

CALL MEETING TO ORDER

MAYOR MCCRUMB WILL
CALL THE MEETING TO ORDER



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

PLEDGE OF ALLEGIANCE

THE MAYOR WILL CALL ON A COUNCIL
MEMBER TO LEAD THE PLEDGE,
EVERYONE CAN PARTICIPATE



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

ROLL CALL & QUORUM

CLERK WILL DO A ROLL CALL, QUORUM IS
FOUR (4) COUNCILMEMBERS



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

EXCUSE ABSENT COUNCIL MEMBERS

COUNCIL WILL ALREADY KNOW WHAT
COUNCIL MEMBERS ARE ABSENT AND
EXCUSES, THIS IS AN OPPORTUNITY TO
EXCUSE OR NOT EXCUSE A COUNCIL
MEMBERS ABSENCE AT EACH MEETING



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE



1. **Call to Order**
2. **Pledge of Allegiance** Mayor/Chair will ask a Councilmember to lead
3. **Roll Call and Determination of Quorum** Four (4)
4. **Authorization to Excuse Absences, if any, from the Meeting**
5. **Approval of Posted Agenda for 09/08/26**
6. **Comments/Concerns from the Audience/Public**

STAY CONNECTED
WEBSITE: cityofbangormi.org
FACEBOOK: BangorMI
YOUTUBE: @CityofBangorMI
NIXLE: text "49013" to 888777

This opportunity is provided near the beginning of the meeting to allow members of the public to address the City Council **before** Council considers and discusses agenda items. **Public comment is not limited to matters appearing on the agenda.**

Persons addressing City Council are to raise their hand, wait until they are recognized by the Mayor/Chair. **Please limit your comments to three (3) minutes per speaker.**

7. **Adopt Consent Agenda**

All items listed under 'Consent Agenda Items' are considered to be routine and have previously been reviewed by Council, and will be enacted with one motion, unless stated otherwise by a Council Member, in which event the item will be removed from the consent agenda and considered in 9. b. items removed from consent agenda.

- a. Approval of **Regular Meeting** minutes for **08/17/26**
- b. Approval of **General Checking Accounts Payable & Payroll** for **09/08/26** for **\$94,986.82**
- c. Approval of **Roads Accounts Payable** for **09/08/26** for **\$645.17**
- d. Approval of **T&A Accounts Payable** for **09/08/26** for **\$124,289.40**

Roll Call Vote City Clerk Shelly Umbanhowar

8. **Regular Business** (Resolutions, Proclamations, Reports, and Presentations)

- a. **Reports**
 - i) None
- b. **Presentation(s)**
 - i) None
- c. **Resolutions**
 - i) None
- d. **Proclamations**
 - i) None

9. **Unfinished Business/Postponed Items**

- a. None
- b. Items Removed from Consent Agenda (*If any item is removed from Consent Agenda, it is discussed here*)

10. **New Business**

- a. **ACTION ITEM: Best Way Disposal Price Increase Request** Adam Dobbs, Best Way Disposal
 Roll Call Vote City Clerk Shelly Umbanhowar
- b. **ACTION ITEM: MetroAct Permit Agreement** City Manager Weber
 Roll Call Vote City Clerk Shelly Umbanhowar
- c. **ACTION ITEM: City Hall Roof** City Manager Weber
 Roll Call Vote City Clerk Shelly Umbanhowar
- d. **ACTION ITEM: Marijuana Recreational, Ordinance 290, Amendment** City Manager Weber
 Roll Call Vote City Clerk Shelly Umbanhowar

- e. **ACTION ITEM: Halloween Hours**.....City Manager Weber
- f. **ACTION ITEM: Forestry Management & Potential Timber Sale**.....City Manager Weber
Roll Call VoteCity Clerk Shelly Umbanhowar
- g. **ACTION ITEM: MML Liability & Property Insurance Renewal**.....City Manager Weber
- h. **ACTION ITEM: BHC 2027 Operating Budget**.....City Manager Weber
The Council will: Accept BHC 2027 Operating Budget submission for review and filing.

11. City Manager Updates/Closing Comments

12. Councilmember Closing Comments

13. Closed Session

- a. **ACTION ITEM: Closed Session**Mayor McCrumb/City Attorney Graham
The Council will: Motion to enter into Closed Session pursuant to MCL 15.268 (1)(h) to consider a written legal opinion exempt from disclosure under MCL 15.243(1)(h).

REQUIRES A 2/3 ROLL CALL VOTE (5)

The public will be excused from the Council Chambers at this time in accordance with OMA requirements for Closed Session.

14. Return to Open Session

- a. **ACTION ITEM: Return to Open Session**Mayor McCrumb/City Attorney Graham
The Council will: Return to open session following consideration of the City Attorney's privileged legal opinion.

The public may now return to the Council Chambers as the Closed Session has concluded.

15. Action Following Closed Session, if needed

- a. **ACTION FOLLOWING CLOSED SESSION**City Council/City Attorney Graham
The Council will: Discuss and consider any possible action regarding the City's Liability & Property insurance coverage for the 2026-2027 coverage year.

16. Adjournment

Next Regularly Scheduled City Council Meetings:

THE NEXT REGULAR CITY COUNCIL MEETINGS ARE MONDAY, 9/21/26 AND MONDAY, 10/05/26 @ 7PM.

For agendas and packets refer to the City's website at **www.cityofbangormi.org**

If you would like to sign up to receive the City Council Regular Meeting Packets prior to each meeting, email your request to clerk@cityofbangormi.gov

Free Local Newspaper Weekly Delivery South Haven Beacon New editions dropped off at City Hall every Thursday.	Resources Need Information or Help? Visit our website at www.cityofbangormi.org and go to Community, Resources.	Council Recordings & Live Stream Downtown Bangor Visit our YouTube Channel @CityofBangorMI and go to live.
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Upcoming Commission/Board Meetings					
Commission/Board	Date	Time	Location	Frequency	<i>*Subject to change if there is a scheduling conflict at City Hall – if a date is changed, a notice is posted on the boards outside City Hall, Facebook, and City website (events calendar)</i> <i>**These boards control their own meeting schedule.</i>
Planning Commission	Sept 10, 2026	7PM	257 W Monroe St	1 X per month; Second Thursday*	
Bangor Community Fire Department Fire Board	Sept 14, 2026	7:30 PM	417 W Arlington St	1 X per month; Second Monday**	
Downtown Development Authority (DDA)	Sep 15, 2026	7PM	257 W Monroe St	1 X per month; Third Tuesday*	
Economic Development Corporation (EDC)	Sep 17, 2026	6PM	257 W Monroe St	1 X per month; Third Thursday*	
Bangor Housing Commission	Sep 17, 2026	6PM	820 Second St	1 X per month; Third Thursday**	
Cemetery Committee	Sep 28, 2026	7PM	257 W Monroe St	1 X per month; Fourth Monday*	
Parks & Recreation Advisory Board	Oct 13, 2026	6PM	257 W Monroe St	1 X per month; Second Tuesday*	

**The purpose of the public comment period is for members of the public to inform the council of their views.*

Traditionally, Council does not respond to comments made at the meeting; however, the Mayor and/or City Manager may direct staff to follow up with the speaker as appropriate. Public and council comments are not required to be recorded.

"Meeting Minutes are a record of what was done, not what was said" - Roberts Rules of Order Newly Revised (RONR)

COMMENTS PUBLIC

WAIT UNTIL RECOGNIZED BY THE CHAIR
-THREE (3) MINUTES PER SPEAKER

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BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

CONSENT AGENDA

- APPROVAL OF MEETING MINUTES
- APPROVAL GENERAL, ROADS, T&A CHECKING AP



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE



Council Chambers

Regular Meeting

7:00PM

257 W MONROE ST BANGOR, MI 49013

1. This meeting was called to order by Mayor McCrumb at 7:00 pm.
2. Pledge of Allegiance is led by Councilmember Garcia and recited by all present
3. **ROLL CALL & DETERMINATION OF QUORUM**

Attendee Name	Title	Status	
		Present	Absent
Darla McCrumb	Mayor	X	
Pati Martinez-Serratos	Mayor Pro Tem	X	
Renee Doroh	Councilmember	X	
Amber Garcia	Councilmember	X	
William Murphy Jr	Councilmember	X	
Heléne Rivers	Councilmember	X	
Anthony Wall	Councilmember	X	
QUORUM (4) MET (7 PRESENT)			

OTHERS PRESENT

Justin Weber, City Manager
Shelly Umbanhowar, City Clerk
Stephenie Cagle, City Treasurer
Scott Graham, City Attorney

Ezekiel Drake, Police Officer
Steve Lowder, DPW Director
Approximately 20 members of the public

4. **AUTHORIZATION TO EXCUSE ABSENT COUNCILMEMBER(S) FROM THE MEETING**
None
5. **APPROVAL OF POSTED REGULAR AGENDA**

Accept Regular Meeting 08/17/26 Posted Agenda with no changes.

MOVER: Heléne Rivers, Councilmember
SECONDER: William Murphy Jr, Councilmember
RESULT: **CARRIED (UNANIMOUS)**

6. **OPPORTUNITY FOR PUBLIC COMMENT - AGENDA ITEMS**
Mayor McCrumb opened the public comment. Two (2) public comments were offered. Mayor McCrumb closed the public comment period.

7. **APPROVAL OF CONSENT AGENDA**

a. **Consent Agenda**

Motion to accept Consent Agenda, with no removals or corrections: Approval of General Checking Accounts Payable & Payroll in the amount of \$97,364.85 and Roads Accounts Payable in the amount of \$1,895.95; Minutes as Presented, no changes: Regular Meeting 08/03/26.

RESULT: **MOTION CARRIED (7 YES) (ROLL CALL)**
MOVER: Renee Doroh, Councilmember
SECONDER: Heléne Rivers, Councilmember
YES: Garcia, McCrumb, Rivers, Murphy, Doroh, Martinez-Serratos, Wall
NO: None

8. REGULAR BUSINESS**a. Reports****i. Department Heads**

DPW, Police, Fire, Clerk, and Treasurer: The reports have been received by the Council, reviewed as presented, and are hereby placed on file for record..

ii. Commission and Boards

Reports from Planning, Cemetery***, Parks & Recreation*, EDC**, and DDA*: The reports have been received by the Council, reviewed as presented, and are hereby placed on file for record. **verbal, no report to file, **did not meet or no representative available to give verbal report, not report to file, ***no verbal or written report to file*

iii. Other

Bangor Housing Commission and Van Buren County Senior Services updates: updates were given by Jerry Muenzer

b. Presentations**i. Bella Point Development Brownfield Plan**

David Steginik from Fishbeck provided a brief presentation regarding the request for a Brownfield Plan for the Bella Point Development project. Council discussed the proposed plan and participated in a question-and-answer session regarding its details and potential benefits to the City.

ii. Bangor Michigan Festivals Inc

Jeremy Uplinger provided Council with a brief overview of the plans for the upcoming Apple Festival and shared information regarding the scheduled festivities to keep Council apprised of the event and its activities.

iii. Marijuana Licensing and Potential New Business

Mark Smith from The Green Door, addressed Council to request consideration of an amendment to Ordinance 290 regarding marijuana licensing. Mr. Smith asked Council to consider amending the ordinance to allow for one (1) marijuana license within the City of Bangor rather than the three (3) licenses currently permitted. Mr. Smith also informed Council of the potential purchase of a property in the downtown area, with plans to utilize the building for two separate businesses. He indicated that he was open to suggestions from the City regarding potential uses for the property.

c. Resolutions**i. Resolution 2026-23 Supporting the Adoption of a Brownfield Plan, Bella Point Development**

Motion to adopt Resolution 2026-23 Supporting the Adoption of a Brownfield Plan, Bella Point Development.	
RESULT:	MOTION CARRIED (7 YES) (ROLL CALL)
MOVER:	Renee Doroh, Councilmember
SECONDER:	Pati Martinez-Serratos, Mayor Pro Tem
YES:	Rivers, Murphy, Doroh, Garcia, Martinez-Serratos, Wall, McCrumb
NO:	None

d. Proclamations**i. None**

9. UNFINISHED BUSINESS/POSTPONED ITEMS/REMOVED FROM CONSENT AGENDA ITEMS**a. Unfinished Business/Postponed Items**

None

b. Items Removed From Consent Agenda

None

10. NEW BUSINESS**a. Second Reading/Adopt Ordinance No 299, Rezoning 700 Lincoln Ave**

Second Reading and Adoption of Ordinance No 299 (4 votes yes to adopt); The purpose of this Ordinance is to amend the Official Zoning Map of the City of Bangor by changing the zoning classification of the property commonly known as 700 Lincoln Avenue, Bangor, Michigan, from R-1, Single-Family Residential District, to R-3, Multiple-Family Residential District, in accordance with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended, and the City of Bangor Zoning Ordinance.

RESULT: MOTION CARRIED (7 YES) (ROLL CALL)

MOVER: Renee Doroh, Councilmember

SECONDER: Pati Martinez-Serratos, Mayor Pro Tem

YES: McCrumb, Rivers, Murphy, Doroh, Martinez-Serratos, Garcia, Wall

NO: None

b. Second Reading/Adopt Ordinance No 300, Floodplain Management

Second Reading and Adoption of Ordinance No 300 (4 votes yes to enact); Ordinance Addressing Floodplain Management Provisions of the State Construction Code - An Amended Ordinance to affirm an enforcing agency to discharge the responsibility of the City of Bangor, located in Van Buren County, and to designate regulated flood hazard areas under the provisions of the State Construction Code Act, Act No. 230 of the Public Acts of 1972, as amended.

RESULT: MOTION CARRIED (7 YES) (ROLL CALL)

MOVER: Heléne Rivers, Councilmember

SECONDER: Amber Garcia, Councilmember

YES: McCrumb, Rivers, Murphy, Doroh, Martinez-Serratos, Garcia, Wall

NO: None

c. Regular City Council Meeting 09/07/26 Rescheduled to 09/08/26

The Regular City Council Meeting scheduled for Monday, September 7, 2026, has been rescheduled to Tuesday, September 8, 2026, at 7:00 PM due to the Labor Day holiday. City Hall will be closed on Monday, September 7, 2026, in observance of the holiday.

Motion to reschedule the Regular City Council meeting scheduled for Monday, 09/07/26 @ 7PM to Tuesday, 09/08/26 @ 7PM.

RESULTS: CARRIED (UNANIMOUS)

MOVER: William Murphy Jr, Councilmember

SECONDER: Heléne Rivers, Councilmember

d. Downtown Development Authority (DDA) Appointment

Mayor McCrumb recommended the appointment of Ashley Carrington from Hardings to the DDA. City Council concurred with the recommendation and approved the appointment of Ashley Carrington to the DDA.Vacant Business Seat.

Motion to appoint Ashley Carrington to the DDA Vacant Business Seat.

RESULTS: CARRIED (UNANIMOUS)

MOVER: William Murphy Jr, Councilmember

SECONDER: Renee Doroh, Councilmember

11. CITY MANAGER UPDATES/CLOSING COMMENTS

City Manager comments were heard.

12. COUNCILMEMBER CLOSING COMMENTS

Councilmember comments were heard.

13. ADJOURNMENT

Motion to adjourn at 8:18 PM.

RESULTS: CARRIED (UNANIMOUS)

MOVER: William Murphy Jr, Councilmember

SECONDER: Heléne Rivers, Councilmember

Shelly Umbanhowar, City Clerk

Mayor Darla McCrumb

CERTIFICATION

I, **Shelly Umbanhowar**, the duly appointed Clerk for the City of Bangor, do hereby certify that this is a true and exact copy of the minutes from the **Regular Meeting held on Monday, August 17th, 2026**. These minutes were **approved by the City Council on Tuesday, September 8th, 2026**, by unanimous vote. The original is on file at the Bangor City Hall, 257 W. Monroe Street, Bangor, Michigan 49013.

Shelly Umbanhowar, City Clerk



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

CITY COUNCIL

AGENDA FACT SHEET

To: Mayor McCrumb, Pro Tem Martinez-Serratos, Councilmember Rivers, Garcia, Doroh, Wall, and Murphy

CC: Justin Weber, City Manager

From: Shelly Umbanhowar, MiPMC, City Clerk

CC: Stephenie Cagle, MiCPT, Treasurer

Subject: Accounts Payable and Payroll

Date: 09/03/26

Recommended Action:

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

- **Invoice List** for 09/08/26 in the amount of **\$42,889.89.**
 - **Payroll** for Council Pay August in the amount of **\$1,184.16.**
 - **Payroll** for July Board of Review in the amount of **\$80.73.**
 - **Payroll** for 08/28 (08/09-08/22/26) in the amount of **\$48,215.28.**
 - **Checks In Between** for 09/08/26 in the amount of **\$2,616.76.**
- o For a **grand total** amount of **\$94,986.82** from the **GCK-2** account.

• TOTAL AMOUNT OF <u>GCK-2</u> BILLS LIST & PAYROLL	\$94,986.82
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ROADS - Treasurer recommends City Council approval of the following:

- **Bill List** for 09/08/26 in the amount of **\$645.17.**
- o For a **grand total** amount of **\$645.17** from the **ROADS** account.

• TOTAL AMOUNT OF <u>ROADS</u> BILLS LIST & PAYROLL	\$645.17
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T&A2 - Treasurer recommends City Council approval of the following:

- **Bill List** for 09/08/26 in the amount of **\$124,289.40.**
- o For a **grand total** amount of **\$124,289.40** from the **T&A2** account.

• TOTAL AMOUNT OF <u>T&A2</u> BILLS LIST & PAYROLL	\$124,289.40
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Council Action:

For Action

Summary:

See GCK-2, T&A2, and ROADS Invoice approval lists.

08/31/2026 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF BANGOR
 EXP CHECK RUN DATES 09/09/2026 - 09/09/2026
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GCK-2

Vendor Code	Vendor Name		Amount
	Invoice	Description	
AT&T	AT&T MOBILITY		
	08142026	PHONE @ WELLS	117.72
TOTAL FOR: AT&T MOBILITY			117.72
AUTO	AUTO-WARES GROUP		
	378-246256	MOTOR TUNE UP - DPW	17.98
TOTAL FOR: AUTO-WARES GROUP			17.98
STURGIS	BANGOR BANKING CENTER		
	08/27/2026	SKID STEER LOAN PAYMENT	1,224.52
TOTAL FOR: BANGOR BANKING CENTER			1,224.52
BENISTAR	BESTCO UA		
	09012026	RETIREMENT BENEFITS	3,197.50
TOTAL FOR: BESTCO UA			3,197.50
CCOMM	C-COMM OF KALAMAZOO, INC		
	23356	POLICE - BATTER RADIOS	947.01
TOTAL FOR: C-COMM OF KALAMAZOO, INC			947.01
CINTAS	CINTAS CORPORATION #301		
	4279168396	DPW UNIFORMS	62.40
	4279905827	DPW UNIFORMS	60.15
	4280686856	DPW UNIFORMS	60.15
TOTAL FOR: CINTAS CORPORATION #301			182.70
COMCAST	COMCAST		
	0022578_081426	PARK ST LIFT INTERNET 08/28-09/27/26	56.10
	0022594_082426	WHITE OAK LIFT 09/07-10/06/26	52.90
	0022602_082426	ARLINGTON LIFT INTERNET 09/07-10/06/26	137.95
	0022651_082426	ARLINGTON LIFT INTERNET 09/07-10/06/26	52.90
	0030183_081226	CITY HALL 08/16-09/15/26 INTERNET	375.47
	0030191_081226	POLICE STATION INTERNET 08/16-09/15/26	143.88
TOTAL FOR: COMCAST			819.20

CONSUMERS	CONSUMERS ENERGY		
	100010937710_081926	POLICE STATION NATURAL GAS 07/23-08/19/26	23.65
	100010938098_081926	NATURAL GAS ARLINGTON LIFT 07/23-08/19/26	30.75
	100010938270_081626	WELL #9 07/17-08/16/26	97.93
	100010938353_081926	NATURAL GAS DPW BUILDING 07/23-08/19/26	135.23
	100010938536_081926	CITY HALL NATURAL GAS 07/23-08/19/26	133.73
	100010938833_081626	WELL #8 07/17-08/16/26	1,996.36
TOTAL FOR: CONSUMERS ENERGY			2,417.65
SALES	CUMMINS SALES AND SERVICE		
	S3-260871301	PLANNED MAIN, DPW	754.15
TOTAL FOR: CUMMINS SALES AND SERVICE			754.15
DANSAUTO	DAN'S AUTOMOTIVE		
	I012414	CAR #54 - OIL CHANGE	65.95
TOTAL FOR: DAN'S AUTOMOTIVE			65.95
DELTA	DELTA DENTAL OF MICHIGAN		
	RIS0007210510	DENTAL INSURANCE	1,596.95
TOTAL FOR: DELTA DENTAL OF MICHIGAN			1,596.95
FRONTIER3	FRONTIER		
	0218265_081826	POLICE DEPT INTERNET 08/18-09/17/26	69.99
TOTAL FOR: FRONTIER			69.99
I&M/AEP	INDIANA MICHIGAN POWER		
	04198685705_080526	DOWNTOWN ELECTRIC 07/01-07/31/26	1,304.27
TOTAL FOR: INDIANA MICHIGAN POWER			1,304.27
LAWNBOYS	LAWN BOYS, INC.		
	26112	RIVER ROCK - WATER REPAIR	264.00
	56105	RIVER ROCK - DPW, WATER REPAIR	132.00
TOTAL FOR: LAWN BOYS, INC.			396.00
MENARDS	MENARDS KALAMAZOO		
	46855	QUONSET HUT - PAINT	388.99
TOTAL FOR: MENARDS KALAMAZOO			388.99
PRIMAR	MERLE BOES, INC		
	SI-154756	DPW GAS 08/12/26	1,172.58
	SI-155469	DPW GAS 08/18/26	573.35
	SI-156930	DPW GAS 08/25/26	432.78
TOTAL FOR: MERLE BOES, INC			2,178.71

MERS	MERS		
	00182267-1	EMPLOYER CONTRIBUTION - RETIREMENT	214.99
TOTAL FOR: MERS			214.99
MOTOROLA	MOTOROLA SOLUTIONS, INC		
	8230582472	07/17/25-07/16/30	285.71
TOTAL FOR: MOTOROLA SOLUTIONS, INC			285.71
PAT'S PRON	PAT'S PRONTO PRINT		
	081226	CODE ENFORCEMENT ORDINANCE VIOLATION FORMS	234.32
TOTAL FOR: PAT'S PRONTO PRINT			234.32
PCI	PERCEPTIVE SERVICE & OPERATIONS		
	17780	AUGUST SUPPORT	477.30
TOTAL FOR: PERCEPTIVE SERVICE & OPERATIONS			477.30
PRIORITY	PRIORITY HEALTH		
	262280041261	HEALTH INSURANCE	12,425.49
TOTAL FOR: PRIORITY HEALTH			12,425.49
GRAHAM	SCOTT GRAHAM PLLC		
	AUGUST 1, 2026	LEGAL SERVICES FOR WORK PERFORMED IN JULY 2026	5,300.00
TOTAL FOR: SCOTT GRAHAM PLLC			5,300.00
SHARE	SHARE CORP.		
		INVERTED TIP PRECAUTION BLUE, PAINT FOR MARKING	
	348957	MISSDIGS, WATER	236.78
TOTAL FOR: SHARE CORP.			236.78
STANDARD	STANDARD INSURANCE COMPANY		
	081726	LIFE INSURANCE	177.00
TOTAL FOR: STANDARD INSURANCE COMPANY			177.00
STAPLES	STAPLES		
	7010950883	CITY HALL - COPY PAPER, DIVIDERS	89.68
	7010973986	CITY HALL, BINDERS	44.98
	7011040027	CITY HALL - FRONT OFFICE, SCANNED STAMP	6.71
	7011051991	CLERKS OFFICE COMPUTER - KEYBOARD & MOUSE	79.35
	7011144107	3 - 3 DRAWER FILE CABINETS, CITY HALL FILES	1,835.25
TOTAL FOR: STAPLES			2,055.97
TERM	TERMINIX COMMERCIAL		
	101484359	DPW PEST CONTROL	114.28
TOTAL FOR: TERMINIX COMMERCIAL			114.28
PAGE 3 TOTAL			21,521.84

TRACE	TRACE ANALYTICAL LABORATORIES, INC		
	6H00688	DRINKING WATER REQ	107.82
	6H00988	WELL SAMPLES - EGLE, YEARLY	1,617.00
	6H01284	DRINKING WATER REQ	1,558.47
TOTAL FOR: TRACE ANALYTICAL LABORATORIES, INC			3,283.29

USBANK	US BANK EQUIPMENT FINANCE		
	588357178	COPIER LEASE	522.88
TOTAL FOR: US BANK EQUIPMENT FINANCE			522.88

USABLUE	USA BLUEBOOK		
	INV01112706	WATER TREATMENT SUPPLIES	366.76
TOTAL FOR: USA BLUEBOOK			366.76

VANCLERK	VAN BUREN COUNTY CLERK		
	082126	AUGUST 2026 ELECTION COUNTY - PROGRAMMING, CANVASS - PROGRAMMING, SUPPLIES, TEST DECK	953.29
TOTAL FOR: VAN BUREN COUNTY CLERK			953.29

PP VILLAGE	VILLAGE OF PAW PAW		
	JUNE-26	LAB ANALYSIS	70.00
TOTAL FOR: VILLAGE OF PAW PAW			70.00

VSP	VISION SERVICE PLAN		
	825793728	VISION INSURANCE	303.54
TOTAL FOR: VISION SERVICE PLAN			303.54

DEVISSER	WALTER L DEVISSER JR		
	AUGUST 2026	MECHANICAL PERMITS	189.00
TOTAL FOR: WALTER L DEVISSER JR			189.00

TOTAL - ALL VENDORS		42,889.89
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PAYROLL

PAYROLL	PAYROLL		
	08/19/26	July Board of Review	80.73
	08/28/26	Payroll 08/09-08/22/26 Payroll - Including BHC	48,215.28
	09/02/26	Council August Pay	1,184.16
TOTAL FOR: PAYROLL			49,480.17

TOTAL - ALL PAYROLL		49,480.17
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CHECKS IN BETWEEN

CHECKS IN BETWEEN

43232	Staples, Office Supplies	466.76
43233	7th West District Court, Bond	350.00
43262	Justin Commire, Park Deposit Refund	100.00
43263	Strauss Devries, Brush Cutter for Skid Steer	1,700.00
TOTAL FOR: CHECKS IN BETWEEN		2,616.76

TOTAL - ALL CHECKS IN BETWEEN	2,616.76
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TOTAL - ALL CATEGORIES	94,986.82
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FUND TOTALS:

	79,167.32
Fund 101 - GENERAL FUND	114.28
Fund 271 - LIBRARY FUND	2,400.57
Fund 590 - SEWER FUND	9,116.95
Fund 591 - WATER FUND	4,187.70
Fund 661 - MOTOR EQUIPMENT FUND	94,986.82

BANK TOTALS:

Bank GCK-2 GENERAL CHECKING 2

94,986.82**PAYMENT TYPE TOTALS:**

	35,068.94
Paper Check	57,794.41
EFT Transfer	2,123.47
ACH Transaction	94,986.82

08/31/2026 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF BANGOR
EXP CHECK RUN DATES 09/09/2026 - 09/09/2026
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: ROADS

Vendor Code	Vendor Name	Description	Amount
	Invoice		
VBCORC	VAN BUREN COUNTY ROAD COMMISSION		
	0071.0.01.00	COLD PATCHING MATERIAL 2.29 YARDS	645.17
TOTAL FOR: VAN BUREN COUNTY ROAD COMMISSION			645.17

TOTAL - ALL VENDORS	645.17
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FUND TOTALS:

Fund 202 - MAJOR STREETS FUND	322.59
Fund 203 - LOCAL STREETS FUND	322.58
	645.17

BANK TOTALS:

Bank ROADS STREET FUNDS	645.17
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PAYMENT TYPE TOTALS:

Paper Check	645.17
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09/08/2026 INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF BANGOR
EXP CHECK RUN DATES 08/12/2026 - 08/31/2026
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: T&A2 - CHECK TYPE: PAPER CHECK

Vendor Code	Vendor Name	Description	Amount
	Invoice		
PASS THROUGH	PASS THROUGH TAXES	SUMMER TAX DISBURSEMENT 07/17-07/29/26	
		SUMMER TAX DISBURSEMENT 07/30-08/14/26	
		ABB JOINT FIRE BOARD	3,708.40
		ABB JOINT FIRE BOARD	4,470.47
		BANGOR DDA	6,007.56
		BANGOR DDA	7,530.84
		BANGOR EDC	6,007.56
		BANGOR EDC	7,530.84
		CITY OF BANGOR	22,639.61
		CITY OF BANGOR	28,804.02
		VAN BUREN COUNTY TREASURER	21,129.05
		VAN BUREN COUNTY TREASURER	16,461.05
TOTAL FOR: PASS THROUGH TAXES			124,289.40
TOTAL - ALL VENDORS			124,289.40

REGULAR BUSINESS

- RESOLUTIONS
- PROCLAMATIONS
- DEPARTMENT HEAD REPORTS
- PRESENTATIONS



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

UNIFINISHED BUSINESS

ITEMS FROM PREVIOUS MEETINGS THAT
WERE TABLED OR POSTPONED
ARE PLACED AND DISCUSSED HERE



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

NEW BUSINESS

-ITEMS LISTED ON AGENDA UNDER
NEW BUSINESS WILL BE DISCUSSED HERE



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

CITY COUNCIL

AGENDA FACT SHEET

To: Mayor McCrumb, Mayor Pro Tem Martinez-Serratos, Councilmember Rivers, Garcia, Doroh, Wall, and Murphy

CC: Justin Weber, City Manager

From: Shelly Umbanhowar, MiPMC, City Clerk

CC: Stephenie Cagle, MiCPT, City Treasurer

Subject: Best Way Disposal - Price Increase Request

Date: 09/03/26

Summary:

Best Way Disposal has submitted a request for an annual adjustment to the residential solid waste and recycling collection rate under its current agreement with the City of Bangor.

The City's agreement with Best Way Disposal is for a term of **October 1, 2025 through September 30, 2028**, with an option to extend for an additional three years upon mutual written agreement. The current contract rate for Year 1, October 1, 2025 through September 30, 2026, is **\$19.92 per residential unit per month**.

Under **Section 5(a), Payment – Residential Collection: Solid Waste and Recycling**, the contract provides that the rates for Years 2 and 3 may be adjusted annually to reflect agreed changes in service, increases in disposal fees or **fuel costs**, and increases, if any, in the applicable Consumer Price Index. The contract further provides that **all rate adjustments shall be in writing and mutually agreed upon**.

Best Way is requesting an adjustment based on increased fuel costs.

The proposed change is as follows:

	Current Rate	Proposed Rate	Increase
Monthly residential rate	\$19.92	\$20.84	\$0.92

Because the contract does not provide for an automatic rate increase, but instead requires rate adjustments to be **mutually agreed upon in writing**, the requested adjustment is being presented to City Council for consideration.

If approved, the new rate of **\$20.84 per residential unit per month** would apply to **Year 2 of the agreement beginning October 1, 2026**.

Action:

Motion to approve Best Way Disposal's requested annual rate adjustment for residential solid waste and recycling collection from \$19.92 to \$20.84 per residential unit per month, an increase of \$0.92 per month, effective October 1, 2026, and to authorize the appropriate City officials to execute any written documentation necessary to memorialize the mutually agreed-upon rate adjustment in accordance with the contract.



August 25, 2026

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

Justin,

I would like to present you with a request for a price increase on the services we provide for you. Following the service agreement between Best Way Disposal and the City of Bangor, Best Way Disposal would like to request the following increase.

New Pricing Effective October 1, 2026

City of Bangor

1-96 gallon Trash Container Serviced 1XW	20.84
1-96 gallon Recycle Container Serviced EOW	

- **Requested Rates increased are at the CPI-Water, Sewer and Trash Collection Services for July 2026(4.6%)**

If you have any questions or concerns, feel free to call me at 269-463-3232. If I can be of any further assistance, please let me know.

Sincerely,

Adam Dobbs
Account Manager



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

CITY COUNCIL AGENDA FACT SHEET

To: Mayor McCrumb, Mayor Pro Tem Martinez-Serratos, Councilmember Rivers, Garcia, Doroh, Wall, and Murphy

CC: Justin Weber, City Manager

From: Shelly Umbanhowar, MiPMC, City Clerk

CC: Stephenie Cagle, MiCPT, City Treasurer

Subject: METRO Act Bilateral Permit Agreement – MEC (Midwest Energy & Communications)

Date: 09/03/26

Summary:

The City has received a METRO Act Bilateral Permit Agreement from **MEC (Midwest Energy & Communications)** for use of the City's public rights-of-way. Under Michigan's Metropolitan Extension Telecommunications Rights-of-Way Oversight (METRO) Act, municipalities are responsible for reviewing and approving or denying METRO Act permit applications.

Because a bilateral METRO Act permit constitutes a contractual agreement between the City and the telecommunications provider, the agreement is being presented to City Council for formal approval. This is consistent with the City's contracting authority under **Chapter XII of the City Charter**. Additionally, **Section 5.9(f)** provides that the City Clerk signs or countersigns contracts and other public documents under authority of the Council.

Council approval will authorize the appropriate City officials to execute the agreement on behalf of the City.

Action:

Recommended Motion:

Motion to approve the METRO Act Bilateral Permit Agreement between the City of Bangor and **MEC (Midwest Energy & Communications)** and authorize the appropriate City officials to execute the agreement on behalf of the City.



60590 Decatur Road
Cassopolis, MI 49031

800.492.5989
teammidwest.com

August 7, 2026

Dear City of Bangor,

The State of Michigan requires any entity building within a municipality's right-of-way to file a METRO Act permit agreement with the Michigan Public Service Commission (MPSC). This permit is not related to general construction permits, such as those issued by a road commission. Instead, it provides funding to your township to assist in managing and maintaining your rights-of-way. The funding is allocated based on the number of linear feet each entity builds in your municipality and is distributed by the Michigan Local Community Stabilization Authority.

Enclosed, please find a Metro Act Permit application from Midwest Energy & Communications (MEC) for our fiber-to-the-home broadband construction. By signing it, you are opting your township into receiving your share of the funds.

Included in this envelope, you will find:

- METRO Act Permit Application Form
- MEC's UTC and ETC filings
- MEC's Certificate of Good Standing
- METRO Act Bilateral Permit
- A Certificate of Insurance naming the municipality as the additional insured.
- A map of MEC's fiber
- A \$500.00 check to cover the permit application filing fees.

MEC is a customer-owned rural electric cooperative founded in 1937 and headquartered in Cassopolis, Michigan. MEC provides electricity, propane, and/or fiber communications in 17 counties in southwest and southeast Michigan, and two counties in Indiana and Ohio. We are currently expanding fiber internet to thousands of underserved and unserved residents in rural southern Michigan.

Once the permit application has been approved by your municipality, please sign the Bilateral Permit form and email the executed document to paige.baker@teammidwest.com within 45 days of the date on the permit form. I will file it with the MPSC.

Should you have any questions, I am available by phone or email.

To learn more about our internet services, please visit <https://www.teammidwest.com/internet/>

Thank you!

Paige Baker
Administrative Services Supervisor
60590 Decatur Rd.
Cassopolis, MI 49031
269-445-1049

METRO Act Permit Application Form
Revised February 2, 2015

City of Bangor
Name of Local Unit of Government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**MIDWEST ENERGY & COMMUNICATIONS
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within **45 days** from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at the City of Bangor 257 W Monroe St. Bangor, MI 49013.

City of Bangor
Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By
**MIDWEST ENERGY & COMMUNICATIONS
("APPLICANT")**

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: **August 7th, 2026**

1.2 Applicant's legal name: **Midwest Energy & Communications**

Mailing Address: **60590 Decatur Rd. Cassopolis, MI 49031**

Telephone Number: **800-492-5989**

Fax Number: **269-445-3792**

Corporate website: **<https://www.teammidwest.com>**

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Todd McCabe, Fiber Outside Plant Supervisor

Mailing Address: **60590 Decatur Rd. Cassopolis, MI 49031**

Telephone Number: **269-445-1098**

Fax Number: **269-445-3792**

E-mail Address: **todd.mccabe@teammidwest.com**

1.3 Type of Entity: (Check one of the following)

- ☒ Corporation
☐ General Partnership
☐ Limited Partnership
☐ Limited Liability Company
☐ Individual
☐ Other, please describe: _____

1.4 Assumed name for doing business, if any: **Midwest Energy & Communications**

1.5 Description of Entity: **Cooperative**

- 1.5.1 Jurisdiction of incorporation/formation; **Southwest Michigan**
1.5.2 Date of incorporation/formation; **1937**
1.5.3 If a subsidiary, name of ultimate parent company;
1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

Chairperson: Clarence Barth
President/CEO: Terry Rubenthaler
Secretary: Ron Armstrong
Treasurer: John Green

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

ID Number: 800831185

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality?

Circle: Yes ☒ No

If "yes," please describe.

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes ☒ No

If "yes," please describe the circumstances.

- 1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes

☒ No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

- 1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

- 2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

Please see the attached PDF's – CLEC Expansion, ETC Expansion

- 2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Midwest Energy & Communications (MEC) intends to construct high-speed fiber infrastructure to deliver telecommunications solutions (high-speed

broadband internet and voice communication) to eligible homes and businesses within the areas MEC has been awarded grant funds. MEC will use existing utility infrastructure where available to construct the fiber facilities, including poles and rights-of-way, and will update/add necessary infrastructure as necessary to ensure a high-quality experience.

- 2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Route map attached.

- 2.4 Please provide an anticipated or actual construction schedule.

The project will be completed over the next five years.

- 2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

Midwest Energy & Communications

- 2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

Midwest Energy & Communications will maintain the facilities. MEC will also use existing facilities and/or construct new facilities.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

- 3.1 Address of Applicant's nearest local office;

60590 Decatur Rd. Cassopolis, MI 49031.

- 3.2 Location of all records and engineering drawings, if not at local office;

Record and engineering drawing are at the local office.

- 3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

Todd McCabe, Fiber Outside Plant Supervisor
269-445-1098
Todd.mccabe@teammidwest.com

- 3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker's compensation; **Please see attached PDF.**

3.4.2 Commercial general liability, including at least: **Please see attached PDF.**

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

- 3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

Utility Contractors
Western Tel-Com
Ace Cable
Ultimate Contractors

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

MIDWEST ENERGY & COMMUNICATIONS

August 7, 2026

Date

By: Terry W. Rubenthaler

Print Name: Terry Rubenthaler

Title: President & CEO

S:\metroapplicationform.doc

METRO Act Permit
Bilateral Form
Revised 12/06/02

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean **Midwest Energy & Communications**, organized under the laws of the State of Michigan, whose address is **60590 Decatur Rd. Cassopolis, MI 49031**.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean **City of Bangor**, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is
- Todd McCabe, Fiber Outside Plant Supervisor**
todd.mccabe@teammidwest.com
269-445-1098
60590 Decatur Rd. Cassopolis, MI 49031
- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local

office, the location address, phone number and contact person (title or department) for them is: N/A

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is

Todd McCabe, Fiber Outside Plant Supervisor
todd.mccabe@teammidwest.com
269-445-1098
60590 Decatur Rd. Cassopolis, MI 49031

- 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is

Todd McCabe, Fiber Outside Plant Supervisor
todd.mccabe@teammidwest.com
269-445-1098
60590 Decatur Rd. Cassopolis, MI 49031

- 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

800-492-5989

- 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.
- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or

other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and

maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 174 of the Public Acts of 2013, as amended, MCL § 460.721 et seq., and shall conduct its business

in conformance with the statutory provisions and regulations promulgated thereunder.

- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.
- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate

of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:

7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or

- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior

written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.

11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to **257 W Monroe St. Bangor, MI 49013.**

12.1.2 If to Company, to **60590 Decatur Rd. Cassopolis, MI 49031 Attn: Paige Baker**, with a copy to **paige.baker@teammidwest.com**.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the

public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Bangor

Attest:

By: _____

Clerk

By: _____

Its: _____

Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

Midwest Energy & Communications

By: Terry W. Ruppenthal
Its: Chief Operating Officer
Date: August 7, 2026

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Exhibit B
Certificate of Insurance

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of	)	
MIDWEST ENERGY COOPERATIVE, d/b/a	)	
MIDWEST ENERGY AND COMMUNICATIONS,	)	Case No. U-17861
for designation as an eligible telecommunications	)	
carrier in the state of Michigan.	)	
_____	)	

At the May 26, 2021 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair
Hon. Tremaine L. Phillips, Commissioner
Hon. Katherine L. Peretick, Commissioner

ORDER

On March 19, 2015, Midwest Energy Cooperative (Midwest), then doing business as Midwest Connections, filed an application (March 19 application) pursuant to Section 214(e)(2) of the Communications Act of 1934, 47 USC 214(e)(2), for designation as an eligible telecommunications carrier (ETC) for access to universal service fund (USF) support for the purpose of participating in the Federal Communications Commission's (FCC's) Rural Broadband Experiment (RBE) program funding opportunities. Midwest filed supplemental information on May 5, 2015 and May 20, 2015. On June 3, 2015, the Commission issued an order approving Midwest's application as a High Cost only ETC for the census blocks listed in Exhibit 1 of the March 19 application. These census blocks were awarded by the FCC as a result of the RBE program. On September 25, 2018, Midwest filed an application to expand its ETC service area

and to add Lifeline to its ETC designation as a recipient of an award from the Connect America Fund Phase II Auction (CAF II). Midwest filed an amended application on December 14, 2018 and an amended exhibit on January 3, 2019. On February 21, 2019, the Commission issued an order approving Midwest's expansion as a High Cost and Lifeline ETC in the exchanges and census blocks listed in the amended exhibit filed on January 3, 2019.

On February 7, 2020, the FCC released FCC 20-5 Report and Order in which it authorized and established the framework for the Rural Digital Opportunity Fund Phase I auction (RDOF auction).¹ The RDOF will provide up to \$20.4 billion towards the expansion of broadband into unserved and underserved areas, with a focus on improving network speeds.

On December 7, 2020, the FCC announced the winning bidders of the RDOF auction.² Midwest was among the winners of the auction and was awarded additional funding toward census blocks in Michigan. The auction winners are required to use money awarded in the auction to expand broadband and meet various broadband goals throughout the census blocks. Additionally, the auction money award is contingent upon Midwest's designation as an ETC in the census blocks it received in the auction. The award winners have been given a deadline of June 7, 2021, to provide evidence of ETC designation in the locations they have been assigned as winning bidders.

On March 4, 2021, Midwest Energy Cooperative, d/b/a Midwest Energy and Communications, filed an application (March 4 application) pursuant to Section 214(e)(2) of the

¹ FCC 20-5 Report and Order, <https://docs.fcc.gov/public/attachments/FCC-20-5A1.pdf> (accessed May 17, 2021).

² FCC December 7, 2020 Public Notice of RDOF Awards, <https://www.fcc.gov/document/auction-904-winning-bidders> (accessed May 17, 2021).

Communications Act of 1996, 47 USC 214(e)(2), requesting approval to expand its current High Cost and Lifeline ETC designation to include the census blocks on pages 32-125 and the exchanges on pages 13-19 of Exhibit 1 of its March 4 application. Midwest seeks to include in its ETC designation all census blocks it was awarded in the FCC's RDOF auction. Midwest is seeking expansion in several census blocks that include Tribal lands, including land belonging to the Nottawaseppi Huron Band of Potawatomi Indians. Midwest confirms that it will continue to provide all the services and functionalities required under federal law in accordance with 47 CFR 54.101(a) and 54.202(a). Midwest is currently a licensed provider of basic local exchange service in the state of Michigan and operates as an ETC under Study Area Code 316131.

Midwest certifies that it will use any federal High Cost support it receives only for the provision, construction, maintenance, and upgrading of facilities along with the provision of supported services in the service area for which the support is intended. Midwest states that it is committed to meeting its federal broadband deployment obligations.

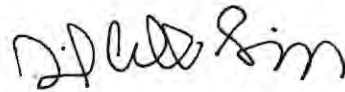
After reviewing Midwest's application, the Commission finds that the application to expand the ETC designation as requested will further the interest of the consumer and should be approved. The Commission also finds that all other aspects of the original June 3, 2015 order remain in effect and that Midwest shall continue to meet all ETC, RBE, CAF II, and RDOF auction requirements.

THEREFORE, IT IS ORDERED that the application filed by Midwest Energy Cooperative, d/b/a Midwest Energy and Communications, to expand its designation as a High Cost and Lifeline eligible telecommunications carrier to include all census blocks listed on pages 32-125 and all exchanges on pages 13-19 of Exhibit 1 of the March 4, 2021 application, is approved.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party aggrieved by this order may file an action in the appropriate federal District Court pursuant to 28 USC 1331. To notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at mpscedockets@michigan.gov and to the Michigan Department of the Attorney General - Public Service Division at pungpl@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION



Daniel C. Scripps, Chair



Tremaine L. Phillips, Commissioner



Katherine L. Peretick, Commissioner

By its action of May 26, 2021.



Lisa Felice, Executive Secretary

PROOF OF SERVICE

STATE OF MICHIGAN)

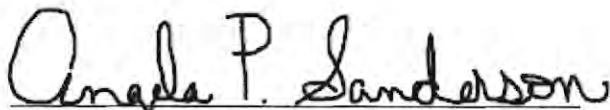
Case No. U-17861

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on May 26, 2021 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).


Brianna Brown

Subscribed and sworn to before me
this 26th day of May 2021.



Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2024

Service List for Case: U-17861

Name**Email Address**

Midwest Energy Cooperative

dave.allen@teammidwest.com

Mowitt S. Drew III

mdrew@kotzsangster.com

Shannon M. Heim

shannon.heim@lawmoss.com

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of	)	
MIDWEST ENERGY COOPERATIVE, d/b/a	)	
MIDWEST ENERGY & COMMUNICATIONS,	)	Case No. U-21019
for expansion of its license to provide basic local	)	
exchange service in designated exchanges.	)	
_____	)	

At the May 26, 2021 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Daniel C. Scripps, Chair
Hon. Tremaine L. Phillips, Commissioner
Hon. Katherine L. Peretick, Commissioner

ORDER

On November 25, 2013, and January 14, 2014, Midwest Energy Cooperative, d/b/a Midwest Connections, filed an application and amended application, respectively, in Case No. U-17512, under the Michigan Telecommunications Act (MTA), MCL 484.2101 *et seq.*, for a license to provide basic local exchange service in various exchanges served by AT&T Michigan, Bloomingdale Telephone Company, Inc., Frontier North Inc., and Frontier Midstates Inc., as described in the applications. On March 18, 2014, the Commission granted Midwest Energy Cooperative, d/b/a Midwest Connections, a permanent license.

On October 5, 2018, December 12, 2018, and January 15, 2019, Midwest Energy Cooperative, d/b/a Midwest Energy & Communications (Midwest), filed an application and amended applications, respectively, in Case No. U-20337 to expand the geographic area of its license to

provide basic local exchange service. On February 21, 2019, the Commission issued an order granting a permanent license expansion to provide basic local exchange service in the exchanges in the list attached to that order as Exhibit A.

On March 4, 2021, Midwest filed an application in the instant case (March 4 application), under the MTA, MCL 484.2101 *et seq.*, for temporary and permanent licenses to expand its license to serve as a basic local exchange carrier in the exchanges identified in the list attached to the application as Exhibit A. On April 8, 2021, the Commission granted Midwest a temporary license expansion.

On April 6, 2021, Midwest published a notice of opportunity to comment in the Detroit Free Press and the Detroit News. No comments were filed with the Commission.

After review of the March 4 application, the Commission finds that Midwest's application is in the public interest and should be approved. The expansion of the license is conditioned on full compliance with the MTA, as well as the anti-slamming procedures adopted in Case No. U-11900, the access restructuring mechanism contribution methodology adopted in Case No. U-16183, the number portability provisions of the MTA, and the number reclamation process adopted in Case No. U-12703. Further, the expansion of the license is conditioned upon the provision of service to customers in the added exchanges within a reasonable time. Failure to comply fully with those procedures may result in revocation of the license or other penalties.

THEREFORE, IT IS ORDERED that:

A. Midwest Energy Cooperative, d/b/a Midwest Energy & Communications, is granted a permanent license to expand the geographic area of its current license to provide basic local exchange service to include the exchanges identified in the list attached to the March 4, 2021 application as Exhibit A.

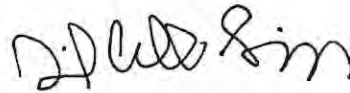
B. Midwest Energy Cooperative, d/b/a Midwest Energy & Communications, shall provide basic local exchange service in accordance with the regulatory requirements specified in the Michigan Telecommunications Act, MCL 484.2101 *et seq.*, including the number portability provisions of MCL 484.2358, the access restructuring mechanism contribution requirements of MCL 484.2310 and Case No. U-16183, the anti-slamming procedures adopted in Case No. U-11900, and the number reclamation process adopted in Case No. U-12703.

C. Before commencing basic local exchange service in the areas added to the license by this order, Midwest Energy Cooperative, d/b/a Midwest Energy & Communications, shall submit its tariff identifying the additional exchanges in which it will offer service.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so by the filing of a claim of appeal in the Michigan Court of Appeals within 30 days of the issuance of this order, pursuant to MCL 484.2203(12). To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at mpscedockets@michigan.gov and to the Michigan Department of the Attorney General – Public Service Division at pungpl@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General – Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION



Daniel C. Scripps, Chair



Tremaine L. Phillips, Commissioner



Katherine L. Peretick, Commissioner

By its action of May 26, 2021.



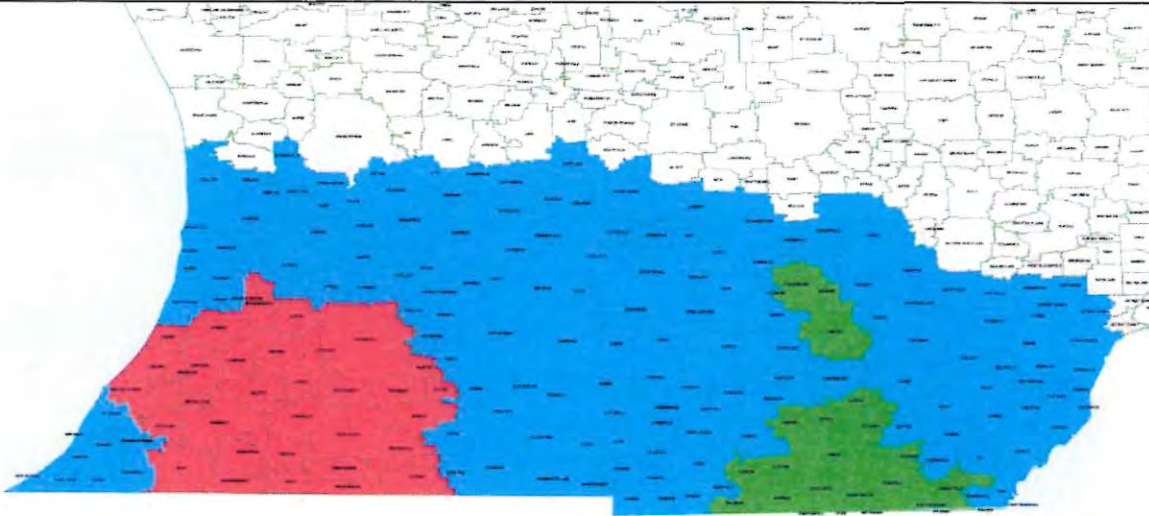
Lisa Felice, Executive Secretary

EXHIBIT A
CONTENTS

Page 2:	CLEC Territory • 2014 in Red • 2019 in Green • 2021 - Proposed Expanded CLEC in Blue
Pages 3 – 9:	ILECs Serving Midwest's Proposed CLEC Territory by Exchange

CLEC Territory

Red = Granted in 2014 Green = Granted in 2019 Blue = Requested in 2021



ILECS SERVING MIDWEST'S PROPOSED CLEC TERRITORY BY EXCHANGE

EXCHANGE	ILEC	COUNTIES
ALBION	AT&T Michigan	Calhoun Jackson
ALLEGAN	Frontier North Inc.	Allegan Van Buren
ALLEN	Frontier Communications of Michigan	Branch Hillsdale
ALTO	AT&T Michigan	Ionia Kent
ANN ARBOR	AT&T Michigan	Washtenaw
ATHENS	AT&T Michigan	Branch Calhoun Kalamazoo St. Joseph
AUGUSTA	Communications Corporation of America (TDS)	Calhoun Kalamazoo
BANFIELD	Barry County Telephone Company	Barry Calhoun Kalamazoo
BARODA	Frontier Midstates Inc.	Berrien
BATTLE CREEK	AT&T Michigan	Barry Calhoun Kalamazoo
BELLEVILLE	AT&T Michigan	Wayne
BELLEVUE	AT&T Michigan	Barry Calhoun Eaton
BERRIEN SPRINGS	AT&T Michigan	Berrien
BRIDGMAN	Frontier Midstates Inc.	Berrien
BRIGHTON	AT&T Michigan	Livingston Oakland Washtenaw
BRITTON	Frontier North Inc.	Lenawee Monroe Washtenaw
BRONSON	Frontier North Inc.	Branch St. Joseph
BROOKLYN	Frontier Communications of Michigan	Hillsdale Jackson Lenawee Washtenaw
BUCHANAN	AT&T Michigan	Berrien
BUNDY HILL	Frontier Communications of Michigan	Hillsdale Jackson
BURLINGTON	Frontier Midstates Inc.	Branch Calhoun

ILECS SERVING MIDWEST'S PROPOSED CLEC TERRITORY BY EXCHANGE

EXCHANGE	ILEC	COUNTIES
BURR OAK	Frontier North Inc.	Branch St. Joseph
BYRON CENTER	AT&T Michigan	Allegan Kent Ottawa
CALEDONIA	AT&T Michigan	Allegan Barry Kent
CAMBRIA	Frontier Communications of Michigan	Hillsdale
CAMDEN	Frontier Communications of Michigan	Hillsdale
CARLETON	AT&T Michigan	Monroe Wayne
CHARLOTTE	AT&T Michigan	Calhoun Eaton
CLARKLAKE	AT&T Michigan	Hillsdale Jackson Lenawee
CLARKSVILLE	AT&T Michigan	Ionia
CLIMAX	Climax Telephone Company	Calhoun Kalamazoo
COLDWATER	Frontier North Inc.	Branch
COLDWATER LAKE	Frontier North Inc.	Branch
COLON	Frontier North Inc.	Branch St. Joseph
CONCORD	Frontier Communications of Michigan	Calhoun Hillsdale Jackson
DANSVILLE	AT&T Michigan	Ingham
DELTON	Barry County Telephone Company	Barry Kalamazoo
DETROIT ZONE 4	AT&T Michigan	Oakland Wayne
DETROIT ZONE 5	AT&T Michigan	Oakland Wayne
DETROIT ZONE 6	AT&T Michigan	Wayne
DEXTER	AT&T Michigan	Livingston Washtenaw
DIMONDALE	AT&T Michigan	Eaton Ingham
DORR	AT&T Michigan	Allegan
DRENTHE	Ace Telephone Company of Michigan	Allegan Ottawa
DUNDEE	Frontier North Inc.	Monroe

ILECS SERVING MIDWEST'S PROPOSED CLEC TERRITORY BY EXCHANGE

EXCHANGE	ILEC	COUNTIES
DUTTON	AT&T Michigan	Allegan Kent
EATON RAPIDS	AT&T Michigan	Eaton Ingham Jackson
ERIE	Frontier North Inc.	Monroe
FARMINGTON	AT&T Michigan	Oakland Wayne
FENNVILLE	Frontier North Inc.	Allegan
FITCHBURG	Frontier Midstates Inc.	Ingham Jackson
FLAT ROCK	AT&T Michigan	Monroe Wayne
FOWLerville	AT&T Michigan	Ingham Livingston Shiawassee
FREEPORT	AT&T Michigan	Barry Ionia Kent
FRONTIER	Frontier Communications of Michigan	Hillsdale
GALESBURG	AT&T Michigan	Calhoun Kalamazoo
GALIEN	AT&T Michigan	Berrien
GANGES	Frontier North Inc.	Allegan
GLENN	Frontier Midstates Inc.	Allegan
GRAND JUNCTION	Frontier North Inc.	Allegan Van Buren
GRAND LEDGE	Frontier North Inc.	Clinton Eaton Ionia
GRASS LAKE	Frontier North Inc.	Jackson Washtenaw
HAMILTON	Frontier North Inc.	Allegan
HANOVER-HORTON	Frontier Communications of Michigan	Hillsdale Jackson
HASTINGS	AT&T Michigan	Barry
HICKORY CORNERS	Communications Corporation of America (TDS)	Barry Kalamazoo
HILLSDALE	AT&T Michigan	Hillsdale
HOLLAND	AT&T Michigan	Allegan Ottawa
HOLT	AT&T Michigan	Eaton Ingham

ILECS SERVING MIDWEST'S PROPOSED CLEC TERRITORY BY EXCHANGE

EXCHANGE	ILEC	COUNTIES
HOMER	Frontier Midstates Inc.	Calhoun Hillsdale Jackson
HOPKINS	AT&T Michigan	Allegan
HOWELL	AT&T Michigan	Livingston
HUDSONVILLE	AT&T Michigan	Ottawa
IDA	Frontier North Inc.	Monroe
JACKSON	AT&T Michigan	Ingham Jackson
JAMESTOWN	AT&T Michigan	Allegan Kent Ottawa
JONESVILLE	AT&T Michigan	Hillsdale
LACEY	Barry County Telephone Company	Barry
LACOTA	Frontier Midstates Inc.	Allegan Van Buren
LAKE ODESSA	AT&T Michigan	Barry Eaton Ionia
LANSING	AT&T Michigan	Clinton Eaton Ingham Shiawassee
LESLIE	AT&T Michigan	Ingham Jackson
LITCHFIELD	Centurytel Midwest – Michigan	Branch Calhoun Hillsdale
LIVONIA	AT&T Michigan	Oakland Wayne
LOST PENINSULA	Frontier North Inc.	Monroe
MANCHESTER	AT&T Michigan	Jackson Washtenaw
MARSHALL	AT&T Michigan	Calhoun
MARTIN	AT&T Michigan	Allegan Barry
MASON	AT&T Michigan	Ingham
MAYBEE	Frontier North Inc.	Monroe Washtenaw Wayne
MIDDLEVILLE	AT&T Michigan	Allegan Barry

ILECS SERVING MIDWEST'S PROPOSED CLEC TERRITORY BY EXCHANGE

EXCHANGE	ILEC	COUNTIES
MILAN	AT&T Michigan	Lenawee Monroe Washtenaw
MOLINE	AT&T Michigan	Allegan Kent
MONROE	AT&T Michigan	Monroe
MONTGOMERY	Frontier Communications of Michigan	Branch Hillsdale
MOSHERVILLE	Centurytel Midwest – Michigan	Calhoun Hillsdale Jackson
MULLIKEN	AT&T Michigan	Eaton Ionia
MUNITH	Frontier Midstates Inc.	Ingham Jackson Washtenaw
NAPOLEON	AT&T Michigan	Jackson Washtenaw
NASHVILLE	AT&T Michigan	Barry Eaton
NEW BOSTON	AT&T Michigan	Wayne
NEW BUFFALO	AT&T Michigan	Berrien
NEWPORT	Centurytel of Michigan	Monroe
NORTH ADAMS	Frontier Communications of Michigan	Hillsdale
NORTHVILLE	AT&T Michigan	Oakland Washtenaw Wayne
NORTH SYLVANIA	Frontier North Inc.	Lenawee Monroe
OLIVET	AT&T Michigan	Calhoun Eaton
ONONDAGA	Frontier Midstates Inc.	Eaton Ingham Jackson
OSSEO-PITTSFIELD	Frontier Communications of Michigan	Hillsdale
OTSEGO	AT&T Michigan	Allegan Kalamazoo Van Buren
PARMA	Frontier Midstates Inc.	Calhoun Jackson
PETERSBURG	Deerfield Farmers Telephone Company	Lenawee Monroe

ILECS SERVING MIDWEST'S PROPOSED CLEC TERRITORY BY EXCHANGE

EXCHANGE	ILEC	COUNTIES
PINCKNEY	AT&T Michigan	Livingston Washtenaw
PINE LAKE	Barry County Telephone Company	Allegan Barry Kalamazoo
PLAINWELL	AT&T Michigan	Allegan Barry Kalamazoo
PLYMOUTH	AT&T Michigan	Washtenaw Wayne
PORTLAND	AT&T Michigan	Clinton Ionia
POTTERVILLE	AT&T Michigan	Eaton
PRATTVILLE	Frontier Communications of Michigan	Hillsdale Lenawee
PULLMAN	Frontier Midstates Inc.	Allegan
QUINCY	Frontier North Inc.	Branch Hillsdale
RANSOM	Frontier Communications of Michigan	Hillsdale
READING	Frontier North Inc.	Branch Hillsdale
RICHLAND	AT&T Michigan	Barry Kalamazoo
RIVES JUNCTION	Frontier Midstates Inc.	Ingham Jackson
ROCKWOOD	AT&T Michigan	Monroe Wayne
ROMULUS	AT&T Michigan	Wayne
SALINE	Frontier North Inc.	Lenawee Washtenaw
SAND CREEK	Sand Creek Telephone Company	Lenawee
SAUGATUCK	Frontier North Inc.	Allegan
SAWYER	Frontier Midstates Inc.	Berrien
SOUTH LYON	AT&T Michigan	Livingston Oakland Washtenaw
SOUTHFIELD	AT&T Michigan	Oakland Wayne
SOUTH HAVEN	Frontier North Inc.	Allegan Van Buren
SPRINGPORT	Springport Telephone Company	Calhoun Eaton Ingham Jackson

ILECS SERVING MIDWEST'S PROPOSED CLEC TERRITORY BY EXCHANGE

EXCHANGE	ILEC	COUNTIES
ST JOSEPH	AT&T Michigan	Berrien
SUNFIELD	Centurytel Midwest – Michigan	Barry Eaton Ionia
TEKONSHA	Frontier Midstates Inc.	Branch Calhoun
TEMPERANCE	Frontier North Inc.	Monroe
THREE OAKS	AT&T Michigan	Berrien
TRENTON	AT&T Michigan	Wayne
UNION CITY	Frontier North Inc.	Branch Calhoun
VERMONTVILLE	AT&T Michigan	Barry Eaton
WAYLAND	AT&T Michigan	Allegan Barry
WAYNE	AT&T Michigan	Wayne
WEBBERVILLE	Frontier Midstates Inc.	Ingham Livingston
WHITMORE LAKE	AT&T Michigan	Livingston Washtenaw
WILLIAMSTON	Frontier North Inc.	Clinton Ingham Shiawassee
WILLIS	AT&T Michigan	Washtenaw Wayne
WOODLAND	Frontier North Inc.	Barry Eaton
WYANDOTTE	AT&T Michigan	Wayne
YPSILANTI	AT&T Michigan	Washtenaw Wayne
ZEELAND	AT&T Michigan	Allegan Ottawa

PROOF OF SERVICE

STATE OF MICHIGAN)

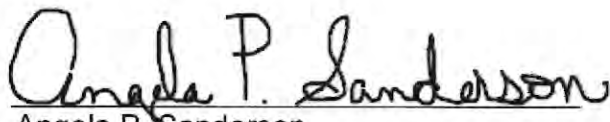
Case No. U-21019

County of Ingham)

Brianna Brown being duly sworn, deposes and says that on May 26, 2021 A.D. she electronically notified the attached list of this **Commission Order via e-mail transmission**, to the persons as shown on the attached service list (Listserv Distribution List).


Brianna Brown

Subscribed and sworn to before me
this 26th day of May 2021.


Angela P. Sanderson
Notary Public, Shiawassee County, Michigan
As acting in Eaton County
My Commission Expires: May 21, 2024

Service List for Case: U-21019

Name	Email Address
Midwest Energy Cooperative d/b/a Midwest Energy & Communications Mowitt S. Drew III	dave.allen@teammidwest.com mdrew@kotzsangster.com



This is to certify:

Entity Name: MIDWEST ENERGY COOPERATIVE
Entity ID#: 800831185
Entity Type: Domestic Nonprofit Corporation
Initial Filing Date: 01/01/1998
Delayed Effective Date:
Formation Jurisdiction: Michigan
Act Formed Under: 162-1982 Nonprofit Corporation Act

That the above referenced entity was validly incorporated and said corporation is validly in existence under the laws of this state.

This certificate is issued in conformity with the Act it is formed under, to attest to the fact that the company is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

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



In testimony whereof, I have hereunto set my hand, in the City of Lansing, on July 14, 2026.

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

Certificate Number: 83769
Verify this certificate at: www.michigan.gov/corpverifycertificate

CERTIFICATE OF INSURANCE

8/5/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

THIS IS TO CERTIFY THAT: **Midwest Energy Cooperative**
60590 Decatur Road
Cassopolis, MI 49031



FEDERATED RURAL ELECTRIC
INSURANCE EXCHANGE

NAIC: 11118
P.O. Box 15147, Lenexa, KS 66285-5147
(913) 541-0150 fax (913) 541-9004
www.federatedrural.com

IS, AT THE ISSUE DATE OF THIS CERTIFICATE, INSURED BY THE COMPANY UNDER THE POLICY(IES) LISTED BELOW. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATES	LIMITS (\$)	
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY OCCURRENCE-BASIS COMPREHENSIVE FORM PREMISES / OPERATIONS UND / EXPLOSION & COLLAPSE PRODUCTS / COMP OPS CONTRACTUAL BROAD-FORM PROPERTY DAMAGE NO GENERAL AGGREGATE	21 ARB 036-26	1/1/2026 to 1/1/2027	EACH OCCURRENCE	\$2,000,000
			DAMAGE TO RENTED PREMISES	\$2,000,000
			MED EXP (PER PERSON)	\$1,000
			PERSONAL & ADV INJURY	\$2,000,000
			GENERAL AGGREGATE LIMIT	UNLIMITED
AUTOMOBILE ANY AUTO HIRED & NON-OWNED AUTO GARAGE LIABILITY (ANY AUTO)	21 ARB 036-26	1/1/2026 to 1/1/2027	COMBINED SINGLE LIMIT (EACH ACCIDENT)	\$2,000,000
			COMP DEDUCTIBLE	\$500
			COLLISION DEDUCTIBLE	\$1,000
UMBRELLA LIABILITY OCCURRENCE-BASIS \$10,000 SELF-INSRD RETENTION	21 UMB 036-26	1/1/2026 to 1/1/2027	EACH OCCURRENCE	\$10,000,000
			PRODUCTS-COMP/OP AGG	\$10,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	21 WC 036-26	1/1/2026 to 1/1/2027	WC LIMITS	STATUTORY
			E.L. EACH ACCIDENT	\$500,000
			E.L. DISEASE EACH EMPLOYEE	\$500,000
			E.L. DISEASE - POLICY LIMIT	\$500,000
ALL-RISK BLANKET PROPERTY	21 ARB 036-26	1/1/2026 to 1/1/2027	PROPERTY LIMIT	\$72,225,882
			PROPERTY DEDUCTIBLE	\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EQUIPMENT / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is agreed that where required by mortgage, lease, or other legal agreement, the interests of mortgagees, lessors, and loss payees are insured as their interests may appear as additional insured's and/or loss payees. Blanket Additional Insured and Waiver of Subrogation are included under General Liability and Automobile Liability insurance if required by written contract or agreement. Policy provisions include a 60-day cancellation notice.

Immediate and Suddenly Accidental Pollution Liability Coverage Limit of \$2,000,000 is included under the above All Risk Blanket Policy

CERTIFICATE HOLDER:

CITY OF BANGOR
257 W MONROE ST
BANGOR, MI 49013

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

Jennifer L. Hays Willey



Blanket Additional Insured & Waiver of Subrogation Endorsement

21 ARB 036-26

Midwest Energy Cooperative

Section II, General Liability Insurance, Item F. Persons Insured and Section IV, Automobile Insurance, Paragraph B.1. Person Insured are amended to include any person or organization for whom the **policyholder** is performing operations when the policyholder and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured or insureds to this policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the **policyholder's** acts or omissions, or by the acts or omissions of others acting on the **policyholder's** behalf, provided:

1. The insurance afforded to such additional insured or insureds only applies to the extent permitted by law; and
2. If such coverage is required by written contract or agreement, the insurance afforded will not be broader than that required by the contract or agreement to be provided to the additional insured or insureds; and
3. If such coverage is required by written contract or agreement, the insurance afforded shall not exceed the limit of insurance required by the contract or agreement, or the applicable Limit of Liability stated in the Declarations, whichever is less.
4. If required by written contract or agreement, **Federated** waives any rights of recovery against the additional insureds shown above because of payments made under Section II, General Liability and Section IV, Automobile Insurance. Such waiver applies only to the extent that the policyholder has waived its rights of recovery against such person(s) or organization(s) prior to loss.
5. The following amends General Condition G. Other Insurance, and supersedes any provision to the contrary:
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:
 - (1) The additional insured is a Named Insured under such other insurance; and
 - (2) It is required by written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

With respect to the insurance afforded to these additional insureds, no coverage shall apply to **personal injury or property damage** arising out of or caused directly or indirectly by providing or failing to provide any professional service. This exclusion shall not apply to the rendering of emergency first aid or incidental medical service. A professional service can mean, but is not limited to Personal Injury or Property Damage arising out of the rendering of, or the failure to render, any architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

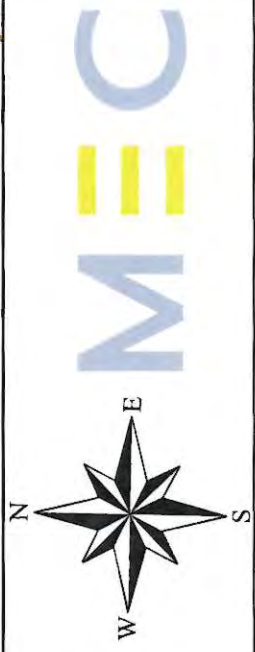
This endorsement shall not, in any event, increase the Limit of Liability stated in the Declarations.

All other policy provisions apply.



Legend
Cables (METRO)
05-22-26
OH
UG
Metro Cities 5-22-26
City

115-144	116-144	117-144	118-144
115-143	116-143	117-143	118-143
115-142	116-142	117-142	118-142
115-141	116-141	117-141	118-141
115-140	116-140	117-140	118-140





CITY OF BANGOR

257 West Monroe Street / Bangor, Michigan 49013

Telephone: 269.427.5831 / Email: clerk@cityofbangormi.gov / Website: www.cityofbangormi.org

City Manager Justin Weber

Treasurer Stephenie Cagle

Clerk Shelly Umbanhowar

To: Mayor and City Council

From: Justin Weber, City Manager

Date: August 27, 2026

Re: City Hall Roof Inspection and Repair Recommendation

The purpose of this memorandum is to update the City Council regarding the condition of the City Hall roof and to recommend that the City move forward with roof replacement before the existing problems become more extensive and costly.

On August 10, 2026, Bangor Community Fire Department Firefighter/Inspector Timothy Tracy completed a commercial fire inspection of City Hall. The inspection identified four violations, including a violation under IPMC 304.7 related to the roof and drainage system. The report specifically states that the roof leak must be addressed. Photographs included with the inspection also document evidence of water intrusion inside City Hall.

The City obtained three proposals for replacement of the City Hall roof:

- Lakeshore Construction – \$32,000
- Mighty Dog Roofing – \$53,269.32
- Lakefront Roofing & Exteriors – \$71,402.78

Lakeshore Construction's inspection found that the existing roof membrane has been in place for many years, is badly worn, has areas where seams are beginning to open, and contains multiple low spots where water is ponding. Their proposal includes removing the worn membrane, replacing damaged foam board, installing a new .060 TPO roofing membrane, installing flashing, and sealing and securing the roof edges. The proposal also states that the roof system would carry a 20-year warranty on materials and labor.

Mighty Dog Roofing proposed a more extensive replacement at \$53,269.32, including removal of the existing flat roofing, inspection of the decking, installation of insulation board and a 60-mil TPO roofing system, along with flashing and related work.

Lakefront Roofing & Exteriors submitted the highest proposal at \$71,402.78. Their scope includes removal of existing roofing materials, installation of insulation and .060 TPO roofing, parapet and bell tower work, flashing, seam work, and a 10-year workmanship warranty.

Although City Hall remains operational, the building continues to age and the available working and storage space is becoming increasingly limited. At some point, the City will need to have a broader discussion regarding the long-term future of City Hall and whether continued investment in the existing building remains the best option.

That larger discussion, however, does not eliminate the City's immediate responsibility to protect the building and its contents. City Hall contains historical City records and other important municipal documents that could be damaged or permanently lost if water intrusion continues or worsens. Allowing the roof to continue deteriorating also increases the likelihood that future repairs will involve not only the roofing system, but structural materials, ceilings, walls, electrical components, records, furnishings, and other portions of the building.

For these reasons, I recommend that the City Council authorize replacement of the City Hall roof now rather than continue making temporary repairs or waiting for the condition to worsen. The roof is a necessary immediate repair that will protect the City's existing investment while providing Council time to evaluate the long-term future of City Hall in a thoughtful manner.

Prior to awarding the project, I also recommend confirming that the selected contractor's scope includes all necessary code-compliant work, permits, correction of the existing ponding areas, and a clearly documented warranty.

Recommendation: Authorize the City Manager to proceed with the City Hall roof replacement project.

Respectfully,

Justin Weber

City Manager,
City of Bangor



Mighty Dog Roofing 175 - Benton Harbor
Mighty Dog Roofing of Benton Harbor
500 Renaissance Drive, Suite 104B
Saint Joseph, MI 49085
Phone: (269) 845-4027

Company Representative
Tom Burrell
Phone: (269) 845-4027
tburrell@mightydogroofing.com

Roof Replacement Estimate

07/21/2026
Claim Information

Bill Snider
257 W Monroe St
Bangor, MI 49013
(269) 876-7244

Job: Bill Snider

Roofing Section

Mighty Dog Roofing hereby submits Roof Installation specifications and estimates for:

- Remove all existing flat roofing materials. Inspect decking & replace up to 10 OSB decking boards as needed (rotted, de-laminated, warped) additional details *(see below) *
- Clean / prepare existing roofing surface to be free from nails, and any other loose impediments
- Install All new ISO Board to meet local code requirement of R30
- Install new 60 mil TPO Membrane Roof (Versico)
 - Testing and inspection of membrane welds to occur per standard control plans
- Install new termination bar on outer perimeter of the roof
- Install new flashing on all pipes and utility related penetrations
- Roof will be secured to protect against inclement weather at the end of each day
- Protect landscaping; Clean ground of debris, use a magnetic bar to pick up nails/other debris
- We request a secure location for dumpster, small job trailer and equipment placement
- Final core samples and roof drainage study to be taken before project start
- Payment terms: 1/2 down payment to commence work, remaining 1/2 net 7 days upon project completion.

A credit will be issued for any materials and work not needed or required. Any incremental work needed due to unforeseen deterioration or necessary to meet commercial building code requirements will take place at Cost + 20%.

Additional layers of roofing to be \$20 per square if undetected
Additional OSB decking to be \$65 per sheet
Additional Metal Corrugated decking to be \$400 per sheet

NOTE: Estimate includes all building and wind code permit, inspection and associated installation costs. Mighty Dog Roofing will coordinate all permits and local building inspections that may be required. Documentation requiring approval by any HOA or other local organizations is the sole responsibility of the owner. Mighty Dog Roofing will provide all necessary product documentation to support HOA approval as requested.

Owner hereby grants Mighty Dog Roofing with permission to take and keep job related photos for necessary project management related needs. Photos may be shared with local, state or federal inspection related authorities as required.

\$53,269.32

TOTAL

\$53,269.32

**LAKESHORE CONSTRUCTION
82514 WALDRON DRIVE
LAWTON, MI 49065
(269)-370-7921**

JULY 8, 2026

**BANGOR CITY BUILDING
257 W MONROE ST
BANGOR, MI**

IN RE: TPO ROOF-THREE ROOFS

THIS MEMBRANE HAS BEEN HERE FOR MANY YEARS AND THE MATERIAL IS STARTING TO SHOW THE FIBERS AS THE TOP SURFACE IS BADLY WORN OUT. SEAMS AT THIS POINT ARE READY TO START OPENING UP. THERE ARE A NUMBER OF LOW SPOTS HOLDING WATER, THESE AREAS NEED NEW FOAM BOARDS TO HELP RAISE THESE SPOTS TO MINIMIZE THE PONDING WATER AND PROVIDE RUN OFF. THERE IS ONE SMALLER SECOND ROOF ABOVE THIS ROOF IT IS THE BACK SECTION AND A SMALL THIRD SECTION OVER THE FRONT SIDEWALK.

WORK PROCEDURES TO BE PERFORMED:

- REMOVE WORN OUT MEMBRANE
- INSTALL NEW FOAM BOARDS WHERE THEY ARE DAMAGED
- INSTALL .06 HEAVY GRADE TPO (CARLYLE) ROOFING
- INSTALL FLASHING AT THE EDGES TO SECURE
- SEAL AND SECURE ALL EDGES

**LAKESHORE CONSTRUCTION HAS BEEN LICENSED AND
INSURED SINCE 1991**

ALL PRODUCTS USED ARE INDUSTRIAL GRADE PRODUCTS MADE FOR COMMERCIAL PROJECTS (CAULKS, CLEANERS, METAL PRIMERS AND COATINGS).

ALL PRODUCTS ARE FIRE RATED

ROOF SYSTEM CARRIES A TWENTY YEAR UNCONDITIONAL WARRANTY ON MATERIALS AND LABOR BY LAKESHORE CONSTRUCTION

THIS BID IS STRICTLY CONFIDENTIAL

NOTE: BUILDING OWNER IS RESPONSIBLE FOR PROTECTING MACHINERY UNDER AREAS OF ROOF BEING WORKED ON AND RESPONSIBLE FOR MOVING ANY ITEMS LOCATED OUTSIDE BUILDING DURING ROOFING PROCESS (INCLUDING VEHICLES).

ANY CUTTING INTO ROOF WITHOUT CONSULTING LAKESHORE CONSTRUCTION WILL VOID WARRANTY. LAKESHORE MUST BE PRESENT TO PROPERLY SEAL ANY REQUIRED OPENING OF THE ROOF.

ACCEPTANCE OF PROPOSAL:

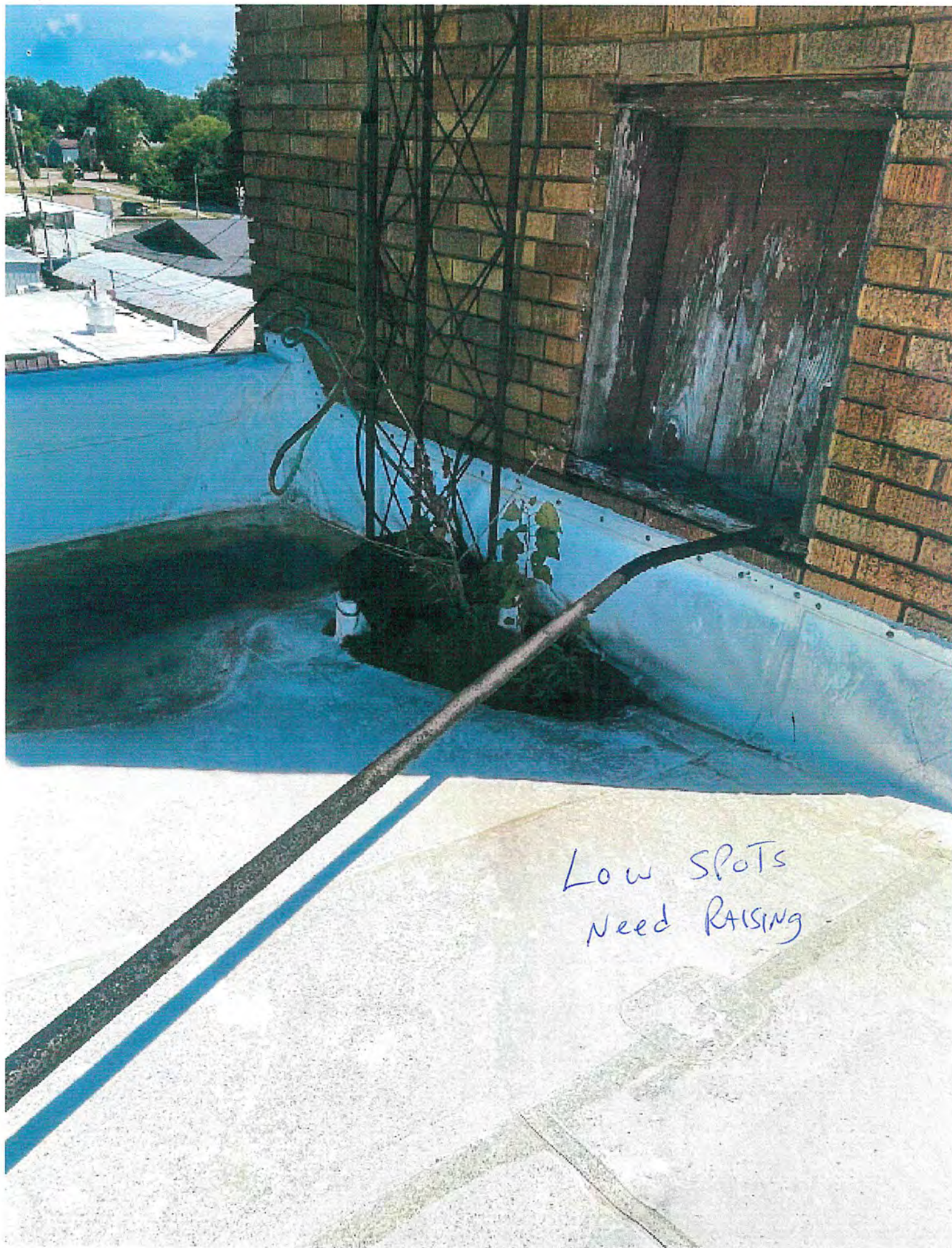
THE ABOVE PROCESS, SPECIFICATION AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO COMPLETE WORK AS SPECIFIED IN THIS PROPOSAL. PAYMENT WILL BE MADE AS FOLLOWS:

DOWN PAYMENT	\$	19,200.00
AT 50% COMPLETION	\$	9,600.00
UPON COMPLETION	\$	<u>3,200.00</u>
TOTAL INVESTMENT COST	\$	<u>32,000.00</u>

DATE: _____ SIGNATURE: _____

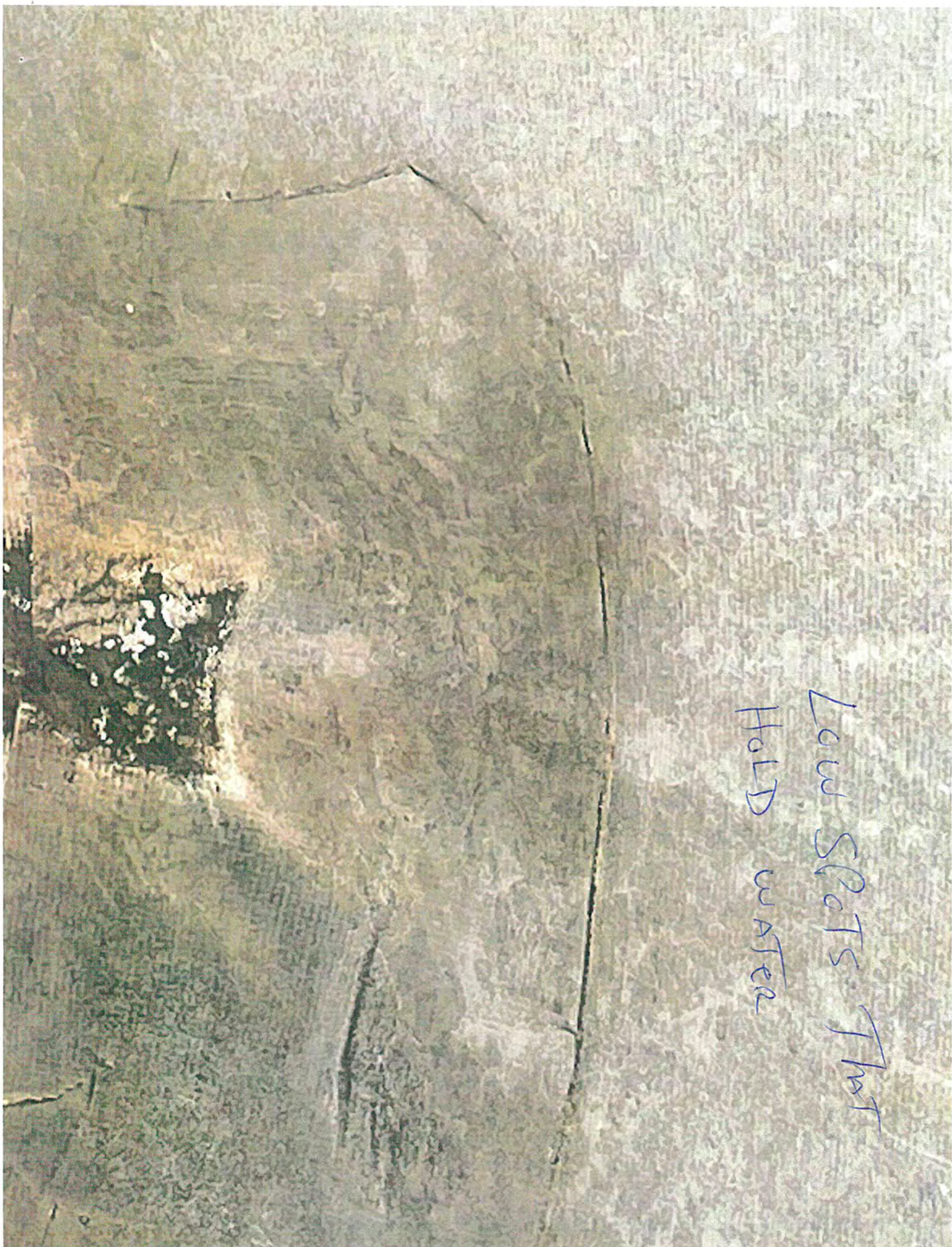
DATE: _____ SIGNATURE: _____

BID VALID UNTIL AUGUST 15, 2026





Low SPOTS That
Hold water



SMALL
FRONT
Roof

SIDEWALK







This has lost the top protective layer

WORN OUT TPO MEMBRANE





**Lakefront Roofing & Exteriors
LLC**
1635 76th St.
South Haven, MI 49090
Phone: 888-766-3014

RECEIVED

07/16/2026

JUL 20 2026

City of Bangor

Company Representative
Jason Avery
Phone: (269) 370-3143
j.avery92@yahoo.com

Bill Snider
City of Bangor
257 West Monroe Street
Bangor, MI 49013-1330
(269) 876-7244

Job: Bill Snider

Roofing Section

- Set up Catch-All protective netting
- Utilize Equippter where able
- Remove all roofing materials except on shingled slopes
- Re-nail any loose wood. If bad or rotten wood is discovered, it will be replaced at a price of \$2.50 per sq ft for 1/2" Sheathing or \$3.00 per sq ft for 3/4" Sheathing.
- Install Two layers of Grade 2.4 Polyiso board to meet building code
- Install .060 TPO over the slopes and up the parapet walls and back of bell tower
- Install cleats on inside and outside of parapet wall and cover with custom snap lock coping
- Counter flash the tops of the TPO on the bell tower walls and other non parapet walls/chimney
- Install new pipe flashings.
- Install seam tape and cover tape on all seam laps and butt laps
- Clean up all job related debris
- Provide 10 yr workmanship warranty
- Our Crews are licensed and insured.
- Crews will maintain safety requirement at all times during the construction process

This estimate is valid for 60 days from the date the estimate was given

For more information about what we have to offer, including financing, visit <http://www.lakefrontroof.com>

\$71,402.78

TOTAL

\$71,402.78

If any structural repairs are needed, there will be an extra charge of materials and labor with labor being billed at \$110 per man hour. There will be a 2% processing fee for all credit card transactions. The 5 Star Sure Start warranty is not included with skylights. Manufacturer's warranty ONLY on skylights. Workmanship warranty is 2 years for all new skylights. No workmanship warranty if existing skylights are reused on roof job.

Buyer's Right to Cancel: If you do not want the goods or services in this contract, you may cancel this Contract by mailing a notice to the Company. This notice must say that you do not want the goods or services and must be mailed before midnight of the Third (3rd) business day after you sign this Contract. The notice shall be deemed effective when postmarked, by first class mail, United States Postal Service. This notice must be mailed to 1635 76th Street, South Haven, MI 49090.

Limitation of Damages: There are no implied warranties of merchantability or the fitness for a particular purpose in connection with any sale of the products under the Contract. The only warranties applicable to such sales shall be with those expressly set forth in writing by the Company. Such express warranties shall be in lieu of any other warranties, whether express or implied. The Company's liability for any defective products or service or damages caused by the same, shall be limited to replacing the Product. Under no circumstances shall the company be liable for incidental or consequential damages related to the defective Products or service. The Company is not responsible for a satellite dish losing its signal. Your service provider will need to adjust for signal when the Company's work is complete at the homeowner's expense. The Company is not responsible for any damage to your driveway or sidewalk.

Payment Terms:

50% deposit is required at the start of the project. Balance due upon completion.
50% Deposit is required upon agreement when there are any special order items.

We encourage you to look into our company using the following resources:

We install every roof using the Certainteed Integrity Roof System. Click the link to learn more about our installation process.

[Certainteed Integrity Roof System](#)

We care about protecting your property! We use the Equipter on most of our roofing projects. Click the link to learn more about the Equipter.

[Equipter No Roof/No Mess Video](#)

Check out our customer track record with Certainteed by clicking on the link below. Once you get to the site, click on residential roofing and enter your zip code. You should see us at the top of the list!

[Customer Track Record](#)

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

CITY COUNCIL AGENDA FACT SHEET

To: Mayor McCrumb, Mayor Pro Tem Martinez-Serratos, Councilmember Rivers, Garcia, Doroh, Wall, and Murphy

CC: Justin Weber, City Manager

From: Shelly Umbanhowar, MiPMC, City Clerk

CC: Stephenie Cagle, MiCPT, City Treasurer

Subject: Marijuana Licensing and Potential New Business

Date: 09/03/26

Summary:

At the **August 17, 2026 Regular City Council Meeting**, Mark Smith of **The Green Door** petitioned the City Council to consider amending **Ordinance No. 290, Recreational Marijuana Establishments**, specifically **Section IV, No. 3**.

The ordinance currently provides:

“Not more than three (3) retailers shall be authorized in the City.”

Mr. Smith requested that the City Council consider amending this provision to read:

“Not more than one (1) retailer shall be authorized in the City.”

Council Consideration

City Council should discuss the requested amendment and determine whether it wishes to proceed with a formal amendment to Ordinance No. 290.

If Council desires to move forward, a motion may be made directing City Hall staff to prepare the appropriate ordinance amendment for consideration by City Council.

Proposed Timeline

If Council directs staff to proceed, the proposed schedule would be:

- **September 21, 2026 – Regular City Council Meeting:** First Reading and Introduction of the ordinance amendment.
- **October 5, 2026 – Regular City Council Meeting:** Second Reading and Consideration for Adoption.

Following adoption, the ordinance amendment would be published and become effective in accordance with the requirements of the City Charter.

Action:

Motion to direct City Hall staff to prepare an amendment to Ordinance No. 290, Recreational Marijuana Establishments, Section IV, No. 3, changing the maximum number of authorized retailers within the City from three (3) to one (1), with the proposed amendment to be presented for first reading and introduction at the September 21, 2026 Regular City Council Meeting.

CITY OF BANGOR
COUNTY OF VANBUREN, STATE OF MICHIGAN

ORDINANCE NO. 290

FIRST READING: February 3, 2020

ADOPTED: February 5, 2020

RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENT ORDINANCE

An ordinance to amend the Code of the City of Bangor by adding a new Chapter 118 , Recreational (Adult Use) Marihuana establishments; to provide regulations regarding recreational (adult use) marihuana establishments; to provide a title for the ordinance; to define words; to authorize the operation of and provide regulations for recreational (adult use) marihuana establishments in the City of Bangor pursuant to the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, as may be amended; to provide for an annual fee; to provide penalties for violation of this ordinance; to provide for severability; to repeal all ordinances or parts of ordinances in conflict therewith and to provide an effective date.

CITY OF BANGOR
VAN BUREN COUNTY, MICHIGAN

ORDAINS:

SECTION I
TITLE

This ordinance shall be known as and may be cited as the City of Bangor Recreational (Adult Use) Marihuana Establishment Ordinance.

SECTION II
PURPOSE

The purpose of the ordinance is to regulate recreational (adult use) marihuana establishments in the City in order to protect the public health, safety and general welfare of the City's residents, to provide reasonable regulations regarding City licensing of recreational (adult use) marihuana establishments, to provide a method to defray administrative costs of such establishments and to coordinate City regulations and license approval with laws and regulations

enacted by the State of Michigan. It is not the intent of this Ordinance to restrict or abrogate the protections for recreational (adult use) marihuana found in the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951, *et seq.*, as may be amended.

SECTION III **DEFINITIONS**

Words used herein shall have the definitions as provided for in the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951, *et seq.*, as may be amended.

SECTION IV **RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENTS**

The following recreational (adult use) marihuana establishments may be authorized to operate within the City by the holder of a state operating license, and the City may issue a City license for the same, subject to compliance with the Michigan Regulation and Taxation of Marihuana Act (Initiated Law 1 of 2018), as may be amended, the Rules promulgated thereunder and this ordinance:

1. Unlimited growers shall be authorized in the City which number may include Class A, B or C growers, in any combination.
2. Unlimited processors shall be authorized in the City.
3. Not more than three (3) retailers shall be authorized in the City.
4. Zero (0) microbusinesses shall be authorized in the City.
5. Unlimited secure transporters shall be authorized in the City.
6. Unlimited safety compliance facilities shall be authorized in the City.
7. Not more than two (2) marihuana event organizers shall be authorized in the City annually.
8. Not more than two (2) temporary marihuana events shall be authorized in the City annually.
9. Not more than two (2) designated consumption establishments shall be authorized in the City.
10. Zero (0) excess marihuana grower licenses are authorized in the City.
11. No other license types as may be established by the Rules promulgated pursuant Initiated Law 1 of 2018, as amended, shall be authorized in the City.

SECTION V
RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENT LICENSES

1. All applicants for a City recreational (adult use) marihuana establishment license shall be pre-qualified by the State of Michigan Marijuana Regulatory Agency and shall provide proof of such approval from the State prior to or upon applying to the City for a City license. In the event that an applicant already has a license from the State of Michigan for a medical marihuana facility license, the applicant does not need to obtain prequalification for a recreational (adult use) marihuana establishment license.

2. On and after April 15, 2020 the City shall accept applications for a City license to operate a recreational (adult use) marihuana establishment within the City. Application shall be made on a City form and must be submitted to the City Clerk and/or other designee of the City (hereinafter referred to as the "Clerk."). Once the Clerk receives a complete application including the initial annual recreational (adult use) marihuana establishment fee, the application shall be time and date stamped. All complete applications received on or after April 15, 2020 shall be considered for conditional authorization and/or City licensure. In the event that more applications are submitted to the Clerk than the number of recreational (adult use) marihuana establishments authorized for City licensure by this ordinance, the applications shall be considered by the City Council pursuant to the evaluation criteria contained in Section VI of this Ordinance. The City Council shall consider an application for a recreational (adult use) marihuana establishment licensure within 30 days of the date of receipt of a complete application. Once the City Council has determined which applications will be authorized for City licensure (per Section V herein), any additional complete applications shall be held in abeyance for future conditional licensure. Any applicant waiting for future conditional licensure may withdraw their application by written notice to the Clerk at any time and may receive a partial refund of the initial annual medical marihuana fee submitted.

3. If a conditionally licensed applicant is denied a state operating license, then such conditional license will be canceled by the Clerk and the conditional license shall be available to the next applicant for the specific type of recreational (adult use) marihuana establishment license in order of rankings, per the evaluation criteria in Section VI.

4. A conditionally licensed applicant shall receive a license from the City to operate the recreational (adult use) marihuana establishment within the City upon the applicant providing the Clerk proof that the applicant has received a state operating license for the recreational (adult use) marihuana facility in the City and the applicant has met all other requirements of this ordinance for the operation of a recreational (adult use) marihuana establishment.

5. If a conditionally licensed applicant fails to obtain a license from the City within one year from the date of conditional license, then such conditional license shall be canceled by the Clerk and the conditional license shall be available to the next applicant for the specific type of recreational (adult use) marihuana establishment license in order of rankings, per the evaluation criteria in Section VI. The City Council shall have the authority to extend the deadline to obtain a City license for up to an additional six months on written request of the

applicant, within thirty days prior to cancellation, upon the reasonable discretion of the City Council making a finding of good cause for the extension.

6. A licensee shall not operate a recreational (adult use) marihuana establishment at any location in the City other than the address provided in the application to the City.

SECTION VI **LICENSE EVALUATION CRITERIA**

In the event that the City receives more applications for recreational (adult use) marihuana establishment licenses than are authorized by this ordinance, the City Council shall review all applications to determine which of the applications are best suited to operate such establishment in the City in compliance with Initiated Law 1 of 2018, as amended. In making such analysis, the City Council shall consider the following criteria:

1. The applicant's experience in operating other licensed marihuana businesses in the City of Bangor.
2. The applicant's experience in operating other licensed marihuana businesses in Van Buren County.
3. The applicant's experience in operating other licensed marihuana businesses in Michigan.
4. If the applicant is a resident of the City of Bangor.
5. If the applicant is a resident of Van Buren County, Michigan.
6. An estimate of the number and type of jobs that the marihuana event organizer and/or temporary marihuana event is expected to create and the amount and type of compensation expected to be paid for such jobs.
7. Planned tangible capital investments in the City, including if multiple licenses are proposed.
8. An explanation of anticipated economic benefits to the City with supporting factual data.
9. The applicant's general business management experience.
10. The applicant's financial ability and/or means to operate or maintain a marihuana establishment.
11. Whether the applicant has been delinquent in paying taxes to the City of Bangor, Van Buren County and/or any other public entity in the past 10 years.

12. Whether the applicant has a history of non-compliance with any regulatory requirements in the City of Bangor, Van Buren County or elsewhere within the State of Michigan.

SECTION VII

GENERAL REGULATIONS REGARDING AUTHORIZED RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENTS

1. A licensed recreational (adult use) marihuana establishment shall only be operated within the City by the holder of a State operating license issued pursuant to Michigan Regulation and Taxation of Marihuana Act (Initiated Law 1 of 2018), as may be amended and the Rules promulgated thereunder. The facility shall only be operated as long as the State operating license and City license both remain in effect.

2. Prior to operating a licensed recreational (adult use) marihuana establishment within the City pursuant to a State operating license, the facility must comply with all applicable regulations, ordinances and codes.

3. Prior to operating an authorized recreational (adult use) marihuana establishment within the City pursuant to a State operating license, the establishment must comply with all City construction, building ordinances and zoning ordinances, all other applicable City ordinances specifically regulating recreational (adult use) marihuana establishments and generally applicable City regulatory ordinances and regulations. The establishment shall only be operated as long as it remains in compliance with all such ordinances and regulations now in force or which hereinafter may be established or amended.

4. If at any time a licensed recreational (adult use) marihuana establishment violates this ordinance the City Council may request that the State revoke or refrain from renewing the establishment's State operating license. Once such State operating license is revoked or fails to be renewed, the Clerk shall cancel the City license and the license shall be available to the next applicant for the specific type of recreational (adult use) marihuana establishment license in order of rankings, per the evaluation criteria in Section VI.

5. A recreational (adult use) marihuana establishment is not required to have any minimum setback from an existing public or private school providing education in kindergarten or any grades 1 – 12.

6. A recreational (adult use) marihuana establishment may co-locate with a medical marihuana facility, as authorized by Section 6, subsection 5 of the Michigan Regulation and Taxation of Marihuana Act (Initiated Law 1 of 2018).

7. A recreational (adult use) marihuana establishment shall prevent smoke, odors, debris, dust, noise, lights, glare, heat, other emissions or discharge from interfering with the reasonable and comfortable use and enjoyment of another's property. Whether smoke, odors, debris, dust, noise, lights, glare, heat, other emissions or discharge interfere with the reasonable and comfortable use and enjoyment of property shall be measured against the objective standards

of a reasonable person of normal sensitivity.

8. A recreational (adult use) marihuana grower, processor and retailer may operate from a single location, as authorized by Section 6, subsection 5 of the Michigan Regulation and Taxation of Marihuana Act (Initiated Law 1 of 2018), but in such case said establishment(s) shall be located in an area zoned for industrial or agricultural uses, as specified in Administrative Rule 24.

9. A marihuana retailer establishment shall only be open to the public between the hours of 9:00 a.m. and 9:00 p.m. Monday through Saturday. A marihuana retailer establishment shall not be open on Sunday.

10. All signage and advertising shall comply with City of Bangor, Van Buren County and/or MDOT regulations.

11. A licensed recreational (adult use) marihuana establishment shall consent to inspection of the facility by City officials, including City Police Officers, upon reasonable notice, to verify compliance with this ordinance.

12. The City expressly reserves the right to amend or repeal this ordinance in any way including, but not limited to, complete elimination of or reduction in the type and/or number of licenses for recreational (adult use) marihuana establishments authorized to operate within the City.

SECTION VIII

ANNUAL RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENT FEE

There is hereby established an annual nonrefundable City recreational (adult use) marihuana establishment fee in the amount of \$5,000, for each licensed recreational (adult use) marihuana establishment within the City, to help defray administrative and enforcement costs associated therewith. An initial annual recreational (adult use) marihuana establishment fee of \$5,000 shall be payable at the time of application for City authorization and thereafter the same amount shall be payable each year on or before January 5th. The City may pro-rate the application fee based on the application date and/or renewal application date.

SECTION IX

NONRENEWAL, SUSPENSION, REVOCATION, APPEALS

1. It is hereby expressly declared that nothing in this ordinance be held or construed to give or grant to any authorized recreational (adult use) marihuana establishment a vested right, privilege or permit to continued licensure from the City for operations within the City.

2. Each license is exclusive to the licensee cannot be sold or transferred. The attempted transfer, sale or other conveyance of an interest in a license without prior approval of the Planning Commission and/or City Council is grounds for suspension or revocation of the license or for other appropriate sanction.

3. The City Council, after notice and hearing, may suspend, revoke or refuse to renew a license for any of the following reasons:

- a. The applicant or licensee, or his/her agent, manager or employee, has violated, does not meet or has failed to comply with any of the terms, requirements, conditions or provisions of this ordinance or with any applicable state or local law or regulation;
- b. The recreational (adult use) marihuana establishment has operated in a manner that adversely affects the public health, safety and welfare.

4. Evidence to support a finding for nonrenewal, suspension or revocation of a license may include, without limitation, a continuing pattern of conduct of drug related criminal complaints within the premises of the recreational (adult use) marihuana establishment or in the immediate surrounding area or an ongoing nuisance condition emanating from or caused by a recreational (adult use) marihuana establishment.

5. An applicant may appeal any City decision regarding licensure, nonrenewal, suspension or revocation of a license to the full City Council, upon written request. An applicant requesting such appeal shall submit the request in writing to the City Clerk, which request shall include reasons for the appeal. The City Clerk shall, within a reasonable time thereafter, provide notice to the applicant of the time and date of the City Council meeting at which the appeal will be heard. At such City Council meeting, the applicant will have the opportunity to present his/her case supporting their appeal request.

SECTION X

VIOLATIONS AND PENALTIES

1. Any person who disobeys neglects or refuses to comply with any provision of this ordinance or who causes, allows or consents to any of the same shall be deemed to be responsible for the violation of this ordinance. A violation of this ordinance is deemed to be a nuisance per se.

2. A violation of this ordinance is a municipal civil infraction, for which the fines shall not be less than \$100 nor more than \$500 for the first offense and not less than \$250 nor more than \$500 for subsequent offenses, in the discretion of the Court. For purposes of this section, "subsequent offenses" means a violation of the provisions of this ordinance committed by the same person within 12 months of a previous violation of the same provision of this ordinance for which said person admitted responsibility or was adjudicated to be responsible. The foregoing sanctions shall be in addition to the rights of the City to proceed at law or equity with other appropriate and proper remedies. Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the City incurs in connection with the municipal civil infraction. This section is not intended to conflict with the penalty provisions in the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951, *et seq.*, as may be amended.

3. Each day during which any violation continues shall be deemed a separate offense.

4. In addition, the City may seek injunctive relief against persons alleged to be in violation of this ordinance, and such other relief as may be provided by law.

5. This ordinance shall be administered and enforced by the City's Ordinance Enforcement Officer, City Police Officer or by such other person (s) as designated by the City Council from time to time.

SECTION XI **SEVERABILITY**

The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect. The provisions herein shall be construed as not interfering or conflicting with the statutory regulations for licensing recreational (adult use) marihuana establishments pursuant to the Michigan Regulation and Taxation of Marihuana Act (Initiated Law 1 of 2018).

SECTION XII **REPEAL**

All ordinance or parts of ordinances in conflict herewith are hereby repealed.

SECTION XIII **EFFECTIVE DATE**

This ordinance shall take effect ten (10) days after publication after adoption.

 Clerk
City of Bangor

AFFP

Ordinance 290

Affidavit of Publication

STATE OF MICHIGAN }
COUNTY OF BERRIEN } SS

Courtney Kruger, being duly sworn, says:

That she is Legal Clerk of the Herald Palladium, a Daily newspaper of general circulation, printed and published in St Joseph, Berrien County, Michigan; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

March 12, 2020

Publisher's Fee: \$ 2,161.49

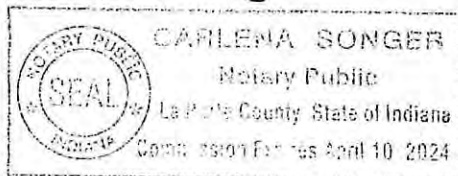
That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Courtney Kruger

Subscribed to and sworn to me this 12th day of March 2020.

Carlena Songer
Carlena Songer, Notary Public 4/10/2024



60000682 61115623

CITY OF BANGOR
257 W MONROE STREET
BANGOR, MI 49013

CITY OF BANGOR
COUNTY OF VAN BUREN, STATE OF MICHIGAN
ORDINANCE NO. 290
FIRST READING: February 3, 2020
ADOPTED: February 5, 2020

RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENT ORDINANCE

An ordinance to amend the Code of the City of Bangor by adding a new Chapter 118, Recreational (Adult Use) Marihuana establishments; to provide regulations regarding recreational (adult use) marihuana establishments; to provide a title for the ordinance; to define words; to authorize the operation of and provide regulations for recreational (adult use) marihuana establishments in the City of Bangor pursuant to the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, as may be amended; to provide for an annual fee; to provide penalties for violation of this ordinance; to provide for severability; to repeal all ordinances or parts of ordinances in conflict herewith and to provide an effective date.

CITY OF BANGOR
VAN BUREN COUNTY, MICHIGAN

ORDAINS:
SECTION I

TITLE

This ordinance shall be known as and may be cited as the City of Bangor Recreational (Adult Use) Marihuana Establishment Ordinance.

SECTION II

PURPOSE

The purpose of the ordinance is to regulate recreational (adult use) marihuana establishments in the City in order to protect the public health, safety and general welfare of the City's residents, to provide reasonable regulations regarding City licensing of recreational (adult use) marihuana establishments, to provide a method to defray administrative costs of such establishments and to coordinate City regulations and license regulations with legislation enacted by the State of Michigan. It is not the intent of this Ordinance to restrict or abrogate the protections for recreational (adult use) marihuana found in the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951, et seq., as may be amended.

SECTION III

DEFINITIONS

Words used herein shall have the definitions as provided for in the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951, et seq., as may be amended.

SECTION IV

RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENTS

The following recreational (adult use) marihuana establishments may be authorized to operate within the City by the holder of a state operating license, and the City may issue a City license for the same, subject to compliance with the Michigan Regulation and Taxation of Marihuana Act (Initiated Law 1 of 2018), as may be amended, the Rules promulgated thereunder and this ordinance:

1. Unlimited growers shall be authorized in the City which number may include Class A, B or C growers, in any combination.
2. Unlimited processors shall be authorized in the City.
3. Not more than three (3) retailers shall be authorized in the City.
4. Zero (0) microbusinesses shall be authorized in the City.
5. Unlimited secure transporters shall be authorized in the City.
6. Unlimited safety compliance facilities shall be authorized in the City.
7. Not more than two (2) marihuana event organizers shall be authorized in the City annually.
8. Not more than two (2) temporary marihuana events shall be authorized in the City annually.
9. Not more than two (2) designated consumption establishments shall be authorized in the City.
10. Zero (0) excess marihuana grower licenses are authorized in the City.
11. No other license types as may be established by the Rules promulgated pursuant to Initiated Law 1 of 2018, as amended, shall be authorized in the City.

SECTION V

RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENT LICENSES

1. All applicants for a City recreational (adult use) marihuana establishment license shall be pre-qualified by the State of Michigan Marijuana Regulatory Agency and shall provide proof of such approval from the State prior to or upon applying to the City for a City license. In the event that an applicant already has a license from the State of Michigan for a medical marihuana facility license, the applicant does not need to re-apply for a recreational (adult use) marihuana establishment license.
2. On and after April 15, 2020 the City shall accept applications for a City license to operate a recreational (adult use) marihuana establishment within the City. Application shall be made on a City form and must be submitted to the City Clerk and/or other designee of the City (hereinafter referred to as the "Clerk"). Once the Clerk receives a complete application including the initial annual recreational (adult use) marihuana establishment fee, the application shall be time and date stamped. All complete applications received on or after April 15, 2020 shall be considered for conditional authorization and/or City licensure. In the event that more applications are submitted to the Clerk than the number of recreational (adult use) marihuana establishments authorized for City licensure by this ordinance, the applications shall be considered by the City Council pursuant to the evaluation criteria contained in Section VI of this Ordinance. The City Council shall consider an application for a recreational (adult use) marihuana establishment license within 30 days of the date of receipt of a complete application. Once the City Council has determined which applications will be authorized for City licensure (per Section V herein), any additional complete applications shall be held in abeyance for future conditional licensure. Any applicant waiting for future conditional licensure may withdraw their application by written notice to the Clerk at any time and may receive a partial refund of the initial annual medical marihuana fee submitted.
3. If a conditionally licensed applicant is denied a state operating license, then such conditional license will be canceled by the Clerk and the conditional license shall be available to the next applicant for the specific type of recreational (adult use) marihuana establishment license in order of rankings, per the evaluation criteria in Section VI.
4. A conditionally licensed applicant shall receive a license from the City to operate the recreational (adult use) marihuana establishment within the City upon the applicant providing the Clerk proof that the applicant has received a state operating license for the recreational (adult use) marihuana facility in the City and the applicant has met all other requirements of this ordinance for the operation of a recreational (adult use) marihuana establishment.
5. If a conditionally licensed applicant fails to obtain a license from the City within one year from the date of conditional license, then such conditional license shall be canceled by the Clerk and the conditional license shall be available to the next applicant for the specific type of recreational (adult use) marihuana establishment license in order of rankings, per the evaluation criteria in Section VI.
6. The City Council shall have the authority to extend the deadline to obtain a City license for up to an additional six months on written request of the applicant, within thirty days prior to cancellation, upon the reasonable discretion of the City Council making a finding of good cause for the extension.
6. A licensee shall not operate a recreational (adult use) marihuana establishment at any location in the City other than the address provided in the application to the City.

SECTION VI

LICENSE EVALUATION CRITERIA

In the event that the City receives more applications for recreational (adult use) marihuana establishment licenses than are authorized by this ordinance, the City Council shall review all applications to determine which of the applications are best suited to operate such establishment in the City in compliance with Initiated Law 1 of 2018, as amended. In making such analysis, the City Council shall consider the following criteria:

1. The applicant's experience in operating other licensed marihuana businesses in the City of Bangor.
2. The applicant's experience in operating other licensed marihuana businesses in Van Buren County.
3. The applicant's experience in operating other licensed marihuana businesses in Michigan.
4. If the applicant is a resident of the City of Bangor.
5. If the applicant is a resident of Van Buren County, Michigan.
6. An estimate of the number and type of jobs that the marihuana event organizer and/or temporary marihuana event is expected to create and the amount and type of compensation expected to be paid for such jobs.
7. Planned tangible capital investments in the City, including if multiple licenses are proposed.
8. An explanation of anticipated economic benefits to the City with supporting factual data.
9. The applicant's general business management experience.
10. The applicant's financial ability and/or means to operate or maintain a marihuana establishment.
11. Whether the applicant has been delinquent in paying taxes to the City of Bangor, Van Buren County and/or any other public entity in the past 10 years.
12. Whether the applicant has a history of non-compliance with any regulatory requirements in the City of Bangor, Van Buren County or elsewhere within the State of Michigan.

SECTION VII

GENERAL REGULATIONS REGARDING

AUTHORIZED RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENTS

1. A licensed recreational (adult use) marihuana establishment shall only be operated within the City by the holder of a State operating license issued pursuant to Michigan Regulation and Taxation of Marihuana Act (Initiated Law 1 of 2018), as may be amended and the Rules promulgated thereunder. The facility shall only be operated as long as the State operating license and City license both remain in effect.
2. Prior to operating a licensed recreational (adult use) marihuana establishment within the City pursuant to a State operating license, the facility must comply with all applicable regulations, ordinances and codes.
3. Prior to operating an authorized recreational (adult use) marihuana establishment within the City pursuant to a State operating license, the establishment must comply with all City construction, building ordinances and zoning ordinances, all other applicable City ordinances specifically regulating recreational (adult use) marihuana establishments and generally applicable City regulatory ordinances and regulations. The establishment shall only be operated as long as it remains in compliance with all such ordinances and regulations now in force or which hereinafter may be established or amended.
4. If at any time a licensed recreational (adult use) marihuana establishment violates this ordinance the City Council may request that the State revoke or refrain from renewing the establishment's State operating license. Once such State operating license is revoked or fails to be renewed, the Clerk shall cancel the City license and the license shall be available to the next applicant for the specific type of recreational (adult use) marihuana establishment license in order of rankings, per the evaluation criteria in Section VI.
5. A recreational (adult use) marihuana establishment is not required to have a minimum setback from an existing public or private school providing education in kindergarten or any grades 1 - 12.
6. A recreational (adult use) marihuana establishment may co-locate with a medical marihuana facility, as authorized by Section 6, subsection 5 of the Michigan Regulation and Taxation of Marihuana Act (Initiated Law 1 of 2018).
7. A recreational (adult use) marihuana establishment shall prevent smoke, odors, debris, dust, noise, lights, glare, heat, other emissions or discharge from interfering with the reasonable and comfortable use and enjoyment of another's property. Whether smoke, odors, debris, dust, noise, lights, glare, heat, other emissions or discharge interfere with the reasonable and comfortable use and enjoyment of property shall be measured against the objective standards of a reasonable person of normal sensitivity.
8. A recreational (adult use) marihuana grower, processor and retailer may operate from a single location, as authorized by Section 6, subsection 5 of the Michigan Regulation and Taxation of Marihuana Act (Initiated Law 1 of 2018), but in such case said establishment shall be located in an area zoned for industrial or agricultural use, as specified in Administrative Rule 24.
9. A marihuana retailer establishment shall only be open to the public between the hours of 9:00 a.m. and 9:00 p.m. Monday through Saturday. A marihuana retailer establishment shall not be open on Sunday.
10. All signage and advertising shall comply with City of Bangor, Van Buren County and/or MDOT regulations.
11. A licensed recreational (adult use) marihuana establishment shall consent to inspection of the facility by City officials, including City Police Officers, upon reasonable notice, to verify compliance with this ordinance.
12. The City expressly reserves the right to amend or repeal this ordinance in any way including, but not limited to, complete elimination of or reduction in the type and/or number of licenses for recreational (adult use) marihuana establishments authorized to operate within the City.

SECTION VIII

ANNUAL RECREATIONAL (ADULT USE) MARIHUANA ESTABLISHMENT FEE

There is hereby established an annual nonrefundable City recreational (adult use) marihuana establishment fee in the amount of \$5,000, for each licensed recreational (adult use) marihuana establishment within the City, to help defray administrative and enforcement costs associated therewith. An initial annual recreational (adult use) marihuana establishment fee of \$5,000 shall be payable at the time of application for City authorization and thereafter the same amount shall be payable each year on or before January 5th. The City may pro-rate the application fee based on the application date and/or renewal application date.

SECTION IX

NONRENEWAL, SUSPENSION, REVOCATION, APPEALS

1. It is hereby expressly declared that nothing in this ordinance be held or construed to give or grant to any authorized recreational (adult use) marihuana establishment a vested right, privilege or permit to continued licensure from the City for operations within the City.
2. Each license is exclusive to the licensee cannot be sold or transferred. The attempted transfer, sale or other conveyance of an interest in a license without prior approval of the Planning Commission and/or City Council is grounds for suspension or revocation of the license or for other appropriate sanction.
3. The City Council, after notice and hearing, may suspend, revoke or refuse to renew a license for any of the following reasons:
 - a. The applicant or licensee, or his/her agent, manager or employee, has violated, does not meet or has failed to comply with any of the terms, requirements, conditions or provisions of this ordinance or with any applicable state or local law or regulation;
 - b. The recreational (adult use) marihuana establishment has operated in a manner that adversely affects the public health, safety and welfare.
4. Evidence to support a finding for nonrenewal, suspension or revocation of a license may include, without limitation, a continuing pattern of conduct of drug related criminal complaints within the premises of the recreational (adult use) marihuana establishment or in the immediate surrounding area or an ongoing nuisance condition emanating from or caused by a recreational (adult use) marihuana establishment.
5. An applicant may appeal any City decision regarding licensure, nonrenewal, suspension or revocation of a license to the full City Council, upon written request. An applicant requesting such appeal shall submit the request in writing to the City Clerk, which request shall include reasons for the appeal. The City Clerk shall, within a reasonable time thereafter, provide notice to the applicant of the time and date of the City Council meeting at which the appeal will be heard. At such City Council meeting, the applicant will have the opportunity to present his/her case supporting their appeal request.

SECTION X

VIOLATIONS AND PENALTIES

1. Any person who disobeys neglects or refuses to comply with any provision of this ordinance or who causes, allows or consents to any of the same shall be deemed to be responsible for the violation of this ordinance. A violation of this ordinance is deemed to be a nuisance per se.
2. A violation of this ordinance is a municipal civil infraction, for which the fines shall not be less than \$100 nor more than \$500 for the first offense and not less than \$250 nor more than \$500 for subsequent offenses, in the discretion of the Court. For purposes of this section, "subsequent offender" means a violation of the provisions of this ordinance committed by the same person within 12 months of a previous violation of the same provision of this ordinance for which said person admitted responsibility or was adjudicated to be responsible. The foregoing sanctions shall be in addition to the rights of the City to proceed at law or equity with other appropriate and proper remedies. Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the City incurs in connection with the municipal civil infraction. This section is not intended to conflict with the penalty provisions in the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951, et seq., as may be amended.
3. Each day during which any violation continues shall be deemed a separate offense.
4. In addition, the City may seek injunctive relief against persons alleged to be in violation of this ordinance, and such other relief as may be provided by law.
5. This ordinance shall be administered and enforced by the City's Ordinance Enforcement Officer, City Police Officer or by such other person (s) as designated by the City Council from time to time.

SECTION XI

SEVERABILITY

The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, word, section or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect. The provisions herein shall be construed as not interfering or conflicting with the statutory regulations for licensing recreational (adult use) marihuana establishments pursuant to the Michigan Regulation and Taxation of Marihuana Act (Initiated Law 1 of 2018).

SECTION XII

REPEAL

All ordinance or parts of ordinances in conflict herewith are hereby repealed.

SECTION XIII

EFFECTIVE DATE

This ordinance shall take effect ten (10) days after publication after adoption.

Clerk



CITY OF BANGOR

257 West Monroe Street / Bangor, Michigan 49013

Telephone: 269.427.5831 / Email: clerk@cityofbangormi.gov / Website: www.cityofbangormi.org

City Manager Justin Weber

Treasurer Stephenie Cagle

Clerk Shelly Umbanhowar

To: Mayor and City Council

From: City Manager

Date: August 27, 2026

Re: 2026 Halloween Trick-or-Treating Hours

Background

Halloween will fall on Saturday, October 31, 2026. Each year, the City establishes recommended trick-or-treating hours so residents, families, and the public safety departments have a consistent timeframe for Halloween activities.

Traditionally, the City of Bangor has held trick-or-treating on October 31 from 5:00 p.m. to 7:00 p.m. The primary decision for Council is whether to continue the City's traditional 5:00–7:00 p.m. timeframe or select different hours.

Administration Recommendation

Administration recommends continuing Bangor's established tradition and setting the 2026 trick-or-treating hours for Saturday, October 31, from 5:00 p.m. to 7:00 p.m. Maintaining the traditional schedule provides consistency for residents and allows the Bangor Fire Department and Bangor Police Department to plan for increased pedestrian traffic and patrol visibility during the designated period.

Requested Council Action

Council is asked to discuss and establish the City of Bangor's recommended trick-or-treating hours for Saturday, October 31, 2026.

Suggested Motion:

Motion to establish the City of Bangor's 2026 Halloween trick-or-treating hours for Saturday, October 31, 2026, from 5:00 p.m. to 7:00 p.m.

Justin Weber

City Manager



CITY OF BANGOR

257 West Monroe Street / Bangor, Michigan 49013

Telephone: 269.427.5831 / Email: clerk@cityofbangormi.gov / Website: www.cityofbangormi.org

City Manager Justin Weber

Treasurer Stephenie Cagle

Clerk Shelly Umbanhowar

To: Mayor and City Council

From: City Manager

Date: August 28, 2026

Subject: City-Owned Property – Forestry Management and Potential Timber Sale

The City of Bangor owns a wooded, currently undeveloped parcel of property located east of Industrial Park Road near the City's wastewater lagoons. The property is identified as Parcel No. 80-54-813-001-00 and is shown on the map included with the proposed Forestry Services Agreement.

Because this property is presently undeveloped and heavily wooded, the City has an opportunity to consider professionally managing and selectively harvesting timber from the property. This could provide two benefits to the City: generating additional revenue from an existing City asset while also improving and cleaning up portions of an otherwise underdeveloped property.

The City has received a Forestry Services Agreement from Mark P. Janke, Consulting Forester, LLC, a Michigan Registered Forester and Certified Forester. The proposed agreement is for a two-year period and is intended to provide professional forest management and conduct a timber sale designed to obtain the best available market price while properly managing the forest resource for the long term.

Under the proposal, the forester would:

- Identify and mark trees or areas appropriate for harvesting using sound forestry practices;
- Solicit competitive bids/offers from timber purchasers;
- Negotiate pricing and present the offers to the City for consideration;
- Prepare the timber sale contract, including payment, insurance, and harvesting requirements;
- Supervise the harvesting operation; and
- Conduct a final inspection of the property.

Importantly, the City retains the right to reject any and all bids or offers received for the timber. The proposed compensation to the forester is a 16% commission based on the timber sale contract price. Council should also be aware that if the City proceeds with having a timber sale prepared but subsequently rejects the bids/offers, the agreement provides for compensation to the forester equal to the greater of 10% of the high bid/offer or \$95 per hour plus expenses.

For lump-sum hardwood saw-timber sales, the agreement also requires the City to receive a 20% down payment when the timber contract is signed, with the purchaser paying the remaining balance before any trees are harvested.

Recommendation

I recommend that City Council consider moving forward with professional forestry management of this City-owned property and allowing the timber market to be evaluated.

The property is currently underdeveloped and is not producing revenue for the City. A properly managed timber harvest provides an opportunity to generate additional funding from an existing City asset while selectively improving and cleaning up the wooded property. Because the work would be overseen by a professional forester and the City retains the ability to review and reject timber offers, Council would still have control over whether a final timber sale moves forward.

Any revenue ultimately received could then be considered by Council for an appropriate municipal purpose or future capital need.

Requested Council Action:

Consider approval of the Forestry Services Agreement with Mark P. Janke, Consulting Forester, LLC and authorize the City Manager to proceed with the professional evaluation, preparation, and solicitation of bids for a potential timber sale, with any timber sale subject to the terms and approval requirements established by the City.

Respectfully,

Justin Weber

City Manager,
City of Bangor

Mark P. Janke, CF, & ACF
MARK P JANKE, CONSULTING FORESTER, LLC.
2676 111th Ave.
Allegan, MI 49010
Cell (269) 330-0347
Email: mark@michiganforester.com
Michigan Registered Forester - 545
Certified Forester #2790
American Tree Farm System Qualified Inspector ID #2503

FORESTRY SERVICES AGREEMENT

Agreement entered into this 5th day of August, 2026 by and between, CITY OF BANGOR, 257 W MONROE ST, BANGOR, MI 49013, Hereinafter referred to as "Landowner(s)" and Mark P. Janke, Consulting Forester, LLC, 2676 111th Ave., Allegan, Michigan, hereinafter referred to as "Forester".

This agreement will remain in effect for Two (2) years from the date of this contract. If a Timber Sale Contract is in effect at the expiration of this Agreement or any renewal of this Agreement, the obligations of the "Forester" and "Landowner" under this Agreement in relation to such Timber Sale Contract shall remain in effect for the duration of the Timber Sale Contract.

CITY OF BANGOR, being owner(s) of forest land in Van Buren County, Michigan and Mark P. Janke, Consulting Forester LLC., agree to enter into this Forestry Services Agreement with the objective of performing proper Forest Management on the lands of the "Landowner" by managing a professionally executed Timber Sale(s) on behalf of "Landowner" and to sell appropriate forest products (Standing Timber) and to receive the best market price for "Landowner's" timber, benefiting both parties and properly managing this valuable forest resource for the long term.

Price and terms of forestry services agreement: Mark P. Janke, Consulting Forester, LLC., will accomplish the services (# 1- # 7) listed below for the "Landowner" for a 16% commission based on the contract price on timbering project(s) on their lands described below consistent with their forestry or land management objectives:

1. Mark and scale or designate trees (areas) suitable for harvest consistent with sound forestry guidelines (or as directed) as specified by the "Landowners".
 2. Solicit Bids/Offers from potential "Purchaser(s)" on marked or designated timber.
 3. Negotiate pricing on behalf of the "Landowners" and review with the "Landowner(s)" once Bids/ Offers have been obtained by "Forester". The "Landowner(s)" retains the right to reject any and all Bids/Offers. If Bids/Offers are rejected by the "Landowner(s)", the "Forester" shall: 1.) Be compensated for his efforts at 10 % of the high Bid/Offer obtained by him for the Timber sale(s) offering or, 2.) Be compensated at \$95/Hour, plus expenses, whichever amount is greater, for the time spent setting up the Timber sale(s) on behalf of the "Landowner(s)".
 4. Provide written "Lump sum" contracts between the "Purchaser (s)" and the "Landowners", including payment terms, insurance requirements, harvesting provisions and all other pertinent terms relevant for a Timber Harvest.
 5. For "Lump Sum" Hardwood saw- timber sales - Require that an acceptable 20% down payment is received by the "Landowners" at contract signing and the full balance of payment is made by the Purchaser prior to the harvesting of any trees.
 6. Supervise timber harvest operations.
 7. Complete a final inspection.
 8. Commission Payment to "Forester" shall be as follows: Full payment is due at the time the "Landowners" receive the down payment*
- *Commission payment owed to "Forester" shall be sent directly to "Forester" from the "Purchaser" as determined on the spreadsheet provided by the "Forester" with the Timber Sale Contract.

Warranty: The landowner / seller hereby covenants with and warrants to the "Forester" that landowner/ seller holds lawful title to the following described real property situated in Van Buren County, Michigan (See attachment A-1 for statement of legal descriptions included in this contract, and drawings included as attachment A-2 which show the portions of said real property that are included in this contract), Herein after called the "property" and that landowner/seller has complete legal right to enter into this agreement and to sell and convey the timber located on the portion of the property indicated above.

Landowner/Seller represents that the legal descriptions and drawings shown on Attachments A-1 and A-2 are accurate, and have furnished property lines, having marked and identified their boundaries and represents that this information is accurate and acknowledges that "Forester" and harvesting contractors will be entitled to rely upon this information. Landowners/ Seller agrees to indemnify and hold harmless "Forester", harvesting contractors and/or timber/log buyers from any claims or causes of action, including reasonable actual attorney fees and costs incurred by such claimants to defend against any causes of action based on a claim that Landowner/ Seller does not own the real property described in Attachment A-1 or that the landowner's boundaries, as shown on Attachment A-2 and as marked by the landowner are inaccurate; however, that "Landowner/Seller will not indemnify any party who does not use ordinary care in confirming the location of such boundaries by contacting landowner, or otherwise will not indemnify any otherwise negligent, grossly negligent, reckless or willful conduct on the part of harvesting contractors, "Forester" or timber/log buyers/producers.

Other Provisions:

- This contract is binding on all heirs, executors, successors, and assigns of all parties.
- This contract for all services described herein shall not be resold to other parties.
- This contract shall be construed to the laws of the State of Michigan.

Landowner(s) /Seller: CITY OF BANGOR

By: CITY OF BANGOR

Date

Forester: Mark P. Janke, Consulting Forester, LLC.



8-05-26

By: Mark P. Janke, President

Date

A-1 – Legal Description(s): - 1040 13-2-16 THAT PT OF N 1/2 NW1/4 OF SEC LY ELY OF INDUSTRIAL PARK RD. UNPLATTED, CITY OF BANGOR, VAN BUREN COUNTY, MI PARCEL: 80-54-813-001-00

Parcel Number:

A-2- Map(s):





CITY OF BANGOR

257 West Monroe Street / Bangor, Michigan 49013

Telephone: 269.427.5831 / Email: clerk@cityofbangormi.gov / Website: www.cityofbangormi.org

City Manager Justin Weber

Treasurer Stephenie Cagle

Clerk Shelly Umbanhowar

To: Mayor and City Council

From: City Manager

Date: August 27, 2026

Re: 2026-2027 Municipal Insurance Coverage – MML Renewal

Background

The City's current Liability & Property insurance coverage through the Michigan Municipal League (MML) Liability & Property Pool expires September 30, 2026.

MML has offered renewal coverage for the 2026-2027 coverage year at an annual premium of \$110,709. The City is expected to receive a dividend of \$2,820, resulting in an estimated net cost of \$107,889.

A significant change to the proposed renewal is that MML has informed the City that Public Officials Liability coverage will not be included in the City's coverage beginning October 1, 2026, due to the City's recent claims history.

Administration considers Public Officials Liability an important component of the City's municipal insurance program and has asked MML whether it will reconsider its decision or offer alternative terms under which this coverage could continue.

Administration is also evaluating alternative municipal insurance providers and programs so the City can determine whether continuing coverage through MML or obtaining replacement coverage is in the City's best interest.

Legal Review

Because the removal of Public Officials Liability coverage presents potential legal and financial exposure to the City, the City Attorney has been requested to provide a written attorney-client privileged legal opinion concerning this issue.

Council will be asked to consider that written legal opinion in closed session pursuant to the Michigan Open Meetings Act.

Recommendation

Administration recommends that Council:

1. Review the City's MML renewal proposal and current insurance situation in open session.
2. Enter closed session for the limited purpose of considering the City Attorney's written attorney-client privileged legal opinion.
3. Return to open session following the closed session.
4. Discuss the City's insurance options and provide direction or take appropriate action in open session.

The City's existing coverage remains in effect through September 30, 2026. A decision regarding coverage beginning October 1, 2026 will therefore need to be made prior to expiration of the existing coverage.

Respectfully,

Justin Weber

City Manager



michigan municipal league

Liability & Property Pool

Proposal

for the

City of Bangor

.Presented By:

James Newman, LUTCF, CAWC, CLTC
MML Liability & Property Pool
(517) 243-5865

August 28, 2026

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability.

The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Bangor**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Bangor** for an annual premium of **\$110,709**. (In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2026. The city's portion of the dividend return is estimated to be **\$2,820**. The city will receive this dividend in the month following payment of your 2026 renewal premium.)

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--------------------------------|----------------------------------|
| ✓ 433 Public Entity Members | ✓ 195 Water Utilities |
| ✓ 139 Fire Departments | ✓ 218 Sewer Utilities |
| ✓ 170 Law Enforcement Agencies | ✓ 24 Municipal Marinas |
| ✓ 2,195 Police Officers | ✓ \$5 Billion of Property Values |
| ✓ 5,772 Miles of Streets/Roads | ✓ 206 Water Service Operations |
| ✓ 6,950 Vehicles | ✓ 17 Dams |
| ✓ 16 Electric Utilities | |



Coverage and Cost Summary City Of Bangor

Effective 10-01-2026 to 10-01-2027

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$5,000,000	N/A	\$0
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$5,000,000	N/A	\$0
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	No Coverage	N/A	N/A
Law Enforcement Liability (Coverages A, B, and D)	\$5,000,000	N/A	\$25,000
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$0
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	No Coverage	N/A	N/A
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Uninsured/Underinsured Motorists Coverage	\$100,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$5,000,000	N/A	\$5,000
# Vehicles	Comp	Coll	
6	\$5,000	\$5,000	
9	\$250	\$250	
Agreed Amount, if applicable 3 Vehicles for a total of \$204,000			
<i>Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$5,000,000 regardless of the number of coverages involved in the occurrence.</i>			

Property

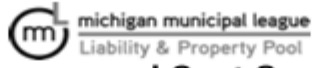
Property - Blanket Basis	\$9,890,570	N/A	\$500
Boiler and Machinery	Included	N/A	\$500
Building(s)	Included	N/A	\$500
Cemetery Property - up to \$500 per headstone	# Plots: 8,600	N/A	\$500
Contents	Included	N/A	\$500
Property in the Open	Included	N/A	\$500
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0
Accounts Receivable	\$100,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A



Coverage and Cost Summary City Of Bangor

Effective 10-01-2026 to 10-01-2027

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Contractors Equipment	\$520,957	N/A	\$250
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$45,130	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$350,000	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Police Equipment, Guns	\$15,000	N/A	\$250
Radio Equipment	\$35,186	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer / Deputy Clerk	\$100,000	N/A	N/A
Bond #: B Clerk	\$100,000	N/A	N/A
Bond #: C City Manager	\$100,000	N/A	N/A
Bond #: D Code Enforcement Officer	\$100,000	N/A	N/A
Bond #: E Deputy Treasurer	\$100,000	N/A	N/A



Coverage and Cost Summary City Of Bangor

Effective 10-01-2026 to 10-01-2027

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
<i>Only one deductible applies to claims involving two or more property coverages.</i>			

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$110,709.

TOWER 1 Limit	POLICY AGGREGATE LIMIT OF LIABILITY	\$100,000	For all Damages, Claims Expenses, Penalties and PCI Fines, Expenses and Costs	
	Information Security and Privacy Sublimit:	\$100,000	each Claim and in the Aggregate	
	Regulatory Defense and Penalties Aggregate Sublimit:	\$20,000	each Claim and in the Aggregate	
	Website Media and Content Liability Aggregate Sublimit:	\$100,000	each Claim and in the Aggregate	
	PCI Fines, Expenses and Costs Aggregate Sublimit:	\$10,000	each Claim and in the Aggregate	
	Cyber Extortion Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate	
	First Party Data Protection Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate	
	First Party Network Business Interruption Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate	
	Note: The above Sublimits are part of, and not in addition to, the overall Policy Aggregate Limit of Liability			
	Liability Retention Per Claim:			
	TOWER 1 Retention	All other coverages Retentions:	\$0	each Claim
		Cyber Extortion:	\$5,000	each Extortion Threat
First Party Data Protection:		\$5,000	each Data Protection Loss	
First Party Network Business Interruption:		\$5,000	each Business Interruption Loss Waiting Period: 12 hours	
Limits of Coverage - Privacy Breach Response Services				
TOWER 2 Limit	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Aggregate Sublimit:	\$50,000	per Incident and in the Aggregate	
TOWER 1 Limit	Notified Individuals:	10,000	Notified Individuals in the Aggregate	
	A sublimit of up to 10% of Notified Individuals residing outside the United States, which is part of and not in addition to the Notified Individuals Aggregate Limit of Coverage			
Note: The Privacy Breach Response Services Limits of Coverage are separate from and in addition to the overall Policy Aggregate Limit of Liability				
Privacy Breach Response Services Threshold/Retention (Each Incident):				
TOWER 2 Retention	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Retention:	\$0	each Incident	
TOWER 3 Threshold	Notification Services/Call Center Services/Breach Resolution and Mitigation Services Threshold:	0	each Incident	

The retention increased from \$2,500 to \$5,000.

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Bangor Has . . .

- ✓ \$946,198. Annual Payroll
- ✓ \$9,890,570. of total values for real and personal property
- ✓ 15 Vehicles
- ✓ 6 Law Enforcement Offices

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes
2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

NO ADDITIONAL PREMIUM

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (**exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability**)
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

CITY MANAGER UPDATES/ CLOSING COMMENTS

CITY MANAGER WILL GIVES
UPDATES/CLOSING COMMENTS TO COUNCIL



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

COUNCIL CLOSING COMMENTS

EACH COUNCIL MEMBER WILL GIVE THEIR
CLOSING COMMENTS TO THE PUBLIC



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

CLOSED SESSION

AGENDA WILL HAVE REASON FOR CLOSED SESSION

PUBLIC WILL BE DISMISSED
FROM THE COUNCIL CHAMBERS



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

BACK TO OPEN SESSION

PUBLIC WILL BE PERMITTED ACCESS
TO REENTER THE COUNCIL CHAMBERS



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE

MEETING ADJOURNMENT

-CHAIR WILL ADJOURN
AND CLOSE MEETING

-ONCE THE MEETING IS ADJOURNED,
PLEASE EXIT THE COUNCIL ROOM



BANGOR, MI
TRAIN CITY USA
GATEWAY TO THE LAKE