

CITY COUNCIL

REGULAR MEETING AGENDA

July 1, 2024 @ 7 PM 257 W Monroe St Bangor, MI 49013

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. APPROVAL OF AGENDA
- 5. APPROVAL OF CITY COUNCIL MINUTES
 - a. Approval of Regular City Council minutes for 06/17/24
 - b. Approval of Closed Session Council minutes for 06/17/24
- 6. APPROVAL OF ACCOUNTS PAYABLE AND PAYROLL

Reviewed by Mayor Pro Tem Martinez-Serratos & Councilmember Rivers

- a. General Checking
- b. Roads Checking
- 7. OTHER REGULAR BUSINESS (RESOLUTIONS, PROCLAMATIONS, REPORTS, AND PRESENTATIONS)
 - a. Proclamation 2024-07 For Jose Villalobos
 - b. Proclamation 2024-08 In Memory of Chuck Moore
 - c. Resolution 2024-13 MDOT Trunkline Renewal (City Manager Weber)
 - d. Resolution 2024-14 Van Buren County Road Millage Ballot Proposal (City Manager Weber)
 - e. Resolution 2024-15 Juneteenth as a Paid Holiday (Mayor Lynne Farmer)
- 8. OPPORTUNITY FOR PUBLIC COMMENT (PLEASE KEEP COMMENTS TO WITHIN 3 MINUTES)
- 9. UNFINISHED BUSINESS
 - a. Cemetery Committee
 - City Attorney Opinion/Cemetery Committee Expenditures (Mayor Farmer)
 - II) Appointment of Three (3) Council Members to Cemetery Committee (City Manager Weber)

10. NEW BUSINESS

- a. Code Enforcement Officer
 - I) Accept Appointment of Code Enforcement Officer Drake (City Manager Weber)
 - II) Oath of Office Code Enforcement Officer Drake (City Clerk Umbanhowar)
- b. Final Budget Amendments
 - i) Final Budget Amendments Fiscal Year 23/24 (Treasurer Cagle)
 - ii) Resolution 2024-16 (Treasurer Cagle)
- 11. OPPORTUNITY FOR PUBLIC COMMENT (PLEASE KEEP COMMENTS TO WITHIN 3 MINUTES)
- 12. COUNCIL MEMBER COMMENTS
- 13. ADJOURNMENT



CITY OF BANGOR

BANGOR COUNCIL MEETING MINUTES

JUNE 17, 2024

MINUTES

Council Chambers Regular Meeting

7:00PM

257 W. MONROE STREET BANGOR, MI 49013

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

1. PLEDGE OF ALLEGIANCE IS LED BY COUNCILMEMBER MCCRUMB AND RECITED BY ALL PRESENT

2. ROLL CALL

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

OTHERS PRESENT

Justin Weber, City Manager

Steve Lowder, Acting DPW Director

Amanda Karr, Deputy Clerk Stephenie Cagle, Treasurer

Approximately 20 members of the public.

3. APPROVAL OF REGULAR AGENDA

Motion to accept Regular Meeting Agenda:

RESULT: CARRIED (UNANIMOUS)
MOVER: Jerry Muenzer Councilmer

MOVER: Jerry Muenzer, Councilmember SECONDER: Amber Garcia, Councilmember

4. APPROVAL OF MEETING MINUTES

Motion to approve Minutes of the Regular Meeting held on June 3rd 2024.

RESULT: CARRIED (UNANIMOUS)

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

5. APPROVAL OF ACCOUNTS PAYABLE AND PAYROLL

a. General Checking Accounts Payable and Payroll

Motion to pay bills from General Checking 2 in the amount of \$95,458.83

RESULT: APPROVED (UNANIMOUS)
MOVER: Amber Garcia, Councilmember
SECONDER: Jerry Muenzer, Councilmember

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

b. General Checking Accounts Payable and Payroll

Motion to pay bills from Roads in the amount of \$2,090.00

RESULT: APPROVED (UNANIMOUS)
MOVER: Amber Garcia, Councilmember
SECONDER: Jerry Muenzer, Councilmember

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

6. OTHER REGULAR BUSINESS

- a. Reports
 - i. Department Heads
 - 1. Department of Public Works: Report given; brief discussion regarding estimates for lift station pumps and the alarm system.
 - 2. Police Department: Report given
 - 3. Fire Department: Report given
 - 4. Clerk's Department: Report available for review
 - 5. Treasurer's Department: Report given
 - ii. Commission and Boards
 - 1. Planning Commission: No report as the meeting was rescheduled
 - 2. Cemetery Committee: Report available for review
 - 3. Economic Development Corporation (EDC): No report
 - 4. Downtown Development Authority (DDA): No report
 - 5. Bangor Housing Commission: Report Given

7. OPPORTUNITY FOR PUBLIC COMMENT

Public comments were heard.

8. UNFINISHED BUSINESS

a. City Attorney Opinion/ Cemetery Expenditures

Brief discussion regarding the proper procedures for Cemetery Committee Expenditures according to the City Charter and the proper setup for the Cemetery Committee set by the Cemetery Ordinance.

Motion to table until the City Attorney can research further.

RESULT: APPROVED (5 AYES, 2 Nays)
MOVER: Jerry Muenzer, Councilmember
SECONDER: Heléne Rivers, Councilmember

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

Nays: McCrumb, Garcia,

9. OPPORTUNITY FOR PUBLIC COMMENT

Public comments were heard.

10. COUNCILMEMBER COMMENTS

Councilmember comments were heard.

11. Closed Session

a. City Attorney Counsel

Motion to Enter into closed session at 8:30 PM

RESULT: Carried (Unanimous)

MOVER: Amber Garcia, Councilmember SECONDER: Heléne Rivers, Councilmember Motion to End the closed session at 8:52 PM

RESULT: Carried (Unanimous)

MOVER: Jerry Muenzer, Councilmember SECONDER: Jeremy Uplinger, Councilmember

12. ADJOURNMENT

Motion to adjo	ourn at 8:52 PM	
RESULTS: MOVER: SECONDER:	APPROVED (UNANIMOUS) Jerry Muenzer, Mayor Pro Tem Jeremy Uplinger, Councilmember	
Amanda Karr, City l	Deputy Clerk	Mayor Lynne Farmer

CERTIFICATION

I, Amanda Karr, the duly appointed Deputy 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,
June 17, 2024. These minutes were approved by the City Council on Monday, July 1st,
2024 , by unanimous vote. The original is on file at the Bangor City Hall, 257 W. Monroe Street, Bangor, Michigan 49013.
Amanda Karr, City Deputy 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: 06/27/24

Recommended Action:

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

•	Bill List for 6/27/24	(37 items)	in the amount of	\$142,046.72 .
•	ACH/EFT Transactions	(6 items)	in the amount of	\$1,702.63 .
•	Payroll for 6/17, Council Pay	y May, June & 2 nd Qtr	in the amount of	\$23,996.54 .
•	Debit Card Transactions for	r May 2024	in the amount of	\$5,602.73
•	Petty Cash for FY 23/24		in the amount of	\$38.49

o For a grand total amount of \$173,387.11 from the GCK-2 account.

_	TOTAL	AMOUNT OF GCK-2 BILLS LIST & PAYROLL	\$173.387.11
	IUIAL	AMICUMI OF GON'S BILLOLISI & FAIROLL	.0 1 / .0 0 / . 1 1

ROADS - Treasurer recommends City Council approval of the following:

• **Bill List** for 6/27/24 **(2 items)** in the amount of \$1,907.93.

o For a **grand total** amount of \$1,907.93 from the **ROADS** account.

 TOT. 	L AMOUNT OF <u>ROADS</u> BILLS LIST & PAYROLL	\$1,907.93
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Council Action:

For Action

Summary:

See GCK-2 and ROADS invoice approval list.

06/26/2024 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF BANGOR

EXP CHECK RUN DATES 07/02/2024 - 07/02/2024

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: GCK-2 - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name Invoice	Description	Amount
PAPER CHECKS			
ABON	ABONMARCHE		
		DWAM PLAN & DSMI INVENTORY SERVICES THRU	
	152443	05/31/24	10,000.00
TOTAL FOR: ABO	NMARCHE		10,000.00
STORY, ANG	ANGELA J. STORY	HINE 2024 MONTHLY ACCECCING FEE	4 202 22
TOTAL FOR: ANG	062024	JUNE 2024 MONTHLY ASSESSING FEE	1,283.33
TOTAL FOR. ANG	IELA J. STORT		1,283.33
CINTAS	CINTAS CORPORATION #	301	
	414724796	DPW UNIFORMS	53.07
	4195412147	DPW UNIFORMS	53.07
	4196134350	DPW UNIFORMS	53.07
	41995411053	RUGS CITY HALL & POLICE STATION	106.25
TOTAL FOR: CINT	AS CORPORATION #301	·	265.46
CORE&MAIN	CORE & MAIN LP	METER SPOOL, CORED PLUG, FLG ACC, OCTAVE W/XTR	
	U872336	UNIT	3,915.18
TOTAL FOR: COR	E & MAIN LP	-	3,915.18
SALES	CUMMINS SALES AND SE	ERVICE	
	S3-10416	DPW PLANNED MAINTENANCE	407.54
TOTAL FOR: CUM	MINS SALES AND SERVICE		407.54
DELTA	DELTA DENTAL OF MICH	IGAN	
DLLIA		DENTAL INSURANCE JULY 2024	1,270.55
TOTAL FOR: DELT	TA DENTAL OF MICHIGAN	•	1,270.55
ELHORN	ELHORN ENGINEERING O	COMPANY	
	302434	WATER TREATMENT SUPPLIES	515.00
TOTAL FOR: ELHO	ORN ENGINEERING COMPA	ANY	515.00
FLEETWOODS	FLEETWOODS MECHANI		
	38849044122	TRAIN DEPOT AC SERVICE MAINT	175.00
	38849044124	POLICE DEPT AC MAINT	389.63
TOTAL FOR 5: 55	38849044125	FIRE DEPT AC MAINT SERVICE	110.00
TOTAL FOR: FLEE	TWOODS MECHANICAL SE	:KVICES	674.63

GARMENT DISTRICT INC

TOTAL FOR: GAR	19 MENT DISTRICT INC	POLICE UNIFORMS MATA & KENDEGRAN - CLEANING	213.00 213.00
TOTAL FOR. GAR	IVIENT DISTRICT INC		213.00
SUNBELT	HOMESERVE USA		
30113221	11011120211112 0071	JUNE 2024 WATER LEAK, AND WATER & SEWER LINE	
	JUNE 2024	COVERAGE	1,610.70
		MAY 2024 WATER LEAK, AND WATER & SEWER LINE	
	MAY 2024	COVERAGE	1,610.70
TOTAL FOR: HON	MESERVE USA		3,221.40
INVOICE	INVOICE CLOUD, INC.		
	4096-2024_5	MAY 2024 ONLINE BILL PAY FOR UB	444.00
TOTAL FOR: INVO	DICE CLOUD, INC.	·	444.00
JENSENS	JENSEN'S EXCAVATING		
	S 12243	6"X6" CLAY PVC FLEXCP 02-66	128.16
TOTAL FOR: JENS	SEN'S EXCAVATING		128.16
JSMITH	JIM SMITH		
	052924	REPLACEMENT OF GAS PUMP ON THE TANK AT DPW	130.00
TOTAL FOR: JIM	SMITH		130.00
LAWNBOYS	LAWN BOYS, INC.		
		PREMIUM CHOCOLATE MULCH - BANGOR	
	34801	BEAUTIFICATION DAY FLOWER BEDS	152.00
TOTAL FOR: LAW	/N BOYS, INC.		152.00
NGLCOV	LEACE CEDVICING CENTE	D. INC DRANCI	
NCLGOV	LEASE SERVICING CENTE	R, INC DBA NCL	
		2018 FREIGHTLINER 900 ECO TRUCK MOUNTED COMBO	
	60785-8-2024	SEWER CLEANER - AUGUST 2024 PAYMENT	74,869.42
TOTAL FOR LEAS	SE SERVICING CENTER, INC	DRA NCI	74,869.42
TOTAL TON. LLAS	DE SERVICING CERTER, INC	DDA NCL	74,803.42
SOM-POLICE	MICHIGAN STAE POLICE		
00.11 . 02.02	551-638518	TOKEN FEE FROM 04/01-06/30/24	198.00
TOTAL FOR: MIC	HIGAN STAE POLICE		198.00
MI TOWNSHI	MICHIGAN TOWNSHIP SI	ERVICES ALLEGAN	
	4073	PERMIT FEES MAY 2024 ELECTRICAL	484.20
TOTAL FOR: MIC	HIGAN TOWNSHIP SERVICE	S ALLEGAN	484.20

MOTOROLA	MOTOROLA SOLUTIONS,	INC 22/23 & 23/24 POLICE VIDEO MANAGER SOFTWARE &	
	8230403427	HOSTING	5,556.00
	8230438482	01/27/24-01/27/25	2,778.00
TOTAL FOR: MOT	OROLA SOLUTIONS, INC		8,334.00
PAT'S PRON	PAT'S PRONTO PRINT		
	061724	#10 PEEL & SEAL LOGO ENVELOPES X500	183.95
TOTAL FOR: PAT'S	S PRONTO PRINT		183.95
PCI	PERCEPTIVE SERVICE & C	PERATIONS	
	16473	CUST PHONE SUPPORT - DPW MAIN CONTROLLER PANEL	222.00
	16519	WELLS #3 & 7, CUSTOMER SUPPORT	148.00
TOTAL FOR: PERC	CEPTIVE SERVICE & OPERAT	FIONS	370.00
PRIORITY	PRIORITY HEALTH		
	241680027381	HEALTH INSURANCE JULY 2024	5,614.98
TOTAL FOR: PRIO	RITY HEALTH		5,614.98
SCHNEIDER	SCHNEIDER TIRE OUTLET	INC	
	20183448	DPW VEHICLE MAINT	108.30
TOTAL FOR: SCH	NEIDER TIRE OUTLET INC		108.30
GRAHAM	SCOTT GRAHAM PLLC		
	010124	GENERAL ATTORNEY MATTERS JAN 2024	5,980.00
	041924	GENERAL ATTORNEY MATTERS FEB 2024-MAR 2024	20,627.50
TOTAL FOR: SCOT	TT GRAHAM PLLC		26,607.50
SHARE	SHARE CORP.		
	272067	INVERTED TIP PRECAUTION BLUE X12	215.03
TOTAL FOR: SHAF	RE CORP.	· - -	215.03
STANDARD	STANDARD INSURANCE O		
		JULY 2024 LIFE INSURANCE	141.01
TOTAL FOR: STAN	IDARD INSURANCE COMPA	ANY 	141.01
TRACE	TRACE ANALYTICAL LABO	DRATORIES, INC	
	4060657	DRINKING WATER REQ	119.00
TOTAL FOR: TRAC	CE ANALYTICAL LABORATO	RIES, INC	119.00
VDCIC	VANI DUDENI COUNTY		
VBGIS	VAN BUREN COUNTY 061524	DEED & LEGAL VERIFICATION; SPLIT & MAP UPDATES	1 042 00
TOTAL FOR: VAN		LEGAL VERIFICATION, SPLIT & MAP OPDATES	1,943.00 1,943.00
***************************************			1,545.00
VSP	VISION SERVICE PLAN	HHIV 2024 MISION INSURANCE	220.00
TOTAL FOR: VISIO	JULY 2024	JULY 2024 VISION INSURANCE	238.08 238.08
TOTAL FUR: VISIC	JIN JERVICE PLAIN		
		TOTAL - ALL PAPER CHECKS	142,046.72

ACH/EFT TRANS	ACTIONS		
COMCAST	COMCAST		
	060824.3411	DPW 06/21-07/20/24 INTERNET	149.80
	061224.0191	POLICE STATION INTERNET 06/16-07/15/24	264.23
	61224.0183	POLICE STATION INTERNET 06/16-07/15/24	346.28
	61424.2578	PARK ST LIFT INTERNET 06/28-07/27/24	47.90
TOTAL FOR: CON	MCAST		808.21
CONSUMERS	CONSUMERS ENERGY		
	060724	WELL #8 05/16-06/16/24	792.10
	070924.8270	WELL #9 05/16-06/16/24	102.32
TOTAL FOR: CON	ISUMERS ENERGY		894.42
		TOTAL - ALL ACH/EFT	1,702.63
PAYROLL			
	Council	Council Pay May 2024	1,184.15
	Payroll	Employee Payroll 06/10-06/16/24	19,044.64
TOTAL FOR DAY	Council	Council 2nd Qtr & June 2024 Pay	3,767.75
TOTAL FOR: PAY	KULL		23,996.54
		TOTAL - ALL PAYROLL	23,996.54
DEDIT CARD			
DEBIT CARD	May 2024	Various Charges - See List	5,602.73
TOTAL FOR: DEB	May 2024	various charges - See List	5,602.73
TOTAL TON. DLD	TI CAND		3,002.73
		TOTAL - ALL DEBIT CARD CHARGES	5,602.73
PETTY CASH			
PETTI CASH	FISCAL VEAR 2023-2024	Various Charges - See List	38.49
TOTAL FOR: PET		various charges - See List	38.49
		TOTAL - ALL PETTY CASH	38.49
		TOTAL - GRAND	173,387.11

06/26/2024 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF BANGOR

EXP CHECK RUN DATES 07/02/2024 - 07/02/2024

BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID

BANK CODE: ROADS - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name Invoice	Description	Amount
FLEIS	FLEIS & VANDENBRINK II	NC	
	69106	SECOND STREET BRIDGE IMPROVEMENTS 2019 SERVICES	1,200.00
TOTAL FOR: FLEIS	& VANDENBRINK INC		1,200.00
VBCORC	VAN BUREN COUNTY RO	OAD COMMISSION	
	061124	COLD PATCHING MATERIAL 2.7 YARDS MAY 2024	707.93
TOTAL FOR: VAN	BUREN COUNTY ROAD CO	DMMISSION	707.93

TOTAL - ALL VENDORS

1,907.93

Resolution 2024-07

PROCLAMATION FOR JOSE VILLALOBOS

Whereas: Jose has been willing to share his creative ability with the City of Bangor.

Whereas: Jose's love of the City of Bangor led him to come up with a beautiful paved sidewalk project.

Whereas: Jose and his workers worked tirelessly to install the beautiful paver bricks and pillars.

Whereas: Many citizens have enjoyed sitting outside at the table and chairs, and have enjoyed working and drinking coffee in the beautiful weather.

Therefore: This 10th day of July 2024, we the Bangor City Council and the City of Bangor dedicate this new paver sidewalk and lovely pillars to the citizens of Bangor for their enjoyment.

Lynne M. Farmer, Mayor

Justin Weber, City Manager

Shelly Umbanhowar, City Clerk

Resolution 2024-08

PROCLAMATION IN MEMORY OF CHUCK MOORE

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Whereas: Chuck Moore as appointed Building Inspector for the City of Bangor in 1995 by Mayor Brenda Balfor.

Whereas: Chuck Moore served the community of Bangor as building inspector for 28 years.

Whereas: Chuck Moore carried out his duties in a kind and professional manner.

Whereas: We shall be forever grateful for his service to the Community of Bangor for his dedication and hard work.

Therefore: This 10th day of July 2024 we the City Council of Bangor and the City of Bangor dedicate this bench to his lasting memory.

Lynne M. Farmer, Mayor

Justin Weber, City Manager

Shelly Umbanhowar, City Clerk

CONTRACT NO. CONTNO
REGION: REGION

AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION

STATE TRUNKLINE MAINTENANCE CONTRACT

MUNICIPALITY

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the MUNICIPALITY, a Michigan municipal corporation (Municipality).

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest: and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

SECTION 1. SCOPE OF WORK

- A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.
 - 1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall

remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

- 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
- 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
- 4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
- 5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
- 6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.
- B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written

notice, MDOT will work with the Municipality to develop a corrective action plan. Once both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
 - 1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
 - 2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates	as Contract
Administrator on state trunkline highways, who will be responsible for bu	idget and the
administration of the Contract. The Municipalities' title for this	position is
In the event the Municipality desires t	o replace the
Contract Administrator, the Municipality will notify MDOT within (30) days	of the change
in writing.	

SECTION 5. SUPERVISION

The Municipality hereby designates _______ or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the "Foremen", who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

SECTION 6. WAGE SCHEDULE

Michigan Department of Transportation

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

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SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT's Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term "review/audit" hereafter will be referred to as "review".

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

No, Firm Unit Price items will not be used.
Yes, Firm Unit Price items will be used.
 •

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

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Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

SECTION 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- **A.** <u>Subcontracts less than \$25,000:</u> The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- **B.** <u>Subcontracts \$25,000 or greater:</u> The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

SECTION 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the "Contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

SECTION 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

SECTION 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

SECTION 13. INSURANCE

A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, et seq. The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General Division Chief Transportation Division Van Wagoner Building - 4th Floor 425 West Ottawa Street P.O. BOX 30050 Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

SECTION 15. BUDGET

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations,

the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater shall submit request for reimbursement on a monthly basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.

- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:

1. <u>Bulk Items (measured by volume or weight):</u>

The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. Non-Bulk Items (measured by area or count):

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.

J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- K. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to** MDOT's MLAP system.

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT'S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT'S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

____ percent (%)

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

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The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

SECTION 23: RECORDS TO BE KEPT

- A. The Municipality will establish and maintain accurate records, in accordance with generally accepted accounting principles of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
 - 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will

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retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.

- 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
- 3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

- B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the "Response", to the Notice of Review Results indicating one of the following options:
 - 1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
 - 2. The Municipality does not concur with Notice of Review Results. The "Response" will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
 - 3. The "Response" will include a written explanation as to any questioned item of expense. The "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
 - 4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.

6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For review disputes the submitted "Response" and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2024 through September 30, 2029.

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract "for cause", the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.

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SECTION 31: AUTHORIZED SIGNATURE

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature thereto of the respective official of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

MUNICIPALITY
BY: TITLE:
MICHIGAN DEPARTMENT OF TRANSPORTATION
Michigan Department of Transportation
BY:
TITLE: MDOT Director

APPENDIX A

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget: The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

Chemical Storage Facilities: Bulk salt storage buildings.

Competitive Bidding: A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

Contract Administrator: An individual designated by the Municipality responsible for supervising all work covered under this Contract.

Department: The Michigan Department of Transportation.

Engineer of Transportation System Management and Operations (TSMO): The Department's designated engineer of TSMO.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Foremen: A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

Maintenance Work: Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

Maintenance of State Trunkline highways/lane miles maintained: The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

Non-Winter Maintenance Budget: The portion of the Budget allocated to non-winter maintenance activities.

Office of Commission Audit (OCA): The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

Review: A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquires of personnel and the application of analytical procedures to data.

Schedule C Equipment Rental Rates: The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

Small Road Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

Small Power Tools: Work tools powered by electricity or battery power and have a rental rate assigned.

State Administrative Board: A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

Termination for Cause: The exercise of MDOT's right to terminate this Contract "for cause", in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

Termination Date: The date the contract is no longer effective.

Transportation Work Authorization (TWA): A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

Transportation and Natural Resources Committee: A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

Winter Maintenance: Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (See winter maintenance patrol below)

1490: Other winter maintenance (Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends)

This work includes all material costs required to conduct work under the above activity numbers.

Winter Maintenance Patrol: An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

Work Plan: An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2024, through September 30, 2029

Original Annual	Percent	Percent	Total
Budget Amount	Allowed	Allowed	Percent
	for	for Small	Allowed
	Overhead	Tools	
Up to \$25,000	11.00	.50	11.50
\$25,001 to \$50,000	10.25	.50	10.75
\$50,001 to \$75,000	9.50	.50	10.00
\$75,001 to \$100,000	8.75	.50	9.25
\$100,001 and over	8.00	.50	8.50

APPENDIX C PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

- 1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
- 2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
- 3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
- 6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

- 7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
- 8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- 9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD RESOLUTION 2017-2 PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS AND RECISSION OF RESOLUTION 2011-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto:

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions; WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

- 1. Resolution 2011-2 is rescinded.
- 2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
- 3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
- 4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
- 5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and

the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

- 6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.
- 7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.
- 8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.
- 9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.
- 10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.
- 11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective Upril 25 , 2017.

APPROVED
State
Administrative Board

APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS

(PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is \$500,000 or greater.

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
• Region Engineer approval required prior to start of work.	\$499,999 or less	Not required
• Form 426 must be signed by the Region Engineer.		Note: Emergency contracts \$250,000 or greater require SAB approval.
 Documentation of amendment is required by the Municipality. Send revised Form 426 to the Transportation Systems Management Operations (TSMO), Contract Specialist for review and approval prior to the start of work. 	\$500,000 or greater	Required prior to the start of work. Note: When the sum of the contract and all amendments
prior to the start of work.		total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.



GRETCHEN WHITMER GOVERNOR

BRADLEY C. WIEFERICH, P.E. DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date
Contract Agency Name Address Contact Person, Title
RE: Letter of Understanding for State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)
Dear:
This Letter of Understanding is in follow up to our recent meeting held on and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.
The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City (or Village) of The work activities are to be conducted by the City (Village) as a part of the Contract with MDOT.
The Scope of Work shall include traffic control to perform the work.
Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.
Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.
Subcontracting of any work activities shall be in accordance with Section 9 of the Contract.

Name Page 2 Date	
Please sign each of the two original letters ethe other copy to my attention.	enclosed. Please keep one copy for your records and return
	Sincerely,
	Name Maintenance Coordinator (or Engineer) MDOTTSC
APPROVED BY:	
City (Village) of agrees to the term	ns and conditions stated in this agreement.
Dated this day of, 2024	
Name, Title	
APPROVED BY:	
Region Engineer Michigan Department of Transportation	Date

Appendix G

Michigan Department of Transportation 0572 (03/2024)

MUNICIPALITY FIRM UNIT PRICES

Clear Form

MUNICIPALI	TY NAME.			EFFECTIVE DATE	
TYP	E OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	ITEM LOCATION	PRICE
		1			112
					-14 11 0
3. 8 4. 0 1tem Loc. 1. 2. 3. Price Inc. 1. 2. 3. 4. 5. 6.	Other (Describe): ations Pit Site Yard Other (Describe):		a winter salt∕san⊲	d mixture)	
MUNICIPALI	TY SUBMITTED BY				
NAME		TITLE		[DATE
UDOT 1 DE	OVER BY				
MDOT APPR	OVED BY	TITLE		1.	DATE
NAME		IIILE			DATE
				The second secon	

Appendix H

Michigan Department of Transportation 5191 (02/2024)

MUNICIPALITY SNOW HAULING CALCULATION FORM



MUNICIPALITY NAME	ROUTE	EFFECTIVE DATE
KETCH OF ROADWAY AND SNOW HAULING LIMI	ıts	
	700	
	WIDTH OF AREA DESIGNATE	D FOR TRAFFIC MOVEMENT (ADTM)
ft		ft
ft SNOW HAL	ULING RATE (SHR): SHR = ADTM / WSH	ft H %
ft	ULING RATE (SHR): SHR = ADTM / WSH	ft H %
ft SNOW HAU SHR:	ULING RATE (SHR): SHR = ADTM / WSH	ft H %
ft SNOW HAU SHR:	ULING RATE (SHR): SHR = ADTM / WSH	ft H %
ft SNOW HAU SHR:	ULING RATE (SHR): SHR = ADTM / WSF	ft H %
SNOW HAL	ULING RATE (SHR): SHR = ADTM / WSH	ft H %

MDOT 5191 (02/2024)

Back to Form

DEFINITIONS

Total Width of Snow Hauling (WSH): Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

Width of Area Designated for Traffic Movement (ADTM): The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet ADTM: 36 feet

Snow Hauling Rate: 36 feet (ADTM) / 66 feet (WSH) = 55%

Michigan Department of Transportation 0428 (02/01)

CERTIFICATE OF INSURANCE FOR STATE HIGHWAY MAINTENANCE CONTRACT

Information required by MDOT to report insurance coverage.

DISTRIBUTION:
Original - Maintenance Div.
Copy - Insured Party
Copy - Insurance Agency
Copy - Insurance Company

TO MICHIGAN DEPARTMENT OF TRANSPORTATION: The subscribing insurance company certifies that the motor vehicle insurance for limits of liability as indicated, herein, has been procured by and furnished in behalf of the named insured.

NAME OF INSURED		ADDRESS					
		TYPE OF IN	SURANCE				
	FFFCTIVE		COVED	* LIMITS OF LIABILITY			
INSURANCE	POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	COVER- AGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
Automobile Liability Insurance with respect to owned, hired				B. 1.			
and non-owned automobiles.				P. D.			
The subscribing company agrees that the policy referred to herein shall not be changed or cancelled until thirty (30) days written notion has been given to the MICHIGAN DEPARTMENT OF TRANSPORTATION, Lansing, Michigan.				written notice			
INSURANCE COMPANY		ADDRESS					
AUTHORIZED REPRESENTATIV	/E SIGNATURE (Do not stamp.)				DATE		

^{*} This limits of liability shall be no less than \$250,000 each person and \$500,000 each accident for Bodily Injury.

MUNICIPALITY FIRM UNIT PRICES

MUNICIPALITY NAME				EFFECTIVE DATE	
TYPE OF MATERIALS PRODUCED OR SUPPLIED	UNIT OF MEASURE	UNIT PRICE	IT	EM LOCATION	PRICE INCLUDES
Type of Materials produced or supplied by Municipality 1. Aggregate 2. Winter Sand 3. Salt 4. Other (Describe): Item Locations 1. Pit Site 2. Yard 3. Other (Describe): Price Includes 1. Processing or Mixing Costs 2. Stockpiling or Hauling to Stockpile Costs 3. Royalty Costs 4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture) 5. Winter Sand 6. Bituminous Costs 7. Other (Describe):					
MUNICIPALITY SUBMITTED BY					2.75
NAME	TITLE				DATE
MDOT APPROVED BY					
NAME	TITLE				DATE

MUNICIPALITY SNOW HAULING CALCULATION FORM

MUNICIPALITY NAME	ROUTE		EFFECTIVE DATE
SKETCH OF ROADWAY AND SNOW HAULING LIMITS			
TOTAL WIDTH OF SNOW HAULING (WSH) ft	WID.	TH OF AREA DESIGNATED FOR TRAFFIC MOVEM ft	ENT (ADTM)
	RATE (SH	R): SHR = ADTM / WSH %	
SHR:	1	= %	
MIINI	CIPALITY	SUBMITTED BY	
NAME		TITLE	
NAME	IDOT APP	ROVED BY TITLE	

DEFINITIONS

Total Width of Snow Hauling (WSH): Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

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WSH: 66 feet ADTM: 36 feet

Snow Hauling Rate: 36 feet (ADTM) / 66 feet (WSH) = 55%

Municipality Contracts – Request for Information

Name of Contract Agency		Date:
Contract Administrator	Name:	Title:
Highway Maintenance Foremen	Name:	
,		
Will Firm Unit Prices be used?	Yes - submit form 0572.	No
Snow Hauling?	Yes: insert % and submit form 5191.	No
Name of Person Authorized to sign the contract	Name:	Email:

Submit the following forms:

- Certificate of Insurance (form 428)
- Firm Unit Price (form 0572) if it applies.
- Snow Hauling (form 5191) if it applies.
- Resolution which names individual authorized to sign the contract. If available, submit, if not it will be required during the signing process.

CITY OF BANGOR VAN BUREN COUNTY, MICHIGAN RESOLUTION 2024-13

RESOLUTION AUTHORIZING CONTRACT SIGNATORIES

Councilmember	, supported by Co	ouncilmember
moved the adoption of the follow	wing resolution:	
WHEREAS, the Michigan De	epartment of Transpor	tation and the City of Bangor are
mutually agreeable to entering	into contract #	to perform State Trunkline
maintenance; and		
WHEREAS, the term of the con	ntract is October 1, 202	24 through September 30, 2029; and
	tenance agreement and	City Council of the City of Bangor dauthorize Mayor Lynne Farmer
YEAS:		
NAYS:		
ABSTAIN:		
ABSENT:		
RESOLUTION DECLARED	ADOPTED/DENIED) .
Dated: July 1, 2024		
		Shelly Umbanhowar City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Bangor at a meeting held July 1, 2024, and that public notice of said meeting was given pursuant to Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: July 1, 2024	
•	Shelly Umbanhowar
	City Clerk



County-wide Road Millage Renewal Proposal

Jill Brien <jillbrien@vbcrc.org>

Tue, Jun 18, 2024 at 1:17 PM

To: "clerk@bangormi.org" <clerk@bangormi.org> Cc: Bret Witkowski <BretWitkowski@vbcrc.org>

Hello,

With the County-wide Road Millage up for renewal on August 6, 2024, the Van Buren County Road Commission has been working to educate the constituents in Van Buren County before absentee ballots are cast beginning in early July. The attached brochure has been helpful in explaining the purpose of the millage, how it is distributed (directly to the cities/villages and Road Commission by the Treasurer), etc. If you would please print a small quantity of the attached brochure for your constituents who come to the City/Village Hall, and/or post a digital copy of the brochure on your website, presuming you haven't already made something else available, we would be most appreciative!

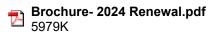
In addition to the brochure, we have prepared the attached Resolution for your consideration. If you would please consider the Resolution at your next meeting it would also be appreciated. It is our goal to receive resolutions of support from each city/village benefitting from this county-wide road millage.

Thank you for your consideration!

Jill Brien Administrative Assistant-Board Secretary

VAN BUREN COUNTY ROAD COMMISSION 325 West James Street, P.O. Box 156 Lawrence, Michigan 49064 P: (269) 674-8011, Ext. 236 F: (269) 674-3770 jillbrien@vbcrc.org

2 attachments





DID YOU KNOW?

The citizens of Van Buren County have supported a road millage since 1978 when it was first approved. It was last renewed in 2020.

The road millage provides funds for the purpose of maintaining, repairing, and constructing public streets, avenues and roads in Van Buren County. In fact, the funds from the county-wide road millage are a substantial part of the annual road budget for the Road Commission, and for all cities, villages and townships located in the County.

In addition, because a major portion of the road work is completed by local contractors, this millage helps to keep jobs right here where we need them: in Van Buren County and the surrounding localities.

The County-Wide Road Millage Proposal is to RENEW the expiring millage for roads. The Proposal seeks to renew a 0.9721-mill for four years. For a home with a taxable value of \$100,000 (\$200,000 market value), the mill would cost a homeowner approximately \$100.00 annually. These millage dollars are spent directly on repairing and constructing roads in Van Buren County. Routine maintenance operations, such as snow removal, pothole filling, pavement marking, roadside mowing, tree removals, etc. as they are funded by fuel tax and vehicle registration fees NOT the county-wide road millage.



VAN BUREN COUNTY ROAD COMMISSION

COUNTY-WIDE MILLAGE RENEWAL PROPOSAL 2024

Van Buren County Road Commission

325 West James Street Post Office Box 156 Lawrence, MI 49064

Phone: 269-674-8011 Fax: 269-674-3770

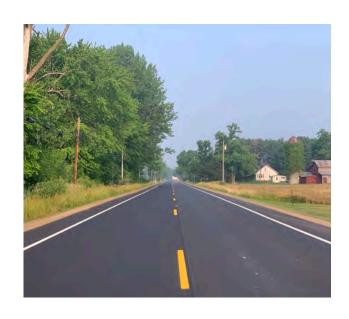
Email: vbcrc@vbcrc.org

Managing Director:

Bret Witkowski

Board of County Road Commissioners:

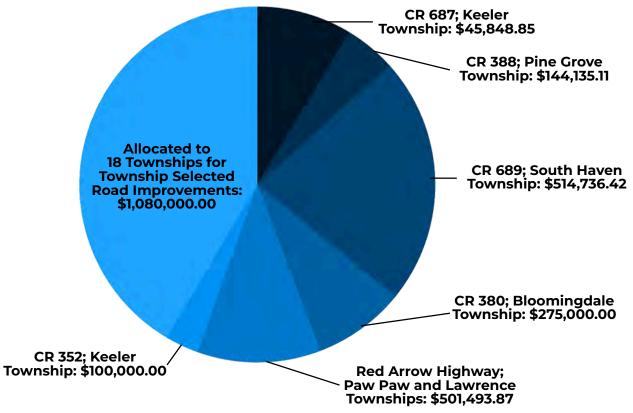
Reginald D. Boze, Chairman Doug Burleson, Vice-Chairman W. C. Askew, Sr., Member Gregory H. Kinney, Member Wayne Nelson, Member



Better Highways: Save Lives, Save Time, Save Money.

THE ROAD MILLAGE IS VITAL TO VAN BUREN COUNTY ROADS

It may come as a surprise to learn that road commissions receive almost all of their revenues from fuel taxes and vehicle registration fees through the State of Michigan Transportation Fund (MTF). These funds are what the Road Commission utilizes in its routine operations to maintain the county road system which consists of 1,313 miles, including over 72 bridges. Improvement and large-scale projects such as reconstruction, large culvert or bridge replacements, and mill and fills are dependent on the millage to continue. The graph below shows one year (2023) of the Road Commission's distributions received from the county-wide road millage.



The VBCRC will be hosting Public Information Meetings regarding the road millage renewal proposal on the August 6, 2024 Primary Ballot. Road Commission staff and officials will host discussions on the proposed millage renewal, current road conditions, current available road funding, the intent of the millage renewal, as well as seek public input and answer questions at these meetings.

Thursday, June 20th at 11 AM and 6 PM Van Buren Conference Center; 490 S. Paw Paw Street, Lawrence

VOTE AUGUST 6, 2024

Our road network is vital to the social and economic welfare of the citizens of Van Buren County. Our economy is based heavily on agriculture, agri-business and tourism. In addition, thousands of children are transported daily over the county-wide road network. A well-developed road network enables all of us to travel safely to and from work and school, and to and from our shopping and entertainment centers.



CITY OF BANGOR VAN BUREN COUNTY, MICHIGAN RESOLUTION 2024-14

RESOLUTION IN SUPPORT OF COUNTY-WIDE ROAD MILLAGE BALLOT PROPOSAL

Councilmember, supported by Cou	uncilmember moved
the adoption of the following resolution:	
WHEREAS, in 1978 the voters in Van Buren Counwhich has been renewed every four years since; and,	nty instituted a county-wide road millage
WHEREAS, on August 6, 2024 voters in Van Buren C	County will be asked to renew the 0.9721-
mill countywide road millage for another four years; an	nd,
WHEREAS, the levy generates sums that are distri	ibuted to the Van Buren County Road
Commission and the 11 cities and villages in the c	county for the maintenance, repair, and
construction of all streets, avenues and roads that are p	oublic in Van Buren County; and,
NOW, THEREFORE, BE IT RESOLVED that the	City of Bangor, through this Resolution,
voices its support of the renewal of the county-wide ro	ad millage in Van Buren County so as to
continue to maintain a safe and reasonable road system	n for the traveling public.
YEAS:	
NAYS:	
ABSTAIN:	
ABSENT:	
RESOLUTION DECLARED ADOPTED/DENIED	
Dated: July 1, 2024	Shelly Umbanhowar
	City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City
Council of the City of Bangor at a meeting held July 1, 2024, and that public notice of said meeting
was given pursuant to Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: July 1, 2024	
•	Shelly Umbanhowar
	City Clerk

CITY OF BANGOR VAN BUREN COUNTY, MICHIGAN RESOLUTION 2024-15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANGOR, MICHIGAN, AUTHORIZING THE ADDITION JUNE 19th AS JUNETEENTH A FEDERAL HOLIDAY TO BENEFITS, D. HOLIDAYS OF THE CITY OF BANGOR PERSONNEL HANDBOOOK

Councilmember	, supported by C	Councilmember	moved
the adoption of the following	resolution:		
WHEREAS, the Benefits, See	ction D of the City of B	Sangor Personnel Handbo	ook, provides for the
City Council that all regula	r status employees ar	re entitled to a paid ho	oliday, observed in
accordance with the official fe	ederal and state calenda	ar; and,	
WHEREAS, the City Cou	uncil, has authorized	adding Juneteenth (June 19th) as a
Federal Holiday;			
NOW, THEREFORE, the Ca	ity Council of the City	of Bangor does hereby r	resolve as follows:
Handboook, Section D SECTION 2. EFFECT force upon passage and	TIVE DATE. That the	nis resolution shall take	effect and be in full
YEAS:			
NAYS:			
ABSTAIN:			
ABSENT:			
RESOLUTION DECLARE	D ADOPTED/DENIE	ZD.	
Dated: July 1, 2024		Shelly Umbanho	war

City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City
Council of the City of Bangor at a meeting held July 1, 2024, and that public notice of said meeting
was given pursuant to Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: July 1, 2024	
•	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: City Attorney Opinion Cemetery Committee Expenditures

Date: 06/27/24

Summary:

Motion made at 6/17/24 Regular City Council meeting to table this item for further investigation and information from City Attorney Scott Graham.

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

Council Action:

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



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: Cemetery Committee

Date: 6/26/2024

City Council,

As described in the Bangor Code of Ordinances, Chapter 91: Cemeteries and Parks, the City Manager shall appoint three members of the City Council to act as the Cemetery Committee. It shall be their duty to supervise the expenditures of the cemetery fund and see that the terms of this subchapter are properly executed.

I am appointing three members of the City Council to act as the Cemetery Committee beginning immediately and running through April 2025. In April 2025, another appointment will occur. As my first appointment, Mayor Farmer has served on the Cemetery Committee for years and has a great deal of knowledge, experience, and resources. The cemetery is one of her passions. If she is willing, I would like her to be the first appointment to the Cemetery Committee.

With the additional council appointments, I would like to entertain a discussion and seek volunteers who are able to provide an explanation of why they would like to serve on the Cemetery Committee and what they have to offer the committee.

If volunteers are not available, I will make appointments as I see fit.

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: Code Enforcement Officer Position

Date: 6/25/2024

City Council,

An employment position for the code enforcement officer was posted on the city website and Indeed from May 7th – June 21st, 2024. Additionally, the code enforcement position was advertised in the Reminder newspaper for two consecutive weeks. The city received over a dozen resumes and letters of interest. Applicants were selected and invited for oral interviews that took place on June 21st, 2024.

An interview panel was created that consisted of Fire Chief Babcock, Police Officer Paul Leonard, and City Manager Weber. The panel conducted formal interviews of the applicants. The panel selected Ezekiel Drake to receive a conditional job offer.

Ezekiel Drake has previous experience in code enforcement. Ezekiel enforced codes and ordinances while he was employed with the Village of Mattawan from February 2020 through September 2023. His knowledge and experience will be beneficial to the City of Bangor.

It is respectfully requested that the Council approve the appointment of Ezekiel Drake to be the Code Enforcement Officer.

Respectfully,

City Manager City of Bangor

Justin Weber



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

CODE ENFORCEMENT INTERVIEW

p	pli	cants Name:Date:
	1.	Please tell us about yourself and why you feel you are the best candidate for this position?
	2.	What knowledge do you have about the City of Bangor?
	3.	What are your professional and career goals?
	4.	In your opinion, what is the most important skill for code enforcement officers?
	5.	What experience do you have for a code enforcement officer position?
	6.	What strategies will you use to ensure all relevant ordinances and regulations are being followed?
	7.	How will you educate the City of Bangor and its residents about code enforcement?

3. Please describe some of your weaknesses and how you will be able to improve.	
9. Share an experience where you have performed well under pressure.	
10. Give an example of how you have prioritized your tasks and managed your time.	
11. Describe a time when you had to deal with a difficult customer. What was the situation, which actions did you take, and what were the results?	
12. Tell us about a time when you anticipated potential problems and came up with preventative measures.	
13. Share a time when you made the wrong decision and how you reacted to it.	
14. Tell us about a past employment experience when you had to follow specific rules, regulations, and policies.	
15. Tell us about a conflict you had with a co-worker / or supervisor. What was the situation, which actions did you take, and what were the results?	
If offered a position, when are you available to start?	
Do you have questions for us?	

State of Michigan

I, Ezekiel Drake, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of this State, and that I will faithfully discharge the duties of the office of Code Enforcer, in and for the City of Bangor, County of Van Buren, and State of Michigan, according to the best of my ability.

Ezekiel Drake

Subscribed and sworn to before me, this 1st day of July, 2024

Shelly Umbanhowar, Clerk for the City of Bangor

Van Buren County, Michigan

City of Bangor's 2023-2024 Final Budget Amendments

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

GENERAL FUND - City Operations

ACT.#	REVENUES	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101	GENERAL FUND	Shift	s	2023-2024	Budget after \$ Shifts	6/30/2024	Used
402000	Property Taxes - Real			350,000	350,000	348,986.62	99.71%
403000	Property Taxes Personal			100,000	100,000	100,872.43	100.87%
404000	Bangor Park Tax			10	10	(8.75)	-87.50%
403276	Bangor Cemetery Tax			15,000	15,000	15,400.86	102.67%
408000	Property Tax Police		_	100,000	100,000	160,291.88	160.29%
427000	Water Payment in Lieu of Taxes			2-	-	- 40	0.00%
439000	MRE Revenue-State Share Marijuana Sales		1	100,000	100,000	119,366.57	119.37%
446000	Interest/Late Fees - Delinq.			6,000	6,000	5,706.56	95.11%
453000	Special Assessments- Cleanup/Mowing			1,000	1,000		0.00%
476000	Bldg. Permits & Certif. Of Occup.)	25,000	25,000	35,149.11	140.60%
480000	Fence Permits			100	100	125.00	125.00%
485000	Marijuana Licensing Permits			- 15,000	-15,000	6,000.00	40.00%
543000	State Grants - PA 302 (BPD)			1,000	1,000	2,136.36	213.64%
543010	State Liquor Control (BPD)			2,000	2,000	2,170.30	108.52%
543020	Drug Forfeitures (BPD)		J	-		Maria Carrilla	0.00%
543301	State Grants/Police					311.00	100.00%
550000	Ordinance Violations & Occupancy			10,000	10,000	8,113.07	81.13%
573000	Community Stabilization			20,000	20,000	11,061.11	55.31%
574000	State Shared Revenue			220,000	220,000	184,356.00	83.80%
574002	CVTRS Revenue			100,000	100,000	95,604.00	95.60%
618000	CFS - Tax Admin Fee			20,000	20,000	23,402.83	117.01%
624000	CFS - Weekly Trash Service			140,000	140,000	125,088.74	89.35%
633000	CFS - Cemetery Foundations			2,000	2,000	3,388.05	169.40%

634000	CFS - Grave Openings.Cremains			6,000	6,000	8,550.00	142.50%
635000	CFS - Cemetery Space Sales			3,000	3,000	4,910.00	163.67%
636000	Perpetual Care			3,500		1,000	0.00%
000000	Cemetery Donations/Historical						0,0078
637000	Soc			10,000	10,000	10,000.00	100.00%
642000	Charges for Services			500	500	198.25	39.65%
642301	Charges for Services-BPD School RO			60,000	60,000	34,178.20	56.96%
660000	Fines & PD Reports/Tickets		3-10-1	5,000	5,000	8,207.70	164.15%
664000	Payment in Leui of Taxes			and the second	157	T#1	0.00%
665000	Interest Income			7,000	7,000	6,369.30	90.99%
668000	Franchise Fees, Rents & Royalties			18,000	18,000	15,103.74	83.91%
675000	Donations/Parks & Rec			100	100	875.00	875.00%
675001	Donations/Police			500	500	120.00	24.00%
675002	Donations			2,000	2,000	225.20	11.26%
692000	FOIA Fee			500	500	355.50	71.10%
694000	Misc. Income			35,000	35,000	46,350.61	132.43%
694001	Credit Card Admin Fee			2,000	2,000	2,854.39	142.72%
	TOTALS	F 1		1,376,710	1,376,710	1,385,819.63	100.66%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-101	CITY COUNCIL	Shifts	,	2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary		200	25,000	25,200	25,116.72	100.47%
715000	Fica and Medicare			2,000	2,000	1,921.43	96.07%
725000	Work Comp			500	500	214.60	42.92%
727000	Office Supplies						
808000				-	-	297	0.00%
	Audit						0.00% 89.25%
818000	Audit Contractual Services			2,000	2,000	1,785.00	0.00% 89.25% 0.00%
818000 826000	1.12(1)(1)						89.25%
	Contractual Services			2,000	2,000	1,785.00	89.25% 0.00%
\$26000	Contractual Services Legal Fees			2,000	2,000	1,785.00 - 107,925.00	89.25% 0.00% 215.85%
826000 850000	Contractual Services Legal Fees Communications	(400)		2,000	2,000 - 50,000 -	1,785.00 - 107,925.00	89.25% 0.00% 215.85% 0.00%
826000 850000 864000	Contractual Services Legal Fees Communications Membership and Dues	(400)		2,000 - 50 000 - -	2,000 - 50,000 - -	1,785.00 - 107,925.00 - -	89.25% 0.00% 215.85% 0.00% 0.00%
826000 850000 864000 880000	Contractual Services Legal Fees Communications Membership and Dues Community Promotion	(400)		2,000 - 50,000 - - 5,000	2,000 - 50,000 - -	1,785.00 - 107,925.00 - -	89.25% 0.00% 215.85% 0.00% 0.00% 91.54%
\$26000 850000 864000 880000 880100	Contractual Services Legal Fees Communications Membership and Dues Community Promotion Apple Festival	(400)		2,000 - 50,000 - - 5,000	2,000 - 50,000 - - 4,600	1,785.00 - 107,925.00 - - 4,576.96	89.25% 0.00% 215.85% 0.00% 0.00% 91.54% 0.00%
826000 850000 864000 880000 880100 900000	Contractual Services Legal Fees Communications Membership and Dues Community Promotion Apple Festival Printing and Publishing	(400)		2,000 - 50,000 - 5,000 - 500 16,000	2,000 - 50,000 - - 4,600 - 500	1,785.00 - 107,925.00 - - 4,576.96 - 151.49	89.25% 0.00% 215.85% 0.00% 0.00% 91.54% 0.00% 30.30%
850000 850000 864000 880000 880100 900000	Contractual Services Legal Fees Communications Membership and Dues Community Promotion Apple Festival Printing and Publishing Insurance and Bonds	(400)		2,000 - 50,000 - - 5,000 - 500	2,000 - 50,000 - - 4,600 - 500 16,000	1,785.00 - 107,925.00 - - 4,576.96 - 151.49 15,990.60	89.25% 0.00% 215.85% 0.00% 0.00% 91.54% 0.00% 30.30% 99.94% 90.00%
826000 850000 864000 880000 880100 900000 910000 956010	Contractual Services Legal Fees Communications Membership and Dues Community Promotion Apple Festival Printing and Publishing Insurance and Bonds Education and Training Cash - Short and Over Totals	(400)	200	2,000 - 50,000 - - 5,000 - 500 16,000 2,000	2,000 - 50,000 - - 4,600 - 500 16,000 2,000	1,785.00 - 107,925.00 - 4,576.96 - 151.49 15,990.60 1,800.00	89.25% 0.00% 215.85% 0.00% 0.00% 91.54% 0.00% 30.30% 99.94% 90.00% 29.08%
826000 850000 864000 880000 880100 900000 910000 956010	Contractual Services Legal Fees Communications Membership and Dues Community Promotion Apple Festival Printing and Publishing Insurance and Bonds Education and Training Cash - Short and Over		200 Adding	2,000 - 50,000 - - 5,000 - 500 16,000 2,000 100	2,000 - 50,000 - - 4,600 - 500 16,000 2,000 100	1,785.00 - 107,925.00 - - 4,576.96 - 151.49 15,990.60 1,800.00 29.08	89.25% 0.00% 215.85% 0.00% 0.00% 91.54% 0.00% 30.30% 99.94% 90.00%

Page 2 of 21

70300	Salary	(5,000)		35,000	30,000	28,657.07	81.88%
71500	Fica and Medicare			1,500	1,500	1,043.13	69.54%
71600	Health Insurance	(500)		1,000	500	(50.08)	-5.01%
72300	Retirement			C			0.00%
72400	Unemployment			100	100	33.25	33.25%
72500	Work Comp			100	100	71.53	71.53%
72700	Office Supplies			- 1			0.00%
85000	Communications			4		- O+ 1	0.00%
86000	Transportation			•	1.	I	0.00%
864000	Membership and Dues			-	(3)		0.00%
900000	Printing and Publishing					T+7(0.00%
91000	Insurance and Bonds						0.00%
95601	Education & Training		200	-	200	200.00	100.00%
97700	New Equipment		A 1		(· · · · · · · · · · · · · · · · · · ·		0.00%
	Totals	(5,500)	200	37,700	32,400	29,954.90	77.64%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-215	CITY CLERK	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary	(500)		40,500	40,000	37,557.48	92.73%
706001	Hourly Wages			27		-540	0.00%
715000	Fica and Medicare			3,000	3,000	2,843.56	94.79%
716000	Health Insurance		2,000	10,000	12,000	11,917.13	119.17%
724000	Unemployment			500	500	206.91	41.38%
725000	Work Comp			500	500	71.53	14.31%
727000	Office Supplies			-			0.00%
818000	Contractual Services			-	79.1		0.00%
820000	Elections	(2,000)		15,000	13,000	12,456.00	83.04%
856400	Membership and Dues		100		100	75.00	100.00%
900000	Printing and Publishing			3.1			0.00%
910000	Insurance and Bonds				19.7	y o'+ v'	0.00%
956010	Education and Training			2,500	2,500	2,279.78	91.19%
977000	New Equipment						0.00%
	Totals	(2,500)	2,100	72,000	71,600	67,407.39	93.62%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-253	CITY TREASURER	Shifts	Z-11	2023-2024	Budget after \$ Shifts	6/30/2024	Used
70300	Salary			30,000	30,000	28,790.77	95.97%
71500	Fica and Medicare			2,500	2,500	2,188.91	87.56%
71600	Health Insurance			16,000	16,000	14,817.32	92.61%
72400	Unemployment			500	500	166.25	33.25%
72500	Work Comp			500	500	71.53	14.31%
72700	Office Supplies				2.1	120	0.00%

	Audit			* 1		-	0.00%
	Contractual Services -			1244	243.	0.000.55	00 0401
	Accounting Services			7,000	7,000	6,202.50	88.61%
-,	Assessor/Board, of Review			18,000	18,000	16,518.31	91.77%
	Membership and Dues				2	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	0.00%
1.0 G / E.G. / L	Printing and Publishing			-	. · · · · · · · · · · · · · · · · · · ·	12	0.00%
	Insurance and Bonds				0.0		0.00%
95601	Education and Training	(450)		500	50	50.00	10.00%
97700	New Equipment				2.4	- 1 · ·	0.00%
/ = 14	Totals	(450)	- 2	75,000	74,550	68,805.59	91.74%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-265	CITY HALL	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary	(17,000)		25,000	8,000	4,732.76	18.93%
706000	Hourly Wages	(13,000)		15,000	2,000	349.50	2.33%
715000	Fica and Medicare	(4,000)		5,000	1,000	532.97	5.10%
716000	Health Insurance					(C <u>+</u> ut	0.00%
716100	Health Insurance-Retiree		2,500	36,000	38,500	38,305.63	98.56%
724000	Unemployment			1,000	1,000	653.46	65.35%
725000	Work Comp			•			0.00%
727000	Office Supplies			5,000	5,000	4,296.84	79.66%
740000	Operating Supplies		500	2,000	2,500	2,083.95	88.43%
775000	Repairs and Maintenance	(1,000)		5,000	4,000	3,279.04	55.74%
808000	Audit	(5,000)		30,000	25,000	20,931.67	69.77%
818000	Contractual Services		3,500	20,000	23,500	22,682.62	113.41%
	Postage Meter - Refill					3,551.16	
	Postage Meter - Lease					296.16	
	Copier Printing					3,045.89	
	Copier Lease - City Hall					1,737.25	
	Cintas - Rug Rental					1,094.11	
	Terminix Pest Control - City Hall					583.80	
	Shred Truck					408.25	
	BS&A Software					8,537.00	
	Cyber Insurance	4				3,277.00	
850000	Communications		2,000	23,000	25,000	22,817.71	99.21%
864000	Membership and Dues		1,500	2,000	3,500	3,414.28	170.71%
900000	Printing and Publishing			3,000	3,000	1,973.52	65.78%
910000	Insurance & Bonds			5,000	5,000	4,821.60	96.43%
920000	Utilities	-		8,000	8,000	6,773.98	84.67%
943000	Equipment Rental			5,000	3,000	5,	0.00%
956000	Miscellaneous		12,000	4,000	16,000	13,146.73	354.51%

	Credit Card Service Charges					5,921.19	
	Bank Service Charges					433.64	
	Logo Survey					99.00	
	BHC	C = 40 - 10				7,581.80	
	DDA					(3,313.56)	
	Pedestrian Signs					2,400.66	
	Banner					24.00	
9560010	Education & Training			500	500	79.50	15.90%
977000	New Equipment	C 1		3,500	3,500	2,986.38	85.33%
	Totals	(40,000)	22,000	193,000	175,000	153,862.14	83.69%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-276	CEMETERY	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
70300	Salary			5,000	5,000	4,176.97	83.54%
70600	Hourly Wages	(1,500)	Y	20,000	18,500	17,426.09	87.13%
706001	Overtime	(1,000)		1,500	500	422.27	28.15%
71500	Fica and Medicare	(300)		2,000	1,700	1,585.01	79.25%
71600	Health Insurance	(1,500)		2,500	1,000	595.35	23.81%
72300	Retirement			-	•		0.00%
72400	Unemployment			100	100	89.20	89.20%
72500	Work Comp			500	500	429.20	85.84%
80800	Audit			4.	· ·		0.00%
81800	Contractual Services		200	18,000	18,200	18,159.82	100.89%
	DPW Roof					4,997.50	
	Mowing					8,333.32	
	Foundations					2,979.00	
4	Tent for Wreaths					350.00	
	Engineering's Investigation					1,500.00	
91000	Insurance & Bonds			500	500	411.00	82.20%
93200	Cemetery Maintenance	(1,200)		2,700	1,500	1,425.80	52.81%
932001	Cemetery Maintenance-Millage			25,000	25,000	30,473.64	121.89%**
94300	Equipment Rental						0.00%
	Totals	(5,500)	200	77,800	72,500	75,194.35	96.65%

Stephanie Cagle: There is a balace carryover from prior FY's***

ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-301	POLICE DEPARTMENT	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary			30,000	30,000	27,452.50	91.51%
706000	Hourly Wages		10,000	300,000	310,000	298,341.41	99.45%
7060010	Overtime			23,000	23,000	19,587.04	85.16%
715000	Fica and Medicare			30,000	30,000	27,841.96	92.81%
716000	Health Insurance	(5,000)		30,000	25,000	24,393.46	81.31%

724000 Une	employment			1,000	1,000	984.62	98.46%
725000 Wo	ork Comp			12,000	12,000	862.00	7.18%
727000 Offi	ice Supplies			500	500	387.24	77.45%
740000 Ope	erating Supplies		1,000	3,000	4,000	3,150.66	105.02%
742000 Uni	forms and Cleaning	(6,000)		8,000	2,000	1,739.94	21.75%
743010 Liqu	uor Control						0.00%
743020 Dru	ug Forfeiture				7-1		0.00%
775000 Rep	pairs and Maintenance			10,000	10,000	2,441.75	24.42%
818000 Cor	ntractual Services	(2,500)		10,000	7,500	7,090.55	69.24%
	Police Copier Lease					3,061.44	
	Cintas - Rug Rental					51.47	
	Report Writing Software					3,977.64	
826000 Leg	gal Fees			-		-	0.00%
850000 Cor	mmunications		1,500	7,000	8,500	7,225.36	103.22%
860000 Tra	insportation			14	÷		0.00%
864000 Me	mbership and Dues	(950)		1,000	50	45.00	4.50%
900000 Prir	nting and Publishing				A TOTAL PROPERTY		0.00%
910000 Insi	urance and Bonds			20,500	20,500	20,257.00	98.81%
920000 Util	lities			4,000	4,000	3,273.25	81.83%
943000 Equ	uipment Rental			4	- 121		0.00%
956010 Edu	ucation and Training	(2,000)		5,000	3,000	2,802.44	56.05%
956060 MJ	TF - PA 302 Grant		700	1,000	1,700	1,693.92	169.39%
960000 Dru	ig Screen			500	500	228.00	45.60%
977000 Nev	w Equipment			10,000	10,000	2,800.00	28.00%
	Totals	(16,450)	13,200	506,500	503,250	452,598.10	89.36%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-371	CODE ENFORCEMENT	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000 Sal	ary	(1,000)		7,000	6,000	5,760.00	82.29%
706000 Hou	urly Wages			-			0.00%
715000 Fica	a and Medicare	(1,000)		1,500	500	440.61	29.37%
716000 Hea	alth Insurance			-	8 <u>-</u> 81,	5-01	0.00%

724000	Unemployment				9,0	1741	0.00%
725000	Work Comp			500	500	214.61	42.92%
727000	Office Supplies		200	Ja 7	200	145.84	100.00%
818000	Contractual Services		5,800	37,400	43,200	41,026.61	109.70%
	Building Inspector					10,593.51	
	Mechanical Inspector					11,830.50	
	Electrical Inspector					7,122.60	
	Downpayment Slaughter House						
	Demo					9,500.00	
	Code Mowing					1,000.00	
	Asbestos Survey Slaughter House					980.00	
826000	Legal Fees			-			0.00%
900000	Printing and Publishing		600	1,000	1,600	1,418.19	141.82%
910000	Insurance and Bonds				1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		0.00%
955000	Ordinance Violations & Occupancy	(600)		1,000	400	340.00	34.00%
956010	Education and Training			4 1	**		0.00%
997000	New Equipment				i i	(<u>a</u>):	0.00%
	Totals	(2,600)	6,600	48,400	52,400	49,345.86	101.95%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-441	PUBLIC SERVICES	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary						0.00%
706000	Hourly Wages				*		0.00%
715000	Fica and Medicare	-			17.5		0.00%
724000	Unemployment			100	100	15.60	15.60%
725000	Work Comp			-	411	4	0.00%
818000	Contractual Services				(A. (1)	1.4	0.00%
826000	Legal Fees					-	0.00%
828000	Ref/Recycle & Sp/Fl Cleanup		23,200	140,000	163,200	162,840.96	116.31%
The Color of the C	Community Promotion	(300)		6,000	5,700	5,668.89	94.48%
900000	Printing and Publishing			-			0.00%
910000	Insurance and Bonds				+	121	0.00%
920000	Utilities		1,500	8,000	9,500	8,866.83	110.84%
943000	Equipment Rental					-	0.00%
956020	Regional Airport Authority			_			0.00%
956030	Van Buren County Transport.			74.6			0.00%
The second second	TIFA Taxes to DDA					-	0.00%
12.2.2.2.3.2	Project Costs						0.00%
967000	I TOJECT COSTS						

ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-450	STREET LIGHTING	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
818000	Contractual Services					· ·	0.00%
920000	Utilities	(1,000)		5,000	4,000	2,900.37	58.01%
926000	Street Lighting				-		0.00%
	Totals	(1,000)		5,000	4,000	2,900.37	58.01%
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-691	PARKS	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary			5,000	5,000	4,176.96	83.54%
706000	Hourly Wages		3,500	15,000	18,500	17,427.41	116.18%
706001	Overtime			1,000	1,000	422.01	42.20%
715000	Fica and Medicare			2,000	2,000	1,585.30	79.27%
716000	Health Insurance			2,500	2,500	595.20	23.81%
724000	Unemployment			100	100	89.20	89.20%
725000	Work Comp			500	500	214.60	42.92%
740000	Operating Supplies	4					0.00%
775000	Repairs and Maintenance			19,500	19,500	19,131.87	98.11%
775001	Repairs and Maintenance from Park Tax			į.	4		0.00%
818000	Contractual Services		1,000	15,000	16,000	15,610.28	104.07%
	DPW Roof					4,997.50	
	Mowing					8,333.36	
	Engineer's Investigation	-				1,500.00	
	Mora Park Irrigation Repairs					275.00	
	Park Rental Refund					200.00	
	Repairs					304.42	
910000	Insurance and Bonds			2,000	2,000	1,791.00	89.55%
920000	Utilities		1,000	2,500	3,500	2,905.60	116.22%
943000	Equipment Rental		-1444	-	-		0.00%
943010	Parks Board			2.1	(0.00%
971000	Capital Outlay				-		0.00%
977000	New Equipment					-	0.00%
,	Totals		5,500	65,100	70,600	63,949.43	98.23%

ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-721	PLANNING COMMISSION	Shift	s	2023-2024	Budget after \$ Shifts	6/30/2024	Used
818000	Contractual Services						1
900000	Printing and Publishing				C+1.	16.0	7.4
	Totals	4			18-1	•	
ACT.#	EXPENSES - GEN FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-931	TRANSFERS	Shift	s	2023-2024	Budget after \$ Shifts	6/30/2024	Used
995661	Contr/Transfer to Motor Pool	11 11 11 11 11		50,000	50,000		
	Totals		0.00	50,000	50,000	•	*

GENERAL FUND SUMMARY

ACT.#	GENERAL FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
101-	SUMMARY	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
	TOTAL REVENUES	- 4	-	1,376,710	1,376,710	1,385,819.63	100.66%
101	Expenses - City Council	(400)	200	103,100	102,900	159,510.88	149.91%
172	Expenses - City Manager	(5,500)	200	37,700	32,400	29,954.90	77.64%
215	Expenses - City Clerk	(2,500)	2,100	72,000	71,600	67,407.39	93.62%
253	Expenses - City Treasurer	(450)		75,000	74,550	68,805.59	91.74%
265	Expenses - City Hall	(40,000)	22,000	193,000	175,000	153,862.14	83.69%
276	Expenses - Cemetery	(5,500)	200	77,800	72,500	75,194.35	96.65%
301	Expenses - Police Department	(16,450)	13,200	506,500	503,250	452,598.10	89.36%
371	Expenses - Code Enforcement	(2,600)	6,600	48,400	52,400	49,345.86	101.95%
441	Expenses - Public Services	(300)	24,700	154,100	178,500	177,392.28	115.12%
450	Expenses - Street Lights	(1,000)		5,000	4,000	2,900.37	58.01%
691	Expenses - Parks	-	5,500	65,100	70,600	63,949.43	98.23%
721	Expenses - Planning Commission				-8		0.00%
931	Transfer to Motor Pool	-	- F	50,000	50,000		0.00%
	TOTAL EXPENSES	(74,700)	74,700	1,387,700	1,387,700	1,300,921.29	94.30%
	Revenues Less Expenses			1,376,710	1,376,710	1,385,819.63	100.66%
		(74,700)	74,700	1,387,700	1,387,700	1,300,921.29	94.30%
		74,700	(74,700)	(10,990)	(10,990)	84,898.34	7-12-17-17-17-17

SPECIAL REVENUE and ENTERPRISE FUNDS

MAJOR STREETS FUND

ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
202-000	REVENUES	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
	State of Michigan Revenue - Act						
546000	51			220,000	220,000	246,759.80	112.16%
	Miscellaneous				*	110.00	100.00%
696001	Proceeds from Note			-		130	0.00%
808000	Audit						0.00%
69950	Transfer From Fund Balance			4	, \$\pmu_{(1)}\)	L	0.00%
	Totals	National Conference	2000	220,000	220,000	246,869.80	112.21%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
202-172	EXPENSES - City Manager	Shifts	100	2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary	20.0		19,000	19,000	18,288.92	96.26%
715000	Fica & Medicare			500	500	251.37	50.27%
716000	Health Insurance			-	-		0.00%
,,000	Totals			19,500	19,500	18,540.29	94.20%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
202-451	EXPENSES - Construction	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
818000	Contractual Services			-	-	-	0.00%
010000	Totals	A					0.00%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
	EXPENSES-Routine		-		3		
202-463	Maintenance	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary			12,000	12.000	11,353.96	94.62%
	Hourly Wages		5,000	30,000	35,000	32,218.78	107.40%
706001	Overtime	(100)	5,555	1,000	900	804.74	80.47%
715000	Fica and Medicare	(100)	1,000	3,000	4,000	2,958.64	98.62%
	Health Insurance	(500)	1,000	2,000	1,500	1,048.79	52.44%
724000	Unemployment	(000)		200	200	182.64	91.32%
725000	Work Comp	(150)		500	350	321.90	64.38%
782000	Supplies	(.50)	900	2,000	2,900	2,806.07	140.30%
808000	Audit		500	7,500	8,000	7,896.71	105.29%
818000	Contractual Services	(7,000)	333	24,000	17,000	16,994.00	70.81%
	Sidewalk Repairs	(1,1000)		- 1,150	,500	4,888.00	
	DPW Floor Drains					7,962.00	
	RR Crossing Maintencance					2,389.00	
	Road Sign					380.00	
						1000	
	Memo Agreement - Grant Admin					1,375.00	
933000	Tree Removal	(800)		12,500	11,700	11,625.00	93.00%
	Equipment Rental - Transfer to						100
943000	Motor Pool			38,000	38,000	183	0.00%
956001	Education & Training			7.21		-	0.00%

977000	New Equipment			- 1			0.00%
	State Infras Bank Loan Pmt -					To the state of	
994001	Prin	(1,900)		30,000	28,100	28,025.10	93.42%
995002	State Infras Bank Loan Pmt - Int		600	10,000	10,600	10,562.50	105.63%
995002	Totals	(10,450)	8,000	172,700	170,250	126,798.83	70.48%
	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
ACT.#		Subtracting	Adding	Current Budget	Amended Budget	11D Dalance	70 DDG1
	EXPENSES-Rout.Maint			124-02-25		V2-2-2-2-2	1000
202-473	Bridges	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
706000	Hourly Wages			¥	44)		0.00%
715000	Fica and Medicare				•		0.00%
782000	Supplies			- 2			0.00%
	Contractual Services - Second						
	Street Bridge/Hamilton Ave					40.00	
\$18000	Bridge			16,250	16,250	64,764.75	398.55%
994000	State Infra Loan Bank Pmt - Prin					2	0.00%
334000	State mild Eddir Bank i mt - i mi						
995000	State Infra Loan Bank Pmt - Int				9	1000	0.00%
993000	Totals			16,250	16,250	64,764.75	392.12%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
ACT.#	MINOCK STREET TORS	Subtracting	Adding _	Guirent Budget	Amended budget	TTD Building	70 0001
202-474	EXPENSES - Traffic Services	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
706000	Hourly Wages		800	6,000	6,800	6,758.00	112.63%
715000	Fica and Medicare		50	500	550	516.99	103.40%
724000	Unemployment	(50)		100	50	45.37	45.37%
725000	Work Comp	10-7					0.00%
782000	Supplies				12	-	0.00%
818000	Contractual Services		-				0.00%
943000	Equipment Rental					2	0.00%
943000	Totals	(50)	850	6,600	7,400	7,320.36	110.91%
	MAJOR STREET FUND	1 - /	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
ACT.#		Subtracting	Adding _	Current budget	Amended Budget	TTD Dalatice	70 0001
	EXPENSES - Winter Maint.			And the state of	A STATE OF THE PARTY OF	0.02 (Br. 1992)	
202-478	Fund	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
706000	Hourly Wages			•			0.00%
715000	Fica and Medicare				-		0.00%
782000	Supplies		1,950	2,600	4,550	4,168.51	160.33%
	Contractual Services - Snow						
818000	Removal			250	250	225.00	90.00%
943000	Equipment Rental						0.00%
	Totals	_	1.950	2,850	4,800	4,393.51	163.28%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
A01.#	EXPENSES-	<u>Januaring</u>		22110111244301			
2020.00		01.00		0000 0004	Dudget offer 6 Obis	6/20/2024	الممط
202-483	Admin/Engineering	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary						0.00%
714000	Fringe benefits			·	-		0.00%
715000	Fica and Medicare			-		O-0-1	0.00%

727000					171		0.00%
	Contractual Services - Cemetery	7.1					
818000	Rd Culvert	(300)		2,000	1,700	1,678.65	83.93%
910000	Insurance and Bonds			1			0.00%
7	Totals	(300)		2,000	1,700	1,678.65	83.93%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
202-488	EXPENSES - M-43 Surface Maint.	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
706000	Hourly Wages						0.00%
715000	Fica and Medicare				75.7	1	0.00%
943000	Equipment Rental						0.00%
	Totals					and the second	0.00%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
200 400	EXPENSES - M-43 Sweep & Flush						Taxaa
202-489		Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
706000	Hourly Wages			*	-		0.00%
715000	Fica and Medicare					- A	0.00%
943000	Equipment Rental			-	-	-	0.00%
	Totals MAJOR STREET FUND		200	- A-4-1-07-11	1.50		0.00%
ACT.#	EXPENSES-M-43	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
202-491	Drains/Ditches	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
706000	Hourly Wages			-	- Language -	-	0.00%
715000	Fica and Medicare			2 2 1	4.11		0.00%
943000	Equipment Rental				3	14.	0.00%
0,000	Totals						0.00%
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
	EXPENSES - M-43 Winter	-				7	
202-497	Maint.	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
	Hourly Wages				. S		0.00%
	Fica and Medicare				C. 4	· · · · · · · · · · · · · · · · · · ·	0.00%
943000	Equipment Rental			- LEGIT			0.00%
5.5-13	Totals			• 1)	N-11	in the second of the second	0.00%
SUMN	MARY - MAJOR STREET	SFUND					
ACT.#	MAJOR STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
202-	SUMMARY	Shifts	_	2023-2024	Budget after \$ Shifts	6/30/2024	Used
202-	TOTAL REVENUES	5 niits		2023-2024	220,000	246,869.80	112.21%
202 470	Expenses - City Manager		-				94.20%
	Expenses - City Manager Expenses - Construction		- 1	19,500	19,500	18,540.29	
			- 5			1 ×	0.00%
	Expenses - Routine Maintenance	(10,450)	8,000	172,700	170,250	126,798.83	70.48%
202-463							
202-473	Expenses - Rout. Maint. Bridges	J - 1 V -	4	16,250	16,250	64,764.75	392.12%
202-473	Expenses - Rout. Maint. Bridges Expenses - Traffic Services	(50)	- 850	16,250 6,600	16,250 7,400	64,764.75 7,320.36	392.12% 110.91%

	Expenses - Admin. & Engineering	(300)	-5-	2,000	1,700	1,678.65	83.93%
202-488	Expenses - M-43 Surface Maint.		-				
202-489	Expenses - M-43 Sweep & Flush	- 1				1,42	
202-491	Expenses - M-43 Drains & Ditches		1 4 1			- 144	
202-497	Expenses - M-43 Winter Maint.	-					
	Transfer to Local Streets	1.403		9			0.00%
	TOTAL EXPENSES	(10,800)	10,800	219,900	219,900	223,496.39	101.64%
	Revenues Less Expenses	(10,800)	10,800	220,000 219,900	220,000 219,900	246,869.80 223,496.39	
	-	10,800	(10,800)	100	100	23,373.41	

LOCAL STREETS FUND

ACT.#	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-000	REVENUES	Shift	s	2023-2024	Budget after \$ Shifts	6/30/2024	Used
404001	Bangor Roads Tax			60,000	60,000	74,940.04	124.90%
545000	Federal Grants			•	·	· ·	0.00%
546000	State of Michigan Revenue - Act 51			100,000	100,000	91,640.99	91.64%
694000	Miscellaneous Income					2	0.00%
696001	Proceeds from Note			-		- P	0.00%
699500	Transfer From Fund Balance						0.00%
	Totals		~	160,000	160,000	166,581.03	104.11%
ACT.#	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-172	EXPENSES - City Manager	Shift	s	2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary		300	8,200	8,500	8,288.83	101.08%
715000	Fica & Medicare		100	200	300	251.29	125.65%
716000	Health Insurance			-			0.00%
	Totals		400	8,400	8,800	8,540.12	99.63%
ACT.#	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-451	EXPENSES - Construction	Shift	s	2023-2024	Budget after \$ Shifts	6/30/2024	Used
818000	Contractual Services						0.00%
	Totals	97	-		- 1	6-12	0.00%

ACT.#	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-463	EXPENSES-Routine Maintenance	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary	(2,900)		8,500	5,600	5,353.58	62.98%
	Hourly Wages		6,700	27,500	34,200	32,217.31	117.15%
706001	Overtime			1,000	1,000	804.47	80.45%
	Fica and Medicare		700	2,500	3,200	2,958.53	118.34%
	Health Insurance	(1,000)		2,500	1,500	1,048.13	41.93%
724000	Unemployment	(.,,/	100	100	200	171.72	171.72%
	Work Comp		144	1,000	1,000	751.10	75.11%
782000	Supplies	(1,000)		4,000	3,000	2,806.06	56.78%
	Contractual Services	(5,000)		30,000	25,000	23,269.50	77.57%
010000	Sidewalk Repairs	(0,000)		00,000	20,000	3,387.50	
	DPW Floor Drains					7,962.00	
	Memo Agreement - Grant Admin					1,375.00	
	Cemetery Rd Repair					8,500.00	
	Routine Bridge Inspection				·	1,000.00	
	Hamilton Ave Bridge		-			1,045.00	
000000	Audit	-		8.000	8,000	7,896.71	98.71%
1.4000.0000.000	Tree Removal	-	1,000	8,500	9.500	9,325.00	109.71%
933000	Equipment Rental - Transfer to		1,000	0,000	9,500	9,323.00	109.7170
943000	Motor Pool			37,000	37,000	1-2-1	0.00%
977000	New Equipment				-71	The April	0.00%
994000	State Infra Loan Bank Pmt - Prin			-		-	0.00%
994001	State Infra Loan Bank Pmt - Prin	(1,500)		30,000	28,500	28,025.10	93.42%
995000	State Infra Loan Bank Pmt - Int	(10,000)		10,000			0.00%
995002	State Infra Loan Bank Pmt - Int		11,000	14.5	11,000	10,562.50	100.00%
	Totals	(21,400)	19,500	170,600	168,700	125,189.71	88.19%
ACT.#	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-474	EXPENSES - Traffic Services	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
706000	Hourly Wages						-
715000	Fica and Medicare				5.4	4.1	4.
724000	Unemployment					-	187
	Work Comp						-
	Supplies				1		
	Contractual Services						1
94300	Equipment Rental		-			(A)	
34300	Totals						
ACT.#	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-478	EXPENSES - Winter Maint. Fund	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used

70600	Hourly Wages			- 1			0.00%
71500	Fica and Medicare						0.00%
78200	Supplies		1,500	3,000	4,500	4,393.52	146.45%
	Equipment Rental				-	100	0.00%
	Totals		1,500	3,000	4,500	4,393.52	146.45%
ACT.#	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-484	EXPENSES- Admin/Engineering	Shift	s	2023-2024	Budget after \$ Shifts	6/30/2024	Used
70300	Salary				A THE STREET		
71400	Fringe Benefits					-	
71500	Fica and Medicare						
727000	Office Supplies				10-7 1		
81800	Contractual Services				- J - 111		9
91000	Insurance and Bonds						- T-
47,000	Totals		-	•			

SUMMARY - LOCAL STREETS FUND

ACT.#	LOCAL STREET FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
203-	SUMMARY	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
- 1.00.51	TOTAL REVENUES		-	160,000	160,000	166,581.03	104.11%
203-172	Expenses - City Manager	-	400	8,400	8,800	8,540.12	99.63%
203-451	Expenses - Construction						0.00%
203-463	Expenses - Routine Maintenance	(21,400)	19,500	170,600	168,700	125,189.71	88.19%
203-474	Expenses - Traffic Services	•	911			-	•
203-478	Expenses - Winter Maint. Fund	4	1,500	3,000	4,500	4,393.52	146.45%
	Expenses - Admin. & Engineering	-		2.3			
	TOTAL EXPENSES	(21,400)	21,400	182,000	182,000	138,123.35	68.59%

Revenues Less Expenses	4	4	160,000	160,000	166,581.03
	(21,400)	21,400	182,000	182,000	138,123.35
-	21,400	(21,400)	(22,000)	(22,000)	28,457.68

ACT.#	EWATER FUND - Servi	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
90-000	REVENUE	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
152000	Sewer Permits					÷ **	0.00%
545000	Federal Grants			-	1		0.00%
545003	CDBG Grant			288,144	288,144	289,771.77	100.56%
642000	Charges for Services			350,000	350,000	278,382.97	79.54%
642001	Sewer Line Replacement			3,000	3,000	3,037.20	101.24%
642003	Capital Improvement			50,000	50,000	46,525.00	93.05%
646000	Delinguent Fees			10,000	10,000	(8,179.36)	-81.79%
347000	Water On/Off			150,000	150,000	129,422.62	86.28%
365000	Interest Income						0.00%
676000	Contribution from Other Funds			0.	74		0.00%
694000	Miscellaneous Income					10,000.00	100.00%
699500	Transfer from Fund Balance				9.5		0.00%
965001	Contributions to Motor Equip				Er. 7	-	0.00%
	Totals			851,144	851,144	748,960.20	87.99%
ACT. #	SEWER FUND (Wastewater)	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
590-548	EXPENSES	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary			55,000	55,000	57,279.19	104.14%
706000	Hourly Wages		3,550	35,000	38,550	37,635.13	107.53%
706001	Overtime	N		1,000	1,000	626.00	62.60%
714000	Fringe Benefits						0.00%
715000	Fica and Medicare		1,300	5,000	6,300	6,039.07	120.78%
716000	Health Insurance			1,000	1,000	786.15	78.62%
716100	Health Insurance - Retiree				1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		0.00%
724000	Unemployment			500	500	321.64	64.33%
725000	Work Comp			500	500	214.60	42.92%
727000	Office Supplies		100	3,000	3,100	3,044.58	101.49%
740000	Operating Supplies		1,500	15,000	16,500	16,456.56	109.71%
775000	Repairs and Maintenance			65,000	65,000	75,922.07	116.80%
802000	Engineering						0.00%
002000	Audit	(2,000)		7,000	5,000	4,951.67	70.74%
202000							
808000 818000	Contractual Services	(5,000)		45,000	40,000	39,286.53	87.30%

	DPW Floor Drains					7,165.80	
	Vac Truck Repairs					11,510.17	
	Lab Ananlysis					7,885.00	
	Meter Reading Software					962.50	
	Engineer's Investatgation					1,000.00	
	MISSDIG Annual Fee					547.31	
М	lemo Agreement - Grant Admin					1,375.00	
	DPW Ceiling Fan Repair					412.00	
	ontractual Services - Sewer ne Replacement		500	6,000	6,500	6,459.00	107.65%
826000 Le	gal Fees			0+			0.00%
850000 Cc	ommunications		200	3,000	3,200	3,096.33	103.21%
864000 Me	embership and Dues		150	500	650	612.50	122.50%
900000 Pri	inting & Publishing			500	500	222.00	44.40%
910000 Ins	surance and Bonds			4,000	4,000	3,691.60	92.29%
920000 Ut	ilities			40,000	40,000	53,150.20	132.88%
	quipment Rental - Transfer to otor Pool			83,000	83,000	_	0.00%
	ducation & Training			1,500	1,500	1,388.70	92.58%
	ewer Pond Project			125,000	125,000	125,000.00	100.00%
	rant Expenditures - CDBG			334,644	334,644	348,952.98	104.28%
	epreciation			13,000	13,000	- I	0.00%
	ew Equipment				-		0.00%
	onstruction			3€			0.00%
995000 Int	terest Expense	(300)		6,500	6,200	6,175.00	95.00%
999500 Tra	ansfer to Fund Balance			1-			0.00%
	Totals	(7,300)	7,300	850,644	850,644	791,311.50	93.02%
	Surplus/Deficit		0.7.	851,144	851,144	748,960.20	
	(Revenues less Expenses)	(7,300)	7,300	850,644	850,644	791,311.50	
	A CONTRACTOR OF THE PROPERTY O	7,300	(7,300)	500	500	(42,351.30)	

WATER FUND - Quality on Tap! Supplying Your Water Needs

ACT.#	WATER FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
591-000	REVENUE	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
	mbing Permits						0.00%
	te Grants - DWAM			200,000	200,000	178,113.00	89.06%
	arges for Services			350,000	350,000	284,755.04	81.36%
642001 Lea	k Protection			15,000	15,000	12,485.70	83.24%
	ter Line Replacement			2,500	2,500	2,492.55	99.70%
	oital Improvement			45,000	45,000	46,525.00	103.39%
646000 Deli	inquent Fees			15,000	15,000	(8,331.83)	-55.55%
647000 Wa	ter On/Off			2,000	2,000	750.00	37.50%
665000 Inte	rest Income						0.00%
669000 Equ	ipment Rental			200,000	200,000	199,848.18	99.92%
694000 Mis	cellaneous Income			1,000	1,000	11,350.21	1135.02%
695001 Adr	ninistration Fee			500	500	349.58	69.92%
699500 Tra	nsfer from Fund Balance						0.00%
	Totals			831,000	831,000	728,337.43	87.65%
ACT.#	WATER FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
591-556	EXPENSES	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000 Sala		(30,000)		100,000	70,000	65,915.63	94.17%
706000 Hou		(10,000)		50,000	40,000	37,632.79	75.27%
	ertime	(1,000)		2,000	1,000	625.93	31.30%
	a and Medicare	(3,000)		10,000	7,000	6,663.96	66.64%
716000 Hea	alth Insurance	(2,500)		3,500	1,000	786.25	22.46%
716100 Hea	alth Insurance - Retiree						0.00%
724000 Une	employment	(500)		1,000	500	100.79	10.08%
725000 Wo	rk Comp			1,000	1,000	429.20	42.92%
727000 Offi	ce Supplies		600	2,500	3,100	3,024.58	100.82%
740000 Ope	erating Supplies		6,000	15,000	21,000	20,579.40	128.62%
Ope	erating Supplies-Water						
740110 Tre	atment		600	15,000	15,600	15,551.33	97.20%
775000 Rep	pairs and Maintenance		28,300	50,000	78,300	75,219.74	150.44%
802000 Eng	ineering	(2,500)		22,500	20,000	18,792.50	83.52%
808000 Auc	lit	(5,000)		10,000	5,000	4,951.67	49.52%
818000 Cor	ntractual Services		3,500	40,000	43,500	43,421.98	96.49%
	DPW Roof					8,428.75	
	DPW Floor Drains					7,165.80	
	Vac Truck Repairs					11,510.19	
	Water Testing					5,052.00	
	Meter Reading Software					962.50	
	Engineer's Investatgation					1,000.00	
	MISSDIG Annual Fee					547.32	

		82,500	(82,500)	86,000	86,000	154,063.26	
	(Revenues less Expenses)	(82,500)	82,500	745,000	745,000	574,274.17	
	Surplus/Deficit		-	831,000	831,000	728,337.43	
	Totals	(82,500)	82,500	745,000	745,000	574,274.17	75.62%
990000	Interest Expense		54.04			12	0.00%
977000	New Equipment	(10,000)	0	10,000	9.4	323	0.00%
976000	Building/System Improvements	1.2		3.1	3.0	- 4	0.00%
968000	Depreciation				the transfer of the		0.00%
967000	Grant Expenditures - DWAM		40,000	200,000	240,000	233,728.00	104.36%
956010	Education and Training	(9,000)		10,000	1,000	931.18	9.31%
943000	Equipment Rental - Transfer to Motor Pool			150,000	150,000	2	0.00%
920000	Utilities	20.77	1,000	25,000	26,000	25,384.10	115.38%
910000	Insurance and Bonds	(5,500)		10,000	4,500	4,457.60	44.58%
900000	Printing & Publishing	(300)	2 7 2	500	200	133.32	26.66%
864000	Membership and Dues	(1,200)		2,000	800	612.50	30.63%
850000	Communications			2,000	2,000	1,952.22	97.61%
326000	Legal Fees						0.00%
818005	Contractual Service - Water Line Replacement		2,500	3,000	5,500	5,426.00	145.15%
318004	MRWA/Wellhead Protection Grant			- 2	1.60	3	0.00%
818001	Contractual Services - Leak	(2,000)		10,000	8,000	7,953.50	79.54%
	Well Maintance					5,350.34	1000
	MDEQ Permitting					1,618.08	
	DPW Ceiling Fan Repair					412.00	
	Memo Agreement - Grant Admin					1,375.00	

MOTOR EQUIPMENT FUND - Equipment Care and Replacement

ACT.#	MOTOR EQUIPMENT FUND	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
661-000	REVENUE	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
642000	Charges for Services						0.00%
	Equipment Rental - Transfer						
669000	from other Funds			393,000	393,000		0.00%
669010	Contributions. From Other Funds			_		_	0.00%
699500	Transfer from Fund Balance					1.0	0.00%
673000	Sale of Assets (gain/loss)						0.00%
694000	Miscellaneous					15,846.94	100.00%
	Totals			393,000	393,000	15,846.94	4.03%
	MOTOR EQUIPMENT FUND					VTD D .	0/ DD07
ACT.#	Company of the second s	Subtracting	Adding	Current Budget	Amended Budget	YTD Balance	% BDGT
661-901	EXPENSES	Shifts		2023-2024	Budget after \$ Shifts	6/30/2024	Used
703000	Salary		5,000	20,000	25,000	20,616.02	103.08%
706000	Hourly Wages	(11,000)		30,000	19,000	13,475.49	44.92%
706001	Overtime			500	500	362.96	72.59%
715000	Fica and Medicare			5,000	5,000	2,375.80	47.52%
716000	Health Insurance		2,000	24,000	26,000	23,258.10	96.89%
716100	Health Insurance - Retiree			5,000	5,000		0.00%
724000	Unemployment			200	200	90.18	45.09%
725000	Worker's Compensation			1,000	1,000	429.20	42.92%
727000	Office Supplies			500	500	46.96	9.39%
741000	Tools & Operating Supplies			5,000	5,000	3,826.08	76.52%
742000	Uniforms and Cleaning			5,000	5,000	4,634.07	92.68%
751000	Gas, Oil and Fuel		2,000	36,500	38,500	36,619.69	100.33%
756000	Miscellaneous Supplies			1,000	1,000	195.81	19.58%
778000	Equipment Maintenance			20,000	20,000	3,811.66	19.06%
781000	Parts and Repairs			25,000	25,000	24,971.93	99.89%
808000	Audit			5,000	5,000	3,701.67	74.03%
818000	Contractual Services			11,000	11,000	9,274.90	84.32%
0.0000	DPW Roof			11,000	11,000	4,997.50	01.0270
	DPW Floor Drains					1,592.40	
	Towing					1,100.00	
	Crosswalk @ DPW					805.00	
	DOT Medical Testing	-				368.00	
	DPW Ceiling Fan					412.00	
826000	Legal Fees						0.00%
850000	Communications			1,000	1,000		0.00%
	Insurance and Bonds			14,000	14,000	13,915.00	99.39%
910000							
920000	Utilities			1,000	1,000	955.96	95.60%
956010	Education and Training			1,000	1,000	50.00	5.00%
968000	Depreciation			10,000	10,000	14 L	0.00%
	Building Improvements			5,000	2000	722.2	0.00%
977000	New Equipment			5,000	5,000	150,00	3.00%

995000	Interest						0.00%
995006	Interest - 2022 Ford Police Inter			2,700	2,700	2,602.23	96.38%
995007	Interest - 2020 ford Explorer						0.00%
995008	Interest - 2023 Dump Trucks			19,000	19,000	9,926.84	52.25%
995010	Interest - 2018 Vac/Sewer Truck			17,000	17,000	2.0	0.00%
995011	Interest - Kubota Skid Steer		2,000	-	2,000	1,078.96	100.00%
	Totals	(11,000)	11,000	265,400	265,400	176,369.51	66.45%

Surplus/Deficit	- 3 · 2 ·	- 0 - 1 -	393,000	393,000	15,846.94
(Revenues less Expenses)	(11,000)	11,000	265,400	265,400	176,369.51
_	11,000	(11,000)	127,600	127,600	(160,522.57)

YTD Total Funds Revenues YTD Total Funds Expenses

3,292,415.03 3,204,496.21 87,918.82

CITY OF BANGOR VAN BUREN COUNTY, MICHIGAN RESOLUTION 2024-16

RESOLUTION FOR ADOPTING THE FINAL BUDGET AMENDMENTS FOR FY 2023 – 2024

Councilmember	_, supported by Councilmember	moved the adoption
of the following resolution:		

WHEREAS, the City Council of the City of Bangor, in accordance with its Charter and the Public Acts of Michigan wishes to approve this amended budget with anticipated revenues and expenditures for the fiscal year beginning July 1, 2023 ending June 30, 2024.

NOW, THEREFORE, that this Council does hereby determine and appropriate the amounts required from the funds of the City of Bangor for this amended budget for fiscal year beginning July 1, 2023 and ending June 30, 2024 as follows:

2023-2024				
DEPARTMENT	DECSRIPTION	PROJECTED ACTIVITY		
FUND 101- GENERAL FUND				
101	CITY COUNCIL	102,900		
172	CITY MANAGER	32,400		
215	CITY CLERK	71,600		
253	CITY TREASURER	74,550		
265	CITY HALL	175,000		
276	CEMETERY	72,500		
301	POLICE DEPARTMENT	503,250		
371	CODE ENFORCEMENT	52,400		
441	PUBLIC SERVICE	178,500		
450	STREET LIGHT	4,000		
691	PARKS	70,600		
738	LIBRARY	0		
751	RECREATION&CULTURE	0		
	ESTIMATED REVENUES	1,376,710		
EXPENSES		1,387,700		
		(10,990)		
NET OF REVENUES / EXPENSES BEGINNING FUND BALANCE		791,272		
ENDING FUND BALANCE 780,282				
FUND 202-MAJOR STREET	rs fund			
ESTIMATED REVENUES		220,000		
EXPENSES		219,900		
NET OF REVENUES/ EXPENSES		100		
BEGINNING FUND BALANCE		254,580		
	254,680			

FUND 203- LOCAL STREETS FUND	
ESTIMATED REVENUES	160,000
EXPENSES	182,000
NET OF REVENUES/ EXPENSES	(22,000)
BEGINNING FUND BALANCE	78,815
ENDING FUND BALANCE	56,815
FIND 207- POLICE FUND	
ESTIMATED REVENUES	35,000
EXPENSES	35,000
NET OF REVENUES/ EXPENSES	0
BEGINNING FUND BALANCE	87,051
ENDING FUND BALANCE	87,051
FUND 211- FIRE LEVY FUND	
ESTIMATED REVENUES	0
EXPENSES	0
NET OF REVENUES / EXPENSES	0
BEGINNING FUND BALANCE ENDING FUND BALANCE	0
ENDING FUND BALANCE	0
FUND 590-SEWER FUND	
ESTIMATED REVENUES	851,144
EXPENSES	850,644
NET OF REVENUES/EXPENSES	500
BEGINNING FUND BALANCE	3,393,509
ENDING FUN BALANCE	3,394,009
FUND 591- WATER FUND	
ESTIMATED REVENUES	831,000
EXPENSES	745,000
	86,000
BEGINNING FUND BALANCE	655,740
ENDING FUND BALANCE	741,740
DIVERSITE OF THE STATE OF THE S	, , , , , ,
FUND 661- MOTOR EQUIPMENT FUND	
ESTIMATED REVENUES	393,000
EXPENSES	265,400
NET OF REVENUES/EXPENSES	127,600
BEGINNING FUND BALANCE	90,073
ENDING FUND BALANCE	217,673
FUND 723- LIBRARY MAINTENANCE FUND	
ESTIMATED REVENUES	4,000
EXPENSES	4,000
NET OF REVENUES/EXPENSES	0
BEGINNING FUND BALANCE	75,481
ENDING FUND BALANCE	75,781

FUND 250- PLANNING COMMISSION		
ESTIMATED REVENUES	0	
EXPENSES	0	
NET OF REVENUES/EXPENSES	0	
BEGINNING FUND BALANCE	15,651	
ENDING FUND BALANCE	15,651	
COMBINED TOTALS- ALL- FUNDS		
ESTIMATED REVENUES- ALL FUNDS	3,870,854	
EXPENSES- ALL FUNDS	3,689,644	
NET OF REVENUES/EXPENSES – ALL FUNDS	181,210	
BEGINNING FUND BALANCE- ALL FUNDS	5,442,172	
NET FINAL TOTAL-ALL-FUNDS	5,623,382	

YEAS:	
NAYS:	
ABSTAIN:	
ABSENT:	
RESOLUTION DECLARED ADOPTED/DENIED	
Dated: July 1, 2024	
	Shelly Umbanhowar City Clerk
CERTIFICA	ATION
I hereby certify that the foregoing is a true and complete co	py of a resolution adopted by the City Council of the
City of Bangor at a meeting held July 1, 2024, and that pub	olic notice of said meeting was given pursuant to Act
267 of the Public Acts of Michigan of 1976, as amended.	
Dated: July 1, 2024	
	Shelly Umbanhowar City Clerk