fee as determined by the City Commission. The application for preliminary development plan approval and/or rezoning shall contain the all of the following information, unless specifically waived by the Planning Commission:

1. All the information required for the preapplication conference.
2. A boundary and topographic survey including date, north arrow, and scale that shall not be more than 1" = 100'.
3. Locational sketch of site in relation to surrounding area.
4. Legal description of property including common street address(es).
5. All lot or property lines with dimensions.
6. General location of all buildings within one hundred (100) feet of all property lines.
7. General location and size of all existing structures on the site.
8. General location and size of all proposed structures on the site.
9. General location and dimensions of all existing and proposed streets, driveways, parking areas, including total number of spaces, and typical dimensions.
10. General size and location of all areas devoted to open space.
11. Detail on the abutting Zoning District(s) and the general dimensions and approaches planned to achieve a gradual transition between the proposed PD and the surrounding neighborhood.
12. Location of existing vegetation and general location and size of proposed landscaped areas and buffer strips.
13. All areas within the Floodplain Overlay District as defined in accordance with the Zoning Ordinance.
14. A general signage plan, showing the type, location and dimensions of all signs. Only the signage located on the signage specifications stated within the plan will be permitted.
15. A plan for debris management and dust abatement during construction.
16. An illustration of parking areas including traffic flow diagrams and a detailed estimate of parking demand based on all proposed uses.
17. A written narrative describing all of the following:
 - a. The nature and concept of the project.
 - b. The proposed density, number, and types of dwelling units if a residential PD.
 - c. How the proposed project meets the objectives of this PD Ordinance.
 - d. The legal mechanisms and structures proposed to assure the perpetual maintenance of all open space proposed.
 - e. How the proposed project will be served by public water, sanitary sewer, storm drainage, electric, gas, and telecommunications which shall be prepared by a registered professional engineer.
 - f. The phasing or staging plan.
 - g. Proof of ownership or legal interest in property or deed from the City and related Development Agreement with the City.
18. The name, address and phone number of the applicant.
19. The name, address and seal of the professional engineer, planner or architect that prepared the plan.

E. Preliminary Development Plan—Planning Commission Review.

1. Pre-public hearing discussion (optional). The applicant may meet with the Planning Commission in a pre-public hearing discussion. At the pre-public hearing discussion, the Planning Commission shall review the preliminary development plan and shall make reasonable inquiries of the applicant. The Planning Commission shall determine whether the application is complete and may ask questions of the applicant and seek further information. The Planning Commission shall consider any waivers of application materials or direct that materials or information recommended for waiver be provided. The Planning Commission shall review the preliminary development plan for consistency with the provisions of this Ordinance Section and may provide the applicant with its initial comments, provided, however, that the Planning Commission shall not render any judgments concerning the PD application prior to the public hearing and the applicant shall be advised that any initial comments of the Planning Commission during the pre-public hearing discussion are subject to change and shall not be construed as a final judgment of the City.

2. Planning Commission Public Hearing. Prior to setting the public hearing, the applicant shall submit all required and requested information to the City. Once complete, the Planning Commission shall conduct a public hearing, subject to all public meeting hearing notices. Following the hearing, the Planning Commission shall render a decision on the proposed PD application or table the matter for further information and/or consideration. Any decision made on the PD application shall take into account the project's consistency with this Section ___-___. (Ord. Rev. 2022, § ___)

Subsec. ___-___. - PD design considerations and performance standards.

A proposed PD shall take into account the following design considerations, as they are necessary to ensure compliance with all applicable regulations and to ensure the compatibility of the project with adjoining properties and the general area in which the property is located. The Planning Commission shall review the preliminary development plan to evaluate whether each of the following standards are appropriately addressed in the design and development plan. In all instances, except with regard to building height, the Planning Commission may recommend exceptions where the imposition of one or more of the following standards would result in patterns of development that would be out of character with the development and/or with the surrounding area:

A. *Building massing.* Except as provided herein, exterior building surfaces must not exceed thirty (30) feet in length without an architectural break, such as a change in elevation, window or doorway or building line. Multiple buildings on a single parcel (if permitted) shall be separated by a distance of at least twenty (20) feet. Existing sight corridors from off the site to natural, cultural or historic features shall be preserved or enhanced to the greatest extent possible.

B. *Building height.* Buildings within a PD may exceed the height limitations of the most proximate abutting zoning district and the guidance standards of Subsection _____.C, or Table 1, hereof, if a minimum yard equal to the height of the building shall be provided on any side of a building adjoining another Zoning District, provided, that under no circumstances shall a structure exceed a maximum height of forty (40) feet.

C. *Fumes and odors.* No fumes or odors shall be permitted at any property line.

D. *Dust and litter.* During construction of a PD, the terms of the debris management and dust abatement shall be followed.

E. *Architectural character and landscaping.* Building architecture shall reflect a common theme or pattern that shall be internally consistent within the PD and aesthetically appropriate for the setting and neighborhood. Landscaping shall be required along public roadways to soften presentation from the street.

F. *Artificial light.* Artificial lighting shall be aesthetically designed and shielded to prevent light from casting off the property, to the greatest extent possible. Building surface reflectivity, on-site lighting and landscape screening shall be planned and executed such that the degree of light cast off the site shall not exceed one foot candle at the PD boundary. Exceptions may be made for decorative fixtures.

G. *Traffic and access.* Maximum daily traffic volumes shall be estimated prior to development and the site design shall be developed to accommodate such volumes safely. In addition, the Planning Commission may require a traffic impact study and contingency provisions within the development to manage volumes that exceed such estimate. Access shall be provided to regional arterial roadway through on-site access or off-site cross access easements. Where possible, nonresidential development shall provide cross access easements to adjoining nonresidential development.

H. *Stormwater runoff.* No off-site discharge of stormwater shall be permitted except to an approved drainage system.

I. *Noise.* The applicant shall document measures proposed in the PD to achieve full compliance with the City's Noise Ordinance.

J. *Visual screening.* A visual barrier, preferably consisting of mixed evergreens and deciduous vegetation, shall be established to provide a permanent opaque screen of service areas, dumpsters and loading docks and a partial buffer to parking areas and similar less intrusive elements, from surrounding residentially zoned or used property. Where natural landscaping is not feasible, fences or walls may be substituted if they are designed to complement the proposed development and buildings and are generally compatible with surrounding uses.

K. *Outdoor storage.* All outdoor storage, if permitted, shall be completely screened from view from all offsite points with natural landscaping. If natural landscaping is not feasible, fences or walls may be substituted, if designed to complement and enhance the proposed development and buildings and are generally compatible with surrounding uses.

L. *Signage.* Exterior signage shall conform to the requirements of the Sign Ordinance and the signage plan submitted as a part of the preliminary development plan and shall include effective design approaches to screen signs within the PD from view from surrounding private property occupied by residential land uses.

M. *Parking.* Off-street parking shall be provided in accord with the requirements of _____ of the Zoning Ordinance. In a mixed use development, the applicant shall propose shared parking arrangements to reduce pavement within the development. For such shared parking arrangement, the applicant shall provide for an enforceable mechanism to assure cooperation among future building owners and occupants to assure the viability of a shared parking arrangement. The minimum number of off-street parking spaces shall be determined by considering each proposed use and its likely peak hour parking demand. A maximum daily parking demand matrix will be used to determine the peak hour demand for all combined uses and the proposed PD shall provide for not less than the greatest peak hour requirement for the combined uses reflected in such matrix. The use of deferred parking areas (or reserved interim green areas) may be considered to calibrate the required parking standards with evolving conditions.

(Ord. Rev. 2022, § __)

Subsec. ___-___. - Standards for Zoning Approval.

Following the public hearing, the planning commission shall recommend to the City Commission either approval, denial, or approval with conditions of the PD application and preliminary development plan. In making its recommendation, the Planning Commission shall make written findings on the following standards:

- A. Granting of PD will result in a recognizable and substantial benefit to the ultimate users of the project and to the community.
 - B. The proposed type and density of use shall be compatible with the capacities of the public services and facilities it may affect, and shall not place a material burden upon the subject or surrounding land or property owners and occupants or the natural environment.
 - C. The proposed development shall be compatible with the Master Plan of the City and shall be consistent with the intent and spirit of this Section ___.
 - D. The proposed development shall be under single ownership or control such that there is a single person or entity having responsibility for completing the project in conformity with this ordinance.
 - E. The proposed phasing/staging plan is feasible and each of the proposed phases/stages shall be capable of standing on its own and in conjunction with previously constructed phases/stages in terms of the provision of all required services, facilities, open space and amenities to insure the protection of natural resources and the health, safety and welfare of the users of the PD and surrounding residents.
- (Ord. Rev. 202, § ___)

Subsec. ___-___. - City Commission approval.

A. *Manner of approval.* After receiving the recommendation of the Planning Commission, the City Commission shall consider the PD application at a public hearing in accordance with this Section ____, hearing notice requirements hereof and, following said hearing, either approve, deny, or approve with conditions the PD application and preliminary development plan in accordance the standards for approval and conditions for a PD. No building permit shall be issued for any improvements in the PD until Planning Commission approval of the PD final development plan.

B. *Effect of approval.*

1. Any PD amendment, including the preliminary development plan as approved, the incorporated narrative and all conditions imposed, if any, shall constitute the land use authorization for the PD. Such authorization shall remain in effect for a period of one year from the date of approval by the City Commission, unless a longer period is granted by the City Commission. Uses not specifically identified in the preliminary development plan, as amended, shall not be permitted. During the period of effectiveness of the preliminary development plan, the applicant shall be permitted to submit one (or more if the project is to be proposed in phases/stages) site plan applications seeking final PD approval pursuant to Subsection ___. In the event that an application for a final PD is not submitted within the time limits set forth in the approved preliminary concept development plan and any extensions thereof that may be permitted and approved, the approval granted under this Section ___ shall expire.

3. Prior to commencement of construction, the applicant shall record an affidavit with the Berrien County Register of Deeds that shall contain the following:

- a. Date of approval of the PD by the City Commission.
- b. Legal description of the property.
- c. A statement that the property shall be developed in accordance with the approved PD preliminary development plan and any conditions imposed by the City Commission or Planning Commission.

(Ord. Rev. 2022, § __)

Subsec. __-____. - Final development plan.

A. *Submittal.* After receiving the PD preliminary development plan approval from the City Commission, the applicant shall submit a final development plan for review and approval by the Planning Commission prior to starting any construction. The final development plan shall contain the same information required for the preliminary development plan, the information required for site plan review in Section ____, a detailed plan indicating all signs proposed in accordance with the preliminary development plan, and any information specifically requested by the Planning Commission in its review of the preliminary development plan. Only signage located in detail on the signage specifications stated within the plan will be permitted.

B. *Standards for PD final development plan approval.* Upon receipt of a complete application for final development plan for an approved PD, the Planning Commission shall review said application and either approve, deny, or approve with conditions the final development plan. In making its decision, the Planning Commission shall make findings on whether the proposed PD meets the intent of the PD, that it is consistent with the preliminary development plan and that it meets the requirements of Section ____ for site plan approval.

C. *Conditions.*

1. In approving a PD final development plan, the Planning Commission may impose reasonable conditions. Conditions imposed shall be:

- a. Designed to protect natural resources, the health, safety, and welfare, and the social and economic wellbeing of those who will use the land use or activity under consideration, residents, and landowners immediately adjacent to the proposed land use or activity, and the community as a whole.

- b. Related to the valid exercise of the police power, and purposes that are affected by the proposed use or activity.

- c. Necessary to meet the intent and purpose of the Zoning Ordinance and the preliminary development plan, be related to the standards established in the ordinance for the land use or activity under consideration, and be necessary to ensure compliance with those standards.

2. The conditions imposed with respect to the approval of a PD final development plan shall be recorded in the record of the approval action and shall remain unchanged except upon the mutual consent of the Planning Commission and the landowner. The Planning Commission shall maintain a record of conditions that are unchanged. The final development plan, as approved, shall act as a restriction upon the development. The development must conform with the final development plan and no building permit shall be issued for any improvements that are not in compliance with said plan.

(Ord. Rev. 2022, § __)

Subsec. ___-___. – Applicant Performance.

The City Manager is authorized, subject to City Commission review and final approval, to enter into and execute any real and/or personal property transfers, one or more Development Agreements, and such further instruments as are required to carry into effect a PD application or finally approved application.

(Ord. Rev. 2022, § ___)

Subsec. ___-___. - Commencement of construction.

Except otherwise as provided in an applicable Development Agreement, Construction of a PD must be started within one (1) year from the effective date of the grant of final development plan approval. This time limit may be extended upon application to the Planning Commission if it is demonstrated that substantial progress is being made in completing plans and securing financing. In the event that construction has not commenced within these time limits and any extensions thereof that may be permitted and approved, the approval granted under this Section ___ shall expire. For the purposes of this Subsection, completion of a final phase/stage shall be the date all structures intended for occupancy by homeowners, tenants, residents or businesses have been approved for occupancy by the City.

(Ord. Rev. 2022, § ___)

Subsec. ___-___. - Modification and amendments.

A. Changes to a PD preliminary development plan. Minor changes to a PD preliminary development plan may be approved by mutual agreement of the applicant and the Planning Commission, provided the changes comply with all applicable requirements of this Section ___ and the Zoning Ordinance and all other city regulations or state law. In reaching a determination on whether a proposed change may be treated as a minor amendment, the Planning Commission shall make a determination based on the facts presented by the applicant and shall be guided by the standards of this Section ____. Minor changes include:

1. Adjustments to the total combined building area not to exceed the lesser of five thousand (5,000) square feet or five (5) percent of the gross floor area in any phase/stage of development, provided that the cumulative effect of such changes shall not exceed the lesser of five thousand (5,000) square feet or five (5) percent of total gross floor area in the PD. Adjustments to building heights shall not be considered a minor amendment.
2. Adjustments to project phases/stages to either accelerate or retard the development of previously approved project elements, provided, however, the Planning Commission shall have the authority to evaluate such a proposed change in project phasing/staging to determine whether the sequence of project elements proposed was a key element of approval of the preliminary development plan. If, in the judgment of the Planning Commission, project phasing/staging and the sequence of development elements are regarded as key elements of the preliminary development plan approval, a proposed change to project phasing/staging shall not be regarded as a minor change under this Subsection.
3. A change in the land uses proposed within the PD resulting in an increase or decrease in any type of use; such as, but not limited to retail uses or residential uses; of not more than ten (10) percent of the floor area originally approved for that type of use. provided, however, if in the

judgment of the Planning Commission, the particular mix of land uses proposed and approved in the preliminary development plan is regarded as a key element of the preliminary development plan approval, a proposed change to the mix of land uses shall not be regarded as a minor change under this Subsection.

4. A change proposing the relocation of a building or structure such that not less than seventy (70) percent of building or structure footprint shall remain within the footprint as reflected in the preliminary development plan.

5. The Planning Commission may not approve as a minor change any element of a preliminary development plan that the City Commission in its approval of the preliminary development plan identified as a key element in its approval. The Planning Commission may not modify any condition imposed by the City Commission when the City Commission approved the preliminary development plan.

B. *Modification of a final development plan.* Minor changes to a PD finally approved development plan may be approved by the Planning Commission, as follows:

1. The relocation of structures, the relocation and reconfiguration of roads, planting areas, parking areas, signs, lighting, and driveways, provided that all such improvements remain in the same general location as approved by the Planning Commission and provided further that all such changes shall result in no significant additional impact on adjoining properties than would result from the original development.

2. Minor adjustments among proposed land uses which, in the judgment of the Planning Commission, do not result in a fundamental change in the character of the development, provided, however, that no use type originally approved shall be eliminated and no new use not originally approved shall be added as part of a minor amendment to a PD.

C. *Amendment of an approved PD.* Except as provided in Subsections _____.A. and B., all changes in an approved PD shall be considered major changes and shall be processed in accord with the original approval procedures for a PD. Nothing in this Section ____ shall prevent the Planning Commission from treating any proposed change to a PD as a major change to be processed in accord with the original approval procedures, if in the judgment of the Planning Commission, a more complete review and approval process is needed to evaluate the proposed change.

(Ord. Rev. 2022 , § __)

Subsec. __-__. - Existing planned developments.

PD's that have been approved and developed under the provisions of this Section _____ prior to this amendment shall continue to be occupied and used in accordance with the provisions in effect when they were approved. However, where the development has not yet occurred or phases/stages have not been completed, such uncompleted phases/stages shall be developed only in accordance with the current provisions of this Section _____. Furthermore, any changes or modifications to such planned developments shall be approved in accordance with the requirements and procedures of the current provisions of Section _____.

(Ord. Rev. 2022 , § __)

Subsec__-___. – Requests for proposals and contractual arrangements.

In order to effectuate the purposes of this Ordinance, the City Commission may, in its sole discretion, direct the issuance and publication of one or more requests for proposals for purchase, lease and/or development of a property or combination of properties as the City Commission deems necessary and award bids and enter into contractual arrangements with one or more successful bidders for purchase, lease and/or development of a property or combination of properties.

DEVELOPMENT AGREEMENT

This Agreement to Purchase and Develop Land is entered into as of _____, 20__ (the “Effective Date”), by and between the City of Buchanan, a Michigan public body corporate, acting by and through the _____, whose address is _____, _____, Michigan _____, referred to herein as the “City,” and _____, a Michigan _____ liability company, whose address is _____, Michigan _____, referred to herein as “Developer.”

RECITALS:

A. Developer has offered to purchase and develop land located in the City of Buchanan, the legal descriptions of which is set forth on Exhibit A attached hereto and incorporated by reference, in accordance with the terms, covenants, and conditions of this Agreement.

B. Developer has represented to the City that it has the qualifications and financial ability to develop the land in accordance with this Agreement.

C. The City believes that the development of the Property pursuant to this Development Agreement and the fulfillment generally of this Development Agreement are in the best interests of the City and the health, safety and welfare of its residents.

In consideration of the foregoing recitals and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions shall, wherever they appear in this Agreement, be construed as follows:

1.01 “**Advance**” shall mean those funds deposited with the City by Developer upon the execution of this Agreement as set forth in Article 3.

1.02 “**Affiliate**” shall mean a parent, subsidiary or other company controlling, controlled by or in common control with Developer.

1.03 “**Agreement**” shall mean this Agreement and the following Exhibits and Schedules attached hereto and expressly made a part hereof:

- Exhibit A Legal Description of Property
- Exhibit B Site Plan Summary
- Exhibit C Quit Claim Deed
- Exhibit D Irrevocable Power of Attorney
- Exhibit E Certificate of Authority
- Exhibit F Developer’s Acknowledgment and Receipt of Development Plan

1.04 **“Agreement Term”** shall mean the period of time from the Effective Date until the Certificate of Completion is issued by the City or this Agreement is terminated.

1.05 **“Associate”** shall mean any consultant, contractor, subcontractor, or any other party engaged by Developer and the agents and employees of said parties engaged by Developer to undertake any of the activities associated with the performance of this Agreement.

1.06 **“Certificate of Completion”** shall mean the written certification issued by the City as provided in Section 11.02 upon the completion by Developer of all Improvements on the Property in accordance with the terms and conditions of this Agreement.

1.07 **“City”** shall mean the City of Buchanan, a Michigan public body corporate.

1.08 **“Closing”** shall mean a date agreed upon by the parties hereto for the transfer of title to the Property, but in no event shall said date be more than ninety (90) days from the Effective Date.

1.09 **“Construction Plans”** shall mean all plans, drawings, specifications, related documents, and construction progress schedule, respecting the Improvements to be constructed on the Property by Developer.

1.10 **“Deed”** shall mean the Quit Claim Deed conveying the Property to Developer by the City in substantially the form as attached hereto as Exhibit C.

1.11 **“Developer”** shall mean the party specified as such in the preamble to this Agreement, its employees and agents and its successors, assigns, personal representatives, executors, and administrators.

1.12 **“Development Plan”** shall mean the Development Plan for Redevelopment Project No. ____, and subsequent modifications thereto as recorded in Liber ____, page ____, as approved and adopted by the City of Buchanan’s City Commission on _____, 20__, and as further modified in accordance with Article 22 of this Agreement, which is incorporated in this Agreement by reference and made a part hereof.

1.13 **“Encumbrance”** shall mean any covenant, license, right of way, easement, limitation, condition, reservation, restriction, right or option, mortgage, pledge, lien, construction lien, mechanic's lien, charge, conditional sale or other title retention agreement or arrangement, encumbrance, lease, sublease, security interest, or trust interest.

1.14 **“Event of Default”** and **“Default”** shall have the meanings as set forth in Article 15 of this Agreement.

1.15 **“Improvements”** shall mean the construction proposed in the preliminary development proposal submitted to the City by Developer containing site plans and elevation drawings relative to the uses Developer agrees to construct on the Property a summary of which is set forth in Exhibit B attached hereto and made a part hereof.

1.16 **“PC”** shall mean the City of Buchanan Plan Commission.

1.17 **“Project”** shall mean the development of the Property and the construction of the Improvements thereon in accordance with this Agreement.

1.18 **“Property”** shall mean that parcel of land more particularly described in Exhibit A attached hereto and made a part hereof.

1.19 **“Purchase Price”** shall mean that sum specified in Section 3.01 hereunder to be paid to the City by Developer in consideration for the City conveying the Property to Developer for development in accordance with the terms of this Agreement.

ARTICLE 2. ENGAGEMENT OF PARTIES

2.01 **Engagement.** The City hereby agrees to convey the Property in consideration of Developer's agreement contained herein to purchase and develop the Property in accordance with the terms, conditions and covenants of this Agreement. Developer agrees to purchase and develop the Property in accordance with the terms, conditions and covenants of this Agreement.

2.02 **City Approval of Agreement.** Prior to closing and the delivery of the Deed, Developer shall have no authority to commence construction activities on the Property without prior written approval by the City. In no event shall Developer commence construction activities prior to the recording of this Agreement with the Office of the Berrien County Register of Deeds. Developer will pay the cost of recording this Agreement.

ARTICLE 3. SALE / COMPENSATION

3.01 **Purchase Price.** Subject to the terms, covenants, and conditions of this Agreement, Developer agrees to purchase and develop, and the City agrees to convey, the Property for the price of _____ Dollars (\$_____.00), to be paid by wire transfer or certified or cashier's check simultaneously with the delivery of the Deed.

3.02 **Advance.** The Advance of _____ Dollars (\$_____.00) is to be deposited with the City by Developer prior to the execution of this Agreement, and is to be held by the City as security for the performance of the obligations of Developer contained herein. Upon the issuance of the Certificate of Completion, the Advance will be returned to Developer without interest. If Developer does not satisfy the requirements for issuance of the Certificate of Completion in accordance with the terms of this Agreement, the City is entitled to retain the Advance in whole or in part, in the City's sole discretion, without rebate to Developer, in partial settlement of any claims it may have against Developer for breach of this Agreement.

ARTICLE 4. TITLE INSURANCE/DEED

4.01 **Title Insurance.**

a. **Commitment.** Developer has obtained a commitment for an owner's title insurance policy for the Property setting forth the status of the title of the Property and all encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and all other matters of record affecting the Property, subject to the terms, covenants, and conditions of this Agreement and standard exceptions (the “Title Commitment”). The Title Commitment will be in the amount of the Purchase Price and will be issued by a responsible title insurance company acceptable to the City and authorized to do business in the State of Michigan. Upon receipt of the Title Commitment, Developer will deliver to the City a copy of the Title Commitment together with copies of all instruments of record referred to therein. Developer shall have the right, within ten (10) days of the Effective Date, to identify in writing those exceptions and/or title encumbrances identified therein that are unacceptable to it, in which event the City shall have reasonable opportunity for a period not to exceed twenty (20) days (but not the obligation) to cure or remove such exceptions (if any) and to satisfy any other requirements set forth therein. The City's failure or inability to do so, or conscious decision not to do so, communicated in writing to Developer, shall give Developer the right to terminate this Agreement and be relieved of all further obligation to perform hereunder, in which event the City shall promptly return any and all funds deposited by Developer with the City as an Advance as defined in Article 3 herein above.

b. Policy. The City shall not order or pay the premium for an owner's policy of title insurance, nor will the City provide any estoppel or seller's certificate to the Developer or the title insurance company. Any title insurance policy insuring Developer's title to the Property, whether an owner's or mortgage policy, with or without standard exceptions, will be at Developer's expense.

4.02 Title/Deed.

a. Conveyance. At the Closing, if Developer has complied with all of those terms and conditions precedent to Closing as specified hereunder, the City will deliver the Deed to the Property to Developer.

b. Title conveyed. Such conveyance and title shall be a determinable fee pursuant to Articles 13 and 16, and shall, in addition to the conditions and covenants hereinafter provided for, be subject to existing easements and restrictions of record, all applicable zoning and building laws, and other encumbrances (if any) specifically referred to in Exhibit A. Developer acknowledges that the City has not made, and by execution of this Agreement or any Deed does not make, any representations or warranties whatsoever with respect to title to the Property.

ARTICLE 5. TAXES AND ASSESSMENTS

5.01 Property on Tax Rolls at Closing. In the event that the Property is on the tax rolls at the date of Closing, all taxes and assessments which have become a lien upon the Property at the date of Closing shall be paid by the City provided that current City and County taxes shall be prorated and adjusted to the date of Closing or transfer of possession, whichever is earlier, on a due date basis.

5.02 Property Not on Tax Rolls at Closing. In the event that the Property is not on the tax rolls at the date of Closing, Developer agrees to pay to the City at Closing an amount equal to the ad valorem taxes which would have been levied had the Property been on the tax rolls, prorated from the date of Closing or transfer of possession, whichever is earlier, to the dates when the next tax bills are issued after the date the Property is placed back on the tax rolls. For purposes of this Section 5.02 only the Taxable Value of the Property shall be equal to one-half (1/2) the Purchase Price. The Property will be placed back on the tax rolls as of December 31 of the year in which the Closing or transfer of possession takes place. For example, if the date of Closing or transfer of possession is on or before December 31, 2021, the Property would be placed back on the tax rolls effective December 31, 2021, and the next tax bills issued would be July 1, 2022 for the summer taxes and December 1, 2022 for the winter taxes. The payment for taxes would be pro-rated to June 30, 2022 and November 30, 2022, respectively. If the date of Closing and transfer of possession take place on or after January 1, 2022, the Property will not be placed on the tax rolls until December 31, 2022, and tax bills will not be issued until July 1 and December 1, 2023. In that case, the payment for taxes would be prorated to June 30 and November 30, 2023.

ARTICLE 6. REPRESENTATION AND WARRANTIES

6.01 Inducement. In order to induce the City to enter into this Agreement, Developer represents and warrants to the City that:

a. Organization and Qualification. It is a duly organized _____ company, validly existing and in good standing under the laws of the State of Michigan, and has full power and authority to carry on its business as it is now being conducted.

b. Power to Make Agreement. It has the power to make, deliver and perform this Agreement and finance the Improvements in accordance with the terms and conditions of this Agreement and has taken all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.

c. Lack of Legal Impediments. The execution, delivery and performance of this Agreement will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement, or any provision of Developer's organizational documents (articles of organization and operating agreement) and will not violate any provision of, or constitute a default under, any agreement or contract to which it is a party, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement.

d. Legal Operation. It is, to the best of its knowledge, in compliance with all existing laws and regulations applicable to it, the violation of which would or could materially adversely affect its operations or would or could materially adversely affect its ability to fulfill its obligations under this Agreement.

e. Litigation. As of the date of this Agreement, no litigation or administrative proceeding of or before any court or administrative body is presently pending, nor, to its knowledge, is any such litigation or proceeding presently threatened, against it or any of its property, that, if adversely determined, would or could materially affect its ability to fulfill its obligations under this Agreement.

f. Financial Statements. The financial statements, if any, previously submitted to the City in connection with this Agreement (i) are complete and correct in all material respects, (ii) accurately present its financial condition as of the dates, and the results of its operations for the periods, for which same have been furnished, and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby.

g. Other Information. To the best of its knowledge, all other written information, reports, papers, and data, if any, given to the City by Developer with respect to it are accurate and correct in all material respects and substantially complete insofar as completeness may be necessary to give the City a true and accurate knowledge of the subject matter and all projections of future results are, in its opinion, reasonable.

h. Other Agreements. To the best of its knowledge, it is not a party to any agreement or instrument materially and adversely affecting its present or proposed business, properties or assets, operation or condition, financial or otherwise, not disclosed to the City in writing; and it is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions set forth in any agreement or instrument to which it is a party, the violation of which would or could materially affect its ability to fulfill its obligations under this Agreement.

i. Brokerage and Finder's Fees and Commissions. It will indemnify the City and hold it harmless with respect to any commissions, fees, judgments, or expenses of any nature and kind which it may become liable to pay by reason of any claims by or on behalf of brokers, finders or agents incident to this Agreement and the transaction contemplated hereby resulting from any acts by Developer or any litigation or similar proceeding arising therefrom unless the City has by separate agreement provided for such payment.

j. Security Ownership. The listing of the record owners owning ten percent (10%) or more of the membership, shares or ownership interests issued by Developer and Affiliates as of the date of this Agreement which indicates the names of such record owners, their percentage ownership thereof, the type of interest owned thereby, the number of units of such interest and the issuer thereof, is true and complete in all respects. It has no knowledge of any persons or entities other than the record owners of said interests having any beneficial or other interest therein.

6.02 Survival. All of the representations and warranties contained in this Article 6 or pursuant hereto shall survive the delivery of the Deed and shall remain in full force and effect until the Certificate of Completion

is issued. Developer shall indemnify and hold the City harmless from and against, and shall be obligated to pay and reimburse the City for, any and all loss and damage (including reasonable attorneys' fees, whether inside or outside counsel) which the City may sustain or incur as a result of any misrepresentation or breach of warranty on the part of Developer due to the City's reliance thereon.

ARTICLE 7. TESTS AND SURVEY; CONDITION OF PROPERTY

7.01 Due Diligence. Subject to the conditions set forth below, Developer shall have a period of sixty (60) days from and after the Effective Date (the "Due Diligence Period") to conduct physical inspections, surveys, soil boring and bearing tests, and such environmental due diligence on or for the Property as Developer deems appropriate to determine the suitability of the Property for the Development (the "Due Diligence Activities). Permitted Due Diligence Activities may include, but shall not necessarily be limit to investigations, environmental site assessments and/or a Baseline Environmental Assessment ("BEA") as defined in Part 201, of the Natural Resources and Environmental Protection Act ("NREPA"), being MCL 324.20101 *et. seq.*, and such other investigations and assessments as Developer may deem appropriate to determine the condition of the Property and the Property's compliance with other federal, state and local laws, rules, regulations, and orders relating in any way to the protection of the environment and natural resources. The City will, prior to the transfer of possession or title, authorize the Developer, subject to a fully executed Right-of-Entry, to make soil boring and bearing tests and undertake such surveying and environmental due diligence activities as Developer deems appropriate, provided such activities do not interfere with demolition or site improvement activities of the City or the rightful use of the Property by a tenant in possession or other third party, if any, and subject to Developer's compliance with the requirements of the Right-of Entry, this Article 7 and other provisions of this Agreement . All such testing shall be done at Developer's sole risk and expense. Developer shall submit to the City a copy of each survey or report generated as a result of such activities. Developer shall give prior notice to the City to inspect and investigate the condition of the Property, including its environmental condition, and shall conduct such inspection and investigation as Developer desires during normal business hours. Prior to entering onto the Property for such purposes, Developer shall (i) request authorization from the City's _____ and provide details of the intended activities and other documentation deemed necessary, according to City procedure, (ii) obtain a Right-of-Entry letter, (iii) execute said letter, and (iv) comply with all conditions and requirements stated therein. Developer shall use all reasonable efforts to minimize damage to the Property in connection with such entry and shall fully restore the Property to the condition existing prior to such entry. Developer shall indemnify, defend and hold the City harmless from and against any and all loss, cost, liability and expense, including reasonable attorneys' fees and litigation costs, suffered or incurred by the City as a result of the Developer's activities, in accordance with the Right-of-Entry.

Prior to the Closing, Developer shall obtain, at Developer's cost, a survey of the Property made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys and the requirements of Michigan Public Act 132 of 1970 (as amended) (the "Survey"). Developer shall provide to City a copy of the Survey immediately upon receipt by Developer. The Survey will be certified to City.

7.02 Results of Due Diligence Activities. If Developer concludes as a result of the Due Diligence Activities that the condition of the Property is, in Developer's sole discretion, unsatisfactory, Developer shall notify the City in writing within ten (10) days after expiration of the Due Diligence Period. Such notice shall terminate this Development Agreement, and Developer shall be entitled to a refund of the Advance prepaid in the amount specified in Article 3.

If Developer fails to conduct the Due Diligence Activities within the Due Diligence Period, or fails to object to the condition of the Property based upon the results of the Due Diligence Activities within ten (10) days after expiration of the Due Diligence Period, then Developer shall be deemed to have waived any right to object to the condition of the Property.

7.03 Condition of Property. Developer takes the Property as it finds it, "**AS IS AS-IS, WHERE-IS, WITH ALL FAULTS,**" and the City makes no implied or express representations or warranties as to its fitness

for absolutely any purpose whatsoever, including, but not limited to the proposed use(s) set forth in this Agreement, Exhibit B to this Agreement, any warranty that the Property is fit for the Developer's purpose or regarding the presence or absence of Hazardous Materials at, on, in, under, about or from the Property and compliance of the Property with Environmental Laws, or otherwise. Developer acknowledges that neither the City nor any agent or employee of the City has made any warranty, representation or agreement, either express or implied and Developer has not relied on any representation, warranty or agreement of any kind made by the City or any agent or employee of the City, concerning (a) the physical or environmental condition of the Property; or (b) the presence or absence of any condition, substance or material, including but not limited to, any waste material, equipment or device at, in, on, about, under, or from the Property. Developer agrees that the disclosures of the City concerning the Property and its condition are intended to satisfy any duties the City may have under the law, including but not limited to statutes, the Environmental Laws, and the common law. Developer shall rely solely on its own due diligence with respect to such inquiries, investigations and assessments. By executing this Agreement, Developer acknowledges that it is satisfied with the condition of the Property, subject only to inspection of the Property, review of title, and the results of the tests, investigations, and surveys permitted under Section 7.01, above. If, prior to Closing, Developer fails to undertake such investigations and/or obtain such test results and surveys, or fails to object to the condition of the Property based upon the results of such tests, investigations or surveys, or fails to deliver copies of any and all reports of such tests, investigations and/or surveys to the City, Developer shall be deemed to have waived any right to object to the condition of the Property and shall be deemed to have declared its full satisfaction therewith.

7.04 Release of City from Liability; Indemnification. Developer hereby releases the City and its officials, employees, and agents from any and all liability for any defects in or conditions of the Property, including but not limited to any surface, subsurface, latent or patent conditions whether naturally occurring or by action of any party, or conditions currently existing thereon, including but not limited to conditions described in Section 19.05, but subject to Section 19.05. Subject to Section 19.05, Developer hereby expressly agrees to and shall indemnify and hold the City and its officials, employees, and agents harmless from any claims by it or any other party for any personal injury or other loss resulting from any such Property conditions that occur or accrue after the date of possession or Closing, whichever is earlier. Developer, for itself and its successors and assigns, expressly waives and releases all Environmental Claims (whether for personal injury, property damage or otherwise) against the City and its officials, employees, and agents in connection with or related to the Property or any aspect thereof. Developer releases and discharges the City and its officials, employees, and agents from all Environmental Claims that Developer may now or hereafter have against the City in connection with or arising out of the condition of the Property. To the fullest extent possible under law, the City and its officials, employees, and agents shall not be liable to the Developer and the Developer shall promptly pay to the City and shall indemnify, defend and hold the City and its officials, employees, and agents harmless from and against, all loss, cost, liability, obligation, penalty, claim, damage and expense (including, but not limited to, fees and expenses for attorneys, expert witnesses, and other consultants) that the City and its officials, employees, and agents may suffer or incur as a result of, arising out of, or in connection in any way with, any violation or alleged violation of any Environmental Law, or any Environmental Claim, whenever occurring whether before or after the Closing or the transfer of possession to Developer.

7.05 Section 16 of NREPA. Check the box below if the Property is a "facility" under Part 201 of NREPA and provide the required information.

Pursuant to the requirements of Section 16 of Part 201 of NREPA, MCL 324.20116, Developer agrees that the City has notified Developer that the property is a "facility" as that term is defined in Part 201 of NREPA. The general nature and extent of any land or resource restrictions or any release at or from the facility that is known to the City is more fully described in certain reports, copies of which have been provided to Developer. By its execution of this Agreement, Developer acknowledges receipt of the following reports:

[Identify such environmental reports, if any, including Phase I and Phase II Environmental Site Assessments, with specificity. If none, so state.]:

None

ARTICLE 8. CLOSING

8.01 Time and Place of Closing. The City will notify Developer of the prospective closing date not less than ten (10) calendar days prior to the Closing, unless otherwise agreed between the parties. The Closing shall take place within thirty (30) days after satisfaction of the conditions to closing as specified in Section 8.02 of this Agreement, but not later than ninety (90) days from the Effective Date. The Closing shall take place at the office of the City's _____, or such other location designated by the City.

8.02 Conditions to Closing.

a. **City's Obligations to Close.** The obligation of the City to effect a Closing hereunder shall be subject to receipt of a resolution by the Buchanan City Commission authorizing the transaction, fulfillment of all conditions contained therein and fulfillment by Developer of each of the following conditions precedent:

1. **Legal Opinion of Developer's Counsel.** There shall have been a legal opinion delivered to the City by counsel for the Developer dated the Closing date, and supported by a certificate from Developer, to the effect that:

(a) That Developer is a duly organized _____ company, validly existing and in good standing under the laws of each jurisdiction where the nature of the business conducted by it or the properties owned or leased by it requires such qualifications.

(b) Developer has the power to make, deliver and perform this Agreement, to give the required Advance, to borrow pursuant to this Agreement and to make, deliver and perform all required loan instruments necessary for the performance of this Agreement and has taken all necessary action to authorize each of the foregoing.

(c) This Agreement has been duly executed and delivered by a duly authorized member of Developer, and this Agreement constitutes a valid obligation of Developer, legally binding and enforceable upon it in accordance with its terms.

(d) So far as is known to such counsel, the execution, delivery, and performance of this Agreement will not violate any provision of any existing law or regulation, order or decree of any court or governmental entity, or any provision of Developer's organizational documents (articles of organization, and operating agreement) or violate any provision of or constitute a default under any agreement or contract to which Developer is a party.

(e) So far as is known to such counsel, no default has occurred and is continuing under this Agreement.

(f) So far as is known to such counsel, Developer is in compliance with all building and zoning ordinances and requirements, and all other applicable state and federal statutes and regulations and local laws applicable to the conduct of Developer's

business as presently being conducted, the violation of which would or could materially adversely affect its operations or would or could materially adversely affect its ability to fulfill its obligations under this Agreement.

(g) Developer has secured the Title Commitment and met all other requirements of Article 4 of this Agreement.

2. Resolution of Developer's Authority. Developer shall furnish to the City a certified copy of a resolution satisfactory to the City in form and substance, duly adopted by the _____ of Developer, authorizing the execution, delivery and performance of this Agreement and all other documents and actions contemplated hereunder. Developer shall also furnish to the City an incumbency certificate, executed by the proper _____ of Developer, identifying the _____ of Developer.
3. Documents and Legal Matters. All documents reasonably requested by the City shall have been submitted to the City and shall be satisfactory in form and content as determined by the City.
4. Delivery of Financing Documents. Developer shall have furnished the City evidence satisfactory to the City of Developer's financial ability to complete the Project, which evidence, if requested by the City, may consist of validly executed financing documents within the reasonable discretion of the City acceptable to the City from qualified financial institutions of recognized responsibility, evidencing sufficient capital on deposit to secure financing, which capital shall not be subject to withdrawal prior to Closing. The City may, in its reasonable discretion, waive such requirements if Developer submits other evidence satisfactory to the City of Developer's financial ability to complete the Project.
5. Evidence of Insurance. Developer shall obtain, prior to Closing and prior to entry onto the Property for the purposes set forth in Article 7, and maintain at its expense during the term of this Agreement and any extension thereof the insurance described in Section 9.02. Developer shall provide evidence of such insurance to the City in accordance with Section 9.02.
6. Payment of Purchase Price and Closing Costs. Developer shall have tendered payment of the Purchase Price, the Advance, and the closing costs payable by Developer.
7. No Default. There shall be no existing Default by Developer under this Agreement.
8. Delivery of Construction Plans. Developer shall have delivered to PC the documents required pursuant to Article 10 of this Agreement.
9. Site Plan Approval. Developer shall have obtained from the PC approval of its final site plan, elevations, landscape, fencing, lighting, and signage plans, substantially consistent with the site plans and elevations drawn _____ and dated ____ __, 20____ (collectively referred to as the "Site Plan"), subject to PC's consent to and approval of such additional terms and conditions as may be required by the PC. To be acceptable to PC, the Site Plan must specifically include _____.
10. Approval of Curb-Cut. [Intentionally Omitted]
11. Landscape Plan Approval. Developer shall have obtained from the PC approval of its landscape, fencing, and lighting plans. The plans to be so reviewed and subject to such approval shall include _____.

13. Zoning. The City of Buchanan Zoning Ordinance, designates the Property “__” (_____) and incorporates and reflects the development proposal and plans as described in the Site Plan.

14. City Commission Approval. The City Commission shall have adopted a resolution authorizing the sale of the Property, as legally described herein, and otherwise without preconditions.

b. Developer's Obligations to Close. The obligation of Developer to effect a Closing hereunder shall be subject to the fulfillment by the City of each of the following conditions precedent:

1. Title. Title to the Property shall be in the form required by this Agreement.
2. City Council Approval. The City Council shall have adopted a resolution authorizing the transaction contemplated by this Agreement.
3. Acceptable Condition of Property. The physical and environmental condition of the Property shall be acceptable to Developer, pursuant to Article 7.

8.03 Delivery of Deed and Possession. The City will deliver the Deed to the Property and the possession thereof to Developer at the Closing provided that Developer has complied with all conditions precedent as specified herein. Developer shall be responsible for recording the Deed and paying all recording costs (including the cost of the documentary stamp tax on the Deed, if any).

8.04 Payment of Expenses. Developer shall pay all costs, fees, and out of pocket expenses of whatsoever kind or nature related to the procurement of services of Associates and contractors, etc. which have been incurred pursuant to the making of this Agreement and shall hold the City harmless with respect to the payment of same notwithstanding anything contained herein or elsewhere to the contrary.

8.05 City's Failure to Convey. In the event the City does not tender the conveyance of the Property in the manner provided in this Agreement, and any such failure shall not be cured within thirty (30) days after written demand by Developer, then, provided Developer is not in Default under this Agreement, at the option of Developer, this Agreement shall be canceled in accordance with Section 14.04, or, if all of the conditions set forth in Section 8.02a above have been satisfied, Developer shall be entitled to seek specific performance of this Agreement.

ARTICLE 9. AFFIRMATIVE COVENANTS

Developer covenants and agrees that until the Certificate of Completion is issued it will:

9.01 Maintenance of Business and Existence. Continue to engage in business of the same general type as now conducted by it so that its principal business shall continue to be as stated herein, will do all things necessary to preserve, renew, and keep in full force and effect its company existence and rights and franchises necessary to continue such business and will preserve and keep in force and effect all licenses and permits necessary for the proper conduct of its business.

9.02 Maintenance of Insurance. Maintain at its expense during the Agreement Term and any extension thereof, the following insurance:

- a. Workers' compensation insurance for employees that meets Michigan's statutory requirements and Employers' Liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.

- b. Automobile liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance, with minimum bodily injury limits of One Hundred Thousand Dollars (\$100,000.00) each person and Three Hundred Thousand Dollars (\$300,000.00) each occurrence and minimum property damage limits of One Hundred Thousand Dollars (\$100,000.00) each occurrence.
- c. Comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit, each occurrence, for bodily injury, property damage, products, completed operations and blanket contractual liability for all written agreements.

Developer agrees that it will obtain the same written covenant with respect to worker's compensation insurance from all Associates. All of said insurance policies shall name Developer as the insured and, except for the worker's compensation insurance, shall name the City as an additional insured and shall, to the extent obtainable, be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. Certificates of insurance evidencing such coverage shall be submitted to the City prior to the Closing. If the insurance is on a "claims made" basis, evidence of insurance shall be submitted for three (3) years after issuance of the Certificate of Completion.

9.03 Payment of Obligations. With regard to the Property, Developer shall pay and discharge all its indebtedness for borrowed money, and all liabilities for judgments, taxes, assessments and governmental charges, except where the same may be contested in good faith and maintain adequate reserves for all contingent liabilities. Provided, that if the City has reasonable grounds to believe that Developer will not timely discharge such obligations, the City may, upon written notice to Developer, at the City's option and without waiving any of its rights hereunder, pay either before or after delinquency, any or all of the said obligations and all sums so advanced or paid by the City shall become a lien upon the Property and every payment so made shall bear interest from the date of such failure to pay to the date of repayment to the City at the interest rate applicable to a federal income tax deficiency or penalty.

9.04 Books and Records. Maintain, at all times, true and complete books, records and accounts in which true and correct entries shall be made of its transactions concerning this Agreement in accordance with generally accepted accounting principles consistently applied.

9.05 Notification of Defaults. Promptly notify the City of any Default under or pursuant to this Agreement, whether or not any requirement of notice or lapse of time, or both, or any other condition has been satisfied or has occurred.

9.06 Access to Records and Premises. Afford access by the City to the Property at all for purposes of inspection, and permit the City to inspect and make and take away copies of any and all of its documents or records relative to this Agreement. Notwithstanding the foregoing, City agrees to maintain the confidentiality of all records and the information contained therein obtained from Developer, to the extent allowable under applicable law.

9.07 Notification Relating to Development Lender. Promptly notify the City of any refusal by any development lender to make a requested advance, any demands for escrow amounts under deficiency clauses, any declaration that default has occurred under any loan agreements, or declaration that development stage specifications for the Project are unacceptable.

9.08 Further Information. To the extent reasonable, promptly furnish the City from time to time such other information regarding its operations, business, affairs and financial condition concerning this Agreement that the City may reasonably request.

9.09 Further Assurance. Upon request, execute and deliver, or cause to be executed and delivered, such further instruments and do or cause to be done such further acts to the extent reasonably necessary or proper to carry out the provisions, intent and purpose of this Agreement.

ARTICLE 10. CONSTRUCTION PLANS

10.01 Submittal. As promptly as possible after the Effective Date, and in any event no later than sixty (60) calendar days from the Effective Date, and as a condition precedent to the issuance of any building permit, Developer shall submit to PC for approval Construction Plans in sufficient completeness and detail to show that the Improvements and the construction thereof will be in accordance with the provisions of this Agreement. In the event, Developer is unable to submit the Construction Plans within the timeframe required of this Section 10.01, but has demonstrated to the satisfaction of PC, in its sole discretion, that substantial progress has been made in that regard, PC may extend the date for submission of the Construction Plans for a reasonable period of time, not to exceed ninety (90) calendar days.

10.02 Approval of Construction Plans. PC shall promptly review the submitted Construction Plans. If the Construction Plans conform to the terms and provisions of this Agreement, as determined within the sole and reasonable discretion of PC, PC shall approve in writing such Construction Plans and no further filing by Developer or approval by PC thereof shall be required in satisfaction of this Agreement except with respect to any material change. In the event of a dispute with respect to what constitutes a material change, PC's reasonable determination shall control. If Developer desires to make any material change in the Construction Plans after their approval by PC, Developer shall submit the proposed change to PC for its approval. It shall be within PC's sole and reasonable determination to approve or reject such change.

If the PC rejects the Construction Plans in whole or in part as not being in conformity with this Agreement, Developer shall, within thirty (30) calendar days after receiving written notification of such rejection, (which notice will state the reasons PC believes the Construction Plans are not in conformity with the Agreement) either: (i) submit new or corrected Construction Plans which are in conformity therewith;; or (ii) elect to terminate the Agreement and receive return of all sums paid to the City pursuant to this Agreement. The Developer's election to terminate the Agreement under this Section 10.02 shall not constitute or be construed as an Event of Default by Developer. Upon termination under this Section 10.02, reconveyance of the Property shall be in accordance with Section 14.04 of this Agreement.

The provisions herein provided relative to approval, rejection and resubmission of corrected Construction Plans with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by PC; or Developer may elect to terminate this Agreement as provided in this Section 10.02.

10.03 Other Approvals. Approval by PC of the Construction Plans is in addition to any approvals by the City (or other agencies or departments) for building permits, use permits, certificates of occupancy, zoning approvals and variances, and other permits whether required by other City departments and/or agencies or otherwise. Developer shall be responsible for applying for all permits and zoning approvals and/or variances to allow for the uses it will make of the Property and the Improvements it will construct on the Property. Execution of this Agreement by the City shall not be deemed a grant of such permits, approvals, or variances, or a waiver of any of the procedural or substantive requirements of the departments and/or agencies responsible for issuing the permits, approvals and/or variances.

ARTICLE 11. PERFORMANCE OF CONSTRUCTION

11.01 Commencement and Completion. Developer shall promptly begin and diligently complete the development of the Property throughout the construction of the Improvements thereon, and shall begin such construction within ____ () months from the date of approval of the Construction Plans under Section 10.2. Construction shall be completed within ____ () months of the date of approval of the Construction Plans under Section 10.02.

11.02 Certificate of Completion.

- a. Subsequent to the proper completion of the Improvements in accordance with the provisions of this Agreement, the City shall furnish Developer with an instrument certifying such completion (herein called the "Certificate of Completion"). Upon written request by Developer, the Property may be divided into parts or parcels, provided that such subdivision, in the sole opinion of the City, is not inconsistent with the Development Plan or this Agreement. At its sole and reasonable discretion, the City may furnish Developer with individual Certificates of Completion upon proper completion of the Improvements relating to any such part or parcel.
- b. When Developer considers all Project work required hereunder to be complete, in conformance with this Agreement, and ready for final inspection, it shall so notify the PC. Within thirty (30) days of such written notification, the PC will thereafter make or cause to be made such inspection. If, upon such inspection, the PC finds the entire work not fully completed or portions not reasonably acceptable under the terms and conditions of this Agreement, the PC will so notify Developer in writing indicating in detail in what respects Developer has failed to complete the Improvements in accordance with this Agreement or is otherwise in Default, and what measures and acts Developer must take or perform in order to cure such nonconformity or Default. Developer shall thereafter promptly complete the Improvements in accordance with such directive so as to conform the construction of the Improvements as required by this Agreement.
- c. Upon the PC's determination that the Project is complete and in conformance with all provisions and requirements of this Agreement, the PC shall issue the Certificate of Completion.
- d. Except as otherwise provided in this Agreement, the Certificate of Completion shall be a conclusive acknowledgment by the PC of satisfaction by Developer of its obligations under this Agreement for the portion of the Property addressed by the Certificate of Completion. The Certificate of Completion shall not, however, constitute evidence of compliance with or satisfaction of (i) any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof, or (ii) the requirements of any department, agency or entity with respect to any building, occupancy, or other permits.
- e. The Certificate of Completion shall be in such form as can be recorded against the Property. The cost of recording the Certificate of Completion shall be the responsibility of Developer.
- f. In the PC's discretion, Certificates of Completion may be given for each phase if the Project is developed in phases.

ARTICLE 12. COST OF CONSTRUCTION

Developer shall be solely responsible for and shall pay in a timely manner all costs and expenses of whatsoever kind or nature constituting the cost of construction of the Improvements and development of the Project.

ARTICLE 13. RESTRICTIONS ON USE

13.01 Covenants Regarding Use of Property. Developer covenants for itself and its successors and assigns and every successor in interest to the property, or any part thereof, that Developer and its successors and assigns shall:

- a. Devote the Property only to and in accordance with the uses specified in this Agreement. This covenant shall be construed to run with the Property until the issuance of the Certificate of Completion.

b. Devote the Property to and only to and in accordance with, the uses specified in the Development Plan. This covenant shall be construed to run with the Property until the expiration of the period specified in the Development Plan.

c. Not discriminate upon the basis of race, height, weight, marital status, disability, religion, sex, sexual identity or orientation, creed or national origin in the sale, lease or rental or in the use or occupancy of the Property or any Improvements erected or to be erected thereon, or any part thereof. This covenant shall be construed to run with the Property in perpetuity, without limitation as to time.

13.02 Conditions Subsequent. Developer covenants and agrees, for itself and, as applicable, its successors and assigns, and every successor in interest to the Property or any part thereof, that Developer’s rights under this Agreement and its rights, title and interest in and to the Property, are expressly subject to the following terms and conditions, in addition to Developer’s other duties and obligations set forth elsewhere or incorporated into this Agreement:

a. _____.

b. _____.

c. Compliance with Zoning Ordinance. Developer shall at all times hereafter strictly comply with the City of Buchanan Zoning Ordinance, as amended to designate the Property “__” (____), including: _____ Developer’s failure to do so at all times prior to the issuance of the Certificate of Completion shall be a material breach of this Agreement and shall constitute a Default by Developer under Section 15.01(f) hereof.

ARTICLE 14. INABILITY TO OBTAIN FINANCING OR PERMITS

14.01 Prior to Conveyance. In the event that, prior to conveyance of the Property by the City, Developer shall be unable, after diligent effort, to obtain financing to construct the Improvements, as determined within the reasonable discretion of the City, on terms that would generally be considered satisfactory by builders or contractors for Improvements of the nature and type provided in the Construction Plans, then Developer shall have the right to cancel this Agreement in accordance with Section 14.04.

14.02 After Conveyance. If after conveyance of the Property by the City, Developer furnishes satisfactory evidence that it has been unable after diligent effort for a period of at least sixty (60) days to obtain financing or any additional financing necessary for making or completing the Improvements, as determined within the reasonable discretion of the City, on terms that would generally be considered satisfactory by builders or contractors for Improvements of the nature and type provided in the Construction Plans (the “Required Financing”), and Developer shall, if so requested by the City, continue to make diligent efforts to obtain such financing for a period of sixty (60) days after such request, but without success, then this Agreement may be canceled by Developer or the City in accordance with Section 14.04. Notwithstanding the foregoing, either the Developer or the City shall have the right to cancel this Agreement in accordance with Section 14.04 in the event Developer is unable to secure the Required Financing within one (1) year of the Closing.

14.03 Inability to Obtain Permits, Zoning Variances. If Developer notifies the City that it has been unable, after diligent effort, to obtain permits to allow for the uses it will make of the Property or the construction of Improvements or that under the zoning ordinances the Property cannot be used for the purposes and/or uses set forth in this Agreement and Developer, after diligent effort, has been unable to obtain the necessary zoning variances or approvals, then this Agreement shall be canceled in accordance with Section 14.04.

14.04 Cancellation. In the event of cancellation of all or any part of this Agreement as specified above, the City shall refund the Advance and Purchase Price paid, without interest, with a deduction for reasonable costs incurred or damages the City sustains to return the Property to the condition before Developer's entry upon the Property. If such cancellation occurs after conveyance, Developer agrees that upon notification of cancellation of this Agreement, or any part thereof, it will promptly execute and deliver a deed "C" (covenant deed) to the City as to the parcel(s) canceled, receipt of which shall be a condition to refunding the Advance and Purchase Price. Upon such cancellation neither the City nor Developer shall have any further rights against or liability to the other under this Agreement with respect to conveyancing or development of the Property.

ARTICLE 15. DEFAULTS AND EVENTS OF DEFAULT

15.01 Default by Developer. The occurrence of any one or more of the following events shall constitute a Default (also termed "Event of Default") of this Agreement by Developer:

- a. Developer violates its obligations with respect to the construction of the Improvements, as specified in this Agreement, including but not limited to any project deadlines.
- b. Developer fails to pay, when due, real estate taxes or assessments on the Property or any part thereof or places thereon any Encumbrance unauthorized by this Agreement, or suffers any levy or attachment to be made or any materialman's, mechanic's, or construction lien or any other unauthorized Encumbrance to attach.
- c. Developer violates any of the terms and conditions of the Fair Employment Practices Provision, Article 23 herein.
- d. There is any transfer of all or any part of the Property or of any right or interest in all or any part of the Property; or, in violation of Section 18.02 hereunder, there is any change in excess of ten percent (10%) or more in the or distribution of Developer's ownership interests or stock or with respect to the identity of the parties in control of Developer or the degree thereof.
- e. Developer admits in writing its inability to pay its debts generally as they become due, or Developer ceases to conduct business in the normal course by reason of any of the following: (i) The making by Developer of any general arrangement or general assignment for the benefit of creditors; (ii) Developer becoming a "debtor" as defined in 11 USC § 101 or any successor statute thereto (unless, in the case of a petition filed against Developer, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Developer's assets located at the Property or of Developer's interest in this Agreement, where possession is not restored to Developer within sixty (60) days; (iv) the attachment, execution or other judicial seizure of substantially all of Developer's assets located at the Property or of Developer's interest in this Agreement, where such seizure is not discharged within sixty (60) days; or (v) its voluntary or involuntary dissolution. In the event that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect.
- f. Developer materially violates any of the terms and conditions of this Agreement.
- g. Developer does not acquire the Property pursuant to a Closing in accordance with this Agreement.

15.02 Failure to Cure Default. Any such Default on the part of Developer as set forth in Section 15.01 and the failure of Developer to cure such Default within ninety (90) calendar days after written demand by the City to correct said Default in the case of Subsections 15.01a, 15.01b, and 15.01c or within thirty (30) days after written demand by the City to cure said Default for Subsection 15.01f shall be deemed to constitute an Event of Default. If Developer is in good faith contesting any amount due under Subsection 15.01b, Developer may, in

lieu of paying said amount, deposit said amount in an escrow account which shall be disbursed upon the resolution of the dispute, or if the amount relates to a construction lien, Developer may bond over the lien in the manner prescribed by law. Defaults pursuant to Subsections 15.01d, 15.01e, and 15.01g are hereby deemed to be material, non-curable Events of Default without the necessity of any notice by the City to Developer thereof or opportunity to cure. The City may, in its sole discretion, waive in writing any Default or Event of Default by Developer.

15.03 Default by the City. The City shall not be in default unless the City fails to perform obligations required of the City within a reasonable time, but in no event later than ninety (90) days, after written notice by Developer to the City, specifying wherein the City has failed to perform such obligation, provided, however, that if the nature of the City's obligation is such that more than ninety (90) days are reasonably required for performance then the City shall not be in default if the City commences performance within such ninety (90) day period and thereafter diligently pursues such performance to completion.

ARTICLE 16. REMEDIES

16.01 Prior to Conveyance. Upon an Event of Default prior to conveyance of the Property, this Agreement and any rights of Developer arising hereunder or otherwise with respect to the City or the Property, may, at the option of the City, be terminated by the City, except as to parcels previously conveyed where a Certificate of Completion has been issued by the City. In the event of such termination, the Advance may be retained by the City as its property without any deduction, offset, or recoupment whatsoever.

16.02 Subsequent to Conveyance. It is expressly understood and agreed between the parties hereto that during the Agreement Term the conveyance of the Property to Developer shall be construed and interpreted as the conveyance of a fee simple determinable interest until issuance of the Certificate of Completion, and that such conveyance shall endure only so long as subsequent to the conveyance and prior to the issuance of the Certificate of Completion there has been no Event of Default. Upon an occurrence of Event of Default, and the City's recording of a notice thereof, title to the Property shall automatically revert in and revert to the City. Upon such reversion/reversion of title, the City shall have the right to re-enter and take immediate possession of the Property. Upon an Event of Default, this Agreement and any rights of Developer arising hereunder or otherwise with respect to the City or the Property, may, at the option of the City, be terminated by the City, except as to parcels previously conveyed where a Certificate of Completion has been issued by the City. Developer agrees to promptly execute and deliver a covenant deed for such Property to the City. In the event of such termination, the Advance may be retained by the City as its property without any deduction, offset, or recoupment whatsoever.

16.03 Appointment of Attorney-in-Fact. Pursuant thereto, Developer hereby irrevocably constitutes and appoints the City, upon an Event of Default, to act as its true and lawful agent and attorney-in-fact, and grants the City full power and authority, upon an Event of Default, to execute in its name and on its behalf one or more deeds reconveying the Property to the City, together with all of Developer's rights, title, and interest therein. Developer shall be bound thereby as if an authorized officer of Developer had personally executed same. Developer shall execute simultaneously with this Agreement an "Irrevocable Power of Attorney" (in substantially the form of Exhibit D attached hereto and made a part hereof) granting such authority to the City.

16.04 Vacation of Property. Developer further acknowledges that any delay or failure to vacate the Property no later than thirty (30) days after title to the Property has vested/reverted back in the City and the City has given notice thereof to Developer will cause irreparable injury to the City not adequately compensable in damages and for which the City has no adequate remedy at law. Developer accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel Developer to vacate and abandon such Property, as well as liquidated damages in the amount of 150% of the fair market rental rate per day for each day of such failure or delay.

16.05 Remedies Cumulative. The rights and remedies of the City, whether provided by law or by this Agreement, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not

preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach. No waiver made by the City or Developer shall apply to obligations beyond those expressly waived in writing.

16.06 Waiver of Defense. Developer, for itself and its successors and assigns, and all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, all claims or defenses otherwise available on the ground of its or their being or having become a person in the position of a surety, whether real, personal, or otherwise, or whether by agreement or operation of law. Such waiver shall include, but shall not be limited to all claims and defenses based upon extensions of time, indulgence, or modification of terms of this Agreement.

16.07 Reimbursement of Costs. Developer shall reimburse the City for its expenses, including reasonable attorney fees (whether inside or outside counsel), incurred by the City in connection with the enforcement of or the preservation of any rights under this Agreement including, but not limited to, any costs, damages, and expenses related to the recapture, management and resale of the Property.

16.08 Resale of Reacquired Property; Disposition of Proceeds. Upon the reversion/reverting in the City of title to the Property or any part thereof as provided in Article 16, the City shall, pursuant to its responsibilities under the State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Article 18 set forth and provided) as soon and in such manner as the City shall find feasible and consistent with the objectives of such law, the Development Plan and this Agreement to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the City and in accordance with the uses specified for such Property or part thereof in the Development Plan and this Agreement. Upon such resale of the Property, the proceeds thereof shall be applied as follows:

- a. First, to reimburse the City for all costs and expenses incurred by the City (including, but not limited to, attorneys' fees and salaries of personnel) in connection with the reversion, reversion, recapture, management, and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all insurance premiums, taxes, assessments, and water and sewer charges with respect to the Property or part thereof; any payments made or necessary to be made to discharge any Encumbrances existing on the Property or part thereof at the time of reversion of title thereto in the City or to discharge or prevent from attaching or being made any subsequent Encumbrances due to obligations, defaults, or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by Developer and its successor or transferee.
- b. Second, to reimburse Developer, its successor or transferee, up to the amount equal to (i) the sum of the Purchase Price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (ii) any gains or income withdrawn or made by it from this Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the City as its property.

16.09 Estate Conveyed. Notwithstanding anything contained in this Agreement to the contrary, the estate conveyed hereby shall be deemed to be a determinable fee during the Agreement Term, and upon the issuance of the Certificate of Completion the possibility of reverter/reversion retained by the City shall automatically expire as to that part of the Property described therein.

ARTICLE 17. COVENANTS TO RUN WITH LAND

Except as provided for in Article 13 hereunder, each and all of the covenants, restrictions, reservations, conditions, and provisions contained in this Agreement are made for the direct, mutual, and reciprocal benefit of the Property and the community and shall be construed and interpreted by the parties hereto as covenants running with the land. Pursuant hereto Developer, by accepting the Deed to the Property, accepts same subject to such covenants, restrictions, reservations, conditions, and provisions and agrees for itself, its successors and assigns to be bound by each of such covenants, restrictions, reservations, conditions and provisions. During the Agreement Term, the City shall have the right to enforce such covenants, restrictions, reservations, conditions and provisions against Developer, its successors and assigns to or of the Property or any part thereof or any interest therein.

ARTICLE 18. RESTRICTION UPON SPECULATION AND ASSIGNMENT

18.01 No Speculation. Developer represents that its purchase of the Property and its other undertakings pursuant to this Agreement are for the purpose of development of the Property in accordance herewith and not for speculation.

18.02 Stock Transfers or Other Transfers of Ownership Interests. Prior to completion of the Improvements as certified by the City there shall be no transfer by any party owning ten percent (10%) or more of the shares or other ownership interests in Developer without the prior written approval of the City. There shall not be, without prior written approval of the City, any other similarly significant change in the ownership of such stock or other interests or in the relative distribution thereof or with respect to the identity of the parties in control of Developer by other means, whether by increased capitalization, merger with or acquisition by another legal entity, or by amendment of organizational documents or issuance of additional or new shares, ownership or membership interests, shares or classifications thereof, or otherwise. Notwithstanding anything contained in this Section 18.02 or elsewhere in this Agreement, the owners of interests in Developer shall be permitted to transfer such ownership interests to (i) other existing owners of such interests or (ii) member(s) of their immediate family, or (iii) trusts in connection with estate planning, or (iv) entities owned by any of the foregoing, provided that such a permitted transfer does not constitute or cause a significant change in the identity of parties in control of Developer.

18.03 Prior Approval of Assignment. Developer will not, prior to the issuance of the Certification of Completion, make any sale, assignment, conveyance or lease of any trust or power, or transfer in any other form with respect to this Agreement or the Property, without the prior written approval of the City. Any proposed transferee shall have the qualifications and financial responsibility, as determined at the sole discretion of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer, and if the proposed transfer relates to a part of the Property, such obligations to the extent that they relate to such part. Any proposed transferee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of Developer under this Agreement and agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part). The consent of the City to an assignment or transfer in any one case shall not relieve Developer or the transferee of the obligation to obtain the consent of the City for any additional assignments or transfers.

18.04 Consideration For Assignment. Prior to the City's approval of any assignment pursuant to Section 18.03, Developer shall certify to the City that the consideration paid for the transfer of any of Developer's interest in this Agreement or the Property does not exceed an amount representing the actual cost (including carrying charges) incurred by Developer for the purchase of the Property and the construction of any Improvements on the Property (or allocable to the part or interest transferred); it being the intent of this Section to preclude assignment of this Agreement or transfer of the Property for profit prior to the issuance of the Certificate of Completion. In the event Developer transfers any such interest at a profit, said profit shall belong to and forthwith be paid to the City.

18.05 Limitation Upon Encumbrance of Property. Prior to the completion of the Improvements, as certified by the City, neither Developer nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other Encumbrance upon the Property, whether by express agreement or operation of law, or suffer any Encumbrance to be made on or attach to the Property, except for the purposes of obtaining funds only to the extent necessary to purchase the Property and make the Improvements. Developer (or successor in interest) shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property or any part thereof and shall promptly notify the City of any Encumbrance that has been created on or attached to the Property, whether by voluntary act of Developer or otherwise.

18.06 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including any other party who thereafter obtains title to the Property or such part from or through such holder or any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder; provided, that nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Development Plan and this Agreement.

18.07 Copy of Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to Developer with respect to any Default by Developer in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City.

18.08 Mortgagee's Option to Cure Default. After any Default referred to in Article 15 hereof, each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such Default (or such Default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided, that if the Default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond emergency measures necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the Improvements on the Property or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the City, to a Certificate of Completion with respect thereto.

18.09 City's Option to Pay Mortgage Debt or Purchase Property. In any case where, subsequent to the Default by Developer (or successor in interest) under this Agreement, the holder of any mortgage on the Property or part thereof: (i) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the Default; or (ii) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon between the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such Default shall not have been cured within sixty (60) days after written demand by the City so to do, then the City shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing

an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

18.10 City's Option to Cure Mortgage Default. In the event of a default or breach during the Agreement Term by Developer, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an Encumbrance upon the Property or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from Developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage or Encumbrance relates) for such reimbursement; provided, that any such lien shall be subject always to the lien of (including any lien contemplated because of advances yet to be made) any then existing mortgages on the Property authorized by this Agreement.

18.11 Mortgage and Holder. For the purposes of this Agreement, the term “mortgage” shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term “holder” in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commission, the Administrator of Veterans Affairs, and any successor in office of either such official.

ARTICLE 19. INDEMNITY

19.01 Developer Indemnifications. Developer agrees to and shall indemnify and save harmless the City, its agents and employees against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, whether inside or outside counsel, expert witnesses and other consultants) that may be imposed upon, incurred by or asserted against the City by reason of any of the following occurring during the term of this Agreement:

- a. any negligent or tortious act or omission or violation of Federal or Michigan environmental laws or regulations, including Environmental Laws described in this Agreement, by Developer or its Associates resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use therefrom; or
- b. any failure by Developer or its Associates to perform their obligations either implied or expressed under this Agreement.

Developer also agrees to hold the City harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the City which arises out of or pursuant to Developer’s activities under this Agreement or any contract entered into by Developer in connection therewith unless such loss or injury is caused by the City’s gross negligence or willful misconduct.

19.02 Defense of Claims. In the event any action or proceeding shall be brought against the City by reason of any claim covered hereunder, Developer, upon notice from the City, will at its sole cost and expense, resist and defend the same, using legal counsel reasonably acceptable to the City.

19.03 Safeguarding Property. Developer agrees that it is its responsibility and/or that of its Associates and not the responsibility of the City to safeguard the property and materials that Developer or its Associates use or have in their possession while performing under this Agreement. Further, Developer agrees to hold the City harmless for any loss of such property and materials used by any such persons pursuant to the performance of this Agreement or which is in their possession.

19.04 Non-Liability of the City. From and after the date of Closing, the City shall not be responsible or liable to Developer, and Developer hereby releases the City from liability, for any loss or damage that may be occasioned by or through the acts or omissions of persons other than the City, occupying any part of the Property. From or after the date of Closing or the date Developer takes possession of the Property, whichever is earlier, Developer 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 Property and its appurtenances, as hereinbefore stated. The City shall not be responsible for any loss or damage resulting to Developer 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, unless caused by the City's gross negligence or willful misconduct.

19.05 Hazardous Materials.

a. Representations and Warranties. Notwithstanding anything to the contrary which may be contained in this Agreement, Developer represents, warrants and covenants to the City as follows:

1. Developer shall not directly or indirectly use or allow the use of the Property for the purpose of storing Hazardous Materials, nor shall Developer directly or indirectly use the Property in a manner which will cause or increase the likelihood of causing the release of Hazardous Materials onto or from the Property, other than those Hazardous Materials which are necessary and commercially reasonable for the conduct of Developer's business operated on the Property and which Hazardous Materials have been at all times prior to the date hereof, and at all times hereafter shall be, handled and disposed of in compliance with all Environmental Laws (as defined in Subsection 19.05b1 below) and industry standards and in a commercially reasonable manner.
2. Developer is not aware of any claims or litigation, and has not received any communication from any person (including any governmental authority), concerning the presence or possible presence of Hazardous Materials at the Property or concerning any violation or alleged violation of the Environmental Laws respecting the Property, other than as disclosed to Developer by the City or as disclosed in or as a result of the tests, surveys and investigations performed by Developer under Section 7.01 above. Developer shall promptly notify the City of any such claims and shall furnish City with a copy of any such communications received by Developer. To the best of Developer's knowledge, there are no underground storage tanks located on the Property, other than as disclosed in or as a result of the tests, surveys and investigations performed under Section 7.01.
3. Developer shall notify the City promptly and in reasonable detail in the event that Developer becomes aware of or suspects the presence of Hazardous Materials or a violation of the Environmental Laws at the Property.
4. From and after the date of Closing, Developer shall ensure that the Property complies and continues to comply in all respects with the Environmental Laws.
5. If the Property is used or maintained so as to subject Developer, the City or the user(s) of the Property to a claim of violation of the Environmental Laws, Developer shall immediately cease or cause a cessation of those aspects of the use or operations causing the violation and shall

remedy and cure in compliance with the Environmental Laws any conditions arising therefrom at its own cost and expense.

b. Definitions.

1. “Asbestos” shall have the meanings provided under the Environmental Laws and shall include, but not be limited to, asbestos fibers and friable asbestos as such terms are defined under the Environmental Laws.

2. “Environmental Claims” shall mean all claims, demands, suits, proceedings, actions, whether pending or threatened, contingent or non-contingent, known or unknown, including but not limited to investigations and notices by any governmental authority, brought under common law and/or under any of the Environmental Laws which can or do apply to the Property.

3. “Environmental Laws” shall mean all applicable federal, state, and local laws, rules, regulations, orders, judicial determinations, and decisions or determinations by any judicial, legislative or executive body of any governmental or quasi-governmental entity, whether in the past, the present or the future, with respect to:

(i) the installation, existence, or removal of, or exposure to, Asbestos on the Property.

(ii) the existence on, discharge from, or removal from the Property of Hazardous Materials.

(iii) the effects on the environment of the Property or of any activity now, previously, or hereafter conducted on the Property.

Environmental Laws shall include, but are not limited to, the following: (i) the Michigan Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended (“NREPA”); the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Sections 9601, *et seq.*; the Superfund Amendments and Reauthorization Act, Public Law 99-499, 100 Stat. 1613; the Resource Conservation and Recovery Act, 42 USC Sections 6901, *et seq.*; the National Environmental Policy Act, 42 USC Section 4321; the Toxic Substances Control Act, 15 USC Section 2601; the Hazardous Materials Transportation Act, 49 USC Section 1801; the Clean Air Act, 42 USC Sections 7401, *et seq.*; and the regulations promulgated in connection therewith; (ii) Environmental Protection Agency regulations pertaining to Asbestos (including 40 CFR Part 61, Subpart M); Occupational Safety and Health Administration Regulations pertaining to Asbestos (including 29 CFR Sections 1910.1001 and 1926.58) as each may now or hereafter be amended; and (iii) any state and local laws and regulations pertaining to any Hazardous Materials.

4. “Hazardous Materials” shall mean any of the following as defined by the Environmental Laws, including but not limited to Asbestos; hazardous wastes; solid wastes; toxic or hazardous substances, wastes, or contaminants (including, but not limited to, polychlorinated biphenyls (PCB’s), paint containing lead, and urea formaldehyde foam insulation), and discharges of sewage or effluent.

c. Developer’s Obligations. At its sole cost and expense, Developer shall: (a) at all times strictly comply with all Environmental Laws; (b) pay immediately when due the cost of compliance with the Environmental Laws resulting directly or indirectly out of Developer’s ownership, use, possession, or development of the Property; and (c) keep the Property free of any lien imposed pursuant to the Environmental Laws resulting directly or indirectly out of Developer’s ownership, use, possession, or development of the Property.

- d. City's Options. If Developer fails to comply with the requirements of this Section after notice to Developer and the earlier of the expiration of any applicable cure period hereunder, the expiration of the cure period permitted under the Environmental Laws, if any, or such earlier time if the City determines that life, person or property is in jeopardy, the City may, but shall not be obligated to, exercise its right to: (i) declare that such failure constitutes an Event of Default under Article 15 herein; and/or (ii) take any and all actions, at Developer's expense, that the City deems necessary or desirable to cure said failure of compliance.
- e. Release and Indemnity. The City shall give Developer at its sole cost the opportunity to inspect the Property and conduct such environmental assessments and testing as Developer has deemed appropriate. The City shall not be liable to Developer for, and Developer, for itself and its successors and assigns, hereby releases the City from, any and all liability for any violation or alleged violation of the Environmental Laws respecting the Property, whether such alleged violation occurred before or after Closing and the transfer of possession to Developer. The City shall not be liable for, and Developer shall immediately pay to the City when incurred and shall indemnify, defend and hold the City harmless from and against, all loss, cost, liability, damage and expense (including, but not limited to, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that the City may suffer or incur as a result of or in connection in any way with any violation of the Environmental Laws occurring after the Closing or the date of transfer of possession, whichever is earlier, any environmental assessment or study from time to time undertaken or requested by Developer or City, or breach of any covenant or undertaking by Developer in this Section.
- f. Survival. The provisions of this Section shall survive the termination of this Agreement, any related Closing or transfer of possession of the Property.
- g. Breach. Breach of any of the representations, warranties and/or covenants contained in this Article shall be a default under this Agreement; provided, however, that no breach shall be deemed to have occurred so long as, upon becoming aware of a possible breach, Developer proceeds to reasonably investigate and remedy in compliance with the Environmental Laws the matter giving rise to the possible breach.

ARTICLE 20. ADMINISTRATION

20.01 Developer Personnel. Developer represents and warrants that all Developer personnel and agents and the personnel and agents of its Associates are fully qualified and authorized to perform the functions and duties assigned them under Federal, State and Local laws and licensing requirements and governing professional association rules, if any, where such persons are employed.

20.02 Inspection by City. Prior to the issuance of the Certificate of Completion, the City may in its sole discretion assign City employees or any agent or retained contractor to enter upon the Property to inspect the work performed by Developer or on Developer's behalf upon reasonable notice to Developer. Developer and any Associates shall cooperate fully with and grant full access to any City employee, agent or contractor designated to conduct any on-site inspection or who is assigned to review relevant documents concerning the Project or construction of the Improvements.

20.03 Independent Contractor Relationship. The relationship of Developer to the City is and shall continue to be that of an independent contractor relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent or employee with respect to the City as a result of the performance of this Agreement, unless expressly stated in this Agreement. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture

between the parties hereto; it being understood and agreed that none of the provisions contained herein, nor any acts of the parties herein, shall be deemed to create any such relationship between the parties.

20.04 Waiver. Developer shall not hold the City liable for any personal injury incurred by an employee, agent or consultant of itself, its Affiliates or its Associates that is subject to the provisions of the Michigan Governmental Liability for Negligence Act, Public Act 170 of 1964, MCL 691.1401, *et seq.*

ARTICLE 21. COMPLIANCE WITH LAWS AND REGULATIONS

21.01 Compliance. Developer shall comply with, and shall require in all its contracts with Associates that Associates comply with, all applicable laws, ordinances or other regulations imposed by any properly constituted governmental authority, including without limitation by virtue of this enumeration: (a) Americans with Disabilities Act (“ADA”) and Michigan Department of Transportation (“MDOT”) accessibility and construction requirements for sidewalks and curb cuts and ramps, and (b) Executive Order No. 2007-1 and Executive Order No. 2003-4.

21.02 Intellectual Property. Developer represents and warrants that any products sold or processes used in the performance of this Agreement do not infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary rights of any third party. In the event of any claim by any third party against the City regarding alleged infringement or violation, the City shall promptly notify Developer and Developer shall defend such claims in the City's name, but at Developer's expense, using legal counsel reasonably acceptable to the City, and shall indemnify and hold harmless the City against any loss, costs, expense or liability arising out of such claim, whether or not such claim is successful.

21.03 Right to Examine Books. Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the City Commission to audit all accounts chargeable against the City. Pursuant hereto the City shall have the right to examine and audit all books, records, documents, and other such supporting data of Developer with respect to the Project as the City may deem necessary within thirty (30) days of written demand by the City served in accordance with Article 24, hereof.

ARTICLE 22. AMENDMENTS

22.01 Form. Any change, addition, deletion, extension or modification of this Agreement (including assignments) that is mutually agreed upon by and between the City and Developer shall be incorporated in a written amendment (herein called “Amendment”) to this Agreement. Such Amendment shall not invalidate this Agreement nor relieve or release Developer of any of its obligations under this Agreement unless stated therein. Notwithstanding the above, PC approval is required for material changes in the Construction Plans pursuant to Article 10 of this Agreement.

22.02 Binding effect. No Amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing, is signed, dated and acknowledged by duly authorized representatives of both parties. To be effective against the City, the Amendment must be authorized as set forth in Section 25.14 of this Agreement.

ARTICLE 23. FAIR EMPLOYMENT PRACTICES

23.01 Compliance. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to, Title VII of the Civil Rights Act of 1965 (PL 88-352, 78 Stat. 252, 42 USC § 2000e *et seq.*), and United States Department of Justice Regulations (28 CFR Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Michigan Civil Rights Act (1976 P.A. No. 453) and the Michigan Handicappers Civil Rights Act (1976 P.A. No. 220), Developer agrees that it will not discriminate

against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions, or privileges of employment or hire because of his or her religion, race, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. Developer hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its Associates connected directly or indirectly with the performance of this Agreement.

23.02 Non-Discrimination. Developer covenants that it shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, creed, national origin, age, marital status, handicap, public benefit status, sex, or sexual identity or orientation. This provision shall not apply if it is determined by the City that such requirements are *bona fide* occupational qualifications reasonably necessary to performance of the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon Developer.

23.03 Associate Notification. Developer further agrees that it shall notify any Associate of its obligations relative to non-discrimination under this Agreement when soliciting same and shall include the provisions of this Article 23 in any subcontract as well as provide the City a copy of any such subcontract upon request. Developer further agrees to take such action with respect to any such subcontract as the City may direct as a means of enforcing the provisions of this Article 23 and Article 21.

23.04 Breach. Breach of the terms and conditions of this Article shall be regarded as a material breach of this Agreement.

23.05 Remedies Upon Breach. If Developer fails to comply with the preceding Section and/or with any of the rules, regulations or orders as issued by the City, the City, at its option, may:

- a. Cancel, terminate or suspend this Agreement in whole or in part.
- b. Recover from Developer an amount of \$100.00 per day, as liquidated damages and not as a penalty, for each day that Developer fails to comply with the preceding section as determined by the City's _____ in accordance with its rules and regulations; said sum being fixed as negotiated and agreed upon by and between the City and Developer because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages that the City would sustain in the event of such a breach of contract, and agreed to be the amount of damages that the City would sustain.
- c. Any other City remedies upon default set out in this Agreement
- d. Utilize such other remedies as may be provided by law.

ARTICLE 24. NOTICES

24.01 Addresses. Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (herein collectively called "**Notices**") required or permitted under this Agreement shall be given in writing and personally delivered with receipt obtained, or mailed by registered or certified first-class mail, return receipt requested, addressed as follows:

If to the City: _____

with a copy to: Corporation Counsel

If to Developer: _____

with a copy to: _____

24.02 Date of Notice. All notices shall be deemed given when hand-delivered or, if mailed, on the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other as provided in Section 24.01. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE 25. MISCELLANEOUS

25.01 Standard of Performance. Developer shall not perform any act directly or indirectly that would act to subvert or otherwise circumvent any of the terms and conditions contained herein. If there is any dispute between the parties with regard to the requirements of the Development Plan or the terms and conditions of this Agreement, the reasonable interpretation and determination of the City shall govern.

25.02 Conferences. Developer hereby agrees to meet at reasonable times with duly authorized City representatives, upon the City's request to discuss any aspect of this Agreement during the term of this Agreement.

25.03 Severability. If any one or more provisions of this Agreement or in any instrument or other document delivered pursuant to this Agreement or the application thereof to any person or circumstance shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25.04 Entire Agreement. This instrument, including the exhibits listed in Section 1.03 which are attached hereto and which are made a part of this Agreement, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein.

25.05 Terminology. Unless the context otherwise expressly requires, the words “herein”, “hereof”, and “hereunder”, and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision.

25.06 Captions. The headings of the Articles, Sections and other subdivisions in this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

25.07 Cumulative Remedies; Jurisdiction; Venue. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. Developer agrees, consents and submits to the personal jurisdiction only of any competent State court in Berrien County, Michigan or Federal Court of competent jurisdiction for any action brought against it arising

out of this Agreement and no other courts or tribunals. Developer agrees that service of process at the address and in the manner specified in Article 24 will be sufficient to put Developer on notice. Developer also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction interpretation and enforcement of this Agreement, in any courts other than those in Berrien County, Michigan or Federal Court of competent jurisdiction and no other courts or tribunals. Developer agrees to obtain in writing the same agreement as contained in this Section from any Associate with respect to any contracts issued in pursuance of this Agreement and provided the City with copies of these agreements.

25.08 Affiliates. If any Affiliate of Developer shall take any action which, if done by Developer would constitute a breach of this Agreement, the same shall be deemed a breach by Developer, subject to the notice and cure provisions of this Agreement.

25.09 Force Majeure. In the event of enforced delay in the performance by either party of obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, or severe weather, the time for performance of such obligations shall be extended for the period of the enforced delays; provided that the party seeking the benefit of the provisions of this Section shall within thirty (30) days after the beginning of such enforced delay, have first notified the other party in writing of the causes thereof and requested an extension for the period of the enforced delay.

25.10 Provisions Not Merged With Deed. No provision of this Agreement is intended to or shall be merged by reason of any Deed transferring title to the Property from the City to Developer or any successor in interest, and any such Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

25.11 Counterparts. This Agreement may be executed in counterparts each of which shall be deemed to be an original document but together shall constitute one instrument.

25.12 Singular and Plural, etc. As used herein, the singular include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

25.13 Time of the Essence. Time is of the essence of this Agreement.

25.14 Authority of City. Notwithstanding anything in this Agreement or otherwise to the contrary, the City shall not be authorized or obligated to sell the Property to Developer until this Agreement has been fully executed by the duly authorized representative of the City pursuant to the resolution of the City of Buchanan Commission as approved by the Mayor of the City. Any amendments or modifications of this Agreement must likewise be duly authorized in a dated writing authorized by resolution of the City Commission as approved by the Mayor.

25.15 Non-Assignment. Developer shall not pledge as security, use as collateral, assign, delegate, or subcontract this Agreement or any of the rights and obligations conferred on Developer under this Agreement without the prior signed and dated written consent of the City. Except as provided in this Section, any attempted or actual assignment in violation of this Section shall be null and void.

25.16. Iran Economic Sanctions Act. Developer certifies, warrants and represents that it is not an Iran-linked business, as defined in the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012, MCL 129.311.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

WITNESSES:

DEVELOPER

_____ company

Print: _____

By: _____

Print _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF BERRIEN)

The foregoing instrument was acknowledged before me on _____, 20__, by _____, the ____ of _____, LLC, a _____ on behalf of said company.

Notary Public

County, Michigan
My commission expires: _____

WITNESSES:

CITY OF BUCHANAN,
a Michigan public body corporate

Print: _____

By: _____

Print: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF BERRIEN)

The foregoing instrument was acknowledged before me on _____, 20__ , by _____, _____ of the City of Buchanan, a Michigan public body corporate, on behalf of the City.

Notary Public

County, Michigan
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Land in the City of Buchanan, County of Berrien, State of Michigan being more particularly described as:

Commonly known as: _____

Description CORRECT

ENGINEER OF SURVEYS

By: _____

Date: _____

EXHIBIT B
SITE PLAN SUMMARY

GENERAL DESCRIPTION:

ZONING AND MASTER PLAN AND DEVELOPMENT PLAN RESTRICTIONS:

SITE PLAN AND EXTERIOR TREATMENTS:

PARKING:

LANDSCAPING, LIGHTING AND FENCING:

REFERENCES:

EXHIBIT C

QUITCLAIM DEED

Subject to the following paragraph, the **City of Buchanan**, a Michigan public body corporate whose address is 302 Red Bud Trail N. Buchanan, MI 49107 ("**Grantor**"), quitclaims to _____, a Michigan _____, whose address is _____ ("**Grantee**"), the premises located in the City of Buchanan, Berrien County, Michigan, described as:

(See attached Exhibit A)

(the "**Property**"), for the sum of _____ (\$_____.00), subject to and reserving to the City of Buchanan its rights under public easements and rights of way, easements of record, applicable zoning ordinances, development plans pursuant to Act 344 of 1945, as amended, and restrictions of record.

This Deed is given subject to the terms, covenants and conditions of a Development Agreement dated _____, 20__, entered into by the parties hereto and which is incorporated herein by reference and recorded on _____, 20__ in the Office of the Register of Deeds for the County of Berrien in Liber ____ on Pages ____ through ____ inclusive, none of the terms, covenants and conditions of which shall be deemed merged in this Deed. The covenants therein recited to be covenants running with the land are hereby declared to be covenants running with the land enforceable by the City as therein set forth.

The following language is included pursuant to MCL Sections 560.109(3) and 560.109(4), added by 1996 PA 591, and applies only if the Property is not platted: "The Grantor grants to the Grantee the right to make all divisions under Section 108 of the Land Division Act, 1967 PA 288, MCL 560.108." and "The grantor grants to the grantee the right to make all division(s) under section 108 of the land division act, 1967 PA 288, MCL 560.108." and "This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act."

This deed is dated as of _____, 20__.

WITNESSES:

City of Buchanan, a Michigan public body corporate

Print:

By: _____

Print

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF BERRIEN)

The foregoing instrument was acknowledged before me on _____, 20__, by _____, of the City of Buchanan, a Michigan public body corporate, on behalf of the City.

Print: _____
Notary Public, Berrien County, Michigan
My commission expires: _____
Acting in the County of _____

EXHIBIT D

IRREVOCABLE POWER OF ATTORNEY

_____, a Michigan _____ company (herein called the "Principal"), whose address is _____, does hereby nominate, constitute and appoint the _____ for the City of Buchanan, 302 Red Bud Trail N, Buchanan, MI 49107, as its true and lawful attorney-in-fact, with full power and authority hereby conferred to execute in its name and on its behalf one or more deeds (herein called the "Deeds") conveying the Property (as more particularly described in Exhibit A hereto) to the City of Buchanan upon a default by the Principal in the terms and conditions of a certain Agreement to Purchase and Develop Land (herein called the "Agreement") entered into between the City of Buchanan and the Principal on or about _____.

Upon such uncured default by the Principal as specified in the Agreement, and recording of a notice of default by the City, all rights and interest to and in the Property shall automatically vest back in the City and the City shall have the power upon the execution of this irrevocable Power of Attorney to execute on behalf of the Principal one or more Deeds conveying all rights, title and interest to and in the Property to the City.

Pursuant to the terms hereof, the Corporation Counsel shall have the power to bind the Principal thereby as fully and to the same extent as if such Deeds were signed by the duly authorized officers of the Principal, and all the acts of said attorney, pursuant to the authority herein given, are hereby ratified and confirmed. This Power of Attorney is coupled with an interest and is irrevocable by Principal, or its successors or assigns.

In witness whereof, Principal has caused this document to be signed by its duly authorized officer on _____.

WITNESSES:

PRINCIPAL

_____, a Michigan _____

Print:

By: _____

Print: _____

Print:

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF BERRIEN)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, the _____ of _____, a Michigan _____ on behalf of said company.

Print: _____
Notary Public, Berrien County, Michigan
My commission expires: _____
Acting in the County of _____

EXHIBIT E

CERTIFICATE OF AUTHORITY FOR COMPANY

I, _____ the _____ of _____, a Michigan _____ (the "Company")

DO HEREBY CERTIFY that the following is a true and correct excerpt from *[check appropriate box]*

- the minutes of a meeting of the _____ of the Company duly called and held on
- a consent in lieu of a meeting, with signed consents received from all of the _____ of the Company on or before the date hereof.

and that the same is now in full force and effect:

“RESOLVED, that any _____ of the Company, is hereby authorized to execute and deliver, in the name and on behalf of the Company, any agreement or other instrument or document in connection with any matter or transaction with the City of Buchanan that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such _____ to be conclusive evidence of such approval.”

I FURTHER CERTIFY that the following persons are _____:

_____ – Shareholder/Membership Interest __

_____ – Shareholder/Membership Interest __

I FURTHER CERTIFY that any of the aforementioned _____ of the Company are authorized to execute or guarantee and commit the Company to the conditions, obligations, stipulations and undertakings contained in the attached Agreement, and that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20__.

Print: _____
Its: Manager

EXHIBIT F

Developer's Acknowledgment of Receipt of Development Plan
[If applicable, as referenced in Section 1.12 of this Agreement]

Developer hereby acknowledges receipt of a copy of the Development Plan referenced in Section 1.12 of this Agreement and acknowledges its applicability to the Property.

DEVELOPER

By: _____

Print: _____

Its: _____

Date: _____

DRAFT PROPOSED MOBILE FOOD VENDING ORDINANCE
01/14/22

Chapter ___ - MOBILE FOOD VENDING

ARTICLE I. – In General

Sec. ____ - Mobile Food Vending.

- (a) The provisions of this Chapter shall apply to all businesses or individuals engaged mobile food vending activities covered by this Chapter on any public or private properties or within any public right-of-way located within the City.
- (b) This does not apply to mobile food vendors that move from place to place and do not remain in the same location for more than fifteen (15) minutes at a time.
- (c) Except as otherwise provided in City Ordinances, preparation, distribution, or sale of alcoholic beverages, marihuana, or alcohol or marihuana infused beverages or food items is prohibited from mobile food vending covered by this Chapter.
- (d) For the purposes of this Chapter, the term “mobile food vending” shall mean any cooking, preparation, serving, distribution and/or sale of food or beverages or offering for free any food or beverages from a mobile food unit and any use that meets the definition of a food service establishment under Michigan Public Act 92 of 2000, which shall include the ancillary sales of branded items of mobile food vending including items of clothing or personal apparel.
- (e) For the purposes of this Chapter, “mobile food vending unit” shall mean any motorized or non-motorized vehicle, trailer, cart, portable stand, portable cooking device, any means of transportation or other instrument of device designed to be portable.
- (f) All mobile food vendors shall be subject to and must comply with all other provisions of the City’s Ordinances, including but not limited to Chapter 38, Article II – Nuisances, Article II - Division 2 – Litter; Chapter 58 - Article IV – Offenses Against Property, Chapter 58 - Article V – Offenses Against Public Peace; Chapter 62- Parks and Recreation; Chapter 66 – Peddlers and Solicitors; Chapter 76 – Signs; Chapter 86 – Streets, Sidewalks and Other Public Places; and Chapter 98 – Traffic and Vehicles.
- (g) In addition to satisfying the requirements of this Chapter, evidence of approval from the Berrien County Health Department shall be provided to the City Clerk prior to issuance of any mobile food vending permit.

ARTICLE II - Permits.

Sec. ____ - Permit Requirement.

No vendor shall engage in mobile food vending without a permit from the City Clerk authorizing such vending. The City Clerk shall prescribe the form of such permit and application for such permit. All permits shall be prominently displayed on the mobile food vending unit. No vending through a mobile food vending unit of food and/or other human consumables shall be permitted unless it meets the definition of mobile food vending as defined by this Chapter.

Sec. ____ - Permit Duration and Non-transferability.

(a) Permits shall be issued by the Clerk for a period not to exceed _____. Any permit issued under the Chapter shall not be transferred from the original applicant to another person or entity. Permit transfer is prohibited by means of sale or assignment of business or business assets. No person or entity shall hire or subcontract any other person or entity to attempt or actually evade the provisions of this Chapter.

(b) A single-event application is also available from the City Clerk for vendors wishing to operate a mobile food vending unit during a City-sponsored or City-endorsed special event or to operate at a public or private event held on public or private property. The application for a single event permit shall be accompanied by payment of a fee established under this Chapter.

Sec. ____ - Permit Application.

(a) Every individual or entity desiring to engage in mobile food vending shall make a written application to the City Clerk for a permit under this Chapter on a form to be provided by the City. The applicant shall truthfully state, in full, all information required by the application and submit the required fee.

(b) The amount of any application fee shall be established by resolution of the City Commission. There shall be no proration of fees. Fees are non-refundable once a permit application has been filed with the City Clerk. No fee shall be charged to any honorably discharged veteran of the United States Military who is a resident of the State of Michigan and submits official documentation evidencing such to the City Clerk. If operating on non-City property, no application fee shall be charged to a business that is on the city's tax rolls and whose normal business includes the sale of food and/or beverages. .

(c) Additionally, the applicant shall provide all documentation, such as proof of insurance and Berrien County Health Department documentation, as may be required by the City.

Article III - Mobile Food Vending Unit Operations Requirements

Sec. ___ - Operations Requirements. Any vendor engaging in mobile food vending shall comply with the following requirements:

- (a) Provide appropriate waste receptacles at the site of the unit and remove all litter, debris and other waste attributable to the vendor on a daily basis, or more frequently in order to prevent littering.
- (b) If operating on City-owned or controlled property, a mobile food vendor may only locate on such property as established in a resolution adopted by the City Commission. If parked on public streets, vendors shall conform to all applicable traffic and parking ordinances.
- (c) Shall not operate on public property within one block of a City-authorized street fair, public festival, farmers market or event being conducted without authorization from the event sponsor.
- (d) Shall not use any flashing or blinking lights or strobe lights in connection with the mobile food vending unit operation. All exterior lights over 60 watts shall contain opaque, hood shields to direct the illumination downward.
- (e) Shall not use any music, sound system, amplification devices, or "crying out" or any other audible methods to gain attention to or market for the mobile food unit operation.
- (f) Comply with all other applicable City ordinances, including but not limited to Chapter 38, Article II – Nuisances, Article II - Division 2 – Litter; Chapter 58 - Article IV – Offenses Against Property, Chapter 58 - Article V – Offenses Against Public Peace; Chapter 62- Parks and Recreation; Chapter 66 – Peddlers and Solicitors; Chapter 76 – Signs; Chapter 86 – Streets, Sidewalks and Other Public Places; and Chapter 98 – Traffic and Vehicles.
- (g) Comply with all applicable federal, state and county statutes, ordinances and regulations.
- (h) No more than one portable sign that is six square feet, with no dimension greater than three feet and no top height greater than four feet above ground level. All signs shall be located within three feet of the mobile food vending unit. Under no circumstances shall any sign be placed upon any sidewalk, impede pedestrian and/or vehicle traffic, or cause a threat to public safety.
- (i) Mobile food vending activities shall only be permitted in the _____ areas of the City during the hours of ___:___ a.m. and ___:___ p.m. The City reserves the right in its sole discretion to limit or prohibit mobile food vending that interferes with or impedes motor vehicle traffic, pedestrian space, parking space or constitutes a threat or risk to public safety. Other restrictions regarding hours of operation may be established by resolution of the City Commission. A mobile food vending unit shall not be left unattended at any time.

- (j) A mobile food vendor shall not represent the granting of a permit under this Chapter as an endorsement of any kind by the City.
- (k) All City issued permits shall be prominently displayed on the mobile food vending unit at all times.
- (l) No food shall be sold, prepared or displayed outside of the mobile food vending unit.
- (m) Vendors are prohibited from locating, placing, or putting personal property outside of a mobile food vending unit, including but not limited to dining furniture, benches, chairs, umbrellas, tables, condiment stands, fixtures, or any other equipment.
- (n) No vendor shall utilize any electricity or power without the prior written authorization of the relevant power customer. No extension cord or power cable or similar device shall be extended at or across any street, sidewalk or area of pedestrian traffic, except in a safe manner. If a mobile food unit is not self-contained and requires electric service, an additional permit issued by the City Building Department is required.

Article IV- Impoundment

In addition to any other penalties under this Chapter, any mobile food unit and equipment associated with mobile food vending that are not in compliance with this Chapter or left on public property outside of the hours of permitted operation may be impounded at the owner's expense.

Article V – Other Permits

A permit obtained under this Chapter shall not relieve any mobile food vendor of the responsibility for obtaining any other permit, or authorization required by any other statute, ordinance, or administrative rule.

Article VI - Revocation

The City Clerk shall revoke the permit of any vendor engaged in mobile food vending who ceases to meet any requirement of this Chapter or violates any other federal, state or local laws or regulations, makes a false statement on a mobile food vendor application. Immediately upon such revocation, the City Clerk shall provide written notice to the permit holder personally or by certified mail to its place of business or residence as indicated on the application. Immediately upon permit revocation, the permit shall become null and void.

Article VII – Complaints, Revocation Appeals

If a written complaint from any source is filed with the City Clerk alleging a food vendor has violated the provisions of this Chapter, the City Clerk shall promptly send a copy of the written complaint to the vendor together with a notice that an investigation will be made as to the truth of the complaint. The vendor shall be invited to respond to the complaint and present evidence and respond to evidence produced by the investigation. If the City Clerk, after reviewing all relevant material, finds the complaint to be supported by a preponderance of the evidence, the complaint shall be certified. If a permit is denied or revoked by the City Clerk, or if a written complaint is certified pursuant to this Chapter, the applicant or holder of a permit may appeal to and have a hearing before the City Manager. The City Manager shall make a written determination, after presentation by the applicant and investigation by the City Clerk, as to whether or not the grounds for denial, revocation or complaint are true. If the City Manager determines that such grounds are supported by a preponderance of the evidence, the action of City Clerk or filing of the complaint shall be sustained, the permit shall be denied or revoked, the applicant may appeal the City Manager's decision to a court of competent jurisdiction in accordance with Michigan law and applicable Court Rules.

Article VIII – Appearance Tickets

The Police Chief and sworn officers of the Police Department, or such other officials as designated by the City Manager are authorized to issue and serve appearance tickets with respect to a violation of this Chapter, consistent with Michigan law. Appearance tickets shall be in such form as determined by the City Attorney and shall be in conformity with all statutory requirements.

Article IX – Civil Infraction

A vendor that violates this Chapter is responsible for a civil infraction and subject to a fine of \$500.00 per day. Provided, however, that the fine for parking or traffic violations shall be those as otherwise in other applicable City ordinances.

ATTACHMENT 1

REVIEW DRAFT INITIAL 2022 IPMC ADOPTION ORDINANCE

ARTICLE IV. - HOUSING PROPERTY MAINTENANCE CODE

Sec. 14-86. - Adopted.

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

(Comp. Ords. Rev. 2022, § _____)

Sec. 14-87. - References in code.

References in the IPMC adopted under this Article IV to:

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

(Comp. Ords. Rev. 2021, § _____)

Sec. 14-88. - Amendments.

The Commission should consider the following:

**** * * Review IPMC 102.3 to determine what, if any, of the other International Codes the City is adopting. If some or all are not to be adopted, a statement of which are to be adopted must be made in this Section.***

* * * **Review IPMC 104.2 to consider if the City wants to authorize the code official to establish a fees refund policy.**

* * * **Review IPMC 105.2 to consider if the City wants to authorize the code official to hire or contract with outside contractors for inspections and reports, without prior authorization by the City Manager.**

The IPMC adopted under this Article is amended as follows:

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

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

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

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

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

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

APPENDIX B, IPMC:

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

B101.7.1A Board Decision. Within ___ days of the date of board of appeals decision, it shall file its decision with the City Commission and request that the City Commission review and concur with its decision.

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

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

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

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

(Comp. Ords. Rev. 2021, § _____)

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

(Comp. Ords. Rev. 2021, § _____)



Oakridge Cemetery Rules & Regulations regarding Veteran's Circle:

1. These rules and regulations are agreed upon between the City of Buchanan, and the American Legion Post 51 (Administrative Board). Our goal is uniformity.
2. One single Sheppard hook per grave site starting one week prior to Memorial Day and ending one week after Labor Day.
3. A white cross and flag will be approved by the Legion administration, and will be placed by legion members for our Memorial Day event.
4. Veteran's circle is reserved for honorable serving members, or those discharged honorably. No non-military or veterans that were discharged dis-honorably shall be buried inside Veteran's Circle.
5. No other artifacts are permitted; this policy eliminates all past practices and is the current controlling document.
6. Grounds will be maintained by city staff, and overseen by the Cemetery Sexton.
7. Violations will be reported to the American Legion and acted upon as soon as possible.
8. Rule sheets will be handed out upon scheduling a burial or if this policy is violated.