



BANGOR CITY COUNCIL REGULAR MEETING AGENDA

Date: October 21, 2024

Time: 7:00 PM

Location: 257 W Monroe St Bangor, MI 49013

City Council meetings are conducted in accordance with Michigan's Open Meeting Act (OMA), 1976 PA 267, MCL 15.261 et seq. and Roberts Rules of Order Newly Revised.

1. Call to Order
2. Pledge of Allegiance & Roll Call of Council Members
3. Approval of Agenda
4. Consent Agenda Items (Roll Call Vote)

Consent agenda items can be adopted by a simple motion.

Any consent agenda item may be removed at the request of a Council Member.

- a. Approval of Regular Meeting minutes for 10/07/24
- b. Approval of General Checking Accounts Payable & Payroll for 10/16/24 for \$188,050.96
- c. Approval of Roads Checking Accounts Payable for 10/16/24 for \$179.73

5. Other Regular Business (Resolutions, Proclamations, Reports, and Presentations)

- a. Mowing Crew Acknowledgement: Steven Brant & Justin Williams City Manager Weber
- b. Proclamation 2024-10..... Mayor Farmer
- c. Reports
 - i) Department Heads
 - Department of Public Works (DPW) **SEE REPORT PROVIDED** DPW Director Lowder
 - Police Department **SEE REPORT PROVIDED** Police Officer from Police Department
 - Fire Department Chief Babcock
 - Code Enforcement/Zoning Code Enforcement Officer Drake
 - Clerk's Department **SEE REPORT PROVIDED** Clerk Umbanhowar
 - Treasurer's Department **SEE REPORT PROVIDED** Treasurer Cagle
 - ii) Commission and Boards
 - Planning Commission Councilmember Uplinger
 - Cemetery Committee **SEE REPORT PROVIDED** Mayor Farmer
 - Economic Development Corporation (EDC) **SEE REPORT PROVIDED** City Manager Weber
 - Downtown Development Authority (DDA) Mayor Pro-Tem Martinez Serratos
 - Bangor Housing Commission (BHC) Councilmember Muenzer

6. Opportunity for Public Comment* A limit of three (3) minutes per speaker is in effect.

7. Unfinished Business

- a. Decision to Approve/Deny New City Attorney Selection: Nick Curcio City Manager Weber

8. New Business

- a. Approval of Marihuana Application City Manager Weber
- b. Approval of Fund Balance Policy City Treasurer Cagle
- c. Accept Dick Watkins Resignation from Planning Commission Effective 10/14/24 City Manager Weber
- d. Public Hearing Councilmember Complaint City Attorney Graham

9. Opportunity for Public Comment* A limit of three (3) minutes per speaker is in effect.

10. Council Member Comments

11. Adjournment

UPCOMING MEETINGS:
 Council – Nov 4* & 18 @ 7PM (*11/4 mtg at Fire Station)
 Planning – Nov 14 @ 7PM
 DDA – Nov 19 @ 7PM
 Bangor Housing – Nov 20 @ 6PM (820 Second St)
 EDC – Nov 21 @ 7PM
 Cemetery – Done meeting until April 2025

COMING SOON:
 Parks & Recreation – TBD Day & Time

*The purpose of the public comment periods are for members of the public to inform the council of their views. Traditionally, Council does not respond to comments made at the meeting; however, the Mayor or City Manager may direct staff to follow up with the speaker as appropriate. Public and council comments are not required to be recorded. "Meeting Minutes are a record of what was done, not what was said" - Roberts Rules of Order Newly Revised (RONR)



CITY OF BANGOR

BANGOR COUNCIL MEETING MINUTES

OCTOBER 7, 2024

MINUTES

Council Chambers

Regular Meeting

7:00PM

257 W. MONROE STREET
BANGOR, MI 49013

1. This meeting was called to order by Mayor Farmer at 7:00 pm.
2. PLEDGE OF ALLEGIANCE IS LED BY COUNCILMEMBER MCCRUMB AND RECITED BY ALL PRESENT

ATTENDANCE/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/Late Arrival 7:15PM
Darla McCrumb	Councilmember	Present
Lynne Farmer	Mayor	Present

QUORUM MET

OTHERS PRESENT

Justin Weber, City Manager
Shelly Umbanhowar, Clerk
Stephenie Cagle, Treasurer

Steve Lowder, DPW Director
Scott Graham, City Attorney
Approximately 15 members of the public

3. APPROVAL OF REGULAR AGENDA

Motion to accept Regular Meeting Agenda as Presented.

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

4. APPROVAL OF CONSENT AGENDA

a. Consent Agenda

Motion to accept Consent Agenda items:

Regular **09/16/24** and Special Meeting Minutes **09/20/24**, General Checking Accounts Payable & Payroll in the amount of **\$112,884.05**, Roads Checking Accounts Payable in the amount of **\$16,667.56** and T&A Checking Accounts Payable in the amount of **\$863,870.83**.

RESULT:	APPROVED (6 YES, 1 ABSENT)
MOVER:	Pati Martinez-Serratos, Mayor Pro-Tem
SECONDER:	Jerry Muenzer, Councilmember
AYES:	Rivers, Martinez-Serratos, Muenzer, Uplinger, McCrumb, Farmer
ABSENT:	Garcia

5. OTHER REGULAR BUSINESS

a. Parks and Recreation Advisory Board

City Manager Weber recommends appointment of: Renee Doroh, Steve Honeycutt, Delores Honeycutt, Dawn Wade, Scott Millin, Councilmember Muenzer and Councilmember Rivers to the Parks and Recreation Advisory Board.

Motion to Appoint: Renee Doroh, Steve Honeycutt, Delores Honeycutt, Dawn Wade, Scott Millin, Councilmember Muenzer and Councilmember Rivers to the Parks and Recreation Advisory Board.

RESULT: CARRIED (UNANIMOUS)
MOVER: Darla McCrumb, Councilmember
SECONDER: Pati Martinez-Serratos, Mayor Pro-Tem

Clerk Umbanhowar administered Oath of Office to Renee Doroh, Steve Honeycutt, Delores Honeycutt, Dawn Wade, Councilmember Muenzer and Councilmember Rivers to the Parks and Recreation Advisory Board. Scott Millin was not present and will be given his Oath of Office within the next ten (10) days.

b. City Attorney Interview

Councilmembers went around the table to ask a series of questions to potential City Attorney Nick Curcio.

6. OPPORTUNITY FOR PUBLIC COMMENT

Public comments were heard.

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

a. Accept EDC Appointment of Ron Henry Term Ending 12/31/24

Motion to accept EDC Appointment of Ron Henry Term Ending 12/31/24.

RESULT: CARRIED (UNANIMOUS)
MOVER: Jeremy Uplinger, Councilmember
SECONDER: Amber Garcia, Councilmember

b. Accept EDC Appointment of Kurt Doroh Term Ending 12/31/27

Motion to accept EDC Appointment of Kurt Doroh Term Ending 12/31/27.

RESULT: CARRIED (UNANIMOUS)
MOVER: Heléne Rivers, Councilmember
SECONDER: Amber Garcia, Councilmember

c. Approve Moving 11/04/24 Regular Council Meeting to Fire Station

Motion to Approve moving the 11/04/24 Regular Council Meeting to the Fire Station 417 W Arlington.

RESULT: CARRIED (UNANIMOUS)
MOVER: Pati Martinez-Serratos, Mayor Pro-Tem
SECONDER: Heléne Rivers, Councilmember

d. Approval of MDOT Snow Plow/Salting Truck

Motion to Approve the City Manager to purchase the MDOT Snow Plow/Salting Truck in the amount of \$10,000.00.	
RESULT:	APPROVED (7 YES)
MOVER:	Pati Martinez-Serratos, Mayor Pro-Tem
SECONDER:	Heléne Rivers, Councilmember
AYES:	Rivers, Garcia, Martinez-Serratos, Muenzer, Uplinger, McCrumb, Farmer

e. Approval of 1st Quarter Budget Amendments

Motion to Accept the 1st Quarter Budget Amendments.	
RESULT:	CARRIED (UNANIMOUS)
MOVER:	Amber Garcia, Councilmember
SECONDER:	Pati Martinez-Serratos, Mayor Pro-Tem

f. City Resident Issue

City Attorney Graham informed the council of an issue with a resident.

g. Council Member Conduct

City Attorney Graham informed the council of a complaint that was filed against a City Council Member. City Attorney Graham passed out copies of the complaint to each council member. Some time was given for each member to read the complaint. City Attorney Graham then informed the council of what the process is going forward. City Attorney Graham informed Council that Garcia and Muenzer must not vote on this matter. The remaining five (5) councilmembers will vote.

Motion to Conduct a Public Hearing regarding the allegations made against Councilmember.	
RESULT:	APPROVED (5 YES, 2 ATTORNEY ADVISED GARCIA & MUENZER COULD NOTE VOTE)
MOVER:	Darla McCrumb, Councilmember
SECONDER:	Heléne Rivers, Councilmember
AYES:	Rivers, Martinez-Serratos, Uplinger, McCrumb, Farmer
ABSTAIN:	Garcia, Muenzer

Motion to Conduct a Public Hearing regarding the allegations made against Councilmember at the 10/21/24 Regular Council Meeting.	
RESULT:	APPROVED (5 YES, 2 ATTORNEY ADVISED GARCIA & MUENZER COULD NOTE VOTE)
MOVER:	Darla McCrumb, Councilmember
SECONDER:	Heléne Rivers, Councilmember
AYES:	Rivers, Martinez-Serratos, Uplinger, McCrumb, Farmer
ABSTAIN:	Garcia, Muenzer

9. OPPORTUNITY FOR PUBLIC COMMENT

None.

10. COUNCILMEMBER COMMENTS

Councilmember comments were heard.

11. ADJOURNMENT

Motion to adjourn at 8:31 PM

RESULTS: CARRIED (UNANIMOUS)

MOVER: Jeremy Uplinger, Councilmember

SECONDER: Pati Martinez-Serratos, Mayor Pro-Tem

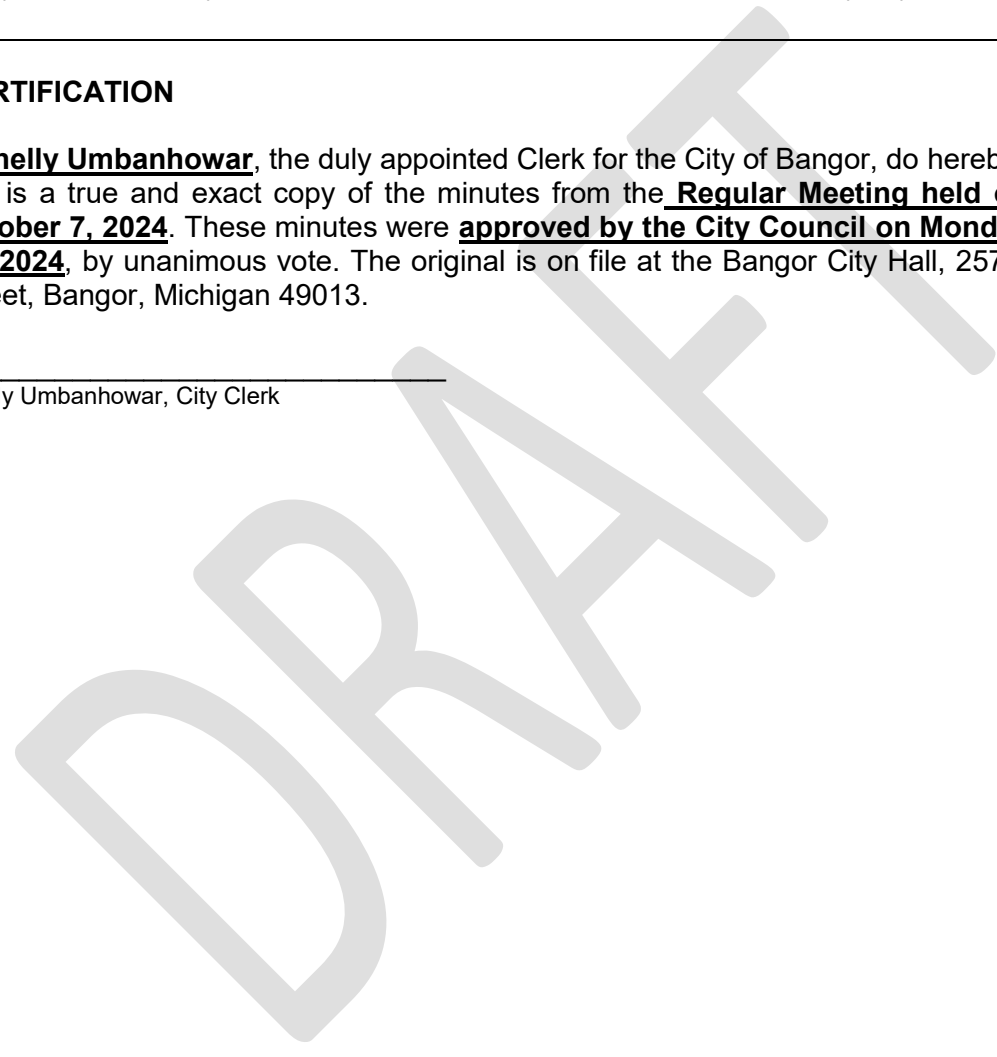
Shelly Umbanhowar, City Clerk

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, October 7, 2024**. These minutes were **approved by the City Council on Monday, October 21, 2024**, by unanimous vote. The original is on file at the Bangor City Hall, 257 W. Monroe Street, Bangor, Michigan 49013.

Shelly Umbanhowar, City Clerk





CITY COUNCIL AGENDA FACT SHEET

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: 10/16/24

Recommended Action:

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

- **Bill List** for 10/16/24 (37 items) in the amount of **\$103,975.56.**
- **ACH/EFT Transactions** (24 items) in the amount of **\$11,556.27.**
- **Debit Card Transactions** (June/July) in the amount of **\$6,522.92.**
- **Checks In Between** (3 items) in the amount of **\$23,075.00.**
- **Payroll** for 10/11/24 in the amount of **\$42,921.21.**
 - For a **grand total** amount of **\$188,050.96** from the **GCK-2** account.

• TOTAL AMOUNT OF <u>GCK-2</u> BILLS LIST & PAYROLL	\$188,050.96
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ROADS - Treasurer recommends City Council approval of the following:

- **Bill List** for 10/16/24 (2 items) in the amount of **\$179.73.**
 - For a **grand total** amount of **\$179.73** from the **ROADS** account.

• TOTAL AMOUNT OF <u>ROADS</u> BILLS LIST & PAYROLL	\$179.73
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Council Action:

For Action

Summary:

See GCK-2 and ROADS invoice approval lists.

10/15/2024 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF BANGOR
 EXP CHECK RUN DATES 10/22/2024 - 10/22/2024
 UNJOURNALIZED OPEN AND PAID
 BANK CODE: GCK-2

Vendor Code	Vendor Name Invoice	Description	Amount
PAPER CHECK			
STORY, ANG	ANGELA J. STORY 102024	OCTOBER 2024 MONTHLY ASSESSING FEE	1,333.33
TOTAL FOR: ANGELA J. STORY			1,333.33
AUTO	AUTO-WARES GROUP 03780204353 378-204190	SALT TRUCK DPW FUSE REPLACEMENT OIL CHANGE FOR PD BY DPW	40.27 68.57
TOTAL FOR: AUTO-WARES GROUP			108.84
BENISTAR	BENISTAR/UA-6803 11012024	RETIREMENT BENEFITS NOV 2024	2,822.64
TOTAL FOR: BENISTAR/UA-6803			2,822.64
BLUE FIRE	BLUE FIRE MEDIA, INC 30253	WEB-DEV MONTHLY PAYMENT	100.00
TOTAL FOR: BLUE FIRE MEDIA, INC			100.00
BOSCONRETE	BOS CONCRETE LLC 100124-19	LIMSTONE - FOUNDATION	642.00
TOTAL FOR: BOS CONCRETE LLC			642.00
CINTAS	CINTAS CORPORATION #301 4206933690 4206934624 4208029825	RUGS CITY HALL & POLICE STATION DPW UNIFORMS DPW UNIFORMS	99.37 53.96 53.96
TOTAL FOR: CINTAS CORPORATION #301			207.29
DANSAUTO	DAN'S AUTOMOTIVE I010037 I010039 I010041 I010043	DPW OIL CHANGE, TIRE ROTATION DPW.OIL CHANGE, FILTER DPW OIL CHANGE, FILTER OIL CHANGE/FILTER	66.43 44.09 44.09 44.09
TOTAL FOR: DAN'S AUTOMOTIVE			198.70
ELECTION	ELECTION SOURCE 24-13794	BALLOT MAGNIFIER X 6 FOR VOTING DAY	40.00
TOTAL FOR: ELECTION SOURCE			40.00
			PAGE 1 TOTAL 5,452.80

ELHORN	ELHORN ENGINEERING COMPANY		
	303927	WATER TREATMENT SUPPLIES	1,199.00
TOTAL FOR: ELHORN ENGINEERING COMPANY			1,199.00
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GARMENT	GARMENT DISTRICT INC		
	21	POLICE UNIFORMS MATA	41.00
TOTAL FOR: GARMENT DISTRICT INC			41.00
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INVOICE	INVOICE CLOUD, INC.		
	4096-2024_9	SEPTEMBER 2024 ONLINE BILL PAY FOR UB	474.25
TOTAL FOR: INVOICE CLOUD, INC.			474.25
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KING SERVI	KING SERVICE		
	10725	SERVICE AT LAGOONS - LIFT STATION	550.00
TOTAL FOR: KING SERVICE			550.00
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LANDERS	LANDERS HARDWARE INC		
	093024	OCT 2024 VARIOUS PURCHASES	1,238.13
TOTAL FOR: LANDERS HARDWARE INC			1,238.13
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MI MIXED	MICHIGAN MIXED ANIMAL VETERINARY		
	1000124	OFFICER MORANG - ANIMAL DROP OFF SERVICES	116.73
TOTAL FOR: MICHIGAN MIXED ANIMAL VETERINARY			116.73
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MML	MICHIGAN MUNICIPAL LEAGUE		
	093024	3RD QTR UNEMPLOYMENT COMP	399.46
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			399.46
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MI TOWNSHI	MICHIGAN TOWNSHIP SERVICES ALLEGAN		
	4121	PERMIT FEES SEPT 2024 ELECTRICAL	1,911.60
TOTAL FOR: MICHIGAN TOWNSHIP SERVICES ALLEGAN			1,911.60
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MML L&PP	MML LIABILITY AND PROPERTY POOL		
	3964207	LIABILITY & PROPERTY INSURANCE 10/01/24-10/01/25	77,893.00
TOTAL FOR: MML LIABILITY AND PROPERTY POOL			77,893.00
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PITNEY	PITNEY BOWES		
	100724	POSTAGE FOR METER	452.29
TOTAL FOR: PITNEY BOWES			452.29
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RELIABLE	REPUBLIC SERVICEWS#646		
	0646-001946029	10/01-10/31/24 DUMPSTER SERVICES	11,668.24
TOTAL FOR: REPUBLIC SERVICEWS#646			11,668.24
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ROBERTSON	ROBERTSON RESTORATION & COLLISION		
	100724	REPAIR BROKEN HINGES ON PICK UP DOOR	100.00
TOTAL FOR: ROBERTSON RESTORATION & COLLISION			100.00

RODSPRINTS	ROD'S PRINTS & PROMOTIONS		
	13113	SET CUT VINYL LOGO GRAPHICS DPW SALT TRUCK LABEL	30.00
TOTAL FOR: ROD'S PRINTS & PROMOTIONS			30.00

STAPLES	STAPLES		
	7002471348	PAPER TOWELS, GARBAGE BAGS, BINDERS, TOILET CLEAN	384.76
	7002471348.2	OFFICE SUPPLIES - PAPER TOWELS, GARBAGE BAGS,CLOR	95.74
TOTAL FOR: STAPLES			480.50

STOCCHIERO	STOCCHIERO FARMS		
	12108	STRAW AND MISC PUMPKINS-FALL DECOR DOWNTOWN,	100.00
TOTAL FOR: STOCCHIERO FARMS			100.00

TERRY	TERRY JOHNSON		
	9022024	INSPECTION OF ORANGE DUMP TRUCK/SALT TRUCK	200.00
TOTAL FOR: TERRY JOHNSON			200.00

TRACE	TRACE ANALYTICAL LABORATORIES, INC		
	4100400	DRINKING WATER REQ	119.00
	4100458	DRINKING WATER REQ	119.00
TOTAL FOR: TRACE ANALYTICAL LABORATORIES, INC			238.00

USBANK	US BANK EQUIPMENT FINANCE		
	539568444	POLICE STATION COPIER LEASE OCT 2024	166.27
TOTAL FOR: US BANK EQUIPMENT FINANCE			166.27

US BUSINES	US BUSINESS SYSTEMS, INC		
	IN239061	COPIER PRINTING BASE 10/11-01/10/25/OVERAGES 07/1	784.98
TOTAL FOR: US BUSINESS SYSTEMS, INC			784.98

PP VILLAGE	VILLAGE OF PAW PAW		
	AUGUST-24	LAB ANALYSIS AUGUST 2024	60.00
TOTAL FOR: VILLAGE OF PAW PAW			60.00

WEST MI	WEST MI CRIMINIAL JUST TRAINING CON		
	5978	FALL 2024 DISTRIBUTION	419.31
TOTAL FOR: WEST MI CRIMINIAL JUST TRAINING CON			419.31

TOTAL - ALL PAPER CHECKS	103,975.56
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PAGE 3 TOTAL	2,579.06
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EFT/ACH TRANSACTIONS

COMCAST	COMCAST		
	100824_0013411	DPW 10/21-11/20/24 INTERNET	149.80
TOTAL FOR: COMCAST			149.80

IMP	INDIANA MICHIGAN POWER		
	041-634-317-0-5		99.63
	041-986-857-0-5		874.89
	049-351-847-0-7		45.30
	044-849-455-1-6		4,119.22
	045-025-847-0-1		485.46
	044-863-847-0-6		1,073.10
	045-335-847-0-4		82.00
	045-651-847-0-4		451.66
	046-417-217-0-1		45.58
	046-667-217-0-1		76.38
	046-745-220-2-6		115.27
	048-149-508-0-6		782.68
	048-335-204-0-8		493.51
	048-751-847-0-9		111.36
	049-843-532-0-3		1,259.27
	040-172-317-0-7		652.71
	042-637-677-0-1		45.30
	042-453-528-3-8		25.71
	043-040-357-0-4		63.45
	043-084-171-0-6		50.22
	043-326-317-0-6		69.05
	046-927-249-0-1		121.49
	043-362-509-0-9		263.23
TOTAL FOR: INDIANA MICHIGAN POWER			11,406.47

TOTAL - ALL EFT/ACH TRANSACTIONS 11,556.27

DEBIT CARD TRANSACTIONS

	Jun-24	June	2,949.01
	Jul-24	July	3,573.91
TOTAL FOR: DEBIT CARD TRANSACTIONS			6,522.92

TOTAL - ALL DEBIT CARD TRANSACTIONS 6,522.92

PAGE 4 TOTAL 18,079.19

CHECKS IN BETWEEN

41771	ELC LEASING CORPORATION - DPW SALT TRUCK	10,000.00
41772	KATHRYN LUGTEN - REFUND VARIANCE PERMIT	75.00
41773	VILLALOBOS LANDSCAPING - LIBRARY/SIDEWALK	13,000.00
TOTAL FOR: CHECKS IN BETWEEN		23,075.00

TOTAL - ALL CHECKS IN BETWEEN	23,075.00
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PAYROLL

10/11/2024	BIWEEKLY PAYROLL 09/22-10/05/24	42,921.21
TOTAL FOR: PAYROLL		42,921.21

TOTAL - ALL PAYROLL	42,921.21
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GRAND TOTAL	188,050.96
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PAGE 5 TOTAL	65,996.21
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10/15/2024 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF BANGOR
 EXP CHECK RUN DATES 10/22/2024 - 10/22/2024
 UNJOURNALIZED OPEN AND PAID
 BANK CODE: ROADS

Vendor Code	Vendor Name Invoice	Description	Amount
MML	MICHIGAN MUNICIPAL LEAGUE 093024_UNEMPLOY	FOR QUARTER ENDING 09/30/24 UNEMPLOYMENT COM	9.35
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			9.35
SMARTSIGN	SMARTSIGN SMT-770863	CITY HALL DIAMOND GRADE REFLECTIVE ALUMINUM SIG	170.38
TOTAL FOR: SMARTSIGN			170.38
TOTAL - ALL VENDORS			179.73

ACKNOWLEDGEMENT

OF EXCEPTIONAL SERVICE

This certificate is given to :

Justin Williams

WHEREAS, the City of Bangor recognizes the importance of maintaining clean, safe, and beautiful public spaces for the well-being and enjoyment of its residents; and

WHEREAS, the City's mowing crew has demonstrated outstanding dedication and commitment to ensuring that the parks, public areas, and grounds throughout Bangor are well-maintained, contributing to the overall beautification of our city; and

WHEREAS, during the course of the 2024 mowing season, the mowing crew has consistently provided exceptional service, maintaining high standards of care despite challenges such as fluctuating weather conditions, growing demands, and varied terrain; and

WHEREAS, the crew's attention to detail, work ethic, and professionalism have greatly enhanced the appearance and accessibility of public spaces, contributing to the pride and satisfaction of our residents and visitors; and

WHEREAS, the City Council, staff, and community recognize the critical role the mowing crew has played in making Bangor a more vibrant and welcoming place for all who live, work, and visit here; and

WHEREAS, the efforts of the mowing crew reflect the highest standards of service and commitment to the City of Bangor, showcasing their unwavering dedication to keeping our city looking its best;

NOW, THEREFORE, BE IT PROCLAIMED that the City of Bangor, on behalf of its City Manager and the City Council, expresses sincere gratitude and appreciation to the entire mowing crew for their exceptional work during the 2024 mowing season. Their hard work has made a significant and positive impact on the beauty and quality of life within our community.

BE IT FURTHER PROCLAIMED that the City of Bangor recognizes the mowing crew as a valuable asset to the community and commends them for their outstanding performance, setting a high standard of excellence in public service.

Justin Weber

City Manager



ACKNOWLEDGEMENT

OF EXCEPTIONAL SERVICE

This certificate is given to :

Steven Brant

WHEREAS, the City of Bangor recognizes the importance of maintaining clean, safe, and beautiful public spaces for the well-being and enjoyment of its residents; and

WHEREAS, the City's mowing crew has demonstrated outstanding dedication and commitment to ensuring that the parks, public areas, and grounds throughout Bangor are well-maintained, contributing to the overall beautification of our city; and

WHEREAS, during the course of the 2024 mowing season, the mowing crew has consistently provided exceptional service, maintaining high standards of care despite challenges such as fluctuating weather conditions, growing demands, and varied terrain; and

WHEREAS, the crew's attention to detail, work ethic, and professionalism have greatly enhanced the appearance and accessibility of public spaces, contributing to the pride and satisfaction of our residents and visitors; and

WHEREAS, the City Council, staff, and community recognize the critical role the mowing crew has played in making Bangor a more vibrant and welcoming place for all who live, work, and visit here; and

WHEREAS, the efforts of the mowing crew reflect the highest standards of service and commitment to the City of Bangor, showcasing their unwavering dedication to keeping our city looking its best;

NOW, THEREFORE, BE IT PROCLAIMED that the City of Bangor, on behalf of its City Manager and the City Council, expresses sincere gratitude and appreciation to the entire mowing crew for their exceptional work during the 2024 mowing season. Their hard work has made a significant and positive impact on the beauty and quality of life within our community.

BE IT FURTHER PROCLAIMED that the City of Bangor recognizes the mowing crew as a valuable asset to the community and commends them for their outstanding performance, setting a high standard of excellence in public service.

Justin Weber

City Manager



Proclamation 2024-10

PROCLAMATION FOR REAVERS TRIBE mc OF
BANGOR MICHIGAN, REAVERS TRIBE mc OF
NEWAGO MICHIGAN abd OUTLAW mc OF
MUSKEGON MICHIGAN

Whereas, The Reavers Tribe mc of Bangor, Michigan. The Reavers Tribe mc of Newago, Michigan and the Outlaw mc of Muskegon, Michigan are always willing and able to help the City of Bangor in the biannual Cemetery Cleanings and the Wreaths Across America Ceremony.

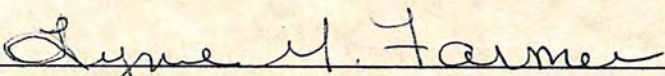
Whereas, The Reavers Tribe mc of Bangor, Michigan. The Reavers Tribe mc of Newago, Michigan and the Outlaw mc of Muskegon, Michigan have adopted the City of Bangor as their "Own Community."

Whereas, Their hard work and sweat equity help make the City of Bangor more beautiful and the Arlington Hill Cemetery a place of great pride. And their devotion to honoring our Veterans in December by placing wreaths on Veteran's graves fell honored and respected.

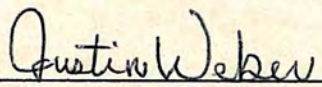
Whereas, This year they had a total of 23 workers to help in cleaning gravestones and straightening headstones in Arlington Hill Cemetery. Eighteen of them being Motorcycle members.

Therefore, The City of Bangor and the Bangor City Council wish to make them honorary members of our community and thank them for all they do to help our City in it's many projects.

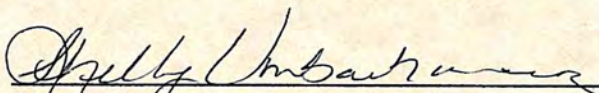




Lynne M. Farmer, Mayor



Justin Weber, City Manager



Shelly Umbanhowar, City Clerk



MONTHLY REPORT



Oct. 2024

**BANGOR DEPARTMENT
OF PUBLIC WORKS**



CEMETERIES

DPW has been working in the Cemetery preparing grave sites for multiple burials in the last month. September and October have been busy times for burials and Foundation pouring. All Fall foundations are finished and the Cemetery is being prepared for cold weather.





PARKS

Parks projects in September- October include completing the reroofing of the Pavilions and adding new reservation signs and sign boxes to the pavilions. Now when a family or group rents the use of one of the City Park Pavilions they will be greeted with a sign showing that it is reserved for their use.





WATER/ SEWER

The water and sewer department has been busy with the following:

- Fixing water leaks throughout town
- Hydrant Flushing.
- Regular testing and maintenance of water and sewer infrastructure is also always ongoing.



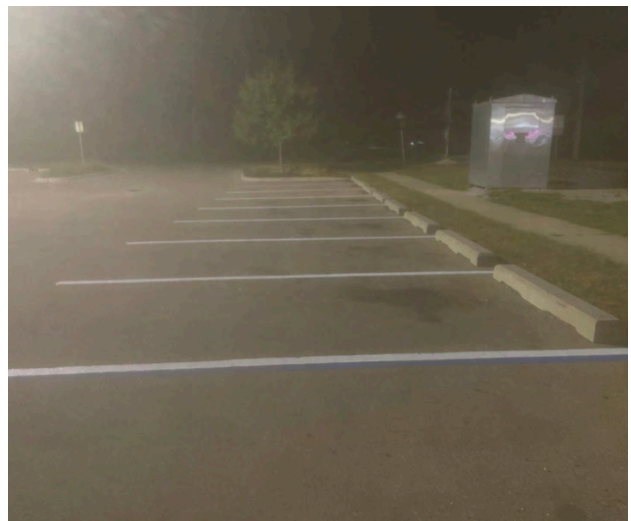
10/21



ROADS

Roads projects consisted of: -

- Leaf Pick up started October 7th
- Preparations and clean up for Apple Festival
- Painting of Parking spaces in City owned lots.
- Removing fallen trees from the roadways after storms.



10/21



MISC.

Miscellaneous work:

- Change batteries on DPW Equipment
- Install new cameras at Lions Parks
- Lowering and Raising Flags around town for 9/11



2024 Work Reports

Timestamp	Employee	Work Category	Location	Describe Work Done	Equipment used	Department
October Meeting						
9/17/2024 8:34:45	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/17/2024 8:35:48	Jordan Cummins, Foreman	Regular Work Day	10 s walnut		Dodge Pick Up	Sewer, Water
9/17/2024 8:36:32	Jordan Cummins, Foreman	Regular Work Day	56976 m43	Missdig	Dodge Pick Up	Sewer, Water
9/17/2024 8:37:55	Jordan Cummins, Foreman	Regular Work Day	107 north	Re read 7189	Dodge Pick Up	Water
9/17/2024 8:42:51	Jordan Cummins, Foreman	Regular Work Day	City	Lower flags to half-staff	Dodge Pick Up	DPW Shop, City hall
9/17/2024 14:09:44	Daniel Villalobos	Regular Work Day	All town	Brush trash	Dump Truck	Roads, Cemetery, Parks
9/17/2024 14:26:55	Justin Ryan	Regular Work Day	Railroad st, north st and around tow	Paint cross walks, tap water main and pick up leaf bags	Dodge Pick Up	Water, Roads
9/17/2024 14:31:40	Justin Ryan	Regular Work Day	All over town and park	Pick up brush and trash work on roof	Dodge Pick Up, Skid Steer	Roads, Parks
9/19/2024 8:04:46	Daniel Villalobos	Regular Work Day, Over Time (Stayed Late)	Behind romas and Villalobos marke	Painted	Dodge Pick Up	Roads
9/19/2024 14:36:33	Daniel Villalobos	Over Time (Stayed Late)	Second St	City parking lots paint	Dodge Pick Up	Roads
9/20/2024 9:19:28	Jordan Cummins, Foreman	Regular Work Day	10 s walnut	Missdig	Dodge Pick Up	Sewer, Water
9/20/2024 9:19:47	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/20/2024 9:20:57	Jordan Cummins, Foreman	Regular Work Day	116 Morrison	Located water	Dodge Pick Up	Water
9/20/2024 9:21:52	Jordan Cummins, Foreman	Regular Work Day	South walnut elementary	Missdig	Dodge Pick Up	Sewer, Water
9/20/2024 9:22:44	Jordan Cummins, Foreman	Regular Work Day	1210 greenhouse	Locate water service	Dodge Pick Up	Water
9/20/2024 9:23:48	Jordan Cummins, Foreman	Regular Work Day	1250 greenhouse	Locate water service (no meter)	Dodge Pick Up	Water
9/20/2024 9:25:19	Jordan Cummins, Foreman	Regular Work Day	1208,1210 north center	Locate water services	Dodge Pick Up	Water
9/20/2024 9:26:15	Jordan Cummins, Foreman	Regular Work Day	920 2nd st	Locate water service	Dodge Pick Up	Water
9/20/2024 9:27:04	Jordan Cummins, Foreman	Regular Work Day	236 bangor	Locate water service	Dodge Pick Up	Water
9/20/2024 9:27:43	Jordan Cummins, Foreman	Regular Work Day	508 Morrison	Locate water service	Dodge Pick Up	Water
9/21/2024 21:08:50	Daniel Villalobos	Regular Work Day	Town	Trash and banners	Dodge Pick Up	Roads
9/24/2024 8:31:34	Daniel Villalobos	Regular Work Day	Town	Brush book 3 meter	Dodge Pick Up, Dump Truck	Roads
9/24/2024 11:36:25	Tim VanHolt	Regular Work Day	300 Randolph	Picked up dead deer out of yard	Skid Steer	DPW Shop
9/30/2024 14:42:45	Daniel Villalobos	Regular Work Day	Town parks	Brush pickup trash and stain bleachers	Dodge Pick Up, Dump Truck	Roads, Parks
9/30/2024 15:29:30	Jordan Cummins, Foreman, Tim VanH	Regular Work Day	Ponds	Test sewer water	Dodge Pick Up	Sewer
9/30/2024 15:29:51	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/30/2024 15:32:42	Jordan Cummins, Foreman	Regular Work Day	Dpw	Replace bad battery terminals and clean others on salt truck	Dump Truck	DPW Shop
9/30/2024 15:33:35	Jordan Cummins, Foreman	Regular Work Day	Clark&cass	Fill in sinkhole	Back Hoe	Roads
9/30/2024 15:34:20	Jordan Cummins, Foreman	Regular Work Day	City	Raise flags back up	Dodge Pick Up	Roads
9/30/2024 15:36:03	Jordan Cummins, Foreman	Regular Work Day	City	Leaf pickup	Leaf vacc truck	Roads
9/30/2024 15:37:02	Jordan Cummins, Foreman	Regular Work Day	Dpw	Replace hose on sewer sampler	Dodge Pick Up	Sewer
9/30/2024 15:38:38	Jordan Cummins, Foreman, Tim VanH	Regular Work Day	Parks	Put up signs	Dodge Pick Up	Parks
9/30/2024 15:39:24	Jordan Cummins, Foreman, Tim VanH	Regular Work Day	Lincoln	Jet sewer main	Vacc Truck	Sewer
9/30/2024 15:40:33	Jordan Cummins, Foreman, Tim VanH	Regular Work Day	30506 whiteoak	Fix water leak	Vacc Truck	Water
9/30/2024 15:42:06	Jordan Cummins, Foreman	Regular Work Day	City	Sweep curbs	Skid Steer	Roads
9/30/2024 16:03:51	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/30/2024 16:04:49	Jordan Cummins, Foreman, Tim VanH	Regular Work Day	Lions park	Put up cameras	Dodge Pick Up	Parks
9/30/2024 16:06:01	Jordan Cummins, Foreman, Tim VanH	Regular Work Day	Apple tree apartments	Locate water service& check for leak	Dodge Pick Up	Water
9/30/2024 16:09:31	Jordan Cummins, Foreman, Tim VanH	Regular Work Day	531 division	Re-read	Dodge Pick Up	Water
9/30/2024 16:10:00	Jordan Cummins, Foreman, Tim VanH	Regular Work Day	605 hamilton	Re-read	Dodge Pick Up	Water
9/30/2024 16:10:23	Jordan Cummins, Foreman, Tim VanH	Regular Work Day	614 Alexander	Re-read	Dodge Pick Up	Water
9/30/2024 16:10:58	Jordan Cummins, Foreman, Tim VanH	Regular Work Day	833 Washington	Re-read	Dodge Pick Up	Water
9/30/2024 16:11:21	Jordan Cummins, Foreman, Tim VanH	Regular Work Day	911 black river	Re-read	Dodge Pick Up	Water
9/30/2024 16:11:45	Jordan Cummins, Foreman, Tim VanH	Regular Work Day	410 Morrison	Re-read	Dodge Pick Up	Water

Timestamp	Employee	Work Category	Location	Describe Work Done	Equipment used	Department
9/30/2024 16:12:16	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	412 cherry	Re-read	Dodge Pick Up	Water
9/30/2024 16:12:41	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	102 Morrison	Re-read	Dodge Pick Up	Water
9/30/2024 16:13:08	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	513 west Douglass	Re-read	Dodge Pick Up	Water
9/30/2024 16:13:30	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	215 hamilton	Re-read	Dodge Pick Up	Water
9/30/2024 16:13:53	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	411 union	Re-read	Dodge Pick Up	Water
9/30/2024 16:14:16	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	320 division	Re-read	Dodge Pick Up	Water
9/30/2024 16:14:37	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	305 n walnut	Re-read	Dodge Pick Up	Water
9/30/2024 16:14:58	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	111 Charles	Re-read	Dodge Pick Up	Water
9/30/2024 16:15:19	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	108 east Arlington	Re-read	Dodge Pick Up	Water
9/30/2024 16:15:41	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	10 east Douglass	Re-read	Dodge Pick Up	Water
9/30/2024 16:16:04	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	253 west Douglass	Re-read	Dodge Pick Up	Water
9/30/2024 16:16:22	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	908 3rd	Re-read	Dodge Pick Up	Water
9/30/2024 16:16:43	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	612 north	Re-read	Dodge Pick Up	Water
9/30/2024 16:17:03	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	229 north	Re-read	Dodge Pick Up	Water
9/30/2024 16:17:25	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	1025 2nd apt D	Re-read	Dodge Pick Up	Water
9/30/2024 16:17:47	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	122 bangor	Re-read	Dodge Pick Up	Water
9/30/2024 16:18:09	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	1113 north center	Re-read	Dodge Pick Up	Water
9/30/2024 16:18:32	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	18 bangor	Re-read	Dodge Pick Up	Water
9/30/2024 16:18:50	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	12 main	Re-read	Dodge Pick Up	Water
9/30/2024 16:19:13	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	133 wheeling	Re-read	Dodge Pick Up	Water
9/30/2024 16:19:59	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/30/2024 16:20:49	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	Kiwanis park	Finish roof on pavilion	Dodge Pick Up	Parks
9/30/2024 16:21:40	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	Cemetery	Dig footings	Dodge Pick Up	Cemetery
9/30/2024 16:22:10	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/30/2024 16:22:54	Jordan Cummins, Foreman	Regular Work Day	City	Read meter book 1	Dodge Pick Up	Water
9/30/2024 16:24:02	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	Cemetery	Dig footings	Dodge Pick Up	Cemetery
9/30/2024 16:25:03	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/30/2024 16:25:46	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	City	Flush hydrants	Dodge Pick Up	Water
9/30/2024 16:26:38	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/30/2024 16:27:29	Jordan Cummins, Foreman	Regular Work Day	City	Clean curbs	Leaf vacc truck	Roads
9/30/2024 16:28:52	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	Lions park	Clear northwest side of river from overgrown trees,bushes,weeds	Skid Steer	Parks
9/30/2024 16:30:10	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/30/2024 16:31:12	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	Dpw	Clean shop	Water hose,broom	DPW Shop
9/30/2024 16:32:10	Jordan Cummins, Foreman, Tim VanHi	On Call (After Hours)	City parking	Paint lines	Dodge Pick Up	Roads
9/30/2024 16:32:52	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/30/2024 16:34:46	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	North st(dales place)	Put water tap in and covered it all up	Vacc Truck, Dump Truck, Skid Steer	Water
9/30/2024 16:35:23	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	City	Flush hydrants	Dodge Pick Up	Water
9/30/2024 16:37:32	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	Kiwanis park	Worked on pavilion roof	Dodge Pick Up	Parks
9/30/2024 16:37:53	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/30/2024 16:38:37	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/30/2024 16:39:29	Jordan Cummins, Foreman	Regular Work Day	Cemetery	Dig grave	Dodge Pick Up	Cemetery
9/30/2024 16:40:26	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	Kiwanis park	Worked on roof	Dodge Pick Up	Parks
9/30/2024 16:40:59	Jordan Cummins, Foreman	Regular Work Day	City	Sewer book	Dodge Pick Up	Sewer
9/30/2024 16:41:57	Jordan Cummins, Foreman, Tim VanHi	Regular Work Day	Kiwanis park	Worked on roof of pavilion	Dodge Pick Up	Parks
9/30/2024 16:42:55	Jordan Cummins, Foreman	Regular Work Day	Dpw	Replace battery In leaf vacc truck	Dodge Pick Up	DPW Shop



Bangor Police Department

City of Bangor Statistics

September 2024



Total Calls, Traffic Stops & Events Sept	215	Police Calls for Service - Septem	155
YTD Total Calls, Traffic Stops & Events	2,230	YTD Calls for Service	1,441
Animal Issue	15	<u>Traffic Stops & Tickets</u>	
Abandoned vehicles	2		
Arrest for Traffic Violation	2	Traffic Stops	60
Assault	10	Tickets Issued	33
Assist Other Agency	9	Monthly Ticket Percentage Rate	55%
Background Investigation	1		
BOLO	9		
Civil Dispute	2		
CCW	0	YTD Traffic Stops	789
CSC	2	YTD Tickets Issued	410
Disorderly	1	YTD Ticket Percentage Rate	56%
Drugs	1		
False Alarm	3	Ordinance Tickets	
Fire structure	0		
Found property	2	Parking violations tickets	2
Fraud	1		
General Assist	21	<u>Department/Officer Training</u>	
Harrassment	2	Human Trafficking	
Juvenile Trouble	5		
Larceny	3	Lobby Visits	NA
MDOP	2		
Medical Assist	14	Phone Calls	16
Obstructing Justice / Police	13	Revenue from citations	\$842
Ordinance	12		
Suspicious Situation	8		
Trespassing	4		
Vehicle Accidents	4		
Welfare check	7		



2024

INCIDENTS LOGGED IN BOOK

	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	Total
Leonard	23	41	23	15	28	18	23	26	10				
Kendregan	58	40	24	52	44	32	30	19	24				
Mata	14	16	23	21	24	26	41	26	22				
Morang	10	13	17	19	18	46	43	37	36				
Nelson	35	25	41	38	54	45	47	49	48				
Weber	5	5	2	3	3	4	2	5	2				
Drake	0	0	0	0	0	0	0	35	13				
TOTAL	145	140	130	148	171	171	186	197	155				

STATE TICKETS

	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	Total
Leonard	8	15	8	7	14	8	19	10	4				
Kendregan	10	11	7	22	16	27	23	10	7				
Mata	2	3	1	4	2	4	3	2	3				
Morang	4	4	5	3	6	13	13	10	9				
Nelson	7	5	7	9	17	14	15	8	10				
Drake	0	0	0	0	0	0	0	0	0				
TOTAL	31	38	28	45	55	66	73	38	33				

ORDINANCE TICKETS

	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	Total
Leonard	0	0	0	1	0	0	0	0	0				
Kendregan	0	0	0	0	0	0	0	0	0				
Mata	0	0	0	0	0	0	0	0	0				
Morang	0	0	0	0	0	0	0	0	0				
Drake	0	0	0	0	0	0	0						
Nelson	0	0	0	0	0	0	0	0	0				

PARKING TICKETS

	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec	Total
Leonard	0	0	0	0	0	0	0	1	1				
Kendregan	0	0	0	0	1	0	0	0	0				
Mata	0	1	0	0	0	1	0	0	0				
Morang	0	0	0	0	0	0	0	0	0				
Nelson	3	1	0	0	2	2	1	2	1				
Weber	1	0	0	0	0	0	0	0	0				
Drake	0	0	0	0	0	0	0	0	0				
TOTAL	4	2	0	0	3	3	1	03	2				

Clerk’s Office Motto: Preserving Bangor’s past while promoting its future.

Clerk’s Office Mission: The mission of the City Clerk’s Office is to continually expand and improve communications and information delivery to our citizens; to meet the challenges of tomorrow with moral and ethical principles; to manage and preserve the official records of the City; to support the needs and requirements of the City Council; to administer all Elections held in the City; and to provide these services in a manner that is high quality, efficient, fair, and courteous; and maintain excellence in the area of records management and grow into current technology.

CURRENT ACCOMPLISHMENTS

- Commercial grade steel exterior doors were installed on the council chambers entrance and exit door. One door was upgraded to be a push bar exit door. This is crucial for safety reasons. This project was completed by using the \$11K awarded grant money recently received for election security. Handicap push buttons will be installed before the November 2024 Election. There will be one on each entrance door (front and interior front) as well as the exit door in the council room.

HAPPENING NOW

- November 2024 Election
- Codification of Current Ordinances and Policies with CivicPlus
- Ongoing - Website/Facebook/Nixle Alerts

LOOKING AHEAD

- December 23 – January 3, Vacation to Arizona
- March 2025 MAMC Clerks Institute Year Two
- May 2025 Election
- Ongoing organization of City Hall documents, policies and procedures

TRAINING/MEETINGS

- Early Voting Public Accuracy test Wednesday 10/09/24
- Zoom 4 Hour Election Security
- Ongoing Elections training
- Department Head City Hall Weekly Meeting
- Professional Development Day with City Manager and Department Heads
- Zoom Election seminar on USPS Election Mailing Handling

NETWORKING

- Member of MAMC (*Michigan Associate of Municipal Clerks*)
- **Van Buren County Clerk’s Group** (*In Person and Chat*)
- Civic Roundtable (*Online Forum to assist with Elections*)

GOALS

- Graduate from Clerks Institute (*Three (3) Weeks total/Three Year Program*)
- MiPMC accreditation in March 2026
- Educate and reach more residents regarding City Hall services and community events
- Welcome packets for new residents/Assistance packets for existing residents in need

Memo

City of Bangor

To: Mayor Farmer
City Manager Weber
Mayor Pro-Tem Martinez – Serratos
Councilmember Uplinger
Councilmember McCrumb
Councilmember Rivers
Councilmember Muenzer
Councilmember Garcia

From: Stephenie Cagle, Treasurer

cc: N/A

Date: 10/15/2024

Re: City Council Meeting 10/21/2024

*Act 51 funds (MDOT) are received **monthly**
*State Revenue Share funds are received **bi-monthly**
*Real and Personal Property Taxes are collected **July 1 to February 28**
City Operating millage is collected on the **Summer Taxes (beginning July 1)
Road and Cemetery millages are collected on the **Winter Taxes (beginning December 1)

As of 10/15/2024, the bank balances are:

General Checking Account:	\$	857,648.63
Roads Checking Account:	\$	664,252.02
Trust and Agency (Taxes):	\$	175,882.55
General Savings Account:	\$	7,645.19
MiClass	\$	514,567.10
Total All Accounts	\$	2,219,995.49

Bank Balances



Fund 203 – Local Roads			
	<i>Projected Revenue:</i>		\$ 160,000.00
	<i>Projected Expenditures</i>		\$ 185,188.00
	<i>YTD Revenues:</i>		\$ 102,103.56
	<i>YTD Expenditures:</i>		\$ 22,953.28
172	Expenses - City Manager	\$ 1,298.00	
446	Expenses - Construction	\$ -	
447	Expenses - Admin. & Engineering	\$ 600.00	
463	Expenses - Routine Maintenance	\$ 21,026.28	
474	Expenses - Traffic Services	\$ -	
478	Expenses - Winter Maint. Fund	\$ 29.00	
Fund 207 - Police Bldg Maint			
	<i>Projected Revenue:</i>		\$ 36,000.00
	<i>Projected Expenditures</i>		\$ 36,000.00
	<i>YTD Revenues:</i>		\$ 21,113.23
	<i>YTD Expenditures:</i>		\$ 8,334.00
Fund 209 – Cemetery			
	<i>Projected Revenue:</i>		\$ 15,000.00
	<i>Projected Expenditures</i>		\$ 15,000.00
	<i>YTD Revenues:</i>		\$ 2,240.32
	<i>YTD Expenditures:</i>		\$ 8,000.00
Fund 264 - MCOLES Training			
	<i>Projected Revenue:</i>		\$ -
	<i>Projected Expenditures</i>		\$ -
	<i>YTD Revenues:</i>		\$ -
	<i>YTD Expenditures:</i>		\$ -
Fund 271 - Library Maint			
	<i>Projected Revenue:</i>		\$ 4,000.00
	<i>Projected Expenditures</i>		\$ 4,000.00
	<i>YTD Revenues:</i>		\$ -
	<i>YTD Expenditures:</i>		\$ 13,000.00
Fund 590 – Sewer			
	<i>Projected Revenue:</i>		\$ 563,000.00
	<i>Projected Expenditures</i>		\$ 545,350.00
	<i>YTD Revenues:</i>		\$ 153,009.49
	<i>YTD Expenditures:</i>		\$ 75,653.39

Fund 591 - Water			
<i>Projected Revenue:</i>			\$ 633,000.00
<i>Projected Expenditures</i>			\$ 375,850.00
<i>YTD Revenues:</i>			\$ 167,712.72
<i>YTD Expenditures:</i>			\$ 111,074.93
Fund 661 – Motor Pool			
<i>Projected Revenue:</i>			\$ 276,000.00
<i>Projected Expenditures</i>			\$ 209,702.00
<i>YTD Revenues:</i>			\$ -
<i>YTD Expenditures:</i>			\$ 95,536.54
Total All Funds			
<i>Projected Revenue:</i>			\$ 3,262,400.00
<i>Projected Expenditures</i>			\$ 3,043,456.00
<i>YTD Revenues:</i>			\$ 1,316,479.55
<i>YTD Expenditures:</i>			\$ 755,411.83

Fund Balances

***Fund balances are a combination of cash and assets.

Fund 101 – General			\$	778,255.23
Fund 202 – Major Roads			\$	262,515.72
Fund 203 – Local Roads			\$	78,229.81
Fund 207 - Police Bldg Maintenance			\$	87,051.37
Fund 209 – Cemetery			\$	2,520.04
Fund 264 - MCOLES Police Training			\$	3,000.00
Fund 271 - Library Maintenance			\$	75,481.28
Fund 590 – Sewer			\$	4,454,551.97
Fund 591 - Water			\$	655,740.22
Fund 661 – Motor Pool			\$	90,072.80
Total All Funds			\$	6,487,418.44

➡ A **fund balance** represents the difference between the **assets** (cash, receivables, etc.) and **liabilities** (debts, obligations) in a government fund. The fund balance is crucial because it reflects the financial health of each fund such as the general fund, water fund, or special revenue funds-and determines the city's ability to cover expenses, emergencies, or unforeseen events.

➡ Fund balances are a critical part of managing the city's finances responsibly. They provide flexibility, stability, and security for the City. By understanding the different types of fund balances and their role, the City Council can make better-informed decisions to ensure the city's long-term financial health and ability provide services to residents.

Cemetery Report for the month of September 23, 2024

The Cemetery Committee met on September 23, 2024 at the Bangor Fire Station.

Cemetery Cleaning Day for September 21, 2024 was discussed. We had 29 people present to clean and straighten graves. We completed 3/4 of Section #3.

The Amended By Laws for the cemetery Committee were presented and adopted.

Discussion was had on how long the stick flags placed on the Veteran's graves should remain on the graves. It was decided that they should be placed on the graves 2 weeks before Memorial Day and be picked up the 2nd week of July. That will save on the amount of replacement flags needed each year.

The wreaths that are placed on the Veteran's memorial's in the cemetery will be redone by Sarah Mock.

The need for 3 sprayers to be repaired or replaced for next year was discussed. They will be taken to Lander's hardware to see if they can be repaired.

A new 5 gallon pail of descale Ultra used to clean the graves will have to be purchased in the Spring.

Steve Lowder reported that we had numerous burials. That foundations will be poured in the coming weeks, the flowers for summer will be removed from the graves and that he will work with Bob Emmert as to when to turn the water off. Bob is still power washing many graves.

Discussion also came up about the Back flow Preventer. It was the committees decision that this should be put in by the City not the Cemetery Committee.

The Eagle Scout project of documenting the photos of graves in the cemetery will be completed.

Discussion was had on how and when we would like to continue the paving of the main road in the cemetery.

The committee's next meeting will be in April of 2025.

Respectfully submitted by LynneM. Farmer, Chairperson of the Cemetery Committee



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 Shelly Umbanhowar

To: City Council
From: City Manager Weber
Subject: EDC Meeting Report
Date: 10/16/2024

City Council,

The EDC met on September 19th, 2024 at Bangor City Hall.

The EDC discussed the lawsuit filed for engineering fees. Abonmarche presented updated figures for the Industrial Park Water Loop at \$1.7 million. EDC would like to see the costs of the project divided between the EDC, Bangor Township, and the City of Bangor Water Department. Staff from Marcellus Metalcasters, who operate out of the former Bangor Plastics building, attended to listen about the benefits of joining the EDC.

The EDC accepted the formal resignations of members Mark Hills and Cole Vande Velde from the EDC. The EDC approved appointing Ron Henry and Kirk Doroh to the vacant seats. The EDC adjourned at 8:45pm.

Respectfully,

Justin Weber

City Manager
City of Bangor



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 Shelly Umbanhowar

To: City Council
From: City Manager Weber
Subject: City Attorney Position
Date: 10/15/2024

City Council,

The city has gone through the proposal process for hiring a city attorney. The below is a recap of the process.

Request for proposals was posted on the city's website on June 24th, 2024.

Requests for proposals remained active until July 29th, 2024.

Proposal from Nick Curcio was reviewed on August 12th, 2024.

Zoom interview with City Manager, Clerk, and Treasurer on August 21st, 2024.

Reference checks were all positive.

In-person council interview on October 7th, 2024.

I recommend the council discuss the city attorney position and applicant Nick Curcio's proposal and interview. The Council should decide whether to go forward with hiring Nick Curcio to represent the City of Bangor.

Special areas to consider:

If the city attorney is to continue representing the Bangor Housing Commission, Nick Curcio does not have experience representing a housing commission. If the council decides not to hire Nick Curcio, the council shall decide how to move forward. City Attorney Graham has submitted a resignation, but through speaking with him, I believe he would withdraw his resignation if requested by the council to do so. Or the council shall start the request for proposal process over again.

Respectfully,

Justin Weber

City Manager
City of Bangor

**CITY OF BANGOR
Van Buren County, Michigan**

**APPLICATION FOR MEDICAL MARIHUANA FACILITY and/or
ADULT USE (REC) MARIHUANA ESTABLISHMENT IN CITY OF BANGOR
INITIAL APPLICATION AND/OR RENEWAL APPLICATION**

APPLICATIONS FOR MEDICAL MARIHUANA FACILITIES - ACCEPTED ON 3/1/18 OR AFTER

**APPLICATIONS FOR ADULT USE (REC) MARIHUANA EVENT ORGANIZERS AND/OR TEMPORARY
MARIHUANA EVENTS - ACCEPTED ON 2/15/20 OR AFTER**

RENEWAL APPLICATION ACCEPTED 60 DAYS PRIOR TO LICENSE RENEWAL DATE

Important Notice to Applicants for Medical Marihuana Facility or Facilities: *This initial application is to request conditional approval to operate a medical marihuana facility in the City of Bangor. A conditionally-approved application and the City's Medical Marihuana Facilities Ordinances (Ordinances 284 and 285) may be used as part of a submittal to the State of Michigan for a medical marihuana facility (or facilities) license (or licenses) but does not confer authority to operate a particular facility or facilities at any particular location in the City. All state-approved facilities are subject to the provisions of City of Bangor Ordinance Numbers 284 and 285 (Medical Marihuana Facilities Ordinances) and must obtain all required approval, including zoning approval, prior to operation of a facility or facilities within the City.*

Important Notice to Applicants for Adult Use (Recreational) Marihuana Event Organizers and/or Temporary Marihuana Events: *This initial application is to request conditional approval to operate an adult use (recreational) marihuana event organizer and/or temporary marihuana event in the City of Bangor. A conditionally-approved application and the City's Recreational (Adult Use) Marihuana Event Organizer and Temporary Marihuana Event License Ordinance (Ordinance 289) may be used as part of a submittal to the State of Michigan for a adult use (recreational) marihuana establishment license (or licenses) but does not confer authority to operate a particular establishment at any particular location in the City. All state-approved establishments are subject to the provisions of City of Bangor Ordinance Number 289 and must obtain all required City, county, state and federal approvals, including zoning approval, prior to operation of a marihuana event organizer and/or temporary marihuana event within the City.*

TYPE OF APPLICATION – check all that apply

- INITIAL APPLICATION MEDICAL MARIHUANA FACILITY/FACILITIES
- INITIAL APPLICATION RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENT
- RENEWAL APPLICATION MEDICAL MARIHUANA FACILITY
- RENEWAL APPLICATION RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENT

Name Street Address City/State/Zip Code Telephone #

1) **APPLICANT** Breedsville Provision Center, LLC 77 East Main St Breedsville MI 49027

Other numbers: Land Line: 269-427-2200 Cell: 609-658-9503 Fax: _____

Email address: hana@higherbreed.io or info@higherbreed.io

2) **IS APPLICANT AN** (check one); Individual Corporation D/B/A
 Other/Specify: _____

IF A CORPORATION OR DBA, name and address of registered agent for service of process:

BPC is an LLC, DBA Higher Breed. RA: Marcus Baldori baldorim@gmail.com 2719 Mt Hope Rd Okemos MI 48864

3) TYPE OF MEDICAL MARIHUANA FACILITY APPLYING FOR – check all that apply

- Grower Class A B C * Must be in Industrial Zoning District – Industrial Park
- Processor * Must be in Industrial Zoning District – Industrial Park
- Safety Compliance Facility * Must be in Industrial Zoning District – Industrial Park
- Secure Transporter * Must be in Industrial Zoning District – Industrial Park
- Provisioning Center * May be in B-1 zoning district, with special use approval

4) TYPE OF RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENTS APPLYING FOR – check all that apply

- Temporary Marihuana Event - must comply with zoning regulations
- Marihuana Event Organizer - must comply with zoning regulations

5) PROPERTY INFO (If applicant has a particular location in mind, please indicate the following details):

Street Address: 131 W Monroe St, Bangor, MI 49013 Tax Parcel #: 80-54-602-004-00
Deed Restrictions on Property (Check one): Yes No Acreage: .14 ac (6292 sq ft)
The property for the medical marijuana facility and/or recreational marihuana establishment is zoned:

Note, applicant is not required to identify a particular property or properties for purposes of making this application. All conditional licenses authorized by this application are only for the purpose of providing a submittal to the State of Michigan and does not confer any right to use of any particular property within the City for any type of facility or establishment. All medical marihuana facilities and/or adult use temporary events and/or marihuana event organizers are subject to all City ordinances and regulations, including zoning regulations.

5) SUBMIT \$5,000 nonrefundable application fee with this application.

6) AFFIDAVIT: I (we) the undersigned affirm that the foregoing answers, statements, and information, and any attachments, are in all respects true and correct to the best of my (our) knowledge and belief. I, the undersigned, understand that this application is for conditional approval to operate a medical marihuana facility and/or recreational (adult use) marihuana temporary event and/or marihuana event organizer within the City of Bangor and that a conditionally-approved City application may be used as part of an application to the State of Michigan for a Medical Marihuana Facility and/or Recreational (Adult Use) Temporary Marihuana Event and/or Marihuana Event Organizer to be operated within the City..

I, the undersigned, understand that if I am conditionally-authorized by the City of Bangor but my application to the State of Michigan for a state operating license is denied, that the City Clerk and/or the City Manager will cancel the conditional authorization and I will forfeit the initial application fee.

I understand that if I receive a state operating license for a medical marihuana facility and/or recreational (adult use) Temporary Marihuana Event and/or Marihuana Event Organizer to be operated within the City of Bangor, that I will be required to submit a copy of my state operating license together, along with all other required county and state approvals, to the City of Bangor and that I will not be authorized to operate unless and until I receive zoning approval for the location and type of facility/establishment from the City of Bangor. I understand that I do not have the right to a particular location or zoning district by making this application. I understand that I will be required to submit a separate zoning application to the City of Bangor, together with an application fee and escrow amount, as applicable. I understand that any application and fee for zoning approval by the City of Bangor is separate from the initial or renewal application fee which I have paid to the City as part of this application.

I will not operate a medical marihuana facility and/or recreational (adult use) marihuana Temporary Marihuana Event and/or Marihuana Event Organizer within the City of Bangor unless and until I obtain a state license for the facility and/or establishment and until I have received approval for the location and site plan approval and/or special use approval as required by the City of Bangor Zoning Ordinance and associated ordinances and regulations..

Jim Waltz CEO



10/1/2024

Applicant Signature(s)

Date

Co-Applicant's Signature(s)

Date

SUBMITTAL INSTRUCTIONS AND FEES

This application must be returned with a payment (check) for the \$5,000 nonrefundable application fee to the following address:

City Clerk and/or City Manager Regina Hoover
City of Bangor
257 W. Monroe Street
Bangor, MI 49013

Telephone: 269-427-5831

Application fee check shall be made out to City of Bangor

City Use Only:

Application received by: _____

Date: _____

By: (initials) _____

() Application Fee Cash/Check No. _____

Application reviewed on: (date) _____

Application reviewed by: (initials) _____

**CONDITIONAL APPROVAL FOR MEDICAL MARIHUANA FACILITY LICENSE
AND/OR RECREATIONAL (ADULT USE) MARIHUANA TEMPORARY MARIHUANA EVENT
AND/OD MARIHUANA EVENT ORGANIZER LICENSE
OR RENEWAL OF LICENSE
IN CITY OF BANGOR, VAN BUREN COUNTY, MICHIGAN**

The City of Bangor, Van Buren County, Michigan, upon review of the within application and the City of Bangor and/or Recreational (Adult Use) Marihuana Temporary Marihuana Event and/or Marihuana Event Organizer Ordinance (Ordinance 289) hereby deems the within application to be administratively complete and/or hereby agrees the request to renew such license is administratively complete.

The application is for the following medical marihuana facilities proposed to be located in the City of Bangor, Van Buren County, Michigan:

- Grower Class A B C * Must be in Industrial Zoning District (Industrial Park)
- Processor * Must be in Industrial Zoning District (Industrial Park)
- Safety Compliance Facility * Must be in Industrial Zoning District (Industrial Park)
- Secure Transporter * Must be in Industrial Zoning District (Industrial Park)

The application is for the following recreational (adult use) marihuana establishments proposed to be located in the City of Bangor, Van Buren County, Michigan:

- Temporary Marihuana Event
- Marihuana Event Organizer

Name (licensee) _____

Location: _____

Date: _____

A copy of the City of Bangor's Medical Marihuana Facilities Ordinances (Ordinances 284 and 285) and the City's Recreational (Adult Use) Marihuana Event Organizer and Temporary Marihuana Event License Ordinance (Ordinance) is attached.

The City has authorized the following numbers and types of medical marihuana facilities to be operated in the City, subject to receipt of a state license and zoning approval for the same (if applicable): ___ total growers (A, B or C); ___ processors; _____ safety compliance facility; _____ secure transporters and ___ provisioning centers.

The City has authorized the following numbers and types of recreational (adult use) marihuana establishments to be operated in the City Township, subject to receipt of a state license and zoning approval for the same: not more than 2 temporary event licenses; not more than 2 marihuana event organizer licenses. The City does not authorize any other adult use establishments at this time.

In accordance with the City's Medical Marihuana Facilities Ordinances and/or Recreational (Adult Use) Marihuana Event Organizer and Temporary Marihuana Event License Ordinance, the City hereby grants conditional approval for operation of the identified facility and/or establishment within the City of Bangor or grants renewal for such license. A copy of this application and approval may be submitted to the State of Michigan to establish the availability of a license or licenses within the City of Bangor and does not confer zoning authority or any other approval upon the applicant.

CONDITIONAL APPROVAL FOR MEDICAL MARIHUANA FACILITY LICENSE:

Type:

Date:

Location (if any)

CONDITIONAL APPROVAL FOR RECREATIONAL (ADULT USE) MARIHUANA TEMPORARY EVENT AND/OR MARIHUANA EVENT ORGANIZER LICENSE:

Type:

Date:

Location (if any)

RENEWAL OF LICENSE:

Type:

Date:

Location (if any)

Dated: _____

_____, City Clerk

Attest: _____
Regina Hoover, City Manager

LEASE
133 W. Monroe Street, Bangor, MI 49013

THIS LEASE by and between BANGOR ASSOCIATES, LLC a Michigan limited liability company of 144 Dunkley Ave, #11, South Haven, Michigan 49090, or such other address provided in writing to Tenant ("Landlord") and BREEDSVILLE PROVISION CENTER, LLC, a Michigan limited liability company of 77 EAST MAIN STREET, BREEDSVILLE, MI 49027 ("Tenant").

BACKGROUND

Landlord is the owner of real property located at 133 W. Monroe St, Bangor, MI 49013, legally described on Exhibit A attached (the "Premises").

Tenant wants to lease the Premises from Landlord and Landlord wants to lease the Premises to Tenant for the term, and upon the conditions of this Lease.

TERMS AND CONDITIONS

1. **AGREEMENT**. Landlord leases to Tenant and Tenant leases from Landlord the Premises upon these Terms and Conditions (the "Lease").
2. **TERM OF LEASE**. The initial term of this Lease will commence on September 15, 2024 (the "Commencement Date") and shall terminate on the fourteenth (14th) day of the month that is 84 months after the Commencement Date (the "Term").
3. **RENEWAL TERMS**. Provided that Tenant is not in default Tenant shall have the option to extend the Term of this Lease for up to two (2) additional periods of five (5) years each (each a "Renewal Term") to be exercisable upon at least one hundred eighty (180) days advance written notice to Landlord prior to the expiration of the then existing Term or Renewal Term. A Renewal Term shall be upon the same terms and conditions as in this Lease, except that Base Rent shall be increased over the immediately preceding Base Rent at the beginning of each Renewal Term consistent with the annual increases described in Section 3(a).
4. **RENT**.
 - (a) Annual base rent ("Base Rent") during the first twelve months beginning on the Commencement Date shall be Fifty-Four Thousand Dollars (\$54,000.00) payable in equal monthly installments of Four Thousand Five Hundred Dollars (\$4,500.00) per month, due on the fifteenth day of each month during the Term. Base Rent for each subsequent twelve-month period shall be increased by the greater of Three (3%) percent or the annual cost of living increase as described in Exhibit B.
 - (b) Additional Rent shall include the amount of Landlord's insurance

premiums for insurance required under this Lease as well as Property Taxes assessed against the Premises and applicable to the Term and, except as otherwise specifically set forth in this Lease, all other costs, charges, obligations, and expenses of or related to the Premises, including amounts reasonably incurred by Landlord to cure any default by Tenant hereunder. Landlord shall, as due, make all payments of Property Taxes assessed against the Premises during the entire term hereof. Reimbursement of Additional Rent due from Tenant shall be payable to Landlord in equal monthly installments with the Base Rent payment, beginning on the Commencement Date of this Lease and continuing on the first day of each month for the balance of the term, and shall be based upon the prior year's Property Taxes but shall be adjusted annually for the actual amount due for the current year. Any additional sums owed by Tenant to Landlord because of such adjustment shall be due with the next succeeding month's Rent.

- (c) Base Rent plus Additional Rent are collectively "Rent".
- (d) For the purposes of this section, "Property Taxes" shall mean all real property taxes, occupancy taxes, and installments of general and special assessments upon the Premises or any part thereof that are due and payable during the Term which may be imposed by any governmental authority or agency, but shall not include any net income, franchise, capital stock, estate or inheritance taxes. Tenant reserves the right to contest in good faith any such taxes, assessments, or charges at its sole cost and expense; provided, that Tenant shall (i) give Landlord written notice of any such intention of at least ten (10) business days prior to exercising any such rights; and (ii) indemnify and hold Landlord harmless from all liability on account of such contest. Landlord shall not be required to join in any proceeding or contest brought by Tenant unless the provisions of the law require that the proceeding or contest be brought by or in the name of Landlord or the owner of the Premises. In that case, Landlord shall join in the proceeding or contest or permit it to be brought in Landlord's name, provided Landlord shall not be required to bear any cost or expense, including attorney fees.
- (e) If Tenant fails to pay Rent when due, and such failure continues for five (5) days after receipt of written notice from Landlord (except that such written notice shall only be required-once per Lease Year) such non-payment shall constitute a default under this Lease. In such event, Tenant shall be subject to a late payment charge in the amount of 10% of the then current monthly Rent for each month or portion of month that the payment remains unpaid, and Tenant shall be liable for interest on any other

amount(s) outstanding at the lower of 18% or the maximum rate of interest allowable by law.

- (f) Tenant shall be responsible for payment of any and all personal property taxes assessed against Tenant's furniture, trade fixtures, equipment and other personal property.

5. **USE OF PREMISES.** The Premises are to be used by the Tenant as and for the retail sale of cannabis and related products and any other ancillary use provided that such use(s) shall be in accordance with applicable law, or for any other lawful purpose with Landlord's prior consent, not to be unreasonably withheld. Tenant shall materially comply with, at its sole cost, all laws, ordinances, orders, legal requirements, standards, and regulations of any lawful authority having jurisdiction over the Premises or the requirements of any insurer providing coverage to the Premises. Tenant shall not make or allow to be made any use of the Premises which is unlawful.
6. **UTILITIES.** Tenant shall maintain in its own name and shall timely pay all utilities that Tenant uses at the Premises together with all charges for installation, termination, and relocations of such services. Tenant shall incur no such billing in the name of Landlord.
7. **SIGNS.** Tenant may install reasonable signage on the Premises, provided that any such signage shall conform to all applicable laws and ordinances. Tenant shall be responsible for the proper maintenance of the signage throughout the term of this Lease.
8. **CARE, MAINTENANCE, AND REPAIRS.** Tenant, at its expense, shall maintain in good condition and repair the structural aspects of the Premises, and shall make all necessary repairs, replacements, maintenance, alterations and improvements on the interior and exterior of and any equipment servicing the Premises, and shall keep and maintain the Premises in a clean and orderly condition.
9. **ALTERATIONS, MODIFICATIONS AND SURRENDER OF PREMISES AT TERMINATION OF LEASE.** Tenant shall not make any structural alterations or modifications to the Premises without the prior written approval of the Landlord, which approval shall not be unreasonably withheld. Tenant may install or replace equipment, lighting, or furnishings within the Premises at its sole cost and expense. Any alterations and improvements shall become the property of Landlord at the termination of this Lease. All alterations or additions shall be made in compliance with building codes, ordinances, laws and regulations applicable to the Premises in good and workmanlike manner by duly qualified and licensed persons or entities, using first grade materials. Landlord agrees to execute all documents reasonably required to obtain required building permits, provided they do not impose any liability on Landlord. Tenant shall keep the Premises free and clear of all mechanics', materialmen and professional service liens. If, because of any act or omission (or alleged act or omission) of Tenant, any mechanics', materialmen's, professional service or other lien, charge or order for the payment of money shall be filed or recorded against the Premises or against Landlord, Tenant shall, at its own expense, cause the same to be canceled or discharged of record within thirty (30) days after

Tenant has received written notice of its filing, or Tenant may, within said thirty (30) day period, furnish to Landlord, a bond satisfactory to Landlord, against the lien, charge or order, in which case Tenant shall have the right to contest, in good faith, the validity or amount of the lien. At the expiration of this Lease, Tenant shall peaceably and quietly surrender the Premises to Landlord in a broom-clean and sanitary condition, free of refuse and personal property, with all building systems, including the security, heating, ventilating, air conditioning and evaporative cooling systems and all lights, light bulbs or tubes and light ballasts in good working order, condition and repair, and in at least the same general condition as after Tenant's remodeling following the commencement of this Lease, ordinary wear and tear and damage by casualty excepted, free and clear of all liens and encumbrances.

~~10.~~ **INDEMNIFICATION.** Subject to the waivers in Section 10 below, Tenant agrees to indemnify and hold Landlord and its officers, members and agents, harmless from any and all claims, demands, suits, and causes of action which may arise or grow out of the use and/or occupancy of the Premises including, but not limited to, any intentional or negligent act or omission by the Tenant, its agents, employees, servants, invitees, or licensees.

11. **TENANT'S INSURANCE.** Tenant, at its sole cost, agrees that it will procure and keep in full force throughout the term hereof, at a minimum, the following types and amounts of insurance:

(a)

Liability Insurance: Commercial General Liability Insurance, covering Tenant's use of or occupancy of the Premises against claims for bodily injury or death or property damage, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$2,000,000 per occurrence/\$2,000,000 aggregate for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(b) Casualty Insurance: So called "Special Form" Fire and Extended Coverage for replacement cost of Tenant's personal property located on the Premises, including any trade fixtures, furniture, equipment, and furnishings. The insurance must include coverage for loss of profits or business income and reimbursement for extra expenses incurred as the result of damage or destruction to all or a part of the Premises.

(c) Worker's Compensation Insurance: Worker's Compensation insurance in amounts required by applicable Laws.

(d) Any additional insurance coverages required by law.

12. **LANDLORD'S INSURANCE.** Landlord, subject to reimbursement by Tenant as Additional Rent will procure and keep in full force throughout the term hereof, at a minimum, the following

types and amounts of insurance:

- (a) Casualty Insurance: So called "Special Form" Fire and Extended Coverage for 100% of replacement cost of all buildings now or in the future located on the Premises; and
- (b) Liability Insurance: Commercial General Liability Insurance, covering Landlord's activities on the Premises against claims for bodily injury or death or property damage, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

13. GENERAL INSURANCE PROVISIONS.

- (a) All insurance policies that Tenant is required to maintain must be written by carriers who are authorized to write insurance in Michigan and have an AM Best Company rating of not less than A-VIII. Any commercial general liability policy that Tenant is required to maintain will (i) name Landlord as an additional insured; (ii) be endorsed to provide that it will not be canceled or materially changed for any reason except on 30 days' prior written notice to Landlord; (iii) provide coverage to Landlord whether or not the event giving rise to the claim is alleged to have been caused in whole or in part by the acts, omissions, or negligence of Landlord; (iv) all policies must be primary, with the policies of Landlord and Landlord's Mortgagees being excess, secondary, and noncontributing; and (v) Tenant shall reinstate any aggregate limit that is reduced because of losses paid to below 75 percent of the limit required by this Lease. If any policy that Tenant is required to maintain is written on a claims-made insurance form, each policy must have a retroactive date that is not later than the Commencement Date. Furthermore, if insurance coverage is written on a claims-made basis, Tenant's obligation to provide insurance will be extended for an additional period equal to the statute of limitations for such claims on the Termination Date, plus one year. Insurance may be provided in the form of blanket insurance policies covering properties in addition to the Premises or entities in addition to Tenant. All blanket policies must provide that the overall aggregate limit of liability that applies to Landlord or the Premises is independent from any overall or annual aggregate that applies to other entities or properties.
- (b) All insurance policies shall waive subrogation rights, if any, which the insurer may have against the other party. Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of

or damage to its property or the property of others under its control, to the extent such loss or damage is covered, or required under this Lease to be covered, by insurance at the time of such loss or damage. The effect of such releases and waivers does not apply to liability for any deductibles applicable thereto. Tenant agrees to give Landlord a minimum of thirty (30) days written notice prior to any cancellation, non-renewal or change in scope or amount of coverage of any and all insurance policies required pursuant to this Lease. In the event that Tenant receives any notice of cancellation or change with respect to the parties, coverage, limits of liability or costs of insurance from any such insurer, Tenant shall forward a copy of such notice to Landlord within five (5) business days of receipt thereof.

- (c) Landlord and Tenant may, at their option, bring its obligations to insure under this section within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement, or otherwise; provided, however, that the interest of Landlord or Tenant, as the case may be, shall thereby be as fully protected as it would be otherwise if this option to use blanket policies were not permitted.
- (d) Tenant shall, prior to the Commencement Date, deliver to Landlord a copy of such policy or policies, or certificate of insurance in the case of blanket coverage, together with satisfactory evidence that the policy will be in full force and effect on the Commencement Date.
- (e) If either party fails to maintain any of the above required insurance coverages, the other party may, upon reasonable notice and opportunity to cure, procure any or all of said insurance coverage, and pay the premium therefor, and if procured by Landlord, Tenant shall be liable to pay 125% of such premiums to Landlord immediately upon notice of payment thereof and failure to pay same shall be deemed a breach of the Tenant's covenant to pay rent hereunder.

14. **CONDEMNATION.** If all or such portion of the Premises so as, in the reasonable judgment of Tenant, to make the balance of the Premises untenable is condemned by eminent domain for any public or quasi public use or purpose or is transferred in avoidance of an exercise of the power of eminent domain (an "Appropriation"), then this Lease shall terminate as of the date that title vests in the condemning authority. All Rent shall be paid up to termination and Tenant shall have no further claim against Landlord nor against the condemning authority for the value of any unexpired term of the Lease, and Landlord shall be entitled to receive any and all proceeds awarded on account of such Appropriation. Tenant shall, however, have the right to receive compensation or damages for the unamortized cost, depreciated on a straight-line basis over the original term of this Lease, of its improvements, fixtures and removable personal property,

and Tenant shall be entitled to so-called "moving and relocation benefits," provided, however, that no such claims shall diminish Landlord's award. In the event of an Appropriation of a portion of the Premises which does not result in a termination of this Lease as provided above, the rent payable under this Lease shall be abated in the proportion which the portion of the Premises so taken bears to the total Premises immediately prior to the Appropriation. The entire award made by reason of any such partial Appropriation shall belong entirely to Landlord. Tenant waives any statutory or other right to terminate this Lease on account of any Appropriation of the Premises. Tenant waives any statute now or hereafter in effect which grants to Tenant the right to terminate a lease or provides for an abatement of rent on account of an Appropriation.

15. **INSOLVENCY**. If a receiver is appointed to take over the business for Tenant or if Tenant shall make a general assignment for the benefit of creditors or Tenant shall take or suffer any action under insolvency or bankruptcy, the same shall constitute a breach of this Lease by Tenant.
16. **DESTRUCTION OF PREMISES**. If the Premises are damaged or rendered partially untenable by fire or other casualty, Landlord shall, but only to the extent of available insurance proceeds, promptly repair or replace the Premises so that Tenant may continue in occupancy, and the Base Rent shall abate proportionately with the degree to which Tenant's occupancy of the Premises is impaired and not occupied, from the date of such damage or destruction until such repair is sufficiently complete so that Tenant can again occupy the Premises. Landlord shall have access to any insurance proceeds available by reason of such damage or destruction to the building. If such repair is reasonably anticipated to take longer than 180 days to complete or if the damage is such that Tenant is unable to conduct its business, Tenant shall have the option to terminate this Lease.
17. **HOLDING OVER**. Any holding over by Tenant after expiration of the Term or any Renewal Term shall be construed as a tenancy from month to month, subject to all the terms and conditions of this Lease and at 150% of the Base Rent effective as of the last month of the term expired, plus any Additional Rent. Either party may terminate such month-to-month tenancy by giving to the other thirty (30) days written notice of its intention to terminate. The provisions of this paragraph do not affect Landlord's right of reentry or of any rights of Landlord hereunder or as otherwise provided by law.
18. **SUBORDINATION**. Tenant agrees upon request of Landlord to subordinate this Lease and its rights hereunder to the lien of any mortgage or deed of trust charged against the Premises; provided however, that subordination of this Lease to any present or future mortgage or deed of trust shall be conditioned upon the holder of such mortgage or deed of trust agreeing that Tenant's occupancy of the Premises and other rights under this Lease shall not be disturbed by reason of the foreclosure of such mortgage or deed of trust, as the case may be, so long as Tenant is not in default under this Lease. Tenant shall execute such further assurances required or requested from time to time by Landlord, or a mortgagee.
19. **ASSIGNMENT AND SUB-LETTING**.

(a) This Lease may not be assigned, nor the Premises sublet without the written consent of the Landlord, in its sole discretion. If this Lease is assigned or the Premises sub-let, the Assignee or Sub-Tenant shall be bound by all its covenants, agreements and provisions and Tenant shall continue and remain bound for the fulfillment and performance of the terms and conditions of this Lease. In deciding whether to consent to a proposed assignment, Landlord may consider the financial viability of the proposed assignee, its operating history and any other matter that might impact its decision.

(b) If Tenant assigns this Lease or sublets part or all of the Premises in violation of this Section, the Base Rent shall increase Fifty (50%) percent.

(c) If Tenant sublets the Premises, or any part thereof, at a rental or for other consideration in excess of the Rent payable by Tenant, then Tenant shall pay to Landlord, as Additional Rent, one-half ($\frac{1}{2}$) of any such excess rental or other consideration.

(d) The transfer or acquisition of a majority of Tenant's equity, the merger with or acquisition of Tenant by a third party or any other form of take-over of control of Tenant's operations shall be considered an assignment under this Section.

20. REMEDIES OF LANDLORD UPON DEFAULT.

(a) Should Tenant fail to pay the Rent or any part thereof within five (5) days after receipt of written notice from Landlord that such payment has not been timely received (except that such notice shall only be required once per Lease Year), violate and fail to cure within fifteen (15) days of written notice from Landlord any other term or condition of this Lease (provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is such that it cannot reasonably be performed within fifteen (15) days, such default shall be deemed to have been timely cured if Tenant commences such performance within said fifteen-day period and thereafter diligently undertakes to complete the same after written notice from Landlord), abandon the Premises, file or have filed against it any proceeding under the Federal Bankruptcy laws or laws relating to creditors' rights of the State of Michigan, or be unable to pay its current debts, such events shall be deemed an "Event of Default" under the Lease.

(b) Upon the occurrence of an Event of Default, the Landlord shall have the right, at its option, i) to re-enter the Premises and terminate this Lease without reducing the remedies available to Landlord under this Lease or applicable law and such re-entry shall not bar the right of recovery for rent due prior to such termination, or damages for breach of this Lease (including without limitation, the present value of the excess, if any, of Base Rent due for the remainder of the then existing term, over the then existing fair market rent for such period); and ii) re-enter and take possession of the Premises without terminating this Lease, and (iii)

exercise any and all other rights and remedies as provided hereunder or at law or in equity or by statute, including the right to accelerate all Rent payable over the remaining Term, and/or to bring suit for the collection of Base Rent, Additional Rent, or any other charges payable or to become payable by Tenant to Landlord under this Lease. In no event shall the unexpired portion of the Term be an asset of the Tenant to be administered in any bankruptcy or insolvency proceedings on its behalf. The remedies of Landlord will be cumulative and no remedy of Landlord, whether or not exercised by Landlord, will be deemed to be to the exclusion of any other.

(c) Upon the occurrence of an Event of Default by Tenant, Landlord, in addition to any other rights and remedies which it may have, shall have the right to re-enter the Premises.

(d) Tenant shall reimburse Landlord at 125% for any reasonable and necessary costs and expenses incurred by Landlord in curing or resulting from an Event of Default.

21. **REMEDIES OF TENANT UPON DEFAULT.** Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of fifteen (15) days after written notice from Tenant (provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within fifteen (15) days, such default shall be deemed to have been timely cured if Landlord commences such performance within said fifteen-day period and thereafter diligently undertakes to complete the same). If Landlord is in default under this Lease beyond any applicable notice and cure periods, then in addition to, and not in lieu or reduction of Tenant's rights and remedies under this Lease or at law or in equity for that Landlord default, Tenant may (but shall not be obligated to) (i) pay any sum necessary to cause any obligation of Landlord under this Lease to be performed and deduct the cost thereof from the Rent and/or (ii) terminate this Lease.
22. **RIGHT OF ENTRY.** Landlord shall have the right to enter upon the Premises at reasonable times upon reasonable prior notice to the Tenant in order to inspect the Premises and exhibit the Premises to a prospective purchaser or tenant. Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's business activities and other use and occupancy of the Premises.
23. **QUIET ENJOYMENT.** Landlord covenants and agrees with Tenant that upon Tenant's paying the Rent and observing and performing all of the terms and conditions of this Lease, Tenant's peaceable and quiet enjoyment of the Premises shall not be disturbed by Landlord or any party claiming by, through, or under Landlord.
24. **NOTICES.** Notice or demand shall be deemed to have been duly given upon personal delivery or two (2) business days following placement in the custody of the United States Postal Service or recognized overnight carrier, postage prepaid, and addressed to the Landlord or

Tenant at their last known business address or one (1) business day after being sent electronically to either Landlord or Tenant at their last known electronic address.

25. **ATTORNEY'S FEES.** In the event it becomes necessary for either party to employ an attorney to enforce compliance of any of this Lease's terms and conditions, the non-prevailing party shall be liable for out of pocket costs, court costs and actual attorney's fees incurred by the prevailing party (collectively "Costs")..
26. **LAW APPLICABLE.** This Lease shall be construed and interpreted under and governed by the laws of the State of Michigan. If any provision or any part of this Lease shall be determined to be invalid, unenforceable or illegal, then such provision shall be deemed severed from this Lease and shall not affect the remaining provisions of this Lease.
27. **BINDING FUTURE PARTIES.** Each and all of the terms and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal and legal representatives, successors and assigns.
28. **BROKERAGE.** Landlord and Tenant each represent and warrant to the other that except for Elijah Simkins of Michigan Cannabis Properties, neither of them have entered into any agreement with any person, firm or corporation, or become indirectly a party to any such agreement, and that neither of them has taken any other action or is aware of any facts that could result in the assertion of any claim against the other party for the payment of any commission or brokerage or finder's fee in connection with the execution of this Lease.
29. **SECURITY DEPOSIT.** In addition to the first month's Rent, Tenant has deposited Four Thousand Five Hundred (\$4500.00) Dollars with Landlord (the "Security Deposit") to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or to the Breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within ten (10) days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within thirty (30) days of the later of (i) the termination of the Lease or (ii) Tenant's surrender of the Premises.
30. **ENTIRE AGREEMENT.** This Lease embodies the entire agreement between the parties and shall not be modified, changed or altered in any respect, except in writing duly signed by all parties.
31. **ESTOPPEL CERTIFICATE.** Upon commercially reasonable request (*e.g.*, sale or refinancing of the Property by Landlord, or a sale or refinancing by Tenant), and within ten (10) days after either party shall request the same, the non-requesting party will execute, acknowledge and deliver to the requesting party and to such other party(ies) as may be reasonably designated by the requesting party, a certificate with respect to such matters and in such form as may

be reasonably requested by such party and with respect to the terms of this Lease and/or the status of this Lease or the status of performance of obligations of the parties hereunder. In the event that the non-requesting party fails to provide such certificate within ten (10) days after request therefor, the non-requesting party shall be deemed to have approved the contents of any such certificate submitted by the requesting party, and the requesting party is hereby authorized to so certify, and the non-requesting party shall be deemed in default under this Lease.

32. **LIMITATION OF LIABILITY.** Anything contained in this Lease to the contrary notwithstanding, to the fullest extent permitted by law, Tenant agrees that it shall look solely to Landlord's interest in the Premises for the satisfaction of any judgment or decree requiring the payment of money by Landlord which is based on any default under this Lease. No other property or assets of Landlord, or any partner of, member of or investor in Landlord, shall be subject to levy, execution or other enforcement procedures for satisfaction of any such judgment or decree.

33. **ENVIRONMENTAL MATTERS.**

(a) **Hazardous Materials and Hazardous Waste.** For purposes of this Lease, the term "Hazardous Materials" means and includes any hazardous substance, pollutant or contaminant, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.* ("CERCLA"), and any petroleum and petroleum-related materials (including without limitation volatile organic compounds) placed or used on the Premises by and or on behalf of Tenant or Tenant's agents, employees, contractors, licensees or invitees. "Hazardous Waste" be construed as that term is defined by the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 *et seq.* ("RCRA") and any other federal, state or local law or regulation concerning hazardous, toxic or dangerous materials, substances or wastes. For purposes of this Lease, the term "Applicable Environmental Laws" means CERCLA, RCRA, and any other applicable federal, state or local law, rule, ordinance, regulation or order regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, hazardous substances, or Hazardous Waste.

(b) **Tenant's Environmental Operations.** Tenant's operations shall comply with the following requirements.

(i) Tenant shall not generate or store any Hazardous Waste at the Premises, and Tenant shall not commence the generation or storage of any Hazardous Waste within the Premises unless Tenant first requests and obtains the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord gives its consent, Tenant agrees to treat, store, handle, manage and dispose of all such Hazardous Wastes in accordance with all Environmental Laws and in such fashion as to avoid any release of Hazardous Materials or Hazardous Wastes on, under or about the Premises.

(ii) Notwithstanding any other provision of this Lease, the *de minimis* use and handling of hazardous substances and/or products containing hazardous substances (*i.e.*, Tenant's use of handling of such substances and/or products in quantities and in a manner consistent with normal consumer uses of similar products or materials) in or about the Premises by Tenant, or by its agents, employees, invitees, contractors, subtenants or assignees, shall be neither be deemed to require the advance approval of Landlord, nor to constitute a violation of the restrictions of this Lease. However, Tenant's operations with respect to all hazardous substances shall comply with all Applicable Environmental Laws and shall be conducted in such fashion as to avoid any release of such substances at, under, or about the Premises.

(iii) Tenant shall promptly notify Landlord of any spill or release occurring during the term of this Lease as a result of Tenant's operations, if such spill or release is a reportable event pursuant to Applicable Environmental Laws, of such Hazardous Materials, and any such spill or release shall be remediated in accordance with Applicable Environmental Laws by Tenant at Tenant's sole cost and expense. Upon Landlord's request during the Term of this Lease, Tenant shall provide Landlord with copies of any Material Safety Data Sheets with respect to any product, chemical or material used by Tenant on the Premises. Tenant shall not, through the use or release of any Hazardous Material, cause or permit the Premises to violate any Applicable Environmental Laws and shall not cause the release of any Hazardous Material which would subject Landlord or the Premises to any remedial obligations under any Applicable Environmental Laws. Tenant shall neither use the Premises nor allow the Premises to be used, in any manner which would result in the disposal or other release of any Hazardous Material on or about the Premises, at levels that would reasonably be expected to create liability to Tenant or Landlord, except in accordance with Applicable Environmental Laws.

(iv) Landlord reserves the right from time to time, upon prior written notice, but not more than once a year, except in the event of an emergency, during the term of this Lease and any renewal hereof, at Landlord's expense, to have the Premises inspected by environmental experts for the purpose of determining compliance by Tenant with any applicable Environmental Laws, in or about the Premises and with the terms and conditions of this Lease dealing with environmental matters, including without limitation, the provisions of this Section. If the report resulting from such inspection discloses any material non-compliance, Tenant shall immediately following receipt of the report take all such steps as are reasonably necessary to bring the Premises into compliance, including without limitation, investigating and remediating any spills or releases of Hazardous Materials and Hazardous Wastes.

(c) **Indemnification and Allocation of Risk.** Tenant shall defend, indemnify and hold Landlord, its members, officers, directors, shareholders, employees, agents and affiliates harmless from and against any and all claims, losses, liabilities, damages, injuries, costs or expenses of any and every kind whatsoever, including, without limitation, any losses, liabilities, damages, injuries (including death), costs or expenses, including reasonable attorney's fees or costs of investigation (collectively, "Claims or Expenses"), which are reasonably incurred or suffered by Landlord for, with respect to, or in consequence of the presence upon or under, or the escape, seepage, leakage, spillage, emission, discharge or release at or from the Premises of any Hazardous Material, to the extent such condition is caused by Tenant, its employees, agents, invitees or contractors, including, without limitation, Claims or Expenses arising under any Applicable Environmental Laws arising from the acts of Tenant, its employees, agents, invitees or contractors.

(d) **Survival.** The provisions of this paragraph 34 shall be in addition to any other obligations and liabilities of Tenant at law or in equity and shall survive the termination of this Lease.

34. CONSTRUCTION AND INTERPRETATION.

(a) This Lease will be construed in accord with Michigan law. This Lease has been negotiated at arm's length and carefully reviewed by both parties, and neither shall be deemed its drafter.

(b) The use of the word *may* in describing the right of a party means that the party has the option, but not the obligation, to exercise that right. Furthermore, the exercise of the right is not an election of remedies or a waiver of any other right or claim. The use of the words *include* and *including* is intended to be illustrative, not exhaustive.

(c) The parties will rely solely on the terms of this Lease to govern their relationship. This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease.

(d) Tenant accepts the Premises AS IS, WHERE IS. There are no representations with respect to the condition of the Premises or any other matter in any way related to the Premises or this Lease except as expressly stated in this Lease. No rights, covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party.

- (e) This Lease may only be modified or amended by a written document signed by Landlord and Tenant. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration.
- (f) No endorsement or statement on any check or on any letter accompanying any check will be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy.
- (g) Tenant acknowledges that the Rent is a liquidated claim. Tenant waives any requirement that Landlord tender back funds as a condition to bringing an action to collect unpaid Rent.
- (h) No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document (i) signed by the waiving party; (ii) specifically identifying the covenant or breach; and (iii) expressly stating that it is a waiver of the identified covenant or breach. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach.
- (i) Consent by Landlord to any act requiring Landlord's consent does not constitute a waiver of the requirement of Landlord's consent with respect to any similar or subsequent act.
- (j) Tenant is not entitled to surrender the Premises to avoid liability for Rent unless (a) an acceptance of the surrender is evidenced in a document signed by Landlord and (b) the document expressly states that it is the acceptance of surrender and that Landlord releases Tenant from its obligation to pay future Rent. No action or inaction, other than as expressly provided in this section, may be construed as an acceptance of surrender by Landlord.
- (k) Time is of the essence with respect to all terms and conditions of this Lease.
- (l) If any provision of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired.

35. **REPRESENTATIONS.** Tenant and each person executing this Lease on its behalf warrant and represent to Landlord that (a) Tenant is validly organized, existing, and authorized to do business under Michigan law; (b) Tenant has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Tenant in accordance with its terms. Landlord and each person executing this Lease

on its behalf warrant and represent to Tenant that (a) Landlord is validly organized, existing, and authorized to do business under Michigan law; (b) Landlord has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Landlord in accordance with its terms. This Lease is binding on successors and assigns. Landlord and Tenant represent that they each have had adequate time to review this Lease and to consult with legal and other counsel regarding its terms and conditions.

Executed effective September 17, 2024.

LANDLORD:

BANGOR ASSOCIATES, LLC

By: _____
ALAN SILVERMAN
MEMBER
269.358.9100

TENANT:

BREEDSVILLE PROVISION CENTER, LLC

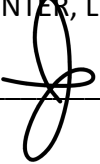
By: _____ 
JAMES WALTZ
CEO
JW@HIGHERBREED.IO
310.625.5495

EXHIBIT A

LEGAL DESCRIPTION

The East two-thirds of Lot 4, and the North 44 feet of the East two-thirds of Lot 7, Block2, Cross Addition, Section 12, Town, 02 South, Range 15West, City of Bangor, Van Buren County, Michigan

EXHIBIT B

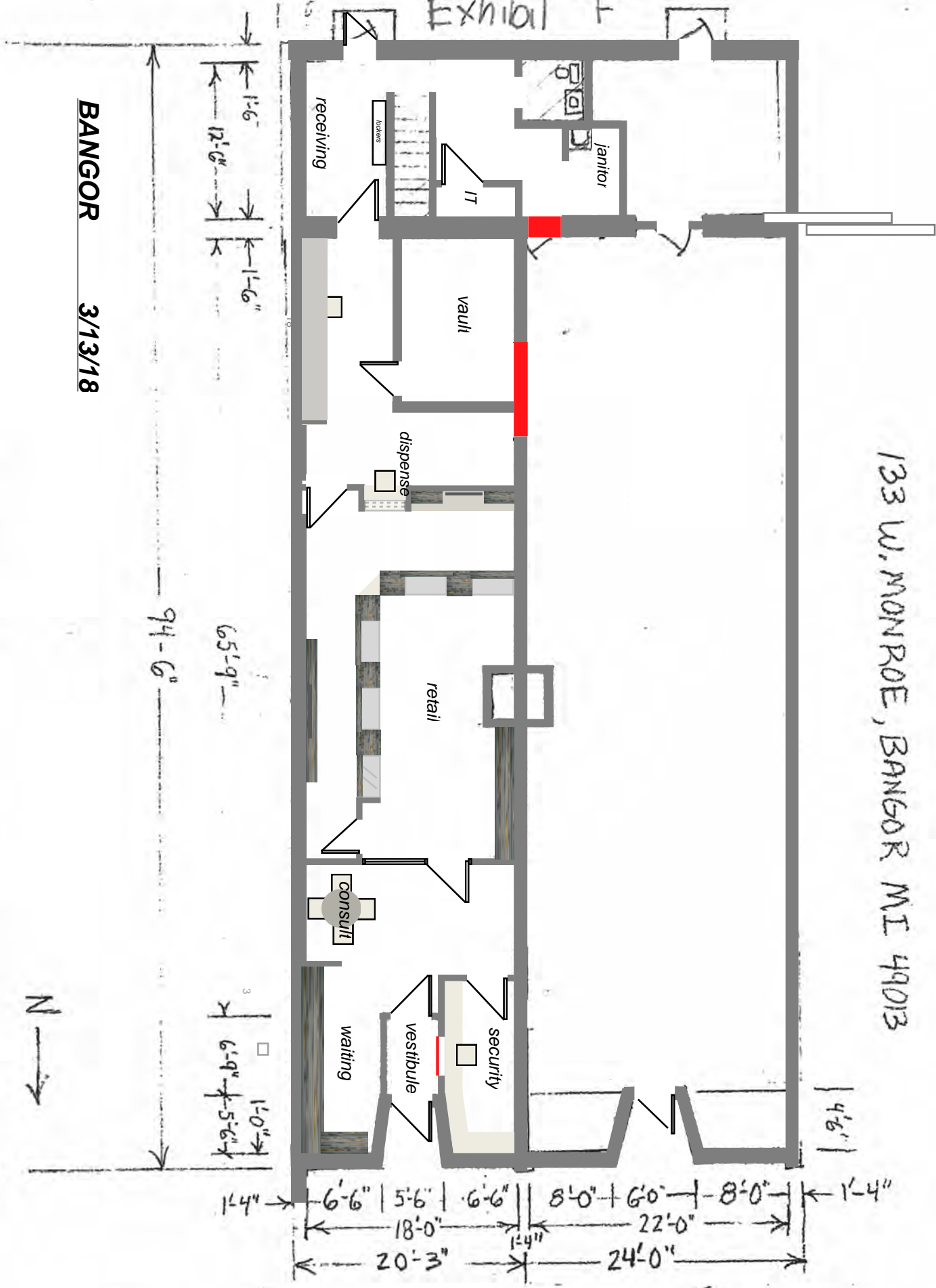
COST OF LIVING INCREASE

The Base Rent in effect shall be increase on October 1 of each year during the lease term beginning October 1, 2025, in accordance with the increase in the US Department of Labor Consumer Price Index (all items, all cities) for the prior 12 months, but not less than three (3%) percent.

133 W. MONROE, BANGOR MI 49013

Exhibit "F"

BANGOR 3/13/18



1 Square = 2 1/2'

SCALE 3/32" = 1'-0"



Parcel Viewer

Van Buren County, MI

- ^
- Maps
- Data

PROPERTY INFORMATION

PARCEL INFORMATION

Location:
 133 W MONROE ST
 BANGOR, MI 49013

Parcel Number: 80-54-602-004-00

Estimated Size: 0.14 ac. (6,292 sq ft)

School District: 80020 Bangor

Jurisdiction: City of Bangor

TAX & VALUATION INFORMATION

Property Tax Class: 201 Commercial - Improved

Principal Residential Exemption: 0%

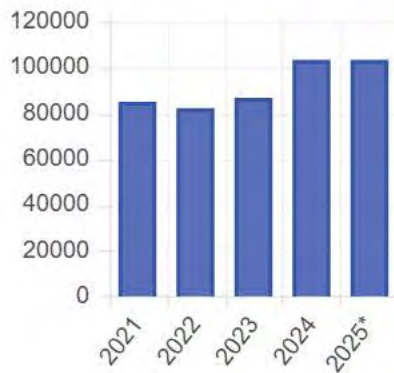
True Cash Value: \$103,400

State Equalized Value: \$51,700

Taxable Value: \$45,312

For the most current tax information for this parcel, including Owner, Property Values, Taxes Due, Delinquent Taxes, Sales History and more, visit the BS&A Online [Property Tax Website](#)

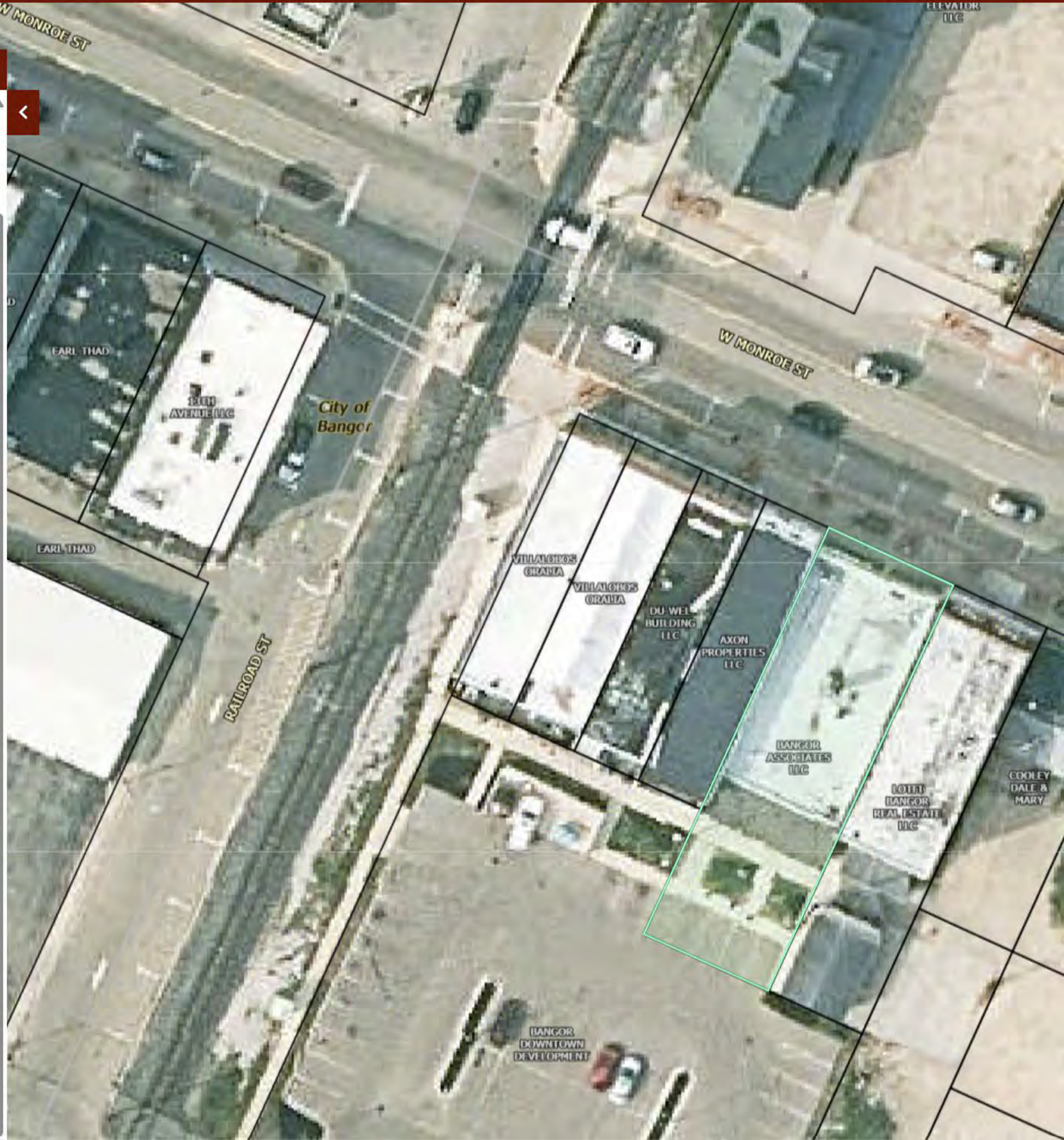
5-Year True Cash Value



*2025 values are tentative until April, 2025.

PARCEL TAX DESCRIPTION*

681 2-16 859-793 720-454 1172-379 1635-954
 1662-16 * E 2/3 OF LOT 4. ALSO N 44' OF E 2/3
 OF LOT 7. BLK 2 CROSS ADDITION





Form Revision Date 02/2017

ARTICLES OF ORGANIZATION

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

BREEDSVILLE PROVISION CENTER, LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

- 1. Agent Name: THOMAS N. TAMANDL
- 2. Street Address: 77 EAST MAIN STREET
Apt/Suite/Other:
- City: BREEDSVILLE
- State: MI Zip Code: 49027

3. Registered Office Mailing Address:

- P.O. Box or Street Address:
- Apt/Suite/Other:
- City:
- State: Zip Code:

Signed this 12th Day of December, 2017 by the organizer(s):

Signature	Title	Title if "Other" was selected
Thomas N. Tamandl	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

BREEDSVILLE PROVISION CENTER, LLC

ID Number: 802140464

received by electronic transmission on December 12, 2017 ***, is hereby endorsed.***

Filed on December 12, 2017, ***by the Administrator.***

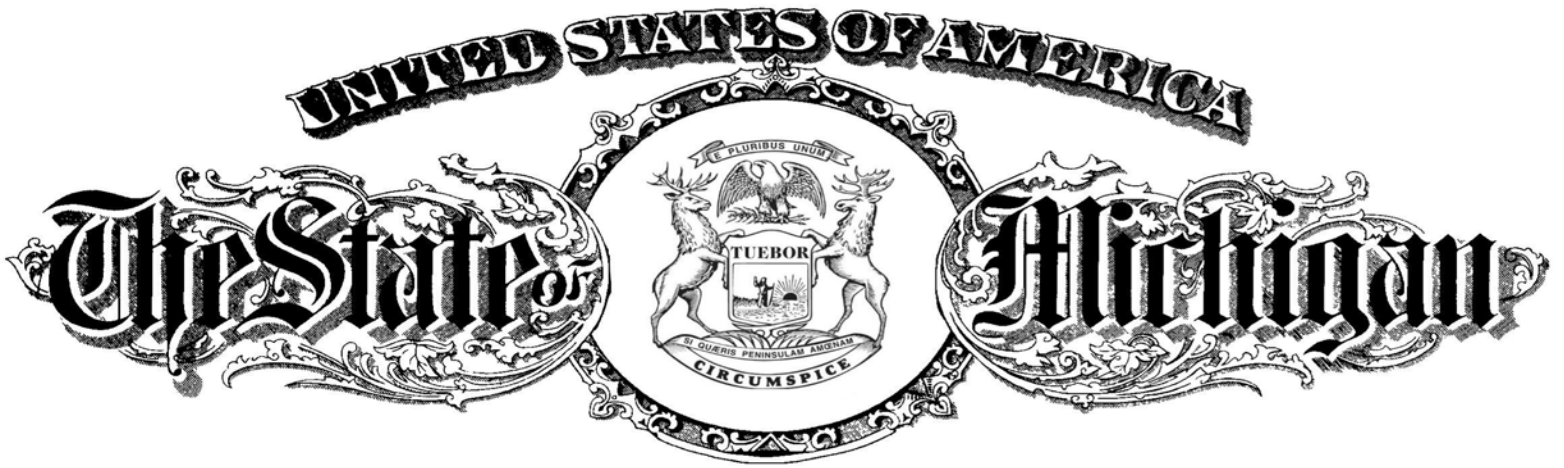
The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 12th day of December, 2017.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 23110363110

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 16th day of November, 2023.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Date of this notice: 01-31-2018

Employer Identification Number:
82-4242360

Form: SS-4

Number of this notice: CP 575 G

BREEDSVILLE PROVISION CENTER
THOMAS TAMANDL SOLE MBR
68020 COUNTY ROAD 388
SOUTH HAVEN, MI 49090

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-4242360. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is BREE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

OPERATING AGREEMENT

FOR

BREEDSVILLE PROVISION CENTER, LLC

A Michigan Limited Liability Company

This Operating Agreement of Breedsville Provision Center, LLC, a Michigan Limited Liability Company (the "Company"), is made and entered into and shall be effective as of November 10, 2021, by and among the persons executing this Operating Agreement as members of the Company and all those who shall hereafter be admitted as members (individually, a "Member" and collectively, the "Members").

ARTICLE I

ORGANIZATION

1.1 **FORMATION.** The Company has been organized as a Michigan Limited Liability Company under and pursuant to the Michigan Limited Liability Company Act, being Act No.23, Public Acts of 1993, (the "Act") by the filing of Articles of Organization ("Articles") with the Department of Commerce of the State of Michigan as required by the Act and all subsequent amendments. **NAME.** The name of the Company shall be Breedsville Provision Center, LLC. The Company may also conduct its business under one or more assumed names.

1.3 **PURPOSES.** The purposes of the Company are to engage in any activity for which Limited Liability Companies may be formed under the Act. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers by the Act.

1.4 **DURATION.** The Company shall continue in existence for the period fixed in the Articles for the duration of the Company or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Operating Agreement.

1.5 **RESIDENT OFFICE AND RESIDENT AGENT.**

The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent Shall ever resign, the Company shall promptly appoint a successor.

1.6 **INTENTION FOR COMPANY.**

The Members have formed the Company as a Limited Liability Company under and pursuant to the Act. The Members specifically intend and agree that the Company not be a partnership (including, a limited partnership) or any other venture, but a Limited Liability Company under and pursuant to the act. No Member shall be construed to be a partner in the Company or a partner of any other Member or person

and the Articles, this Operating Agreement and the relationships they create shall not be construed to suggest otherwise.

ARTICLE II

BOOKS, RECORDS AND ACCOUNTING

2.1 BOOKS AND RECORDS.

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act and such books and records shall be at the Company's Registered Office. Each member shall have a right to inspect the books at any time.

2.2 FISCAL YEAR ACCOUNTING.

The Company's fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the company shall be selected by the Members from time to time.

2.3 REPORTS.

The Company shall retain a bookkeeper to provide the Members with reports concerning the financial condition and results of operation of the Company and the Capital Accounts of the Members in the time, and form as the Members shall determine. Such reports shall be provided monthly and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction and credit.

2.4 MEMBERS ACCOUNTS.

Separate Capital Accounts for each Member shall be maintained by the Company. Each Member's Capital Account shall reflect the Member's capital contributions and increases for the Member's share of any net income or gain of the Company. Each Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company. The principles governing the maintenance of Company Capital Accounts are intended to comply with § 704(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulation Section 1.704-1(b)(3)(iv)(d) and shall be construed consistently therewith.

ARTICLE III

CAPITAL CONTRIBUTIONS

3.1 INITIAL COMMITMENTS AND CONTRIBUTIONS.

By the execution of this Operating Agreement, the initial Members hereby agree to make the capital contributions, in amounts equal to their member interest, to provide the necessary working capital for the Company. The interest of the initial Members in the total capital of the Company shall be 100%. Any additional Member (other than an assignee of a membership interest who has been admitted as a Member) shall make capital contributions, as required by the Company. No interest shall accrue on any

capital contribution and no Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Operating Agreement.

3.2 ADDITIONAL CONTRIBUTIONS.

In addition to the initial capital contribution, the Members may determine from time to time, by unanimous written consent, that additional capital contributions are needed to enable the Company to conduct its business and affairs. Each Member shall be obligated to make such additional capital contribution to the Company in proportion to each Member's respective Membership Interest.

ARTICLE IV

ALLOCATIONS AND DISTRIBUTIONS

4.1 ALLOCATIONS.

Except as may be required by the Code or this Operating Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in accordance with their Membership Interests as set forth below. If the Application of the allocation provision of this Section 4.1 is determined by counsel of the Company to be inconsistent with the regulations promulgated under Section 704(b) of the Code, then in such event, the Members shall have authority to interpret and apply such provision in a manner that is consistent with the said regulations.

MEMBERSHIP INTERESTS

James Waltz	100%
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4.2 DISTRIBUTIONS.

The Company may make distributions to the Members from time to time. Distributions may be made only after a majority of the Members determine, in their reasonable judgment, that the Company has sufficient cash on hand which exceeds the current and the anticipated needs of the Company to fulfill its business purposes (including, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any). All distributions shall be made to the Members in accordance with their Membership Interests. Distributions shall be in cash or property or partially in both, as determined by a majority of the Members. No distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights of other Members upon dissolution that are superior to the rights of the Members receiving the distribution.

ARTICLE V

DISPOSITION OF MEMBERSHIP INTERESTS

5.1 GENERAL.

Every sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation or other disposition of any Membership Interest shall be made only upon compliance with this Article. No Membership Interest shall be disposed of if the disposition would cause a termination of the Company under the Code; without compliance with any and all state and federal securities laws and regulations; and unless the assignee of the Membership Interest provides the Company with the information and agreements that the remaining Members may require in connection with such disposition. Any attempted disposition of a Membership Interest in violation of this Article is null and void ab initio.

5.2 PERMITTED DISPOSITIONS.

No Member may sell, assign, hypothecate, exchange, give, pledge or otherwise transfer (all of which are collectively referred to as "transfer") his, her or its Membership Interest in the Company, either directly or indirectly, without the written consent of all of the other Members, provided, however, that any Member may at any time:

- (a) transfer his, her or its Membership Interest to the remaining Members pro rata: or transfer his or her Member Interest by will, gift, testamentary or inter-vivos trust to or for the benefit of his or her immediate family, provided, however that with respect to transfer by way of a testamentary or inter-vivos trust the trustee or trustees is a member or members of his or her immediate family and/or a recognized financial institution. The "immediate family" of any Member, as used herein, shall include only his or her spouse, mother, father, child, grandchild, brother and sister. The assignment of a Membership Interest does not entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Member would otherwise be entitled to.

5.3 ADMISSION OF SUBSTITUTE MEMBERS.

A permitted assignee of a Membership Interest in accordance with the above provisions shall be admitted as a substitute Member and shall be entitled to all the rights and powers of the assignor only if the other Members unanimously consent. If admitted, the substitute Member has, to the extent assigned, all of the rights and powers and is subject to all of the restrictions and liabilities of a member; provided that the assignee shall, in writing, agree to be bound by the terms and conditions of this operating agreement.

ARTICLE VI

MEETINGS OF MEMBERS

6.1 VOTING.

All Members with an interest in excess of 10% shall be entitled to vote on any matter submitted to a vote of the Members. Each Member shall have one vote, notwithstanding the size of that Members interest as long as it exceeds 10%. Notwithstanding the foregoing, the affirmative vote of a majority of the Members shall be required in connection with any of the following: (a) the dissolution of the Company pursuant to

Paragraph 9.1(c) of this Operating Agreement; (b) the merger of the Company; (c) a transaction involving an actual or potential conflict of interest between a Member and the Company; (d) an amendment to the Articles; or (e) the Sale, exchange, lease or other transfer of all of substantially all of the assets of the company other than in the ordinary course of business.

6.2 REQUIRED VOTE.

Unless a greater vote is required by the Act or the Articles, the affirmative vote or consent of a majority of all the Members entitled to vote or consent on such matter shall be required.

6.4 CONSENT.

Any action required or permitted to be taken at an annual or special meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all membership interests entitled to vote on the action were present and voted. Every written consent shall bear the date and signature of each Member who signs the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

ARTICLE VII

MANAGEMENT

POWERS OF MANAGING MEMBERS (7.1 through 7.6)

7.1

The Managing Member (James Waltz), in his capacity as Members of the Company, will have sole and complete charge and management of all the affairs and business of the Company, in all respects and all matters. The Managing Member is authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the prepayment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Managing Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

7.2

The Managing Member will also have the exclusive right, power, and authority, in the management of the business and affairs of the Company, to do or cause to be done any and all acts, at the expense of the

Company, deemed by a Majority of the Managing Members to be necessary or appropriate to effectuate the business of the Company, including, without limitation, from time to time employing, engaging, hiring or otherwise securing the services of any Managing Member or Affiliate or third party, with such employment to be for such reasonable compensation and upon such reasonable terms and conditions as the Managing Members will determine.

7.3

The Managing Member will act by votes of Managing Members determined on a majority of the Managing Members. (“Majority of Managing Member”) The Managing Members will be agents of the Company’s business, and the actions of the Managing Members taken in such capacity and in accordance with this Agreement will bind the Company. Each Managing Member will at all times be a Member of the Company. Members, other than the Managing Members, will not participate in the control of the Company, and will have no right, power or authority to act for or on behalf of, or otherwise bind, the Company. Members, other than Managing Members, will have no right to vote on or consent to any matter, act, decision, or document involving the Company or its business. Managing members may adopt resolutions by conference call and document and confirm by e-mail. The Chief Executive Manager will also act as a tiebreaker in case of tie vote.

7.4

No Member other than the Managing Member will (a) have any right to vote on or consent to any matter, act, decision, or document involving the Company or its business, or (b) take part in the day-to-day management, or the operation or control, of the business and affairs of the Company. Except to the extent expressly delegated by the Managing Members, no other Member or Person other than the Managing Members will be an agent for the Company or have any right, power, or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

7.5

Only the Managing Member may commence a voluntary case on behalf of, or an involuntary case against, the Company under a chapter of Title 11 U.S.C. by the filing of a “petition” (as defined in 11 U.S.C. 101(42)) with the United States Bankruptcy Court. Any such petition filed by any other Member will be deemed an unauthorized and bad faith filing and all parties to this Agreement will use their best efforts to cause such petition to be dismissed.

7.6

The Managing Member shall have the power to retain others and/or enter into contracts with people who will act as officers.

7.7 LIMITATION ON AUTHORITY OF MANAGING MEMBERS.

The Managing Members will not have the authority to dissolve the Company, approve any Terminating Capital Transaction, do any act in contravention of the Agreement, or knowingly perform any act that would subject any Member to liability for the debts, liabilities or obligations of the Company.

7.8 REIMBURSEMENT.

Members shall be entitled to reimbursement from the Company of all expenses of the Company reasonably incurred and paid for by such Member on behalf of the Company.

ARTICLE VIII

EXCULPATION OF LIABILITY; INDEMNIFICATION

8.1 EXCULPATION OF LIABILITY.

Unless otherwise provided by law or expressly assumed, a person who is a Member shall not be liable for the acts, debts or liabilities of the company.

8.2 INDEMNIFICATION.

Except as otherwise provided in this Article, the Company shall indemnify any Member and may indemnify any employee or agent of the Company who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that such person is or was a Member, employee or agent of the Company against expenses, including attorney fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if the person acted in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner that such person reasonably believed to be in the best interests of the Company and with respect to a criminal action or proceeding, if such person had no reasonable cause to believe such person's conduct was unlawful. To the extent that a Member, employee or agent of the company has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, such person shall be indemnified against actual and reasonable expenses, including attorneys' fees, incurred by such person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein. Any indemnification permitted under this Article, unless ordered by a court, shall be made by the company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made by a majority vote of the Members who are not parties or threatened to be made parties to the action, suit or proceeding. Notwithstanding the foregoing to the contrary, no indemnification shall be provided to any Member, employee or agent of the Company for or in connection with the receipt of a financial benefit to which such person is not entitled, voting for or assenting to a distribution to members in violation of this Operating Agreement or the Act, or knowing violation of law.

ARTICLE IX

DISSOLUTION AND WINDING UP

9.1 DISSOLUTION.

The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events: (a) at any time specified in the Articles or this Operating Agreement; (b) upon the happening of any event specified in the Articles or this Operating Agreement; (c) by the affirmative vote of Members owning a majority of Membership Interests; (d) upon the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company unless within ninety (90) days after the disassociation of membership as so provided in subparagraph (d), all of the remaining Members consent to continue the business of the Company and to the admission of one or more Members as necessary.

9.2 WINDING UP.

Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company shall be distributed first to creditors to the extent permitted by law, in satisfaction of Company debts, liabilities and obligations and then to Members and former Members first, in satisfaction of liabilities for distributions and then, in accordance with their Membership Interests. Such proceeds shall be paid to such Members within ninety (90) days after the date of winding up.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 **TERMS.** Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

10.2 **ARTICLE HEADINGS.** The Article headings contained in this Operating Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Operating agreement.

10.3 **COUNTERPARTS.** This Operating Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same.

10.4 **ENTIRE AGREEMENT.** This Operating Agreement constitutes the entire agreement among the parties hereto and contains all of the agreements among said parties with respect to the subject matter hereof. This Operating agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter thereof

10.5 SEVERABILITY. The invalidity or unenforceability of any particular provision of this Operating Agreement shall not affect the other provisions, and this Operating Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.


10.6 AMENDMENT. This Operating Agreement may be amended or revoked at any time by a written agreement executed by all of the parties to this Operating Agreement. No change or modification to this Operating Agreement shall be valid unless in writing and signed by all of the parties to this Operating Agreement.

10.7 NOTICES. Any notice permitted or required under this Operating agreement shall be conveyed to the party at the address reflected in this Operating agreement and will be deemed to have been given, when deposited in the United States mail, postage paid, or when delivered in person, or by courier or by facsimile transmission.

10.8 BINDING EFFECT. Subject to the provisions of this Operating Agreement relating to transferability, this Operating agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

10.9 GOVERNING LAW. This Operating Agreement is being executed and delivered in the State of Michigan and shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

In witness whereof, the execute this Operating Agreement as of November 10, 2021

James Waltz 

Memo

To: Mayor Farmer
City Manager Weber
Mayor Pro-Tem Martinez – Serratos
Councilmember Uplinger
Councilmember McCrumb
Councilmember Rivers
Councilmember Muenzer
Councilmember Garcia

From: Stephenie Cagle, Treasurer

cc: N/A

Date: 10/15/2024

Re: City Council Meeting 10/21/2024

Recommendation:

I recommend that the City Council take the necessary steps to adopt a Fund Balance Policy. This policy outlines the minimum reserve levels, conditions for using reserves, and plans for replenishing funds when utilized.

Background:

A Fund Balance Policy provides a framework for managing the city's financial reserves. It establishes guidelines for maintaining sufficient fund balances to ensure operational effectiveness and to address unforeseen financial challenges.

Benefits of a Fund Balance Policy:

- 1. Financial Stability:**
A clear policy ensures that the city maintains an adequate reserve, which acts as a buffer during economic downturns or unexpected expenses. This stability can prevent the need for drastic budget cuts or tax increases.
- 2. Improved Credit Rating:**
Rating agencies look favorably on municipalities with well-defined financial policies. A strong fund balance can lead to improved credit ratings, resulting in lower borrowing costs and increased investor confidence.
- 3. Enhanced Budgeting Process:**
A Fund Balance Policy facilitates better budgeting practices by providing clear guidelines for allocating resources. It helps the council make informed decisions about spending, saving, and investing public funds.
- 4. Emergency Preparedness:**
In times of crisis, having a designated fund balance allows the city to respond swiftly to emergencies, whether they are natural disasters, public health issues, or economic challenges.

5. Transparency and Accountability:

A formal policy fosters transparency in how public funds are managed. It holds the city accountable for maintaining reserve levels, which can build public trust and confidence in city governance.

Conclusion:

Implementing a Fund Balance Policy is a proactive measure that will strengthen our city's financial management and prepare us for future challenges. I urge the City Council to consider this important initiative for the benefit of our community.

CITY OF BANGOR
VAN BUREN COUNTY, MICHIGAN
POLICY 2024-01
FUND BALANCE POLICY

Policy Number: 2024-01	Revision Date:
Date Adopted:	
Department: Treasury	

SECTION 1 PURPOSE

The Council recognizes that maintaining a fund balance is essential to the preservation of the financial integrity of the City and is fiscally advantageous for both the City and the taxpayer. This policy will ensure that the City maintains adequate fund balances and reserves to:

- Provide sufficient cash flow for daily financial needs,
- Secure and maintain investment grade bond ratings (if necessary),
- Offset significant economic downturns or revenue shortfalls, and
- Provide funds for unforeseen expenditures related to emergencies.

SECTION 2 DEFINITIONS

The following definitions will be used in reporting activity in governmental funds. The City may or may not report all fund types in any given reporting period based on actual circumstances and activity.

- **Fund Balance:** The difference between assets and liabilities in a governmental fund at the end of the fiscal year.
- **Non-spendable Fund Balance:** Amounts that are not in spendable form or are required to be maintained intact.
- **Restricted Fund Balance:** Amounts constrained for a specific purpose by external parties, legislation, or grantors.
- **Committed Fund Balance:** Amounts that can only be used for specific purposes as established by formal action of the City Council.
- **Assigned Fund Balance:** Amounts intended for a specific purpose, as determined by the City Manager or designee.

- **Unassigned Fund Balance:** The residual balance of the General Fund that is not classified into the other categories.

GASB Statement 54 distinguishes fund balance classified based on the relative strength of the constraints that control the purposes for which specified amounts can be spent.

SECTION 3 FUND BALANCE CLASSIFICATION AND GUIDELINES

1. Non-spendable Fund Balance

- Consists of inventory, prepaid items, and amounts that are legally or contractually required to be maintained intact.
- The City will strive to minimize this category while ensuring compliance with legal requirements.

2. Restricted Fund Balance

- Resources constrained to specific purposes by external parties or legislation.
- The City will ensure compliance with all restrictions and monitor usage to meet obligations.

3. Committed Fund Balance

- The City Council may designate a portion of the fund balance for specific purposes through a formal resolution.
- Commitments can only be changed or removed by the same formal action that established them.

4. Assigned Fund Balance

- The City Manager may assign fund balances for specific purposes within the constraints of the budget.
- The assignments will be made in alignment with the City's strategic goals and priorities.

5. Unassigned Fund Balance

- The City aims to maintain an unassigned fund balance sufficient to cover unexpected expenditures and revenue shortfalls.
- A target level for unassigned fund balance in the General Fund will be set at a minimum of 20% and a maximum of 25% of all annual budgeted expenditures.

SECTION 4 POLICY

These policy guidelines will provide direction during the budget process and demonstrate a commitment to maintaining adequate reserves for financial stability and long-term financial planning:

If the unassigned fund balance at the fiscal year end falls below the goal, the City shall develop a restoration plan to achieve and maintain the minimum fund balance. Should the

unassigned fund balance of the general fund ever exceed the maximum (25%) range, the City will consider such fund balance surpluses for one-time expenditures that are non-recurring and that will not require additional expense outlays for maintenance, additional staffing, or other recurring expenditures.

When the fund balance approaches its minimum threshold the following measures, in priority order, shall be used to build up the fund balance:

1. Cut or delay pay-as-you-go capital improvements from the CIP (Capital Improvement Plan).
2. Cut general operating expenses.
3. Increase rates and charges funding specific services to make them self-sufficient where possible.

When the fund balance approaches its maximum threshold the following measures, in priority order, shall be used to reduce the fund balance:

1. Move up the debt schedule for existing bond payments to lower the City's debt burden.
2. Completion of needed capital improvement projects

SECTION 8 POLICY REVIEW

This policy shall be reviewed annually by the City Council to ensure it remains fair, equitable, and in line with best practices and regulatory requirements.

SECTION 9 EFFECTIVE DATE

This policy is effective as of **10/21/24** and will remain in effect until amended or rescinded by the City Council.



CITY COUNCIL AGENDA FACT SHEET

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: Planning Commission Resignation

Date: 10/16/24

Council Information:

Dick Watkins has resigned from the Planning Commission. Effective 10/14/24.

Council Action:

Motion to accept the resignation of Dick Watkins from the Planning Commission effective 10/14/24.



CITY COUNCIL AGENDA FACT SHEET

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: Public Hearing Councilmember Conduct

Date: 10/16/24

Council Information:

The council chose this date to hold the public hearing regarding a complaint that was placed at the 10/07/24 Regular Council Meeting.

Council Action:

City Attorney Graham will provide guidance at the meeting for this public hearing and the complaint filed.