

CITY COUNCIL

REGULAR MEETING AGENDA

June 3, 2024 @ 7 PM 257 W Monroe St Bangor, MI 49013

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. APPROVAL OF AGENDA
- 5. APPROVAL OF CITY COUNCIL MINUTES
 - a. Approval of Regular City Council minutes for 05/20/24
- 6. APPROVAL OF ACCOUNTS PAYABLE AND PAYROLL

Reviewed by Councilmember Muenzer & Councilmember Garcia

- a. General Checking
- b. Roads Checking
- 7. OTHER REGULAR BUSINESS (RESOLUTIONS, PROCLAMATIONS, REPORTS, AND PRESENTATIONS)
 - a. Bangor Queens (Mayor Farmer)
 - b. Resolution 2024-05 Parks and Advisory Board Bylaws (Mayor Farmer)
- 8. OPPORTUNITY FOR PUBLIC COMMENT (PLEASE KEEP COMMENTS TO WITHIN 3 MINUTES)
- 9. UNFINISHED BUSINESS
 - a. City Attorney Opinion/Cemetery Committee Expenditures (City Attorney Graham)
 - b. Abonmarche Estimate for Bryce Saylor Lawsuit (City Manager Weber)
 - c. City Attorney RFP (Councilmember McCrumb)
 - d. Parks and Recreation Advisory Board (City Manager Weber)
 - e. Abonmarche 5 Year Parks and Recreation Plan (City Manager Weber)

10. NEW BUSINESS

- a. Pick Date Community Wide Yard Sale (City Manager Weber)
- b. Accept City of Bangor Schedule of Rates and Fees (City Manager Weber)
- c. Pick Date Special Meeting Budget Hearing/Truth in Taxation 6/25 or 6/26 @ 5:30 PM (City Manager Weber)
- d. Accept 3rd Quarter Budget Amendments (City Treasurer Cagle)
 - i) Resolution 2024-06 3rd Quarter Budget Amendments (City Treasurer Cagle)
- 11. OPPORTUNITY FOR PUBLIC COMMENT (PLEASE KEEP COMMENTS TO WITHIN 3 MINUTES)
- 12. COUNCIL MEMBER COMMENTS
- 13. ADJOURNMENT



CITY OF BANGOR

BANGOR COUNCIL MEETING MINUTES

MAY 20, 2024

MINUTES

Council Chambers Regular Meeting 7:00PM

257 W. MONROE STREET BANGOR, MI 49013

This meeting was opened by Mayor Farmer at 7:00 pm.

1. PLEDGE OF ALLEGIANCE IS LED BY A SOUTH WALNUT ELEMENTARY STUDENT AND RECITED BY ALL PRESENT

2. ROLL CALL

Attendee Name	Title	Status
Pati Martinez-Serratos	Mayor Pro Tem	Present
Heléne Rivers	Councilmember	Present
Jeremy Uplinger	Councilmember	Present
Jerry Muenzer	Councilmember	Present
Amber Garcia	Councilmember	Present
Darla McCrumb	Councilmember	Present
Lynne Farmer	Mayor	Present

OTHERS PRESENT

Justin Weber, City Manager Scott Graham, City Attorney Steve Lowder, Acting DPW Director Tyler Kendegran, Police Officer Derek Babcock, Fire Chief Shelly Umbanhowar, Clerk Approximately 18 members of the public.

3. APPROVAL OF REGULAR AGENDA

Motion to accept Regular Meeting Agenda.

RESULT: CARRIED (UNANIMOUS)
MOVER: Jerry Muenzer, Councilmember
SECONDER: Jeremy Uplinger, Councilmember

4. APPROVAL OF MEETING MINUTES

Motion to approve Minutes of the Budget Workshop held on May 02, 2024

RESULT: CARRIED (UNANIMOUS)
MOVER: Heléne Rivers, Councilmember
SECONDER: Jerry Muenzer, Councilmember

Motion to approve Minutes of the Budget Workshop Meeting held on May 13, 2024

RESULT: CARRIED (UNANIMOUS)

MOVER: Amber Garcia, Councilmember

SECONDER: Heléne Rivers, Councilmember

Motion to approve Minutes of the Regular Meeting held on May 06, 2024

RESULT: CARRIED (UNANIMOUS)
MOVER: Amber Garcia, Councilmember
SECONDER: Darla McCrumb, Councilmember

Motion to approve Minutes of the Closed Session Meeting held on May 06, 2024

RESULT: CARRIED (UNANIMOUS)

MOVER: Jerry Muenzer, Councilmember

SECONDER: Heléne Rivers, Councilmember

5. APPROVAL OF ACCOUNTS PAYABLE AND PAYROLL

a. General Checking Accounts Payable and Payroll

Motion to pay bills from General Checking 2 in the amount of \$100,026.31; Removing the Jan & Feb 2024 Debit Card in the amount of \$3,129.22 from the originally presented amount of \$103,155.53.

RESULT: APPROVED (UNANIMOUS)
MOVER: Jeremy Uplinger, Councilmember
SECONDER: Darla McCrumb, Councilmember

AYES: Martinez-Serratos, Rivers, Uplinger, Muenzer, Garcia, McCrumb, Farmer

6. OTHER REGULAR BUSINESS

- a. Presentation
 - i. Domestic Violence Coalition
 - 1. Officer Tyler Kendegran and Police Chief Weber were presented with awards from Domestic Violence Coalition.
- b. Reports
 - i. Department Heads
 - 1. Department of Public Works: Report given; brief discuss regarding Dig Doctor estimates presented and notifications of pumps and who is receiving them.
 - 2. Police Department: Report given
 - 3. Fire Department: Report given
 - 4. Code Enforcement/Zoning: Department head absent from meeting
 - 5. Clerk's Department: Report given
 - 6. Treasurer's Department: Report given
 - ii. Commission and Boards
 - 1. Planning Commission: Chair Steve Honeycutt gives a report
 - 2. Cemetery Committee: Report given; Brief discussion about cemetery budget and invoices submitted in current bill list and anticipated cemetery report.

Motion to allow City Attorney Graham to review and provide an opinion regarding procedure for Cemetery Committee expenditures.

RESULT: PASSED (4 TO 3)

MOVER:
Darla McCrumb, Councilmember
Amber Garcia, Councilmember
Rivers, Uplinger, Garcia, McCrumb,
NAYS:
Muenzer, Martinez-Serratos, Farmer

- 3. Economic Development Corporation (EDC): Report given
- 4. Downtown Development Authority (DDA): Report given
- 5. Bangor Housing Commission (BHC): Report given

7. OPPORTUNITY FOR PUBLIC COMMENT

Public comments were heard.

8. UNFINISHED BUSINESS

a. Abonmarche Estimate for Bryce Saylor Lawsuit

Brief discussion regarding the meeting that City Manager Weber had with Abonmarche regarding report that was submitted previously that discusses dollar amounts.

Motion to table until next Regular Council Meeting 06/03/24.

RESULT: APPROVED (6 AYES, 1 ABSTAIN)

MOVER: Jeremy Uplinger, Councilmember

SECONDER: Heléne Rivers. Councilmember

AYES: Rivers, Uplinger, Muenzer, Garcia, McCrumb, Farmer

ABSTAIN: Martinez-Serratos

9. **NEW BUSINESS.**

a. City Attorney Second Opinion

Brief discussion about attorney fees and budgeted amounts vs. year to date amount. Concerns about this budget item being overspent. Solution is to put out RFP's for attorney services.

Motion to table until next Regular Council Meeting 06/03/24.

RESULT: CARRIED (6 TO 1 ABSTAIN)

MOVER: Jeremy Uplinger, Councilmember

SECONDER: Heléne Rivers, Councilmember

b. Abonmarche 5 Year Parks and Recreation Plan

Brief discussion about the estimate provided by Abonmarche to create a 5 Year Parks and Recreation Plan. There is a recently expired Parks and Recreation Plan that was created for the City of Bangor. It expired in 2023. City Manager to research who created and if that plan can continue to be used but just updated.

Motion to table until next Regular Council Meeting 06/03/24.

RESULT: CARRIED (UNANIMOUS)

MOVER: Jeremy Uplinger, Councilmember SECONDER: Heléne Rivers, Councilmember

c. Parks and Recreation Commission

Motion to allow Clerk to prepare a Resolution, available at the next Regular Council Meeting 06/03/24, to amend Parks and Recreation Commission By Laws to seven (7) members versus nine (9) members.

RESULT: CARRIED (UNANIMOUS)

MOVER: Jeremy Uplinger, Councilmember **SECONDER:** Pati Martinez-Serratos, Mayor Pro Tem

10. OPPORTUNITY FOR PUBLIC COMMENT

Public comments were heard.

11. COUNCILMEMBER COMMENTS

Councilmember comments were heard.

12. ADJOURNMENT

Motion to	adiourn	at	9:12	PM
-----------	---------	----	------	----

RESULTS: APPROVED (UNANIMOUS)

MOVER: Pati Martinez-Serratos, Mayor Pro Tem

SECONDER: Heléne Rivers, Councilmember

Shelly Umbanhowar, City Clerk		Mayor Lynne Farmer

CERTIFICATION

I, Shelly Umbanhowar, the duly appointed Clerk for the City of Bangor, do hereby certify
that this is a true and exact copy of the minutes from the Regular Meeting held on Monday
May 20, 2024. These minutes were approved by the City Council on Monday, June 3
2024, by unanimous vote. The original is on file at the Bangor City Hall, 257 W. Monroe
Street, Bangor, Michigan 49013.

Shelly	Umban	howar,	City	Clerk	(



To: Mayor Farmer, Pro Tem Martinez-Serratos, Councilmember Rivers, McCrumb,

Garcia, Muenzer and Uplinger

CC: Justin Weber, City Manager

From: Shelly Umbanhowar, Clerk

CC: Stephenie Cagle, Treasurer

Subject: Accounts Payable and Payroll

Date: 05/30/24

Recommended Action:

GENERAL CHECKING - Treasurer recommends City Council approval of the following:

•	Bill List for 05/30/24	(28 items)	in the amount of	<u>\$25,395.44</u> .
•	ACH/EFT Transactions	(6 items)	in the amount of	<u>\$3,623.05</u> .
•	Payroll for 5/24/24		in the amount of	<u>\$19,366.03</u> .
•	Debit Card for Jan, Feb &	Mar 2024	in the amount of	\$4,874.98.

o For a grand total amount of \$53,259.50 from the GCK-2 account.

•	TOTAL AMOUNT OF	GCK-2 BILLS LIST & PAYROLL	\$53,259.50
---	------------------------	----------------------------	-------------

ROADS CHECKING - Treasurer recommends City Council approval of the following:

• **Bill List** for 05/30/24 **(2 items)** in the amount of **\$77,695.20**.

For a grand total amount of \$77,695.20 from the ROADS account.

• TOTAL AMOUNT OF ROADS BILLS LIST & PAYROLL \$77,695.20

Council Action:

For Action

Summary:

See GCK-2 and ROADS invoice approval list.

05/28/2024 // INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF BANGOR

EXP CHECK RUN DATES 06/04/2024 - 06/04/2024

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: GCK-2

Vendor Code	Vendor Name Invoice	Description	Amount
PAPERCHECK			
STORY, ANG	ANGELA J. STORY		
	053024	ASSESSING FEES MAY 2024	1,283.33
TOTAL FOR: ANG	ELA J. STORY		1,283.33
AT&T	AT&T MOBILITY		
AIQI	05142024	PHONE @ WELLS JUNE 20224	117.72
TOTAL FOR: AT&			117.72
CINTAS	CINTAS CORPORATION #3		
	4192529506	RUGS CITY HALL & POLICE STATION	106.25
	4192530681 4193316561	DPW UNIFORMS DPW UNIFORMS	53.07 53.07
TOTAL FOR: CINT	AS CORPORATION #301		212.39
CORE&MAIN	CORE & MAIN LP		
	U872503	1 1/2 BRASS OVAL MTR FLG SET	100.00
TOTAL FOR: COR	E & MAIN LP		100.00
CUMMINS	CUMMINS SALES AND SE	RVICE	
	S3-8722	EMERGENCY GENERATOR REPAIR AND TROUBLESHOOT	757 45
TOTAL FOR: CUM	1MINS SALES AND SERVICE	· 	757.45
DELTA	DELTA DENTAL OF MICHI	GAN	
		DENTAL INSURANCE JUNE 2024	1,270.55
TOTAL FOR: DEL	TA DENTAL OF MICHIGAN		1,270.55
DIG DOCTOR	DIG DOCTOR UTILITY SER		
	1331	LIONS AND ARLINGTON LIFT STATIONS - FIELD SERVICE CHECK	4,600.00
TOTAL FOR: DIG	DOCTOR UTILITY SERVICES	 -	4,600.00
			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
ELECTION	ELECTION SOURCE		
	24-9533	DIFFERENT PETITION PADS FOR ELECTIONS X9	95.25
		FUTURE VOTER STICKERS - ELECTION DAY AND STUDENT	
TOTAL FOR: 5150	24-9536	VISITS	31.88
TOTAL FOR: ELEC	LION SOUKCE		127.13

ETNA	ETNA SUPPLY COMPANY		
TOTAL 500 5TM	\$105672635.001	SWIVEL FORD NO LEAD, 3/4" CORP 45 CTS/PJ	84.90
TOTAL FOR: ETN.	A SUPPLY COMPANY		84.90
JON	JON ISOM		
3014	3014 130141	CEMETERY CANNON - STONE BASE AROUND CANNON	
	1304	ARLINGTON CEMETERY	3,000.00
TOTAL FOR: JON	ISOM		3,000.00
MI TOWNSHI	MICHIGAN TOWNSHIP S	ERVICES ALLEGAN	
	4062	PERMIT FEES APRIL 2024 ELECTRICAL	1,899.00
TOTAL FOR: MIC	HIGAN TOWNSHIP SERVIC	ES ALLEGAN	1,899.00
PCI	PERCEPTIVE SERVICE & (
	46604	WELL 9 RUN FAULT - WORKED WITH PEERLESS RE FLOW	247.00
TOTAL 500 DED	16604	SWITCH	317.00
TOTAL FOR: PER	CEPTIVE SERVICE & OPERA	TIONS	317.00
PRIORITY	PRIORITY HEALTH		
PRIORITI	241370031672	HEALTH INSURANCE JUNE 2024	E 614 09
TOTAL FOR: PRIC		TIEAETT INSONANCE JOINE 2024	5,614.98 5,614.98
TOTAL TON. TIME	ZINI I IILALIII		3,014.36
STANDARD	STANDARD INSURANCE	COMPANY	
37,11127,1112	060124	JUNE 2024 LIFE INSURANCE	141.01
TOTAL FOR: STAI	NDARD INSURANCE COMP		141.01
STEENSMA	STEENSMA LAWN & PO\	WER	
	1127385	V BELT, SKID PLATE, KNIFE	455.83
	1127411	STIHL HT135 EXT REACH PRUNING SAW	615.99
	1128786	SPK, BLADE NOTCHED 20 X6	167.94
TOTAL FOR: STEE	NSMA LAWN & POWER		1,239.76
RAPIDSHRED	THE RAPID GROUP, LLC		
		CITY HALL SHRED TRUCK - SHRED DOCUMENTS OUT OF	
	164491	RETENTION PERIOD	408.25
TOTAL FOR: THE	RAPID GROUP, LLC		408.25
TD 4.05	TD 4 05 ANIAU/TICAL LAB	ODATORIES INC	
TRACE	TRACE ANALYTICAL LABO	•	110.00
TOTAL FOR TRA	4050678	DRINKING WATER REQ	119.00
TOTAL FOR: TRA	CE ANALYTICAL LABORATO	JRIES, INC	119.00
VANCLERK	VAN BUREN COUNTY CL	FRK	
VAINCLLINK	VAIN DOILLIN COUNTT CL	MAY 2024 CITY ELECTION - PROGRAMMING, BALLOTS,	
	052024	TEST DECK, PRECINCT KIT AND CANVASS	576.45
TOTAL FOR: VAN	BUREN COUNTY CLERK		576.45
VAN BUREN	VAN BUREN REMINDER		

TOTAL FOR: VA	053124 N BUREN REMINDER	CODE ENFORCEMENT AD RUN 2 WEEKS	103.80 103.80
VC3	VC3, INC		
	112421	ADDING SUPPORT FOR 5 POLICE IN CAR MACHINES CABLE ADAPTER ONSITE FOR NEW PC AND	2,800.00
	115510	CONFIGURATION	38.14
TOTAL FOR: VC	3, INC	· -	2,838.14
VSP	VISION SERVICE PLAN 820487364	JUNE 2024 VISION INSURANCE	238.08
TOTAL FOR: VIS	ION SERVICE PLAN	 	238.08
WALT DEVIS	WALTER L. DEVISSER 050124 ALTER L. DEVISSER	MECHANICAL PERMITS MONTH OF MAY 2024	346.50 346.50
			3 10.50
		TOTAL - ALL PAPERCHECKS	25,395.44
EFT/ACH TRANS	SACTIONS COMCAST		
	050824.3411	DPW 05/21-06/20/24 INTERNET	149.80
	051224	CITY HALL 05/16-06/15/24 INTERNET	346.28
	051224.0191	POLICE STATION INTERNET 05/16-06/15/24	264.23
TOTAL FOR: CO	051424.2578 MCAST	PARK ST LIFT INTERNET 05/28-06/27/24	47.90 808.21
TOTAL TON. CO	WICASI		
PEERMID	PEERLESS MIDWEST INC		
	78041	ANNUAL WELL & PUMP MAINT - 01/25/24 WELL #9, PRE-LUBE SYSTEM & FLOW SWITCH,	975.00
	78359	TROUBLESHOOT AND REPAIR	1,839.84
TOTAL FOR: PEE	ERLESS MIDWEST INC		2,814.84
		TOTAL - ALL EFT/ACH TRANSACTIONS	3,623.05
PAYROLL			
.,	5/24/2024	05/20-05/26/24	19,366.03
TOTAL FOR: PA	YROLL		19,366.03
		TOTAL - ALL PAYROLL	19,366.03
DEBIT CARD TR	ANSACTIONS		
	Jan-24	January 2024 Debit Card Transacations	1,089.17
	Feb-24	February 2024 Debit Card Transactions	2,040.05
	Mar-24	March 2024 Debit Card Transacations	1,745.76

TOTAL - ALL DEBIT CARD TRANSACTIONS	4,874.98
GRAND TOTAL	53,259.50

05/28/2024 // INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF BANGOR

EXP CHECK RUN DATES 06/04/2024 - 06/04/2024

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: ROADS - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name Invoice	Description	Amount
KROHN EX	KROHN EXCAVATING, LL	C	
	3020	20 YARDS OF 22A GRAVEL	520.00
TOTAL FOR: KROI	HN EXCAVATING, LLC	-	520.00
MDOT	STATE OF MICHIGAN-MI	DOT	
	060424	PAYMENT #2 OF 10.STATE INFRASTRUCTURE BANK LOAN	77,175.20
TOTAL FOR: STAT	E OF MICHIGAN-MDOT	-	77,175.20
		TOTAL - ALL VENDORS	77,695.20

CITY OF BANGOR RESOLUTION NO. 2024-05

A RESOLUTION AMENDING BYLAWS FOR THE PARKS AND RECREATION ADVISORY BOARD

		of Bangor, Van Buren County, Michigan, on <u>June 3, 2024</u> at 7:00 pm.	held in the Bangor City
	oreamble and resolution was been	vere offered by Councilmember	and supported
WHERI to the City Cou		ation Advisory Board serves as an advisor	y body providing advice
WHERI on June 3, 2024		roved the amended Parks and Recreation	Advisory Board bylaws
	EAS, the City Council discuenting on May 20 th , 2024;	ussed the new proposed changes to thes and	e bylaws at the Regular
NOW, THEREF	ORE, BANGOR CITY RESOL	LVES AS FOLLOWS:	
Section 1.	The City Council approves and adopts the amendments to the Bylaws for the Parks and Recreation Advisory Board attached as Exhibit A.		
Section 2.	This resolution shall take	e effect upon the effective date of June 3,	, 2024.
	Approved and adopted June 2024.	at a regular meeting of the City Council	held on the 3 rd day of
PRESENT: NAYES: ABSENT:			
		LYNNE FARMER, Mayor	
Attested to this	s 3 rd day of June 2024:		
Shelly Umbanh	owar, City Clerk		
Attachment:			

Exhibit A – Amended Parks and Recreation Advisory Board Bylaws

PARKS AND RECREATION ADVISORY BOARD CITY OF BANGOR, MICHIGAN BYLAWS

ARTICLE I Name – Purpose – Authority

- 1. <u>Name</u>. The name of this organization is the PARKS AND RECREATION ADVISORY BOARD of the City of Bangor, a Municipal Corporation.
- 2. **Purpose and Authority**. The purpose and authority of the organization shall be as defined and authorized by Resolution 08-04 of the City of Bangor, Van Buren County, Michigan.
- 3. <u>Mission Statement</u>. The Parks and Recreation Advisory Board of the City of Bangor shall promote the use and enjoyment of the Parks and Green spaces of the City by the citizens, while ensuring the safety, health and welfare of all the users. The Board will preserve and protect the natural resources while keeping in mind the rights and wishes of its neighbors.

ARTICLE II Board

- 1. <u>Board of Directors</u>. The Board shall consist of seven (7) members, The City Council shall appoint two (2) members, that are City Council Members and the other five (5) members from the City of Bangor, the Surrounding Townships and the Bangor Public School system. The City Manager of Bangor, or his or her designee, shall be a member of the Board but may not hold office. The Board may also have two (2) additional non voting members who are students attending Bangor Public Schools.
- 2. <u>Term</u>. Board Members shall have terms that do not expire. Once appointed by the City Council, Board members shall remain on the board until they a) resign b) no longer fit the criteria of a board member or c) are removed from the board.

3. Resignation and Removal.

a) Any Board member may resign by the delivery of a written resignation to the Mayor, City Manager of the City of Bangor or the Chairperson of the Board.

b) The Board may, by the majority vote of the board members present at any regular or special meeting, recommend to the City Council of the City of Bangor the removal of any Board Member for acts of omission or commission not conducive to the best interest of the Board, or if said member fails to attend regularly (two-thirds (2/3) of the regular meetings in any fiscal year). Such recommendations, together with reasons therefore, shall be transmitted in writing to the City Council of the City of Bangor.

ARTICLE III Officers

1. <u>Number</u>. The officers of the Board shall be Chairperson of the Board, Vice-Chairperson, and Secretary.

2. Election, Term of Office and Qualifications.

- a) The officers shall be elected by a majority of the Board annually at the first meeting in July, for a one year term.
- b) City staff members elected to officer positions may not vote on matters brought before the Board.
- c) Officers shall not serve more than three (3) years in succession in any given office.
- 3. <u>Vacancies</u>. In case any office of the Board becomes vacant for any reason, a majority of the Board shall elect an officer to fill such vacancy for the unexpired portion of the term.
- 4. <u>Chairperson of the Board</u>. The Chairperson of the Board shall preside at all meetings of the Board and may cast a vote in all matters brought before the Board. The Chairperson or a Representative of the Board appointed by him or her shall be the only person to represent the Board to the City Council, press, or other public forum.
- 5. <u>Vice-Chairperson</u>. The Vice-Chairperson shall preside in the absence of the Chairperson.
- 6. <u>Secretary</u>. The Secretary shall have charge of such books, documents and papers as the Board may determine and shall attend and keep minutes of all the meetings of the members. In the absence of the Secretary, the Chairperson of the Board shall designate a member to record the minutes. Copies of all minutes shall be mailed or emailed to all members promptly after each meeting, but not less than four (4) days prior to the next regular meeting.

7. **Removal**. Officers may be removed for the same reasons as Board members may be removed and by a majority vote of the members present.

ARTICLE IV Meetings

- 1. <u>Regular Meetings</u>. The Board shall hold regular meetings at the City Hall in Bangor, Michigan, or such other places as shall be designated by the Chairperson at 4:30 p.m. on the First Tuesday of each month hereafter.
- 2. <u>Special Meetings</u>. A special meeting may be called by the Chairperson of the Board, or any three (3) Board members at such times and places as indicated in the call for a special meeting. Notice and an Agenda of the Special meeting shall be given to all members at least 24 hours prior to the meeting and be given in a reasonable manner under the circumstances then existing.
- 3. **Quorum**. A quorum shall be a simple majority of the Board members.

4. Voting.

- a) All business of this Board with the exception of bylaw amendments, purchases, sales, and any legal actions taken against another persons, or entity which must be by a 2/3 majority of the entire Board and as otherwise provided by these by-laws, shall be decided by a simple majority of the members present.
- b) In event a member abstains, the reasons shall be stated on the record.
- 5. <u>Open to Public</u>. All meetings of the Board shall be open to the public with the exception of business conducted <u>in closed session</u> under the rules of the Open Meeting Act. To go into closed session, there must be a 2/3 majority vote <u>by roll call vote of all members serving and must meet the statutes for utilizing closed session.</u>
- 6. <u>Business at Meetings</u>. The Chairperson or Secretary with consultation of the City Manager shall prepare an agenda for each meeting, and provide said agenda to members at least 72 hours prior to the meeting with the exception of special meetings.
- 7. All meetings shall be conducted in accordance with Roberts Rules of Order unless these bylaws otherwise provide.

ARTICLE V Subcommittees

- At times it may be deemed necessary and/or appropriate for subcommittees to fall under the responsibility of the Parks and Recreation Advisory Board of the City of Bangor's jurisdiction for direction and guidance. The City Council of Bangor, at their discretion, will determine what boards or committees fall under the Parks and Recreation Advisory Board's direction.
- 2. In such instances where a board or committee falls under the Parks and Recreation Advisory Board, there will be a representative member that attends the Parks and Recreation Advisory Board's meetings to report out on the activities of that group and to make recommendations and or requests but they do not have voting rights on items relative to the board they represent; however, in all other regards they are considered voting members of the Board.

ARTICLE VI Amendments

These bylaws may be altered, amended or repealed by a vote of at least 2/3 of the entire Board as constituted.

All said alterations, amendments or repeals of these bylaws shall be subject to the approval of the City Council of the City of Bangor.

Amended: Regular City Council Meeting 06/03/24 by Resolution 2024-05



To: Mayor Farmer, Pro Tem Martinez-Serratos, Councilmember Rivers, McCrumb,

Garcia, Muenzer and Uplinger

CC: Justin Weber, City Manager

From: Shelly Umbanhowar, Clerk

CC: Stephenie Cagle, Treasurer

Subject: City Attorney Opinion Cemetery Committee Expenditures

Date: 05/30/24

Summary:

Motion made at 5/20/24 Regular City Council meeting to allow City Attorney Scott Graham to draft an opinion on the City of Bangor Cemetery Committee Expenditures process.

At the time the council packets was created, I do not have any documents or additional information to add to this agenda item.

Council Action:

FYI, this is a place to write notes if necessary.



To: Mayor Farmer, Pro Tem Martinez-Serratos, Councilmember Rivers, McCrumb,

Garcia, Muenzer and Uplinger

CC: Justin Weber, City Manager

From: Shelly Umbanhowar, Clerk

CC: Stephenie Cagle, Treasurer

Subject: Abonmarche Estimate for Bryce Saylor Lawsuit

Date: 05/30/24

Summary:

Please note that Invoice 167 is on both lists because it was not completed satisfactory and also utilized DPW resources.

Council Action:

Please review.



CITY OF BANGOR

257 West Monroe Street / Bangor, Michigan 49013 Telephone: 269.427.5831 / Email: clerk@bangormi.org

Website: www.cityofbangormi.org

City Manager Justin Weber

Treasurer Stephenie Cagle Clerk S

Clerk Shelly Umbanhowar

To: City Council

From: City Manager Weber

Date: 5/20/2024

Subject: Saylor Lawsuit Amounts

City Council,

On 5/17/2024, Tony McGhee from Abonmarche, City Attorney Scott Graham, and City Manager Justin Weber participated in a teleconference meeting. During the teleconference it was discussed and later determined which Saylor projects were going to be considered losses for the City of Bangor and which project amounts should attempt to be recouped.

It was determined that projects the City of Bangor simply overpaid for would not be projects attempted to be recouped during a civil suit. Only projects that were identified as not completed and projects that were not completed to satisfactory standards would attempt to be recouped.

That lists includes:

Invoice	Date	Dollar Amount
No Invoice	8/29/2022	60,000
112	9/15/2022	25,000
114	9/19/2022	8,332
119	10/1/2022	20,000
120	10/17/2022	20,884.30
121	10/19/2022	47,266.30
123	10/24/2022	13,000
126	11/9/2022	60,000
130	12/6/2022	8,250.65
No Invoice	4/19/2023	32,242.43
162	5/25/2023	39,791
167	6/21/2023	30,000
Total	405.766.68	

It should also be known that many projects that were completed used city employees and city equipment to complete the projects. Those projects are not included above. The projects that used city employees and/or city equipment included:

Invoice	Date	Dollar Amount
No Invoice	8/2/2022	40,000
127	11/28/2022	60,000
134	12/20/2022	60,000

149	3/7/2023	75,000
153	4/6/2023	50,000
156	5/3/2023	18,500
167	6/21/2023	30,000

Total 333,500

Respectfully,

Justin Weber

City Manager City of Bangor



To: Mayor Farmer, Pro Tem Martinez-Serratos, Councilmember Rivers, McCrumb,

Garcia, Muenzer and Uplinger

CC: Justin Weber, City Manager

From: Shelly Umbanhowar, Clerk

CC: Stephenie Cagle, Treasurer

Subject: City Attorney RFP

Date: 05/30/24

Summary:

This item was tabled at the 05/20/24 Regular City Council Meeting.

Council Action:

FYI, this is a place to write notes if necessary.



To: Mayor Farmer, Pro Tem Martinez-Serratos, Councilmember Rivers, McCrumb,

Garcia, Muenzer and Uplinger

CC: Justin Weber, City Manager

From: Shelly Umbanhowar, Clerk

CC: Stephenie Cagle, Treasurer

Subject: Parks and Recreation Advisory Board and 5 Year Parks and Recreation Plan

Date: 05/30/24

Summary:

This item was tabled at the 05/20/24 Regular City Council Meeting.

Following is a quote and a scope of work for Abonmarche to complete a 5 Year Parks and Recreation Plan.

City Manager suggest City Council motion to allow a Parks and Recreation Advisory Board be appointed now that the new resolution for Seven (7) members instead of Nine (9) has been passed.

City Manager suggests that Abonmarche quote and scope of work be turned over to the newly appointed Parks and Recreation Advisory Board for review after they have been able to review the previous parks plan.

Council Action:

Motion to allow City Manager and City Hall to advertise that City of Bangor is taking applications for interviews/appointments for the Parks and Recreation Advisory Board.

Motion to allow once they are in place the newly appointed Parks and Recreation Advisory Board review the current quote/scope of work from Abonmarche and previously created Parks and Recreation 5-Year plan.





May 14, 2024

Justin Weber, Manager City of Bangor 257 W Monroe Street Bangor, MI 49013

Subject: 5-Year Parks and Recreation Plan

Dear Mr. Weber:

A Parks and Recreation Plan is a vital community and financial planning tool. The Recreation Plan provides guidance for development and improvement of the City's parks, recreational facilities, and greenspace. These are valuable amenities to residents and visitors. An active plan also qualifies the City for Michigan Department of Natural Resources (MDNR) Recreation grants. The Parks and Recreation Plan on file with the DNR expired 12/31/2022. In order to be eligible for Michigan Department of Natural Resources Recreation grants, an updated plan should be submitted to the DNR no later than Feb. 1, 2025. Abonmarche is pleased to present this proposal to assist the City of Bangor in updating their plan.

Our scope of services will focus on DNR required plan content. We will assist with updating the expired plan content to confirm it is still accurate and make modifications as necessary. Our scope of services will consist of the following:

Scope of Service

- Community Description Description of the physical and demographic characteristics of the community.
- Administrative Structure Provide a description of the City's administrative structure regarding parks and recreation.
- Recreation and Resource Inventory- Conduct site visits to City-managed parks, facilities, and natural resources and describe current conditions and accessibility. Maps of parks will be created for plan inclusion.
- Gather Public Input- Host an online survey to gather comments from residents on parks facilities. Provide a summary of the planning process as part of required plan content.
- Establish Goals, Actions and Priorities Work with City staff to update goals and actions for the Plan.

- Public Hearing Attend public hearing after 30 day public review of the draft Plan.
- Finalize and Submit Plan Ensure final plan meets all guidelines as required by Michigan DNR and submit Certification documents.

Schedule

We propose the following project schedule to meet DNR deadline requirements:

Kickoff meeting

Conduct inventory and perform online survey

City Council meeting to review draft plan, goals and actions

Draft plan available for one month public review period

Public Hearing and City Council Adoption of Plan

Deadline to submit recreation plan to DNR

June 2024

July/August 2024

October 7, 2024

November 1- 30, 2024

December 2, 2024

February 1, 2025

Fees

We propose to complete the above scope of services for a fee of \$12,000.

Three meetings are included in the scope. Any additional necessary meetings will be considered as additional services and will incur a charge of \$300 per meeting.

We look forward to working with the City on their recreation plan. Your signature on the attached professional services agreement will serve as authorization to proceed with this project. If you have any questions, please do not hesitate to contact Joelle Regovich at (269) 926-4579 or jregovich@abonmarche.com.

Sincerely, ABONMARCHE

Timothy R. Drews, PE, PTOE, RSP

) in thy R. Drews

Vice President

Joelle Regovich
Grant Administrator





Professional Services Agreement

	Abonmarche Project Number:			
AGREEMENT between (Client name),			(Date)	
(Client address)		(Phone	e)	
(Cell) (Fax)	(Email)		hereinafter referred	
to as the Client, and Abonmarche Consultants, Ir	c., referred to as Abonmarche, located at:			
The Client contracts with Abonmarche to perform	n professional services regarding the Client's project ge	nerally referred to as:		
(Project Name)	(Location)		
The professional services to be provided by Abon	marche, collectively referred to as the Work Plan, are a	s follows:		
(Scope of work)				
(Project schedule)				
(Special Provisions)				
Abonmarche's proposal/work plan, dated described therein. Abonmarche's Terms and Col	is incorporated into this A nditions for Professional Services are incorporated by cli			
The Client agrees to promptly pay for services pro	vided by Abonmarche for the Scope of Work according	g to the following:		
(Fee/Type)			_	
	I specify any and all documentation that the Client rec quest from the Client, Abonmarche will send its standar		vith the invoice for services	
	he Client has any questions, objections, or if there are a ts receipt. If no written objection is made within the ter			
	Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.			
as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.				
Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings. These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.				
Authorized Client Representative	If Individual	Authorized Abon	marche Representative	
Client:	Signature:	Signature:		
Signature:	Printed Name:	Printed Name:		
Printed Name:	Date of Birth:	Title:		
Date Signed:	Driver's License #:	Originating Ab Office:	onmarche Consultants, Inc.	
Federal Tax ID:	Employed by:			
	Address:			
	City/State	Date Signed:		
	Date Signed:			

Revised 1-3-2020 Page 1 of 4

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

- Agreement. These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
- Execution. Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
- 3. Client Responsibilities. The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
- 4. Performance. The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
- 6. Hourly Billing Rates. If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
- 7. Reimbursable Expenses. Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
- 8. Additional Services. Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by

- Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing.
- 9. Underground Structures or Buried Utilities. The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
- 10. Hazardous or Contaminated Materials/Conditions. Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
- 11. Underground Conditions. Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for the accuracy or correctness of the data contained in the geotechnical reports.
- 12. Site Access and Security. With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary

Revised 1-16-2020 Page 2 of 4

- permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.
- 13. Consultants. Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
- 14. Opinions of Cost. Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
- 15. Ownership of Instruments of Service. Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
- 16. Electronic Media. Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
- 17. Bonds and Permits. The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
- 18. Insurance. The Client will cause Abonmarche and Abonmarche's employees to be listed as additional insured on the general liability policies carried by the Client that are applicable to the Project. Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees to be listed as additional insured with on a primary and noncontributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.

- 19. Third Party Invoicing. If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
- 20. Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
- 21. Suspension of Services. In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.
- 22. Contractor's Work. Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
- 23. ADA and Code Compliance. The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.
- 24. Notice of Lien Rights. Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client

Revised 1-16-2020 Page 3 of 4

- does not pay for those services except when the Client is a governmental agency and lien rights do not apply.
- 25. Legal Expenses. If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.
- 26. Liability Limitation. In recognition of the relative risks and benefits of the Project to both the Client and Abonmarche, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants, for any and all claims, losses, costs, or damages of any nature whatsoever, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims and expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by Abonmarche under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall Abonmarche's liability exceed the amount of available insurance proceeds. acknowledges that Abonmarche is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Abonmarche, in execution or performance of this Agreement, shall be made against Abonmarche and not against such director, officer, or employee.
- 27. Contractor and Subcontractor Claims The Client further agrees, to the fullest extent permitted by law, to limit the liability of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including aftorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Abonmarche and Abonmarche's subconsultants to all those named shall not exceed \$50,000, or Abonmarche's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.
- 28. Consequential Damages. The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
- 29. Governing Law. This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.
- 30. Exclusive Choice of Forum. Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way

- arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 31. Considerations. The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
- 32. Acts of God. Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
- 33. Termination. Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Abonmarche
- 34. Severability. In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.
- 35. Dispute Resolution. Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.
- 36. Entire Agreement. This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement

Revised 1-16-2020 Page 4 of 4



To: Mayor Farmer, Pro Tem Martinez-Serratos, Councilmember Rivers, McCrumb,

Garcia, Muenzer and Uplinger

CC: Justin Weber, City Manager

From: Shelly Umbanhowar, Clerk

CC: Stephenie Cagle, Treasurer

Subject: Community Wide Yard Sale 2024

Date: 05/30/24

Summary:

Community Wide Yard Sale for 2024.

Council Action:

Discuss and choose a weekend for the City of Bangor Community Wide Yard Sale for 2024.

The residents of Bangor will have an opportunity to have a yard sale without obtaining a permit.



To: Mayor Farmer, Pro Tem Martinez-Serratos, Councilmember Rivers, McCrumb,

Garcia, Muenzer and Uplinger

CC: Justin Weber, City Manager

From: Shelly Umbanhowar, Clerk

CC: Stephenie Cagle, Treasurer

Subject: City of Bangor Schedule of Rates and Fees

Date: 05/30/24

Summary:

Please review. This item was originally introduced at the 04/23/24 Budget Workshop.

• Use this version and discard previously presented versions.

Council Action:

City Manager Weber is requesting that the City Council will make motion to accept this proposed Fee Schedule of Rates and Fees.

NOTES:

It is anticipated that this list will be updated regularly. The next anticipated change will be once MWRA completes the water & sewer rate study.

Per Ordinance #252, "The schedule of rates and fees may be amended individually or collectively by simple Council action brought by motion, supported and approved by majority vote of the City Council at any regularly scheduled meeting of the Council."

Updated & Approved XX/XX/2024; Adopted 8/21/2000, Ord.# 252

WATER/SEWER/DPW

FUNCTION and/or SERVICE	FEE DESCRIPTION	ADOPTED RATE/FEE
Water Connection to Property	5/8" meter	
	1" meter	Time and Material Actual cost
	2" meter	*We provide estimate
	3" above meters	,
Water Inspection Fee	Inspection	\$35.00
Water Consumption - City	Per 100 Cu. Ft.	\$4.82
Water Consumption - Township	Per 100 Cu. Ft.	1.5 times City rate
Water Ready to Serve Fee	5/8" meter	\$17.00
Capital Improvement Fee	1" meter	\$28.00
	1 ½" meter	\$93.00
	2" meter	\$123.00
	3" meter	\$185.00
	4" and above meter	\$275.00
Apartment Connections		75% of above times Number of Units
		X 5/8" meter fee
Water Deposits	New Accounts	\$150.00
Curb Cut		\$25.00
Meter Checks		\$15.00
Meter House Checks		\$50.00
Meter Shut-Offs	Maintenance	\$7.50
and	Delinquent Accounts	\$50.00
Turn-Ons	After Hours	\$75.00
Sanitary Sewer Consumption - City	Per 100 Cu. Ft.	\$4.80
Sanitary Sewer Consumption - Twp.	Per 100 Cu. Ft.	2 times City rate
Sanitary Sewer Connection to Property	Residential	Min. \$250 or actual time
	Non-Residential	& material - our estimate
Sanitary Sewer Inspection Fee	Inspection	\$35.00
Property Maintenance Fines/Fees	Grass Mowing	Min.\$75 or actual time & material -
		our estimate + 15% admin fee
	Snow Removal (Business)	Min.\$75 or actual time & material -
		our estimate
	Clean-up of Debris	Min.\$75 or actual time & material -
		our estimate
	1st Offense	\$50 + Removal \$
	2nd Offense	\$75 + Removal \$
	3rd Offense	\$100 + Removal \$
Trash Recycling	Residential	Current Cost – \$3.15
Trash Extra Bin	Extra Bin	Current Cost – \$5.00
Trash Regular	Residential	Current Cost – \$14.72

BUILDING/CODE ENFORCEMENT

Building and Zoning Fees	Certificate of Occupancy	\$35.00
	Inspect Condemned Property	
	Failure to Obtain Occupancy Permit	
	Variance Requests	
	Special Use Permit	\$125.00

Updated & Approved XX/XX/2024; Adopted 8/21/2000, Ord.# 252

	Site Plan Review (over 4,000 sqft) Failure to Obtain Site Plan Approval	\$275.00 \$50.00
Vacation, Closure or Dedication of Public Rights-of-Way	Application and processing fee	\$250.00
	Building Permits	10/02/23 Building Fee Schedule
	Zoning Change Request	\$100.00
	Zoning Change & Land Use Plan	\$100.00
	Special Use Permit Requests	\$75.00
	Demolition Permit	\$50.00
	Fence Permit	\$20.00
	Sidewalk Replacement	100% Cement 0% Labor
	Electrical Permits/Inspections	Per Permit
	Plumbing Permits/Inspections	State
Working Without A Permit	Building, Electrical and Mechanical	Muni. Citation
	1st Offense	\$35.00
	2nd Offense	\$65.00
	3rd Offense	\$100.00
Yard Sales	Yard Sale Permit*	\$5.00 each
		*No more than 8 days per year (individual
		or consecutive) days
		permits/year + Citywide sale Ord #2023-2
	Failure to get Permit	\$10
Seasonal Licensed Food Truck	May - Oct / Annual Fee	\$150.00
Miscellaneous Traffic Citations	Handicap Parking Violation	\$50-Lot / \$125-Streett
	Failure to Display Permit	\$5.00
City Code of Ordinance Chapter 71	Parking in Clearview	
Section 71.39 for additional fines	Parking Over Sidewalk	1st Offense \$35
not affected by this adoption.	Parking Wrong Side of Street	
	Other Violations of 71.39	2nd Offense \$65
	Parking on Front Lawn	
	Parking in a Non-space	3rd Offense \$100
	Semi-Tractor on Local Street/Alley	
	Impeding the Flow of Traffic	
	Riding of Bikes	1st-\$20
	and Skateboards	2nd-Confiscate/Par. Call
	in the downtown district	3rd-Confiscate/Keep

PARKS

Use of Parks and Fields	Don Mora Field	\$65 Resident, \$75 Non-Resident (Daily)	
	Don Mora Concession		
	Don Mora Field - League Play	\$150 Per Team (Daily)	
	Don Mora Field Tournament Play	\$20 Per Team (Daily)	
	Lions Park Pavilion	\$65 Resident, \$75 Non-Resident (Daily)	
	Kiwanis Park Pavilion	\$65 Resident, \$75 Non-Resident (Daily)	
	Tourist Park - Dump Station	\$5.00	
	Tourist Park - Overnight	\$25.00	
Some uses of Don Mora Field and the Parks may also require insurance coverage, a certificate of coverage			
naming the City as an also insured party. The City may waive fees for local charitable service organizations.			

Updated & Approved XX/XX/2024; Adopted 8/21/2000, Ord.# 252

POLICE DEPARTMENT

FOIA Requests	Copy Charges	\$.50 Page plus (State Regulated)
FOIA Copy Charges	Personnel Charge	Actual Time (State Regulated)
Copy of Police Reports	Copy Charges	\$6.00 each
Police Depart. Purchase Permit	Purchase Permit	\$5.00
Background Inspection	Background Investigations & Reports	\$35

CEMETERY

Cemetery Charges and Fees	Foundations	\$.50 per square inch
Grave Openings	Adult Residents Mon-Fri before 3:00pm	\$600.00
RESIDENTS	Adult Residents Mon-Fri after 3:00pm	\$800.00
	Adult Resident Saturday	\$1,200.00
	Cremation Resident Mon-Fri before 3:00pm	\$150.00
	Cremation Resdient Mon-Fri after 3:00pm	\$400.00
	Cremation Resident Saturday	\$600.00
	Baby Resident Mon-Fri before 3:00pm	\$250.00
	Baby Resident Mon-Fri after 3:00pm	\$500.00
	Baby Resident Saturday	\$600.00
Grave Openings	Adult Non-Residents Mon-Fri before 3:00pm	\$900.00
NON-RESIDENTS	Adult Non-Residents Mon-Fri after 3:00pm	\$1,000.00
	Adult Non-Residents Saturday	\$1,500.00
	Cremation Non-Resident Mon-Fri before	\$300.00
	3:00pm	
	Cremation Non-Resident Mon-Fri after	\$550.00
	3:00pm	
	Cremation Non-Resident Saturday	\$1,000.00
	Baby Non-Resident Mon-Fri before 3:00pm	\$400.00
	Baby Non-Resident Mon-Fri after 3:00pm	\$650.00
	Baby Non-Resident Saturday	\$750.00
Grave Openings	Vets - GAR Section	\$125.00
Grave Openings - Veterans	Vets - Active Service Death	Free
Grave Openings - Pottersfield	Pottersfield - Resident	\$40.00
	Pottersfield Non-Resident	\$80.00
	Pottersfield Saturdays	\$300 Plus Above
Grave Spaces - Resident	Per Plot	\$300.00
	Vets GAR Section	Free
	Pottersfield	\$20.00
Grave Spaces - Non Resident	Per Plot	\$800.00
Perpetual Care - Residents	Each Space	\$30.00
	Vets GAR Section	Free
Perpetual Care - Non-Residents	1 to 6 Spaces	Double Resident Fee
Transfer Fee	Per Plot	\$50

Updated & Approved XX/XX/2024; Adopted 8/21/2000, Ord.# 252

ORDINANCE VIOLATIONS

Noise - Loud/Obnoxious Music		1st Offense - \$45
		2nd Offense - \$90
Noise - General Offenses	Violations of Ord. # 94 - Noise	1st Offense - \$50
		2nd Offense - \$75
Animals - General Offenses	Violations of Ord. # 90 - Animals	3rd Offense - \$100
		4th Offense - Court
Peddlers - General Offenses	1-10 days/\$5 per day	1st Offense - \$50
	10+ days \$500 total	2nd Offense - \$75
		3rd Offense - \$100
		4th Offense - Court
Tall Grass & Weeds - General Offenses	Violations of Ord. #2023-1	1st Offense - \$250
		2nd Offense - \$500
Blight - General Offenses	Violations of Ord. #2023-2	1st Offense - Up to \$500
		2nd Offense - Daily Fee

CITY HALL ADMINISTRATIVE

Notary	Resident	Free		
	Non-Resident	\$10.00 per signature		
FOIA	Personnel Charge	Actual Time (State Regulated)		
Copies	Black & White	\$0.25 per sheet		
	Color	\$0.50 per sheet		
Late Charges / Delinquencies	Late Charges	Double original fee (Except Sewer/Water) Addition of fees as lien against property.		
Processing Fee	Placement of delinquencies & Non-Payment on Taxes	\$25.00		



To: Mayor Farmer, Pro Tem Martinez-Serratos, Councilmember Rivers, McCrumb,

Garcia, Muenzer and Uplinger

CC: Justin Weber, City Manager

From: Shelly Umbanhowar, Clerk

CC: Stephenie Cagle, Treasurer

Subject: Budget Hearing and Truth In Taxation Date

Date: 05/30/24

Summary:

Special Meeting is required for the Budget Hearing and Truth in Taxation.

City Manager recommends Tuesday 6/25 or Wednesday 6/26 at 5:30 PM

Council Action:

Discuss and motion to choose a date.

City of Bangor's 2023-2024 Budget Amendments

CITY OF BANGOR BUDGET FOR ALL FUNDS FOR FISCAL YEAR 2023-2024

GENERAL FUND - City Operations

ACT.#	<u>REVENUES</u>	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101	GENERAL FUND	Shifts		2023-2024	Budget after \$ Shifts	3/31/2024	Used
402000	Property Taxes - Real			350,000	350,000	344,901.27	98.54%
403000	Property Taxes Personal			100,000	100,000	100,872.43	100.87%
404000	Bangor Park Tax			10	10	(8.75)	-87.50%
403276	Bangor Cemetery Tax			15,000	15,000	14,095.22	93.97%
408000	Property Tax Police			100,000	100,000	153,172.78	153.17%
427000	Water Payment in Lieu of Taxes						0.00%
439000	MRE Revenue-State Share Marijauna Sales			100,000	100,000	119,120.02	119.12%
446000	Interest/Late Fees - Delinq.			6,000	6,000	5,706.56	95.11%
453000	Special Assessments- Cleanup/Mowing			1,000	1,000		0.00%
476000	Bldg. Permits & Certif. Of Occup.			25,000	25,000	26,179.13	104.72%
480000	Fence Permits			100	100	50.00	50.00%
485000	Marijauna Licensing Permits			15,000	15,000	3,000.00	20.00%
543000	State Grants - PA 302 (BPD)			1,000	1,000	1,139.76	113.98%
543010	State Liquor Control (BPD)			2,000	2,000	1,606.55	80.33%
543020	Drug Forfeitures (BPD)						0.00%
543301	State Grants/Police			(-)	(* 1)	311.00	100.00%
550000	Ordinance Violations & Occupancy			10,000	10,000	7,894.87	78.95%

573000	Community Stabilization			20,000	20,000	7,966.12	39.83%
574000	State Shared Revenue			220,000	220,000	150,297.00	68.32%
574002	CVTRS Revenue			100,000	100,000	95,604.00	95.60%
618000	CFS - Tax Admin Fee			20,000	20,000	23,402.83	117.01%
624000	CFS - Weekly Trash Service			140,000	140,000	88,540.80	63.24%
633000	CFS - Cemetery Foundations			2,000	2,000	2,153.85	107.69%
633000	CFS - Grave			2,000	2,000	2,100.00	101.0070
634000	Openings.Cremains			6,000	6,000	7,800.00	130.00%
635000	CFS - Cemetery Space Sales			3,000	3,000	3,800.00	126.67%
636000	Perpetual Care						0.00%
637000	Cemetery Donations/Historical Soc			10,000	10,000	10,000.00	100.00%
642000	Charges for Services			500	500	148.25	29.65%
642301	Charges for Services-BPD School RO			60,000	60,000	17,106.00	28.51%
660000	Fines & PD Reports/Tickets			5,000	5,000	5,739.11	114.78%
664000	Payment in Leui of Taxes			· ·		3-1	0.00%
665000	Interest Income			7,000	7,000	5,658.23	80.83%
668000	Franchise Fees, Rents & Royalties			18,000	18,000	11,407.16	63.37%
675000	Donations/Parks & Rec			100	100	(25.00)	-25.00%
675001	Donations/Police			500	500	120.00	24.00%
675002	Donations			2,000	2,000	225.20	11.26%
692000	FOIA Fee			500	500	305.50	61.10%
694000	Misc. Income			35,000	35,000	45,688.58	130.54%
694001	Credit Card Admin Fee			2,000	2,000	2,590.39	129.52%
	TOTALS	•	-	1,376,710	1,376,710	1,256,568.86	91.27%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-101	CITY COUNCIL	Shif	fts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary			25,000	25,000	14,966.72	59.87%
715000	Fica and Medicare			2,000	2,000	1,144.94	57.25%
725000	Work Comp		500		500	214.60	100.00%
727000	Office Supplies						0.00%
808000	Audit			2,000	2,000	1,785.00	89.25%
818000	Contractual Services			<u></u>		-	0.00%

826000	Legal Fees			50,000	50,000	95,827.50	191.66%
850000	Communications			4	•		0.00%
864000	Membership and Dues				- 1	C-07\	0.00%
880000	Community Promotion			5,000	5,000	4,526.96	90.54%
880100	Apple Festival						0.00%
900000	Printing and Publishing			500	500	151.49	30.30%
910000	Insurance and Bonds		2,000	14,000	16,000	15,990.60	114.22%
956010	Education and Training		2,000	-	2,000	1,800.00	100.00%
985000	Cash - Short and Over		100		100	30.08	100.00%
	Totals	-	4,600	98,500	103,100	136,437.89	138.52%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-172	CITY MANAGER	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
70300	Salary			35,000	35,000	24,912.88	71.18%
71500	Fica and Medicare	(1,500)		3,000	1,500	756.74	25.22%
71600	Health Insurance			1,000	1,000	(50.08)	-5.01%
72300	Retirement					-	0.00%
72400	Unemployment			100	100		0.00%
72500	Work Comp	0		100	100	71.53	71.53%
72700	Office Supplies			0+01			0.00%
85000	Communications						0.00%
86000	Transportation			ė.	7 - 7	2.7	0.00%
91000	Insurance and Bonds	-		7	-	4	0.00%
95601	Education & Training	(2,000)		2,000	-	•	0.00%
97700	New Equipment					, <u>-</u> ,	0.00%
	Totals	(3,500)		41,200	37,700	25,691	62.36%
ACT. #	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-215	CITY CLERK	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary	-	15,500	25,000	40,500	27,172.92	108.69%
706001	Hourly Wages				4.1		0.00%
715000	Fica and Medicare			3,000	3,000	2,034.94	67.83%
716000	Health Insurance			10,000	10,000	9,116.11	91.16%
724000	Unemployment			500	500	0.87	17.00%
725000	Work Comp			500	500	71.53	14.31%
727000	Office Supplies			-		1-11	0.00%

818000	Contractual Services			Carrie Carrie	-		0.00%
820000	Elections	(5,000)		20,000	15,000	5,414.76	27.07%
856400	Membership and Dues				-1	75.00	100.00%
900000	Printing and Publishing				-	1 -1	0.00%
910000	Insurance and Bonds					4	0.00%
956010	Education and Training			2,500	2,500	1,617.17	64.69%
977000	New Equipment			5-77			0.00%
	Totals	(5,000)	15,500	61,500	72,000	45,503.30	73.99%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-253	CITY TREASURER	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
70300	Salary			30,000	30,000	21,983.14	73.28%
71500	Fica and Medicare			2,500	2,500	1,698.09	67.92%
71600	Health Insurance			16,000	16,000	11,028.19	68.93%
72400	Unemployment			500	500	12	0.00%
72500	Work Comp			500	500	71.53	14.31%
72700	Office Supplies			-			0.00%
80800	Audit				**************************************		0.00%
81800	Contractual Services		2,000	5,000	7,000	5,677.50	113.55%
81802	Assessor/Board. of Review	(7,000)		25,000	18,000	13,691.65	54.77%
86400	Membership and Dues			-	-	-	0.00%
90000	Printing and Publishing			•			0.00%
91000	Insurance and Bonds			_	3-1		0.00%
95601	Education and Training			500	500	50.00	10.00%
97700	New Equipment	77 - 77		-	V	7	0.00%
	Totals	(7,000)	2,000	80,000	75,000	54,200.10	67.75%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-265	CITY HALL	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary			25,000	25,000	6,700.00	26.80%
706000	Hourly Wages			15,000	15,000	15,046.51	100.31%
715000	Fica and Medicare			5,000	5,000	(144.11)	-2.88%
716000	Health Insurance)	0.00%
716100	Health Insurance-Retiree	/	16,000	20,000	36,000	28,135.35	140.68%
724000	Unemployment			1,000	1,000	320.96	32.10%
725000	Work Comp			÷	1	4	0.00%

~~~	Office Complies			5,000	5,000	3,542.56	70.85%
727000	Office Supplies						
740000	Operating Supplies	4.000		2,000	2,000	1,768.58	88.43%
775000	Repairs and Maintenance	(15,000)		20,000	5,000	2,265.21	11.33%
808000	Audit			30,000	30,000	15,366.67	51.22%
818000	Contractual Services		5-0-1	20,000	20,000	15,667.66	78.34%
850000	Communications		3,000	20,000	23,000	20,288.18	101.44%
864000	Membership and Dues			2,000	2,000	1,195.28	59.76%
900000	Printing and Publishing			3,000	3,000	850.18	28.34%
910000	Insurance & Bonds			5,000	5,000	4,821.60	96.43%
920000	Utilities			8,000	8,000	4,501.21	56.27%
943000	Equipment Rental			-		1 2	0.00%
956000	Miscellaneous	T		4,000	4,000	12,622.76	315.57%
9560010	Education & Training			500	500	79.50	15.90%
977000	New Equipment		1,000	2,500	3,500	2,948.24	117.93%
	Totals	(15,000)	20,000	188,000	193,000	135,976.34	72.33%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-276	CEMETERY	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
70300	Salary			5,000	5,000	3,473.14	69.46%
70600	Hourly Wages			20,000	20,000	12,727.58	63.64%
706001	Overtime	7		1,500	1,500	370.45	24.70%
71500	Fica and Medicare			2,000	2,000	1,177.16	58.86%
71600	Health Insurance			2,500	2,500	580.35	23.21%
72300	Retirement	7					0.00%
72400	Unemployment			100	100	15.60	15.60%
72500	Work Comp		, i	500	500	429.20	85.84%
80800	Audit			~		1	0.00%
	Audit						
81800	Contractual Services-DPW Roof/Mowing/Foundations		3,000	15,000	18,000	16,747.82	111.65%
	Contractual Services-DPW		3,000	15,000 500	18,000 500	16,747.82 411.00	111.65% 82.20%
81800 91000 93200	Contractual Services-DPW Roof/Mowing/Foundations		3,000				
91000 93200	Contractual Services-DPW Roof/Mowing/Foundations Insurance & Bonds		3,000	500	500	411.00	82.20%
91000	Contractual Services-DPW Roof/Mowing/Foundations Insurance & Bonds Cemetery Maintenance		3,000	500 2,700	500 2,700	411.00 1,169.32	82.20% 43.31%

ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-301	POLICE DEPARTMENT	Shift	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary			30,000	30,000	22,442.27	74.81%
706000	Hourly Wages	(20,000)		320,000	300,000	230,427.60	72.01%
7060010	Overtime		5,000	18,000	23,000	16,829.66	93.50%
715000	Fica and Medicare			30,000	30,000	21,923.53	73.08%
716000	Health Insurance			30,000	30,000	19,240.11	64.13%
724000	Unemployment			1,000	1,000	111.83	11.18%
725000	Work Comp			12,000	12,000	858.40	7.15%
727000	Office Supplies			500	500	131.28	26.26%
740000	Operating Supplies			3,000	3,000	1,441.37	48.05%
742000	Uniforms and Cleaning			8,000	8,000	1,686.74	21.08%
743010	Liquor Control						0.00%
743020	Drug Forfeiture						0.00%
775000	Repairs and Maintenance			10,000	10,000	1,761.75	17.62%
818000	Contractual Services			10,000	10,000	2,424.10	24.24%
826000	Legal Fees			-	· · · · · · · · · · · · · · · · · · ·		0.00%
850000	Communications		2,000	5,000	7,000	5,943.32	118.87%
860000	Transportation	T		( ·			0.00%
864000	Membership and Dues			1,000	1,000	45.00	4.50%
910000	Insurance and Bonds			20,500	20,500	20,257.00	98.81%
920000	Utilities			4,000	4,000	2,133.62	53.34%
943000	Equipment Rental			- T-C		2.1	0.00%
956010	Education and Training			5,000	5,000	1,611.24	32.22%
956060	MJTF - PA 302 Grant			1,000	1,000	398.92	39.89%
960000	Drug Screen			500	500	228.00	45.60%
977000	New Equipment			10,000	10,000		0.00%
	Totals	(20,000)	7,000	519,500	506,500	349,895.74	67.35%
ACT.#	EXPENSES - GEN FUND	<u>Subtracting</u>	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-371	CODE ENFORCEMENT	Shift	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary	(13,000)		20,000	7,000	5,050.01	25.25%
706000	Hourly Wages						0.00%
715000	Fica and Medicare			1,500	1,500	386.30	25.75%
716000	Health Insurance				3	-	0.00%

724000	Unemployment			-			0.00%
725000	Work Comp			500	500	214.61	42.92%
727000	Office Supplies					17 - 17	0.00%
818000	Contractual Services/Bldg/Elec/Mech		17,400	20,000	37,400	32,035.74	160.18%
826000	Legal Fees			A. d			0.00%
900000	Printing and Publishing		500	500	1,000	809.94	161.99%
910000	Insurance and Bonds			<u>-</u>			0.00%
955000	Ordinance Violations & Occupancy	(4,000)		5,000	1,000	340.00	6.80%
956010	Education and Training			3.4	3, 1		0.00%
997000	New Equipment						0.00%
	Totals	(17,000)	17,900	47,500	48,400	38,836.60	81.76%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-441	PUBLIC SERVICES	Shift	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary		- 6	-			0.00%
706000	Hourly Wages						0.00%
715000	Fica and Medicare			<u>-</u>	(-)		0.00%
724000	Unemployment			100	100	15.60	15.60%
725000	Work Comp			-	-	7-7	0.00%
818000	Contractual Services	(1,000)		1,000	<del>-</del>	÷.	0.00%
826000	Legal Fees			-	Q.	-	0.00%
828000	Ref/Recyc & Sp/Fl CleanUp			140,000	140,000	119,580.63	85.41%
880000	Community Promotion		1,000	5,000	6,000	5,668.89	113.38%
900000	Printing and Publishing				÷ .	-	0.00%
910000	Insurance and Bonds			-	5		0.00%
920000	Utilities		3,500	4,500	8,000	5,794.07	128.76%
943000	Equipment Rental			-	-	•	0.00%
956020	Regional Airport Authority			÷ 1	1.5	- 4	0.00%
956030	Van Buren County Transport.			1-	12	•	0.00%
956040	TIFA Taxes to DDA			· ·	12	200	0.00%
967000	Project Costs			4		_	0.00%
	Totals	(1,000)	4,500	150,600	154,100	131,059.19	87.02%

ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-450	STREET LIGHTING	Shif	its	2023-2024	Budget after \$ Shifts	3/31/2024	Used
818000	Contractual Services						0.00%
920000	Utilities	(10,000)		15,000	5,000	1,673.99	11.16%
926000	Street Lighting					200	0.00%
	Totals	(10,000)	P <b>-</b>	15,000	5,000	1,673.99	11.16%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-691	PARKS	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary			5,000	5,000	3,473.13	69.46%
706000	Hourly Wages			15,000	15,000	12,728.31	84.86%
706001	Overtime		8	1,000	1,000	370.27	37.03%
715000	Fica and Medicare			2,000	2,000	1,177.37	58.87%
716000	Health Insurance	U I		2,500	2,500	580.20	23.21%
724000	Unemployment			100	100	15.60	15.60%
725000	Work Comp			500	500	214.60	42.92%
740000	Operating Supplies			-	÷1	- 75	0.00%
775000	Repairs and Maintenance		500	19,000	19,500	19,131.87	100.69%
775001	Repairs and Maintenance from Park Tax				-	-	0.00%
818000	Contractual Services		4,000	11,000	15,000	14,858.28	135.08%
910000	Insurance and Bonds			2,000	2,000	1,791.00	89.55%
920000	Utilities	(500)	17	3,000	2,500	1,591.47	53.05%
943000	Equipment Rental	, , ,				- 40	0.00%
943010	Parks Board					+	0.00%
971000	Capital Outlay	1 1		1		4	0.00%
977000	New Equipment					12/31	0.00%
	Totals	(500)	4,500	61,100	65,100	55,932.10	91.54%

ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-721	PLANNING COMMISSION	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
818000	Contractual Services	7	= 11	-			16
900000	Printing and Publishing		1				-
	Totals	•		•			
ACT. #	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-931	TRANSFERS	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
995661	Contr/Transfer to Motor Pool			50,000	50,000	1 2 2 1	
	Totals	1	•	50,000	50,000	5	-

# **GENERAL FUND SUMMARY**

ACT. #	GENERAL FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-	SUMMARY	Shift	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
	TOTAL REVENUES	1 = 1,421		1,376,710	1,376,710	1,256,568.86	91.27%
101	Expenses - City Council		4,600	98,500	103,100	136,437.89	138.52%
172	Expenses - City Manager	(3,500)	-	41,200	37,700	25,691.07	62.36%
215	Expenses - City Clerk	(5,000)	15,500	61,500	72,000	45,503.30	73.99%
253	Expenses - City Treasurer	(7,000)	2,000	80,000	75,000	54,200.10	67.75%
265	Expenses - City Hall	(15,000)	20,000	188,000	193,000	135,976.34	72.33%
276	Expenses - Cemetery		3,000	74,800	77,800	61,590.81	82.34%
301	Expenses - Police Department	(20,000)	7,000	519,500	506,500	349,895.74	67.35%
371	Expenses - Code Enforcement	(17,000)	17,900	47,500	48,400	38,836.60	81.76%
441	Expenses - Public Services	(1,000)	4,500	150,600	154,100	131,059.19	87.02%
450	Expenses - Street Lights	(10,000)	-	15,000	5,000	1,673.99	11.16%
691	Expenses - Parks	(500)	4,500	61,100	65,100	55,932.10	91.54%
721	Expenses - Planning Commission	4			H		0.00%
931	Transfer to Motor Pool	15 3090	1 1 <del>1</del> 1 1	50,000	50,000	100 mg - 100 mg - 100 mg	0.00%
	TOTAL EXPENSES	(79,000)	79,000	1,387,700	1,387,700	1,036,797.13	74.71%
	Revenues Less Expenses	100		1,376,710	1,376,710	1,256,568.86	
		(79,000)	79,000	1,387,700	1,387,700	1,036,797.13	

219,771.73 79,000 (79,000) (10,990)(10,990)

# SPECIAL REVENUE and ENTERPRISE FUNDS

### **MAJOR STREETS FUND**

ACT. #	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
202-000	REVENUES	Shir	fts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
	State of Michigan Revenue - Act						
546000	51	P		220,000	220,000	246,759.80	112.16%
694000	Miscellaneous					110.00	100.00%
696001	Proceeds from Note			9			0.00%
808000	Audit			¥			0.00%
69950	Transfer From Fund Balance						0.00%
	Totals			220,000	220,000	246,869.80	112.21%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
202-172	EXPENSES - City Manager	Shi	fts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary	(1,000)		20,000	19,000	17,352.83	86.76%
715000	Fica & Medicare			500	500	179.75	35.95%
716000	Health Insurance			9			0.00%
	Totals	(1,000)		20,500	19,500	17,532.58	85.52%
ACT. #	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
202-451	EXPENSES - Construction	Shi	fts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
818000	Contractual Services						0.00%
	Totals	-			I Name of the state of the sta		0.00%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
	EXPENSES-Routine						
202-463	Maintenance	Shi	fts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary	(3,000)		15,000	12,000	9,946.24	66.31%
706000	Hourly Wages	```		30,000	30,000	22,821.03	76.07%
706001	Overtime			1,000	1,000	701.24	70.12%
715000	Fica and Medicare			3,000	3,000	2,143.03	71.43%
716000	Health Insurance		1,000	1,000	2,000	1,018.81	101.88%
724000	Unemployment		200		200		0.00%
725000	Work Comp	(500)		1,000	500	321.90	32.19%
782000	Supplies			2,000	2,000	1,900.30	95.02%
808000	Audit	- 1		7,500	7,500	7,271.71	96.96%
818000	Contractual Services	(1,000)		25,000	24,000	23,667.75	94.64%
933000	Tree Removal	, , , , ,		12,500	12,500	11,625.00	96.00%
943000	Equipment Rental - Transfer to Motor Pool			38,000	38,000		0.00%

956001	Education & Training						0.00%
977000	New Equipment						0.00%
	State Infras Bank Loan Pmt -						
994001	Prin			30,000	30,000	-	0.00%
995002	State Infras Bank Loan Pmt - Int			10,000	10,000		0.00%
	Totals	(4,500)	1,200	176,000	172,700	81,417.01	44.00%
ACT. #	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
202-473	EXPENSES-Rout.Maint Bridges	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
706000	Hourly Wages						0.00%
715000	Fica and Medicare				· · · · · · · · · · · · · · · · · · ·		0.00%
782000	Supplies						0.00%
818000	Contractual Services - Sidewalk/DPW Drains/ RR Crossing		9,350	6,900	16,250	40,519.75	587.24%
994000	State Infra Loan Bank Pmt - Prin				15.	-	0.00%
995000	State Infra Loan Bank Pmt - Int			<u> </u>			0.00%
	Totals	•	9,350	6,900	16,250	40,519.75	587.24%
ACT. #	MAJOR STREET FUND	Subtracting	<u>Adding</u>	Current Budget	Amended Budget	YTD Balance	% BDGT
202-474	EXPENSES - Traffic Services	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
706000	Hourly Wages	(1,000)		7,000	6,000	5,425.00	77.50%
715000	Fica and Medicare	(100)		600	500	415.02	69.17%
724000	Unemployment	(100)		200	100	45.37	22.69%
725000	Work Comp	(200)		200		34	0.00%
782000	Supplies	(500)		500	( Cearly)		0.00%
818000	Contractual Services				· ·		0.00%
943000	Equipment Rental						0.00%
	Totals	(1,900)	•	8,500	6,600	5,885.39	69.24%
ACT.#	MAJOR STREET FUND  EXPENSES - Winter Maint.	Subtracting	<u>Adding</u>	Current Budget	Amended Budget	YTD Balance	% BDGT
202-478	Fund	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
706000	Hourly Wages	5.111		-	g + 011110		0.00%
715000	Fica and Medicare						0.00%
782000	Supplies	(3,400)	-	6,000	2,600	2,591.40	43.19%
		(0, 100)			250	225.00	100.00%
818000	Contractual Services		250		250	225.00 1	100.00%

	Totals	(3,400)	250	6,000	2,850	2,816.40	46.94%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
148.15%	EXPENSES-		/ - Table 1				
202-483	Admin/Engineering	Shif	fts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary				-		0.00%
714000	Fringe benefits			4.7		-	0.00%
715000	Fica and Medicare		4	E Company	4.2		0.00%
727000	Office Supplies			-		12	0.00%
818000	Contractual Services			2,000	2,000	1,678.65	83.93%
910000	Insurance and Bonds			2,000		-	0.00%
910000	Totals		7.57	2,000	2,000	1,678.65	83.93%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
AC1.#		Subtracting	Adding -	Current Dudget	Amenaea Baaget	110 Balance	70 0001
202-488	EXPENSES - M-43 Surface Maint.	Shir	fts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
706000	Hourly Wages						0.00%
715000	Fica and Medicare						0.00%
943000	Equipment Rental			4	10-1		0.00%
343000	Totals	_				10	0.00%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
AC1.#	EXPENSES - M-43 Sweep &	<u>oubtracting</u>	Adding	Curront Budget	/ mieriaea z aaget		
202-489	Flush	Shir	fte	2023-2024	Budget after \$ Shifts	3/31/2024	Used
706000	Hourly Wages	OIII		-	-	-	0.00%
	Fica and Medicare						0.00%
715000	Equipment Rental						0.00%
943000	Totals		-				0.00%
407 "	MAJOR STREET FUND	Cubtracting		Current Budget	Amended Budget	YTD Balance	% BDGT
ACT.#		Subtracting	Adding	Current Budget	Amended Budget	11D Dalance	76 DDG1
	EXPENSES-M-43	No. 1		2010/2010/19		Line diament	
202-491	Drains/Ditches	Shir	fts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
706000	Hourly Wages			•			0.00%
715000	Fica and Medicare			3-1			0.00%
943000	Equipment Rental				· · · · · · · · · · · · · · · · · · ·		0.00%
	Totals		•				0.00%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
	EXPENSES - M-43 Winter						
202-497	Maint.	Shir	fts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
706000	Hourly Wages				-		0.00%
715000	Fica and Medicare			167.		4 11	0.00%
943000	Equipment Rental			L		14.1	0.00%
540000	Totals	-					0.00%

### **SUMMARY - MAJOR STREETS FUND**

ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
202-	SUMMARY	Shiff	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
	TOTAL REVENUES			220,000	220,000	246,870	112.21%
202-172	Expenses - City Manager	(1,000)	-	20,500	19,500	17,533	85.52%
202-451	Expenses - Construction		¥.57	-	-	y ==	0.00%
202-463	Expenses - Routine Maintenance	(4,500)	1,200	176,000	172,700	81,417	44.00%
202-473	Expenses - Rout. Maint. Bridges	2.771.21	9,350	6,900	16,250	40,520	587.24%
202-474	Expenses - Traffic Services	(1,900)	- 4	8,500	6,600	5,885	69.24%
202-478	Expenses - Winter Maint. Fund	(3,400)	250	6,000	2,850	2,816	46.94%
202-483	Expenses - Admin. & Engineering	10.00		2,000	2,000	1,679	83.93%
202-488	Expenses - M-43 Surface Maint.	- 1. <u>2</u>	-				
202-489	Expenses - M-43 Sweep & Flush	12.73					2
202-491	Expenses - M-43 Drains & Ditches		-		3 <del>1</del> 34		
202-497	Expenses - M-43 Winter Maint.	741					
7	Transfer to Local Streets	1 1					0.00%
	TOTAL EXPENSES	(10,800)	10,800	219,900	219,900	149,850	68.14%
	Revenues Less Exopenses	- (10,800)	- 10,800	220,000 219,900	220,000 219,900	246,870 149,850	
		10,800	(10,800)	100	100	97,020	

LOCAL STREETS FUND

ACT. #	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-000	REVENUES	Shi	fts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
404001	Bangor Roads Tax			60,000	60,000	71,022.67	118.37%
545000	Federal Grants				1	4.7	0.00%
546000	State of Michigan Revenue - Act 51			100,000	100,000	91,640.99	91.64%
694000	Miscellaneous Income					-	0.00%
696001	Proceeds from Note			187.1		-	0.00%
699500	Transfer From Fund Balance			7 P. C.	(A)	-	0.00%
	Totals			160,000	160,000	162,663.66	101.66%
ACT.#	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-172	EXPENSES - City Manager	Shi	fts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary		1,200	7,000	8,200	7,352.74	105.04%
715000	Fica & Medicare	(300)		500	200	179.67	35.93%
716000	Health Insurance	,			*		0.00%
	Totals	(300)	1,200	7,500	8,400	7,532.41	100.43%
ACT. #	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-451	EXPENSES - Construction	Shi	fts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
818000	Contractual Services					·	0.00%
010000	Totals						0.00%
ACT.#	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-463	EXPENSES-Routine Maintenance	Shi		2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary	(1,500)		10,000	8,500	3,945.91	39.46%
706000	Hourly Wages	(-)/	2,500	25,000	27,500	22,820.08	91.28%
706001	Overtime			1,000	1,000	701.02	70.10%
715000	Fica and Medicare			2,500	2,500	2,142.96	85.72%
716000	Health Insurance	(2,500)		5,000	2,500	1,018.14	20.36%
724000	Unemployment			100	100	16.23	16.23%
725000	Work Comp			1,000	1,000	751.10	75.11%
782000	Supplies			4,000	4,000	1,900.30	47.51%
818000	Contractual Services-DPW Drains/Second St Bridge			30,000	30,000	52.098.25	173.66%
808000	Audit			8,000	8,000	7,271.71	90.90%
933000	Tree Removal		2,600	5,900	8,500	7,975.00	135.17%
943000	Equipment Rental - Transfer to Motor Pool		_,	37,000	37,000		0.00%
5 10000	New Equipment						0.00%

	out I ( I by B I B I B I B						0.00%
994000	State Infra Loan Bank Pmt - Prin			•			0.00%
994001	State Infra Loan Bank Pmt - Prin			30,000	30,000		0.00%
995000	State Infra Loan Bank Pmt - Int			10,000	10,000		0.00%
995002	State Infra Loan Bank Pmt - Int	1					0.00%
	Totals	(4,000)	5,100	169,500	170,600	100,640.70	57.81%
ACT.#	LOCAL STREET FUND	Subtracting	<u>Adding</u>	Current Budget	Amended Budget	YTD Balance	% BDGT
203-474	EXPENSES - Traffic Services	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
706000	Hourly Wages					÷	
715000	Fica and Medicare				<del>,</del>		4
724000	Unemployment				9.1	-	
725000	Work Comp			- · · · · · · · · · · · · · · · · · · ·	+ 1	1	(≠)
78200	Supplies				1	· · · · · · · · · · · · · · · · · · ·	
81800	Contractual Services					4.1	1.4
94300	Equipment Rental			=	-	9	-
	Totals	1.0					
ACT.#	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-478	EXPENSES - Winter Maint. Fund	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
70600	Hourly Wages			-	-	-	0.00%
71500	Fica and Medicare						0.00%
78200	Supplies	(2,000)		5,000	3,000	2,816.40	56.33%
94300	Equipment Rental	(2,000)					0.00%
0.1000	Totals	(2,000)	10.75	5,000	3,000	2,816.40	56.33%
ACT. #	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
	EXPENSES-		4277				
203-484	Admin/Engineering	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
70300	Salary			79.1			
71400	Fringe Benefits				HC-1	-	-
71500	Fica and Medicare			<u> </u>	140		
727000	Office Supplies			( <del>+</del> )	4.	THE REAL PROPERTY.	
81800	Contractual Services			9-	1	- C- C-	-
91000	Insurance and Bonds			¥		191	
	Totals						

## **SUMMARY - LOCAL STREETS FUND**

ACT.#	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-	SUMMARY	Shifts		2023-2024	Budget after \$ Shifts	3/31/2024	Used
	TOTAL REVENUES		· ·	160,000	160,000	162,663.66	101.66%
203-172	Expenses - City Manager	(300)	1,200	7,500	8,400	7,532.41	100.43%
203-451	Expenses - Construction			14			0.00%
203-463	Expenses - Routine Maintenance	(4,000)	5,100	169,500	170,600	100,640.70	57.81%
203-474	Expenses - Traffic Services	•	- 3	3-X	•		÷)
203-478	Expenses - Winter Maint. Fund	(2,000)		5,000	3,000	2,816.40	56.33%
203-484	Expenses - Admin. & Engineering	4	2.7				
	TOTAL EXPENSES	(6,300)	6,300	182,000	182,000	110,989.51	67.31%
	Revenues Less Expenses		4	160,000	160,000	162,663.66	
		(6,300)	6,300	182,000	182,000	110,989.51	
		6,300	(6,300)	(22,000)	(22,000)	51,674.15	

WASTEWATER FUND - Serving Customers & Protecting the Environment

ACT.#	SEWER FUND (Wastewater)	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
590-000	REVENUE	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
452000	Sewer Permits						0.00%
545000	Federal Grants					To the state of th	0.00%
545003	CDBG Grant			288,144	288,144	289,771.77	100.56%
642000	Charges for Services			350,000	350,000	179,978.60	51.42%
642001	Sewer Line Replacement			3,000	3,000	1,988.40	66.28%
642003	Capital Improvement			50,000	50,000	31,680.00	63.36%
646000	Delinquent Fees			10,000	10,000	204.78	2.05%
647000	Water On/Off			150,000	150,000	86,280.86	57.52%
665000	Interest Income	1		70.41		Tarabase Const	0.00%
676000	Contribution from Other Funds				- D-1	7 223	0.00%
694000	Miscellaneous Income					4,000.00	100.00%
699500	Transfer from Fund Balance						0.00%
965001	Contributions to Motor Equip				PH- L.L.		0.00%
303001	Totals	-	-	851,144	851,144	593,904.41	69.78%
		18 11 M 11 M					W 5565
ACT.#	SEWER FUND (Wastewater)	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
590-548	EXPENSES	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary	(25,000)		80,000	55,000	46,853.29	58.57%
706000	Hourly Wages			35,000	35,000	27,131.56	77.52%
706001	Overtime	(1,000)	- L	2,000	1,000	540.91	27.05%
714000	Fringe Benefits		3.13				0.00%
715000	Fica and Medicare	(5,000)		10,000	5,000	4,451.37	44.51%
716000	Health Insurance	(2,500)		3,500	1,000	763.63	21.82%
716100	Health Insurance - Retiree				•	91.	0.00%
724000	Unemployment	(500)		1,000	500	100.80	10.08%
725000	Work Comp	(500)		1,000	500	214.60	21.46%
727000	Office Supplies		500	2,500	3,000	2,244.58	89.78%
740000	Operating Supplies		5,000	10,000	15,000	10,075.59	100.76%
775000	Repairs and Maintenance		5,000	60,000	65,000	63,708.52	106.18%
802000	Engineering						0.00%
808000	Audit	(3,000)		10,000	7,000	4,951.67	49.52%
818000	Contractual Services-DPW Roof/Sewer Vac Repairs/DPW Floor Drains	(5,000)		50,000	45,000	41,387.44	82.77%
818001	Contractual Services - Sewer Line Replacement		3,000	3,000	6,000	4,654.90	155.16%
826000	Legal Fees						0.00%

850000	Communications	(2,000)		5,000	3,000	2,495.70	49.91%
364000	Membership and Dues	(2,500)		3,000	500	200.00	6.67%
900000	Printing & Publishing		500		500	222.00	100.00%
910000	Insurance and Bonds	(1,000)		5,000	4,000	3,691.60	73.83%
920000	Utilities			40,000	40,000	33,567.12	83.92%
943000	Equipment Rental - Transfer to Motor Pool			83,000	83,000		0.00%
956001	Education & Training	(3,500)		5,000	1,500	1,388.70	27.77%
967000	Sewer Pond Project			125,000	125,000	125,000.00	100.00%
967003	Grant Expenditures - CDBG		46,500	288,144	334,644	345,507.98	119.91%
968000	Depreciation			13,000	13,000	7 <del>-</del>	0.00%
977000	New Equipment	(10,000)		10,000	·		0.00%
978000	Construction						0.00%
995000	Iterest Expense		1,000	5,500	6,500	6,175.00	112.27%
999500	Transfer to Fund Balance				5.4		0.00%
	Totals	(61,500)	61,500	850,644	850,644	725,326.96	85.27%
	Surplus/Deficit (Revenues less Expenses)	- (61,500)	- 61,500	851,144 850,644	851,144 850,644	593,904.41 725,326.96	
		61,500	(61,500)	500	500	(131,422.55)	

WATER FUND - Quality on Tap! Supplying Your Water Needs

ACT.#	WATER FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
591-000	REVENUE	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
452000	Plumbing Permits					Land of a Market	0.00%
529004	State Grants - DWAM			200,000	200,000	76,500.00	38.25%
642000	Charges for Services			350,000	350,000	182,614.15	52.18%
642001	Leak Protection			15,000	15,000	8,930.43	59.54%
642002	Water Line Replacement	1		2,500	2,500	1,633.95	65.36%
642003	Capital Improvement			45,000	45,000	31,680.00	70.40%
646000	Delinquent Fees			15,000	15,000	3,442.15	22.95%
647000	Water On/Off			2,000	2,000	757.50	37.88%
665000	Interest Income			-	•		0.00%
669000	Equipment Rental			200,000	200,000	134,584.39	67.29%
694000	Miscellaneous Income	1		1,000	1,000	5,350.21	535.02%
695001	Administration Fee			500	500	250.40	50.08%
699500	Transfer from Fund Balance			-			0.00%
	Totals	10 C 10 C		831,000	831,000	445,743.18	53.64%
ACT.#	WATER FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
591-556	EXPENSES	Shif	ts	2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary	(30,000)		100,000	70,000	53,447.93	53.45%
706000	Hourly Wages			50,000	50,000	27,129.77	54.26%
706001	Overtime			2,000	2,000	540.81	27.04%
715000	Fica and Medicare			10,000	10,000	4,929.26	49.29%
716000	Health Insurance			3,500	3,500	763.74	21.20%
716100	Health Insurance - Retiree				-	-	0.00%
724000	Unemployment			1,000	1,000	100.79	10.08%
725000	Work Comp			1,000	1,000	429.20	49.92%
727000	Office Supplies		500	2,500	3,000	2,224.58	88.98%
740000	Operating Supplies		1,000	15,000	16,000	12,228.52	81.52%
740110	Operating Supplies-Water Treatment		1,000	15,000	16,000	12,234.23	81.56%
775000	Repairs and Maintenance			50,000	50,000	35,087.64	70.18%
802000	Engineering			22,500	22,500	18,157.50	80.70%
808000	Audit			10,000	10,000	4,951.67	49.52%
818000	Contractual Services-DPW Roof/Sewer Vac Repairs/DPW Floor Drains/Labs		5,000	40,000	45,000	39,377.64	98.44%
818001	Contractual Services - Leak			10,000	10,000	6,881.90	68.82%
818004	MRWA/Wellhead Protection Grant		-44				0.00%

040005	Contractual Service - Water Line		2,000	3,000	5,000	4,354.40	145.15%
818005	Replacement Legal Fees		2,000	3,000	0,000	4,004.40	0.00%
826000	Communications			2,000	2,000	1,385.16	69.26%
850000					2,000	200.00	10.00%
864000	Membership and Dues			2,000			
900000	Printing & Publishing			500	500	133.32	26.66%
910000	Insurance and Bonds	(5,000)		10,000	5,000	4,457.60	44.58%
920000	Utilities	(3,000)		25,000	22,000	16,639.97	66.56%
943000	Equipment Rental - Transfer to Motor Pool			150,000	150,000		0.00%
956010	Education and Training	(9,000)		10,000	1,000	931,18	9.31%
967000	Grant Expenditures - DWAM		37,500	200,000	237,500	208,728.00	104.36%
968000	Depreciation				1.2		0.00%
976000	Building/System Improvements				- 2.		0.00%
977000	New Equipment			10,000	10,000	040	0.00%
990000	Interest Expense					100 A 104 A 1	0.00%
700767	Totals	(47,000)	47,000	745,000	745,000	455,314.81	61.12%
	1.5 / 1.6 / 1.5 / 2.7				425.444	100000000	
	Surplus/Deficit	· ·	140	831,000	831,000	445,743.18	
	(Revenues less Expenses)	(47,000)	47,000	745,000	745,000	455,314.81	
		47,000	(47,000)	86,000	86,000	(9,571.63)	

**MOTOR EQUIPMENT FUND - Equipment Care and Replacement** 

ACT. #	MOTOR EQUIPMENT FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
661-000	REVENUE	Shift		2023-2024	Budget after \$ Shifts	3/31/2024	Used
642000	Charges for Services					· ·	0.00%
	Equipment Rental - Transfer						
669000	from other Funds			393,000	393,000	. Se	0.00%
669010	Contributions, From Other Funds			541 J	-	2	0.00%
699500	Transfer from Fund Balance			14.7			0.00%
673000	Sale of Assets (gain/loss)			34.		-	0.00%
694000	Miscellaneous					15,513.94	100.00%
	Totals		na n	393,000	393,000	15,513.94	3.95%
ACT.#	MOTOR EQUIPMENT FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
	EXPENSES	Shif		2023-2024	Budget after \$ Shifts	3/31/2024	Used
703000	Salary	Silii	ıs	20,000	20,000	15,893.84	79.47%
706000	Hourly Wages			30,000	30,000	8,776.17	29.25%
706000	Overtime			500	500	311.18	62.24%
715000	Fica and Medicare			5,000	5,000	1,669.42	33.39%
716000	Health Insurance		9,000	15,000	24,000	16,943.51	112.96%
716100	Health Insurance - Retiree		0,000	5,000	5,000	-	0.00%
724000	Unemployment			200	200		0.00%
725000	Worker's Compensation		500	500	1,000	429.20	85.84%
727000	Office Supplies			500	500	46.96	9.39%
741000	Tools & Operating Supplies			5,000	5,000	1,213.01	24.26%
742000	Uniforms and Cleaning			5,000	5,000	3,596.57	71.93%
751000	Gas, Oil and Fuel	(23,500)		60,000	36,500	26,566.75	44.28%
756000	Miscellaneous Supplies			1,000	1,000	195.81	19.58%
778000	Equipment Maintenance			20,000	20,000	2,099.25	19.58%
781000	Parts and Repairs		10,000	15,000	25,000	20,528.54	136.86%
808000	Audit			5,000	5,000	3,701.67	74.03%
818000	Contractual Services-DPW Roof/DPW Floor Drains		3,000	8,000	11,000	9,274.90	115.94%
826000	Legal Fees			ije ti		-	0.00%
850000	Communications			1,000	1,000	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	0.00%
910000	Insurance and Bonds			14,000	14,000	13,915.00	99.39%
920000	Utilities		1,000	-	1,000	536.81	100.00%
956010	Education and Training			1,000	1,000	50.00	5.00%
968000	Depreciation			10,000	10,000	- 1- 1-	0.00%

976000	Building Improvements			4			0.00%
977000	New Equipment			5,000	5,000	5	0.00%
995000	Interest						0.00%
995006	Interest - 2022 Ford Police Inter			2,700	2,700	2,602.23	96.38%
995007	Interest - 2020 ford Explorer					THE SECOND	0.00%
995008	Interest - 2023 Dump Trucks			19,000	19,000	9,926.84	52.25%
995010	Interest - 2018 Vac/Sewer Truck			17,000	17,000	<u> </u>	0.00%
995011	Interest - Kubota Skid Steer						0.00%
	Totals	(23,500)	23,500	265,400	265,400	138,277.66	52.10%
	Surplus/Deficit		7/2	393,000	393,000	15,513.94	
	(Revenues less Expenses)	(23,500)	23,500	265,400	265,400	138,277.66	
		23,500	(23,500)	127,600	127,600	(122,763.72)	

YTD Total Funds Revenues 2,721,263.85
YTD Total Funds Expenses 2,616,555.85
104,708.00

#### Resolution #2024-06

### A Resolution to Amend the 2023/2024 Budget – 3rd Quarter

**WHEREAS,** the City of Bangor has exceeded its original appropriations in certain expenditure accounts and exceeded collection in certain revenue accounts;

**WHEREAS,** the City of Bangor wishes to re-appropriate funds for budgetary purposes to comply with State Statutes;

**NOW, THEREFORE BE IT RESOLVED** by the City of Bangor City Council that the 2023/2024 budget be amended to adjust the appropriations in the accounts as follows:

#### City of Bangor FY 2023 / 2024 Budget

	2023 / 2024	2023 / 2024
	Approved	Proposed Amended
	Budget	Budget
General Fund		
Total Revenue:	\$ 1,487,000	\$ 1,376,710
Expenditures		
City Council	\$ 97,000.00	\$ 103,100.00
City Manager	\$ 53,000.00	\$ 37,700.00
City Clerk	\$ 58,000.00	\$ 72,000.00
Treasurer	\$ 74,500.00	\$ 75,000.00
City Hall	\$ 149,000.00	\$ 193,000.00
Cemetery	\$ 63,000.00	\$ 77,800.00
Police Department	\$ 575,500.00	\$ 506,500.00
Code Enforcement	\$ 15,000.00	\$ 48,400.00
Public Service	\$ 175,000.00	\$ 154,100.00
Street Lights	\$ 30,000.00	\$ 5,000.00
Parks	\$ 59,000.00	\$ 65,100.00
Planning	\$ 1,000.00	\$ 0.00
Library	\$ 0.00	\$ 0.00
<b>Transfer Out to Motor Pool</b>	\$ 100,000.00	\$ 50,000.00
Total Expenditures:	\$ 1,450,000.00	\$ 1,387,700.00
Revenue over (under) expenditures	\$ 37,000.00	\$ -10,990.00
Beginning Fund Balance	\$ 791,272.00	\$ 791,272.00
Ending Fund Balance	\$ 828,272.00	\$ 780,282.00

	Revenue	Expenditures	Rev vs. Exp		Revenue	Expenditures	Rev vs. Exp
Special Revenue Funds							
Major Street	\$220,000.00	-\$219,900.00	\$100.00		\$220,000.00	-\$219,900.00	\$100.00
Local Street	\$160,000.00	-\$182,000.00	-\$22,000.00		\$160,000.00	-\$182,000.00	-\$22,000.00
Police	\$35,000.00	-\$35,000.00	\$0.00		\$35,000.00	-\$35,000.00	\$0.00
Library Maintenance	\$0.00	-\$0.00	\$0.00		\$4,000.00	-\$4,000.00	\$0.00
Component Units Economic Development Corporation	\$0.00	\$0.00	\$0.00		\$55,450.00	-\$8,000.00	\$47,450.00
Internal Service Funds Motor Equipment Fund	\$425,000.00	-\$395,800.00	\$29,300.00		\$393,000.00	-\$265,400.00	\$127,600.00
Enterprise Funds							
Water Fund	\$619,500.00	-\$554,000.00	\$65,500.00		\$831,000.00	-\$745,000.00	\$86,000.00
Sewer Funds	\$543,000.00	-\$543,500.00	-\$500.00	L	\$851,144.00	-\$850,644.00	\$50000

MOVED by	; SUPPORTED by	that the
foregoing Resolution be adopted.		
AYES:		
NAYS:		
ABSENT:		
Resolution declared adopted at a regular 2024.	meeting of the Bangor City Council	held on Monday, June 3,
	Shelly Umbanhowar,	Bangor City Clerk