

AGENDA

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD IN PERSON AND VIRTUALLY AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, NOVEMBER 6, 2023, BEGINNING AT 6:00 P.M.

PLEASE NOTE: All guests and parties in attendance are asked to sign in if they will be making any comments during meetings, so that the City Clerk may properly record your name in the minutes. Public comments are limited to 3 minutes in length while matters from the floor are limited to 10 minutes. All in attendance are asked to silence all cell phones and other electronic devices. Accommodations are available upon request to those who require alternately formatted materials or auxiliary aids to ensure effective communication and access to City meetings or hearings. All request for accommodations should be made with as much advance notice as possible, typically at least 10 business days in advance by contacting City Clerk Lori Ann Clover at (989) 345-0500. [DISCLAIMER: Views or opinions expressed by City Council Members or employees during meetings are those of the individuals speaking and do not represent the views or opinions of the City Council or the City as a whole.] [NOTICE: Audio and/or video may be recorded at public meetings of the City Council.]

- I. Call to order
- II. Roll call
- III. Pledge of Allegiance
- IV. Scheduled Matters from the Floor
 - A. County Update
 - B. Heather Neuhaus – Chamber and Visitors Bureau update
 - C. Marcia Young/Ken Neubecker – Victorian Art Fair
- V. Public hearing
- VI. Additions to the agenda
- VII. Public comment on agenda items only (limited to 3 minutes)
- VIII. Bids
 - A. RFP City Sign
 - B. Reapproval of tree removal bid
- IX. Unfinished Business
- X. New Business
 - A. Bills
 - B. Resolution 23-28 Vacant Acres on M-30
 - C. Resolution 23-29 Bonding Resolution
 - D. Resolution 23-30, Budget Amendment
 - E. Repaving Third St Parking Lot
 - F. Special Events Permit Santa Train
- XI. Approval of the minutes and summary from the regular meeting held October 16, 2023.
- XII. Consent Agenda
 - A. Treasurer's Report and Investment Summary
 - B. Land Bank Authority Minutes from September 27, 2023
- XIII. Communications

- A. FY24 Final DWSRF IUP Report
- B. Quilt Walk thank you
- C. Consumers Energy-Lighting the Way

XIV. Reports

- A. Mayor
 - 1. Reappointment of Glenda Colclasure to the ZBA
- B. Council
- C. Manager
 - 1. Gathering place temporary parking
 - 2. Removal of parking spot-N. Fourth, S. Second

XV. Public comment any topic

XVI. Adjournment

UPCOMING MEETINGS-EVENTS

November 7 Planning Commission 6:00 pm

November 15 Airport Board 12:15 pm

November 20 City Council 6:00 pm

November 23-24 City Hall Closed

November 28 DDA 12:00 pm

December 4 City Council 6:00 pm

December 12 Planning Commission 6:00 pm

December 18 City Council 6:00 pm

December 19 WWTPA 3:30 pm

December 20 Airport Board 12:15 pm

December 25-26 City Hall Closed

December 26 DDA 12:00 pm

December 29 City Hall Closed

Next Meeting-November 20, 2023

The City of West Branch is accepting sealed proposals from qualified contractors to work with the City on the construction of a new 4' X 3' City hall sign. The project will require the contractor to work with the City on the design to incorporate the new City logo (shown below). All proposals should include all design, labor, material, and equipment needed to complete the project. The proposal should also include a description of recommended sign material and a sign mock up. Selection of the contractor will be based on experience, materials, ability to complete the project, price, and time frame for completion.



Sealed bids clearly marked "City Sign Bid" are due by Thursday, October 26, 2023 at noon and will be opened publicly immediately thereafter in the Council Chambers of City Hall, located at 121 N. 4th St, West Branch, MI 48661. Bids may be submitted via mail or in person, during regular business hours of Monday – Friday 8:00 a.m.-4:30 p.m., to the following address: 121 N. 4th St., West Branch, MI 48661. For all questions, please contact City Manager, John Dantzer at City Hall or by phone at (989) 345-0500. City Council reserves the right to accept or reject any and all bids.



Valley City Sign
5009 West River Drive
Comstock Park, MI 49321
Ph 616.784.5711
Fx 616.784.8280
www.valleycitysign.com

October 2, 2023

City of West Branch
John Dantzer
121 N 4th St
West Branch, MI 48661

Dear Mr. Dantzer

Please accept our enclosed bid for production and installation of a new non illuminated sign in front of the City Hall building.

I've also included some additional information regarding our company to give a broader picture of our commitment and capabilities.

Thank you again Mr. Dantzer for inviting us to bid on this project. We look forward to the bid results.

Take care

Mary Cook
Owner – Sales
Valley City Sign Company
616-784-5711
mcook@valleycitysign.com

Overview of Valley City Sign

Valley City Sign is a West Michigan based sign company. We are proudly employee owned and have a state-of-the-art 75,000 square foot manufacturing facility. We have been serving clients for over 70 years.

- Our 51 employees are owners and understand the importance of quality work
- State-of-the-art technology
- Award-winning design staff
- High quality manufacturing standards
- UL Certified Facility

We offer a unique combination of signage experience, full service capabilities, project management, and a team of seasoned professionals.

- 2017 – Watchfire Gold Award for Firekeepers Pit Stop
- 2018 – Winner of Grand Rapids Parks Design Competition
- Our major corporate signage projects include Tommy's Express Car Wash, Fifth Third Bank, Meijer, Spectrum Health, GVSU, Goodwill, YMCA, and many more!



Valley City Sign Company History

Below is an overview of the major milestones in our company since we began back in 1948.

- **Company Beginning:** Our company was established on September 27, 1948 by founders Robert Mosher and Perry Burnham.
- **Company Incorporates:** On September 27, 1963, our company incorporated and changed its name to Valley City Sign Company.
- **New Ownership:** On January 3, 1977, Valley City Sign Company was purchased by Sam Kovalak.
- **SignComp Founded:** SignComp was established on January 1, 1987 by Sam Kovalak to sell extrusion and signs wholesale to the sign industry.
- **SignComp Sold:** SignComp was sold on June 29, 1998. Randy Czubko becomes president of Valley City Sign.
- **Employee Ownership:** On August 24, 2006, Valley City Sign was sold to the Employee Stock Ownership Plan.
- **ESOP 10 Year Anniversary:** We celebrated 10 years of employee ownership in 2016 and the debt incurred to purchase the company was paid in full.



Our Core Values



VALLEY CITY
SIGN

Values Statement

Ethical – Do What is Right

- Provide a safe product and work environment
- Conduct business with fairness and integrity with employees, customers, and others
- Ensure fair and equitable treatment of each other
- Obey the law

Responsive – Treat Others the Way You Want to be Treated

- Respect each other and the work we do
- Listen and respond to each other
- Communicate clearly useful and necessary information
- Identify and exceed customer expectations
- Realistically set and consistently meet our commitments
- Provide value added service to customers
- Follow efficient policies and procedures to best serve all customers and our company

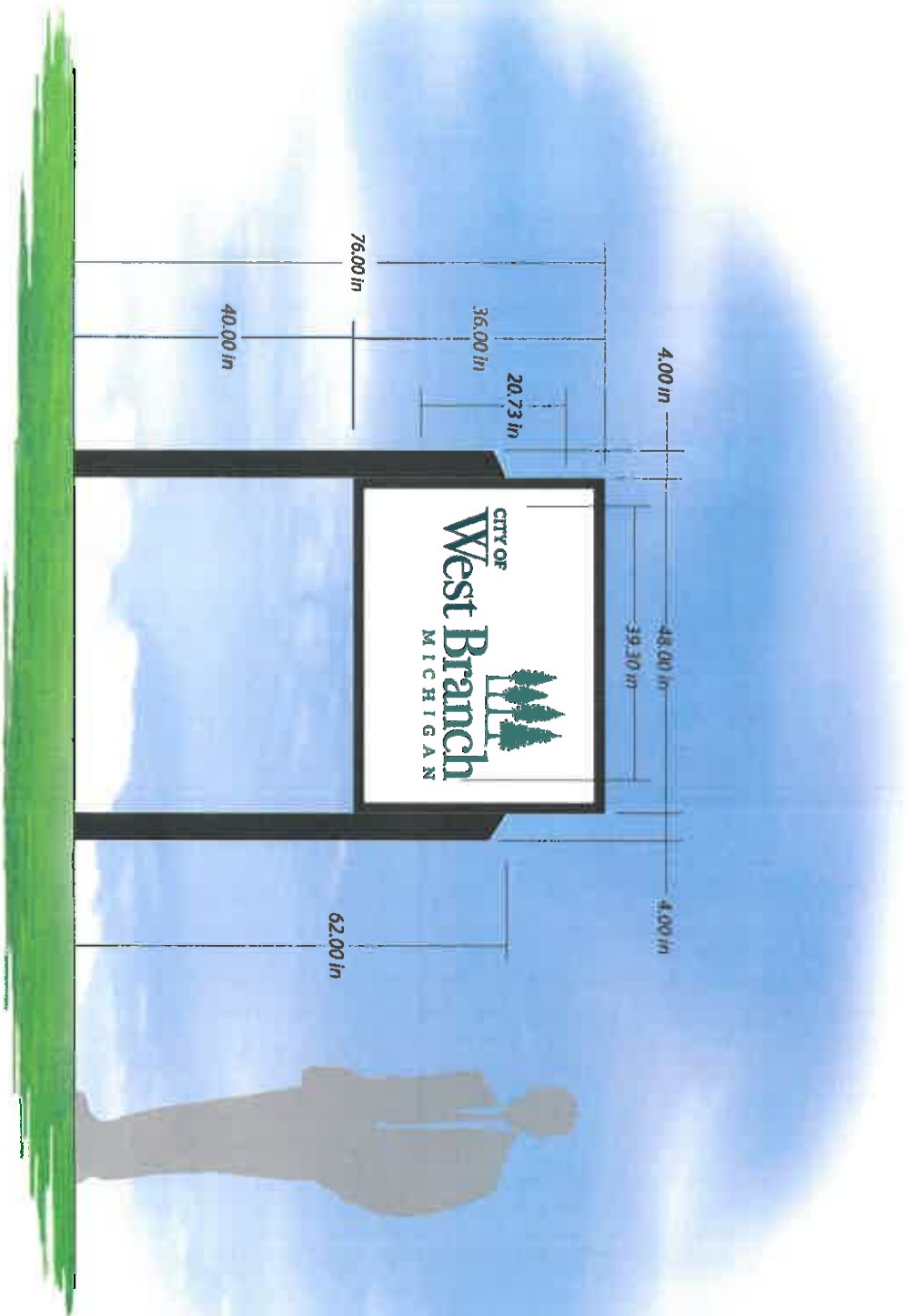
Challenge to Maintain and Improve – Strive to Do Better

- Provide a reasonable profit and return on investment
- Provide a product that meets our standards of quality
- Provide opportunity for employees to improve knowledge, skill, and compensation
- Improve systems and procedures for better quality and efficiency

Municipalities Project List

The list below encompasses all of our municipality projects over the years. We have produced and installed the sign(s) for all of these cities. Several of these projects also included a complete re-design or design from scratch.

Alpena, City of	Hale, City of	Plainfield Charter Township
Barry County	Holland, City of	Portage, City of
Battle Creek, City of	Howell, City of	Portland, City of
Cadillac, City of	Hudsonville, City of	Reynolds Township
Caledonia Charter Township	Imlay City	Rogers City
Central City Park	Ithaca, City of	Salem Township
Cheboygan, City of	Jamestown Township Offices	Sault Ste. Marie, City of
Coloma Charter Township	Kalamazoo, City of	Saline, City of
Courtland Township	Lake Odessa, City of	Sand Lake, Village of
Crystal Township	Lawton, Village of	South Haven, City of
Dowagiac, City of	Mascoutah, City of	Sparta, Village of
East Grand Rapids, City of	Metz Township	Spring Lake, Village of
East Tawas, City of	Montague, City of	Springfield, MO
Fremont, City of	Muskegon, City of	Tawas City, City of
Grand Haven, City of	New Buffalo, City of	Three Rivers, City of
Grand Ledge, City of	Normal, IL	Traverse City
Grand Rapids, City of	North Muskegon, City of	Walker, City of
Grand Rapids Charter Township	Orion Village	Whitehall, City of
Grandville, City of	Oscoda Township	Wyoming, City of
Grattan Township	Paw Paw, Village of	Zeeland Charter Township
Greenville, City of	Petoskey, City of	Zeeland, City of



ELEVATION - SIDE A & B



VALLEY CITY
SIGN

5009 West River Drive

Cornstock Park, MI 49321

Ph 616.784.5711

Fx 616.784.8280

www.valleycitysign.com

CUSTOMER SIGNATURE: _____

DATE: _____

The designs, details and plans represented herein are the property of Valley City Sign; specifically developed for your personal use in connection with the project being planned for you by Valley City Sign. They are not to be shown to anyone outside of your organization, nor are they to be used, reproduced, exhibited or copied in any fashion whatsoever. All or any part of these designs (except registered trademarks) remain the property of Valley City Sign. Colors represented are being viewed by various web browsers, computer monitors and printers, therefore an exact representation of colors shown cannot be guaranteed via these methods. For true color matching, please request a material sample.

PROPERTY OF VALLEY CITY SIGN

PAGE 1 OF 2 (SEE PAGE 2 FOR PLACEMENT)



Clean Artwork
Required

Dark Emerald
Green Scintical
#365D-126

Void Green
Scintical
#365D-156

MAP Black

MAP White

CONCEPT

DRAWING #180,003B

SCALE: 1/2" = 1'-0"

ONE (1) NON-ILLUMINATED D/F SIGN REQUIRED

PROJECT: WEST BRANCH

PHOTOSCAN(S): NO

DATE: 10.31.23

HOURS: 1.5+7.5

DESIGNER: JB

REVISIONS: TC, JB

SALES: A2(MC)



**VALLEY CITY
SIGN**

5009 West River Drive

Cornstock Park, MI 49921

Ph 616.784.5711

Fx 616.784.8280

www.valleycitysign.com

CUSTOMER SIGNATURE:

DATE:

The designs, details and plans represented herein are the property of Valley City Sign, specifically developed for your personal use in connection with the project being planned for you by Valley City Sign. They are not to be shown to anyone outside of your organization, nor are they to be used, reproduced, exhibited or copied in any fashion whatsoever. All or any part of these designs (except registered trademarks) remain the property of Valley City Sign. Colors represented are being viewed by various web browsers, computer monitors and printers, therefore an exact representation of colors shown cannot be guaranteed via these methods. For true color matching, please request a material sample.

PROPERTY OF VALLEY CITY SIGN

PAGE 2 OF 2

CONCEPT

DRAWING #180,003B

SCALE: 3/8" = 1'-0"

ONE (1) NON-ILLUMINATED D/F SIGN REQUIRED

PROJECT: **WEST BRANCH**

PHOTOSCAN(S): **NO**

DESIGNER: **JB**

DATE: **10.31.23**

REVISIONS: **TC, JB**

HOURS: **1.5+/-75**

SALES: **42(MC)**

Working Location: West Branch, City of
121 N Fourth Street

West Branch, City of
121 N Fourth Street

West Branch MI 48661

West Branch MI 48661

Contact: John Dantzer

Salesperson: Mary Cook

Date: 10/30/2023

It is VALLEY CITY SIGN's pleasure to submit this quotation for the following:

Qty	Item Number	Drawing # / Description	Unit Price	Extended Price
1	LOW PROFILE SIGN - NON-ILLUM	180003A	3,045.00	\$3,045.00
	* 36" x 48" double faced aluminum cabinet * Non-illuminated * Direct bury to greenspace * Paint (1x) color, Vinyl (2x) colors, Digital Print * City Hall monument sign ** Customer to install			

TERMS CREDIT LINE
50% Down, Bal N30 \$18,000.00

NOTES

Customer to pick up at VCS

Pricing is valid for 90 days from date of quote, unless noted above.
Message Systems pricing is valid for 30 days from date of quote.

I authorize Valley City Sign to fill out any application necessary to obtain a sign permit for this project.

By signing below, I agree to the attached terms and conditions, or as previously agreed to.

Name/Title

Signed By

Date

Purchase Order #

(If a purchase order is not required, please enter "N/A")

Valley City Sign

5009 West River Drive, Comstock Park, MI 49321

(616) 784-5711

Fax (616) 784-8280

Subtotal	\$3,045.00
Permits	\$0.00
Tax	\$0.00
Total	\$3,045.00

Working Location: West Branch, City of
121 N Fourth Street

Quote QTE00044915

West Branch, City of
121 N Fourth Street

West Branch MI 48661

West Branch MI 48661

Contact: John Dantzer
Salesperson: Mary Cook
Date: 9/29/2023

Qty	Item Number	Drawing # / Description	Unit Price	Extended Price
	Purchase Order #	(If a purchase order is not required, please enter "N/A")		
	Valley City Sign	5009 West River Drive, Comstock Park, MI 49321	(616) 784-5711	Fax (616) 784-8280

VALLEY CITY SIGN – TERMS AND CONDITIONS

This purchase agreement is between Valley City Sign (the "Company") and the original purchaser (the "Customer") of the work. When both parties sign the quote, all provisions contained in this 4 page contract comprise the entire agreement affecting this order, and no other agreement or understanding of any nature concerning it will be considered. If the Company utilizes, without objection, purchase orders, bid requests, or other documents preferred by the Customer containing recitations, notations or other expressions of terms that conflict with and add to, or modify these terms and conditions, it does so for the convenience of both parties, and it is understood that such recitations, notations or other expressions are ineffective.

The person signing the quote shall have full and proper authority to bind the Customer.

It is agreed that this contract shall be construed according to the laws of the state of Michigan.

EXCLUSIVE WARRANTY

This is the exclusive warranty of the Company with respect to any and all of its products. This exclusive warranty is made to you, the original purchaser of the Company's products.

Warranty is in effect from date of installation. If the Company is not installing, warranty is in effect from date of shipment.

The Company warrants to you as the original Customer that the Company's products will be free from defects in materials and workmanship, under normal use and conditions, for one (1) year. This limited warranty excludes vandalism, misuse, or any act of God.

The Company warrants electronic message centers for one (1) year. In addition to the warranty provided by the Company, the Customer will be covered by any additional manufacturer's warranty. The manufacturer warranties vary and are limited in coverage by the individual manufacturer or supplier. If the

Customer elects to purchase an extended parts warranty on message centers, refer to manufacturer's warranty for specific warranty information. The Company will provide the Customer, on request by the Customer, the warranties of the message center manufacturer, and the Company will assist the Customer in dealing with the manufacturer, subject to the understanding that responsibilities for warranties for those items will be that only of the manufacturer.

The Company does not warrant vinyl placed on vehicle windows. The Company's professional recommendation is to have them placed on the door or other vehicle panel. In the event the Customer insists on vehicle window placement, the Company will comply with the Customer's wishes, and the Customer agrees that the product will not be included under the exclusive warranty.

This warranty does not cover damage resulting from vandalism, misuse, acts of God, or through the negligence or wrongdoing of the Customer, its employees, agents, or any persons. This warranty is void if the signage has been serviced or modified by any party other than an authorized representative of the Company.

There is no implied warranty of merchantability, and there is no warranty that extends beyond the period stated. The Company shall not be, under any circumstances, liable to the Customer for any indirect, incidental, consequential, or special damages or loss of profits, resulting from a breach of this contract, even if the Company has been advised of the possibility of such damages.

The Company hereby disclaims any and all other warranties, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. The only warranty with respect to the Company's products is described on this exclusive warranty. No oral or written representations shall extend the Company's exclusive warranty beyond that described herein. In any event, the extent of the warranty shall not exceed the original contract amount.



VALLEY CITY SIGN – TERMS AND CONDITIONS

The Company shall not be liable for any incidental or consequential damages if the Company's product is defective or does not conform to this exclusive warranty. In any event, the maximum amount for which the Company shall be liable to the Customer will be the price of the product.

Any claim for breach of this exclusive warranty shall be brought, if at all, no later than one year from the date of the Company's breach.

WARRANTY PROCEDURES AND REMEDIES

The Customer must notify the Company of any warranty claim in order to initiate repairs on the defective product. The notice must include the date of the installation. Upon receipt of such notice, the Company will direct that an authorized representative inspect the product and, if necessary, correct the defect in accordance with this exclusive warranty. The Company shall be held harmless from any warranty related costs without prior written approval.

Provided that the warranty procedures are followed, the Company will repair and/or replace defective products during the applicable warranty period without charge for parts or labor, unless otherwise noted. Repair and/or replacement of defective products are the Customer's remedy under the Company's exclusive agreement.

After the Company's written approval, the Company may allow the Customer to arrange for necessary repairs covered by the warranty. The maximum hourly rate that will be paid by the Company is \$55.00 for warranty labor.

EXCAVATION AND INSTALLATION

When excavation is required, typical equipment used by our installation crew includes heavy equipment such as crane trucks and augers. Unless specified on your quote, pricing does not include special methods of excavation, such as hydrovac or hand digging.

With this typical equipment, detection of lines or other items below the surface is not possible. Therefore the Company will arrange for Miss Dig to mark the surrounding area where signage is to be installed. Items not marked by Miss Dig, such as underground sprinkling, drainage pipes, fiber optic, or other underground objects, are the responsibility of the Customer to mark. The Company will accept a site plan or similar document stating the detailed location of underground lines.

The Customer agrees that the Company is not liable for any inaccurate markings or areas not covered by Miss Dig. In the unlikely event an unmarked or mis-marked utility or any other underground object is hit or damaged during the excavation process, the Customer agrees and understands to indemnify, defend and hold harmless the Company and their representatives from any damages made to the underground utilities, underground objects, and the surrounding area, that is in any way connected with the excavating, augering, or any method used for the installation of the signage, except where due to negligence on the part of the Company.

All costs incurred for repairs, additional hours needed for installation, and any miscellaneous costs involved in repairing damaged underground lines is the responsibility of the Customer, unless the damage is due to negligence on the part of the Company.

The Company will assist the Customer by pursuing a claim through Miss Dig on behalf of the Customer for the underground utilities Miss Dig is responsible for in order that the Customer is reimbursed for expenses incurred.

If the Company or their representatives hit and damage a clearly marked and identified underground utility or other underground object, then the Company will be responsible for making all necessary repairs to fix the damage. Liability is limited to the underground utility or object itself and the immediate surrounding area.

While the company is careful on lawns and around landscaping, there are times when damage is unavoidable, especially when the ground is soft. The Company



VALLEY CITY SIGN – TERMS AND CONDITIONS

will take every precaution possible to avoid damage. In the event of unavoidable damage, the customer is responsible for all repairs to lawn, sidewalks and/or landscaping.

If other unseen difficulty arises during excavation, the Company will charge the Customer on a time and material basis for all necessary equipment and labor until excavation is complete.

The Customer is responsible for letting the Company know where to put the dirt from the base holes at the Customer's site.

PRICING, PAYMENT, AND OTHER TERMS

The Customer hereby acknowledges that the work is for signage unique and limited to the Customer's needs and requirements and that the work has no salvage value to the Company. As a result, this contract when accepted is not subject to cancellation. Price quotes are subject to revision where unforeseeable building site or job conditions are encountered. Unless otherwise noted, quotes assume work is done during ordinary working hours, Monday through Friday. Disposal of existing signs is not included unless otherwise provided.

After fabrication is started, no changes will be made or allowed unless ordered in writing and the price therefore adjusted and agreed upon in writing before proceeding with the changes, if such changes affect the price. If the Company considers shop drawings necessary, it will submit said drawings to the Customer for approval.

Refurbish prices are determined based on information known at the time of quote. If after opening sign, it is determined that additional work is necessary, the Customer will be notified of the additional charge, and will be responsible for payment thereof.

Installation prices are based upon normal conditions. Quote is subject to revision

where unknown soil conditions are encountered, I.E. high water table or buried obstructions.

Pricing does not include permitting, licensure or procurement fees, which will be added. Sales or use tax or gross receipts tax, if any, payable under the laws of the State where the property is to be delivered or installed as mentioned herein, shall be added to the price quoted, unless such tax is paid directly by the Customer.

Fifty (50) percent deposit is required on all orders, unless prior approved credit. The balance is due per the customer terms.

The Company at its option may invoice each item called for in the proposal separately upon completion or, if for reasons beyond its control completion is delayed, it may invoice for that portion of work completed during any given month.

Title to all materials and property covered by this proposal shall remain with the Company and shall never be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. The Company is given as express chattel mortgage lien upon said materials and property shall be annexed or attached to the realty.

All payments under the terms herein are due and payable in U.S. funds at the office of the Company. In case payment is not made as agreed, the Customer agrees to pay interest on past due payments from the time they are due at the rate of 1.12% per month.

In the event the Customer (a) defaults in the prompt and timely payment of the price in accordance with the terms of this contract, (b) makes any general assignment for the benefit of creditors; (c) files any petition for or is the subject of an involuntary petition filed for any relief under any bankruptcy or insolvency laws; or (d) breaches any other covenant or representation contained herein, the Company may, at its option, immediately terminate this contract upon notice to the Customer. In such event, the Company's obligations and responsibilities



VALLEY CITY SIGN – TERMS AND CONDITIONS

hereunder shall cease and the balance of the price shall be immediately due and payable. In addition, the Company shall have the right to pursue any and all other remedies available to it at law or in equity. The Company's waiver of any default on the part of the Customer shall not constitute a waiver of subsequent defaults.

In the event this contract is placed in the hands of an attorney for collection, or if collection is by suit, or through the Probate or Bankruptcy Court, in addition to the principal and interest owing thereon, attorney fees shall be added and paid for by the Customer.

The Company shall have all other rights and remedies as may be permitted under the Uniform Commercial Code adopted in Michigan, under other laws or this contract.

The Company assumes no responsibility for the plans, designs, specification or drawings furnished by the Customer and will not be responsible for errors found therein. The Customer hereby represents and warrants to the Company that the Customer owns or has the right to use any and all trade names, trademarks, insignia and/or other designs or logos included in the specifications for the sign and will indemnify, defend and hold the Company harmless from any alleged or actual infringement of any intellectual property rights of a third party (including without limitation, any claims, damages, attorneys fees and costs) with regard to the specifications provided by the Customer.

The Customer hereby covenants and agrees to refrain from using or permitting others to use the designs, drawings and specifications developed by Valley City Sign without the Company's prior written consent.

When it becomes necessary, due to a change in the Customer's plans, that completed or partially completed items are stored past the planned installation date, any and all extra costs for handling and storage will be charged to the Customer's account. In the event that size and weight of any item prohibits storage by the Company on its own property, the Customer must arrange for shipment immediately upon completion.

The Company will not be responsible for delays in shipments caused at rolling

mill or in transportation or by labor disputes or due to any and all circumstances beyond its reasonable control.

The Customer agrees to allow the Company to secure all necessary permits and variances from the building owner and/or others, whose permission is required for the installation of the sign. The Customer assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the sign or due to it being on or attached to the premises. All costs related to permits, variances, and closing lanes incurred by the Company will be charged to the Customer.

All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be properly fused and installed at the expense of the Customer.

The Company is not liable for any costs related to failure of the primary circuit from the distribution panel to the sign hook-up. Any damages relating from primary wiring problems, and the service call to determine such damages, are solely the responsibility of the Customer.

When quote is to remove old and re-install new signage, the Company will not be held liable for damage to existing structures, unless caused by its own negligence. Standard installation procedure is to caulk holes with silicone. Unless otherwise noted, installation does not include repairing or painting any wall or structure from which an existing sign is removed. Any other maintenance will be the responsibility of the Customer.

The rights and obligations hereunder may not be assigned by the parties without the other party's prior consent. This contract shall be binding on the parties hereto, their successors and permitted assigns. This contract constitutes the entire contract between the parties and may not be changed or modified, except in writing signed by both parties. This contract is entered into under and is to be construed in accordance with the laws of the state of Michigan. Any legal action or proceeding related to this contract shall be brought exclusively in a federal or state court of competent jurisdiction in Michigan and both parties agree to submit to the jurisdiction of such courts.



CERTIFIED MAIL



7022 1670 0002 3459 0026

FIRST-CLASS



US PS

ZIP 49321
02 7H
00061346

RECEIVED
OCT 04 2023
BY: WJL 10:15 AM



**VALLEY CITY
SIGN**

5009 West River Drive
Comstock Park, MI 49321

John Dantzer
West Branch City Manager
121 N. Fourth St.
West Branch, MI 48661

Employee Owned Company

LOGOZ

2
S.M33
Branch, MI
48661
45-5542

Sign Bid

RECEIVED
10/26

11:57am

ORDERED		SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
			4' x 3'			
			Replace existing sign panel white corrugated aluminum plated plastic (weatherproof)			600.00
			Options			
			1/4" Thick			
			1/2" Thick			
			Kelly Green & Teal vinyl			
			includes layout, proof before start, delivery & 2 weeks after approval.			
			Tax			10.20
						610.20

Shedens 5940

LOGOZ
14915M33 940647

Invoice		SHIP TO		DATE	
SOLD TO	WB City Sign Bid	John D		10-26-23	
ADDRESS		ADDRESS			
CITY, STATE, ZIP		CITY, STATE, ZIP			
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.		



Estimate

Estimate Number: 002465

Estimate Date: Oct 4, 2023

Estimate Expires: Nov 3, 2023

Praise Sign

3404 Busch Drive Suite F
Grandville, Michigan 49417

(616) 827-7271
james@praisesign.com
www.praisesign.com

Customer

(City of West Branch)

Project: 231026 City of West Branch City Hall Sign
121 N. 4th Street
West Branch, MI 48661

Includes applicable taxes. Excludes permits and fees.

50% net deposit due upon signing. Note that all credit card transactions are subject to a 3% processing fee.

Changes in scope of work that differ from what is presented in this estimate may result in additional charges and/or scheduling delays.

DESCRIPTION	PRICE
City Hall Main ID Sign	\$2,329.16
<u>Description</u>	
<ul style="list-style-type: none"> New 4'-0" x 3'-0" x 3" double-sided, Series 3, "City Hall Sign" Custom post and panel all Aluminum construction Painted with Dark Green field TBD Reflective White and Lt. Green vinyl text and Logo applied two sides See plan proof #002465 included with our bid information 	
Installation	\$1,243.11
<u>Description</u>	
<ul style="list-style-type: none"> Mobilization (travel time) of all equipment and materials to installation job site Excavation and installation of City Hall Sign Direct bury method with bag concrete footings 	
Total	\$3,572.27

CUSTOMER

☐ Approved
☐ Changes Needed

Initial: _____ Date: _____

PROJECT MANAGER

☐ Approved For Production
☐ Proof Update Needed

Initial: _____ Date: _____

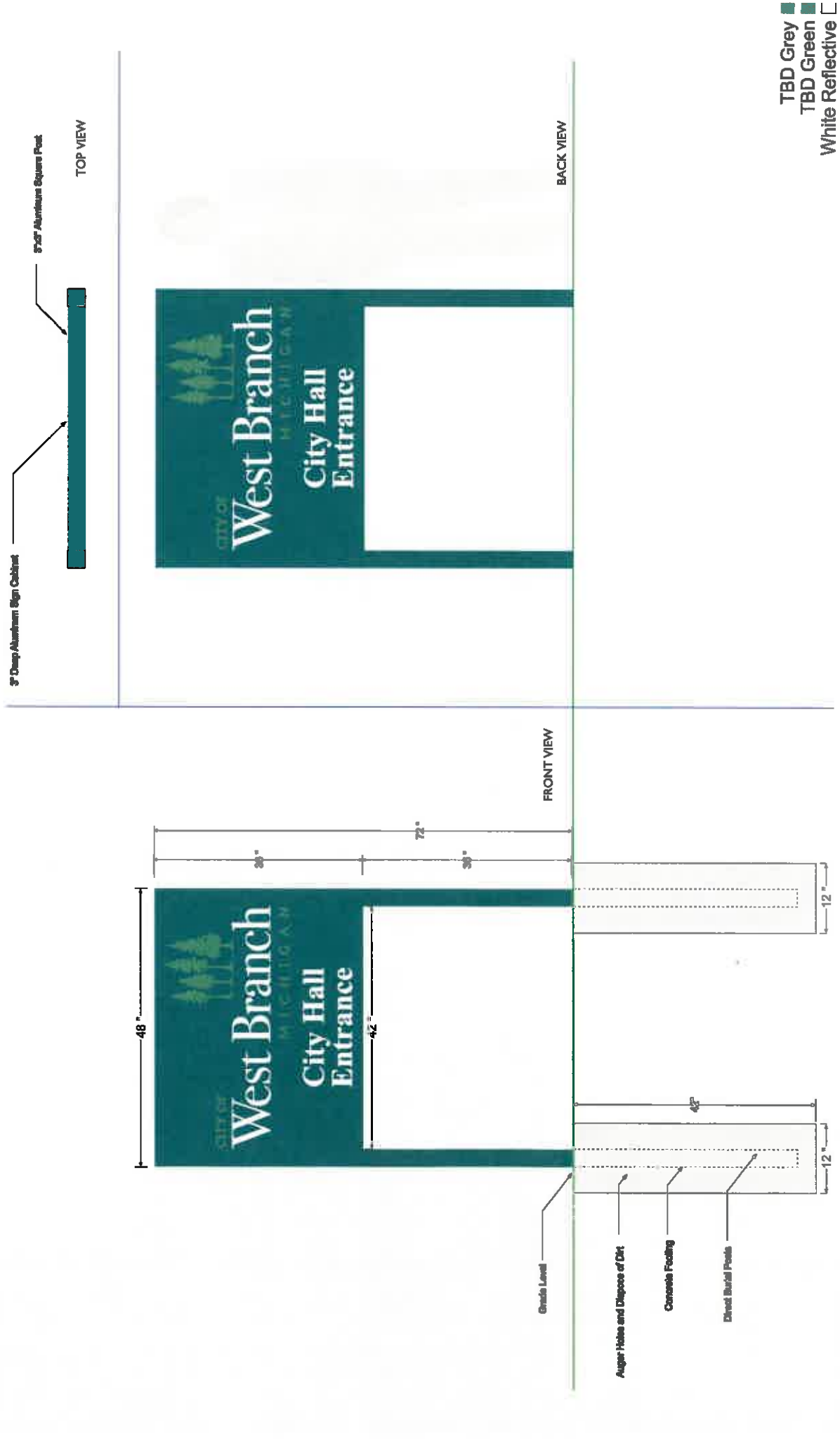
INSTALL

☐ Approved
☐ Rejected

Initial: _____ Date: _____

CITY OF WEST BRANCH

Wayfinding Sign - 1A
 Estimate 002465
 Date: 10-09-2023



Notes:

Fabricate (1) double-sided wayfinding sign

- Painted Matthews - TBD



Retail

P

US POSTAGE PAID

\$9.55

Origin: 49505
10/24/23
2539330152-13

PRIORITY MAIL®

0 Lb 1.20 Oz

RDC 03

EXPECTED DELIVERY DAY: 10/26/23

C001

SHIP TO:

121 N 4TH ST
WEST BRANCH MI 48661-1217



USPS TRACKING® #



9505 5107 4512 3297 0401 39

SIGN / LIGHT / ELECTRICAL
3404 Busch Drive, Suite F, Grandville, MI 49418

COMPANIES, INC

City of West Branch
Attn: John Dantzer – City Manager
121 N 4th Street
West Branch, MI 48661

RE: CITY SIGN BID

RECEIVED
NOV 7 10 37 AM

10:30 AM

Blink Marketing Inc.

A family of brands



BLINKSWAG

BLINKGLOBAL

City of West Branch,

Enclosed you will find our Estimate and Sign Mock Up for the **RFP - City Hall Sign**.

Blink Marketing Inc. DBA BlinkSigns is a Nationally certified female and minority owned company headquartered in Cleveland Ohio with extensive experience in signage industry both nationally and locally.

You can visit our website www.blinksigns.com for the insights of our completed similar Projects.

Thank you for considering our proposal,

Lauren Sweet
bids@blinksigns.com
216-815-0550

Blink Brands Set Asides:
WBE State of OHIO
#202301-1880 MBE State of OHIO
#202301-1880 Cleveland: CSB,
FBE, MBE, LPE NMSDC #CN26325

Services
Manufacturing
Installation
Project Management
Established: 2007

Contact Info
1925 St. Clair Ave NE
Cleveland OH 44114
bids@blinksigns.com

Blink Signs | Blink Swag | Blink Global

1925 St Clair Ave Cleveland Ohio 44114

Primary Email: support@blinksigns.com

Primary Phone: (877) 433-4466

License #: asi/141433

www.blinksigns.com

Estimate

EST-007380

Estimate Date : 10/25/2023

Expiry Date : 01/25/2024

Reference# : P65235 / Request for
Proposal on City Hall

Sales person : Lauren Sweet

Project Name : P65235 / Request for
Proposal on City Hall
Sign / #186461 / Oct 26,
2023 12:00 PM

Organization Name : Blink Signs

Project ID : P65235

E-Commerce : No

Bill To
City of West Branch

Item & Description	Qty	Rate	Amount
Post and Panel Sign-HDU X SKU : POS_HDU Manufacture and Ship (1) Post and panel sign, Product: 36" X 48" Routed 2" HDU double sided Painted 1 colors with Smooth texture and vinyl/decal decoration Panel Description: Routed Sign • 1- 36 in x 48 in Single Sided Sign(s) made from High Density Urethane (HDU) 2" stock material • Painting Primer: Ronan Block Out Primer Enamel Face: Chromatic Bulletin Enamel Base White, • Custom Finishing Post Description • 1 Set(s) of Wood Post. • 2, 0 in vertical post from Treated Pine 4 x 4 x 10	1.00 qty	2,150.00	2,150.00

Items in Total 1.00

Sub Total 2,150.00

Tax Exempt (0%) 0.00

Total \$2,150.00**Notes**

Looking forward for your business.

Authorized Signature Lauren Sweet



SCOPE:

- Manufacture & Ship

Description/Details:

- 3/4" Thick HDU Panel, Painted White
- Copy to be Digitally Printed Vinyl Graphics
- Mounted to Wood Posts
- (2) Top Decorative Pyramid Caps, Painted White
- (2) 4" X 4" Wood Posts, Painted White



BEFORE

AFTER

121 N. 4th St.
West Branch, MI 48661
Phone: 517.865.1111
Fax: 517.865.1112
Email: info@cityofwestbranch.org
Website: www.cityofwestbranch.org
City of West Branch
121 N. 4th St.
West Branch, MI 48661
Phone: 517.865.1111
Fax: 517.865.1112
Email: info@cityofwestbranch.org
Website: www.cityofwestbranch.org

City of West Branch

City Hall Sign

West Branch

City Hall Sign

Jason Baurin

Lauren Sweet

121 N. 4th St.
West Branch, MI 48661

City of West Branch

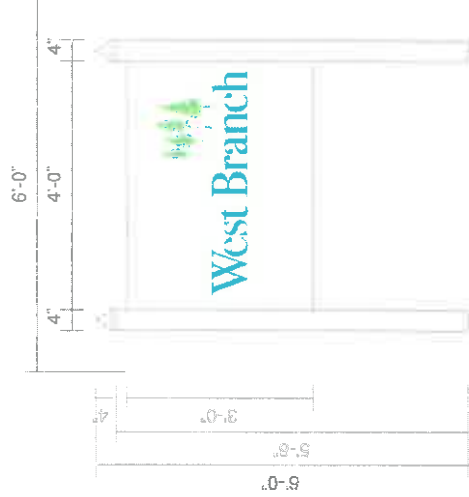
City of West Branch



DATE:

DATE:

***NOTE: REMOVAL WILL BE
HANDLED BY CITY STAFF**



SCALE: 1/2"=1'-0"



SIGN 1: POST & PANEL SIGN

Received

RECEIVED
OCT 30 2023
BY: *JAC*

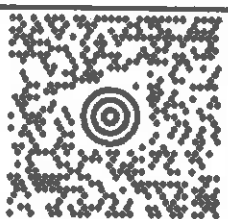
0801
1030
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6202
P: M11 S: 00D I: 00
M115-1002 X [A]
124806AV013264 7108 1030
SHIPMENT 124806AV013264 OCT 30 06:48:02 2023
US 4866 MID 23.9.0 Z0521R

CITY OF WEST BRANCH
121 N 4TH ST
WEST BRANCH MI 48661

LAUREN SWEET
216-503-2568
BLINK SIGNS
1925 ST CLAIR AVE. NE
CLEVELAND OH 44114

SHIP TO:
JOHN DANTZER
989-345-0500
CITY OF WEST BRANCH
CITY HALL 121 N. 4TH ST.
WEST BRANCH MI 48661



MI 486 6-02



UPS NEXT DAY AIR

TRACKING #: 1Z 480 6AV 01 3264 7108

1



BILLING: P/P

Trx Ref No.: City Sign Bid
Trx Ref No.: Due: 10/26/2023 @ 12 PM

XOL23.10.17

NV45 43.0A 10/2023*



UNISHIPPERS
THE SHIPPING COMPANY THAT WORKS FOR YOU.

A-4705
T-46528

KEEP THIS SLIP FOR REFERENCE

Bidding Invoice

J's Tree Cutting and Bucket Service LLC



Date

To

Address

10-5-23

Livingston St. West Branch

Instructions: **This bid expires after 30 days.** We kindly ask that you state where any obstructions in the yard would be such as sprinkler heads, septic tank, ect...

Quantity	Description	Unit Price	Total
1	Cut and Remove tree		690.00

Subtotal

Sales Tax

Shipping

Total Due By

Time of Completion

Email:

Tel: 1-586-822-6233, Joe Manthey

1-989-312-0182, Jason Winter

Fax:

Customer Signature

*ATTACHED IS A
LIST OF THE
BILLS TO BE APPROVED
AT THIS COUNCIL MEETING*

BILLS	\$158,823.53
<i>BILLS AS OF 11/3/23</i>	<i>\$158,823.53</i>
<i>Additions to Bills as of</i>	<i>\$0</i>
<i>Paid but not approved</i>	<i>\$43,402.71</i>
TOTAL BILLS	\$202,226.24

**BILLS ARE AVAILABLE
AT THE MEETING
FOR COUNCIL'S REVIEW**

Vendor Name	Amount	Description
BADGER METER	2,211.30	CELLULAR SERVICE SEPT & OCT
BBC DISTRIBUTING	135.40	WWTP SUPPLIES
BELL EQUIPMENT CO	2,330.58	DPW PARTS
BS & A SOFTWARE	969.00	ASSESSING SUPPORT
BUHLMAN, BRIAN	151.96	MILEAGE REIMBURSEMENT
BUNTING SAND & GRAVEL PRO INC	215.78	SAND
CINTAS	368.72	
CITY OF WEST BRANCH	382.61	WATER BILLS OCTOBER
CLOVER, LORI ANN	5.90	MILEAGE REIMBURSEMENT
COLUMN SOFTWARE PBC	249.93	MINUTE SUMMARIES
CONSUMERS ENERGY	5,112.21	ELECTRIC
CONSUMERS ENERGY	24.34	ELECTRIC
CUMMINS BRIDGEWAY LLC 774494	777.17	GENERATOR MAINTENANCE
DO ALL INC	531.38	RECYCLING SEPTEMBER
DTE ENERGY	591.09	GAS
FINISHED CONCRETE INC	7,134.00	VARIOUS JOBS
FRECHETTE, PAUL	117.90	MILEAGE REIMBURSEMENT
HACH COMPANY	1,536.64	WWTP SUPPLIES
HODGINS ASPHALT PAVING INC	946.00	ALTO & S 6TH PROJECTS
HOME DEPOT	447.86	DPW VARIOUS SUPPLIES
HUTSON INC	85.54	DPW PARTS
ICMA MEMBERSHIP PAYMENTS	436.04	DANTZER RENEWAL
INFINITY INK & DESIGN	144.46	COUNCIL SHIRTS
LUCYNSKI SERVICES LLC	450.00	RECYCLE BINS
MAMC	75.00	CLERKS ASSOCIATION LORI ANN
MEDLER ELECTRIC CO	217.43	WATER SUPPLIES
MERS OF MICHIGAN	1,057.02	M L PORTION RETIREMENT OCTOBER
MESSA	19,200.72	INSURANCE NOVEMBER
MESSA	1,013.32	M L PORTION INSURANCE NOVEMBER
MI ECONOMIC DEVELOPERS ASSOC	325.00	2023 MEMBERSHIP
MML	540.00	CDL CONSORTIUM FEE
MMTA	99.00	TREASURER ANNUAL MEMBERSHIP
MUFFLER MAN	300.00	POLICE REPAIRS
MUTT MITT	344.93	MUTT MITTS
NORTH CENTRAL LABORATORIES	275.25	WWTP SUPPLIES
OGEMAW COUNTY VOICE	102.00	ADS
PARAGON LABORATORIES INC	204.00	WWTP SUPPLIES
QUILL CORPORATION	142.97	TAX FORMS
RHODES, ALYSSA	40.00	REFUND OVERPAYMENT ON TICKET 903916
SHOWALTER, RUSTY	112.66	MILEAGE REIMBURSEMENT
STATE OF MICHIGAN	1,618.08	ANNUAL WSSN FEE
STATE OF MICHIGAN	32.00	WATER SAMPLES
STEPHENSON & COMPANY PC	14,625.00	AUDIT
TRACTOR SUPPLY CREDIT PLAN	140.95	VARIOUS SUPPLIES
TRITERRA, LLC	3,636.25	BROWNFIELD GRANT
TRUCK & TRAILER SPECIALTIES	334.82	DPW PARTS
UPS	8.22	WWTP SHIPPING
VIC BOND SALES INC	59.92	DPW SUPPLIES

VILLAGE OF ROSCOMMON CHAMBER	200.00	STAGE DEPOSIT REFUND
VILLAGE QUIK LUBE	110.70	POLICE REPAIRS
VISA	7,980.97	VARIOUS CHARGES
WASTE MANAGEMENT INC	288.17	WWTP DUMPSTER
WEST BRANCH ACE HARDWARE	295.92	VARIOUS SUPPLIES
WEST BRANCH AUTOMOTIVE	1,445.59	VARIOUS SUPPLIES
WEST BRANCH NAPA AUTO TRUCK	192.61	VARIOUS SUPPLIES
WWTPA	78,449.22	BOND PAYMENTS
TOTAL	158,823.53	

RESOLUTION #23-28

WHEREAS, the City of West Branch is in the process of selling 30.39 acres of vacant land located off of M-30 (see attached legal description), and

WHEREAS, the purchaser is interested in signing a purchase agreement,

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby authorizes City Manager, John Dantzer, to sign the purchase agreement for the 30.39 acres of vacant land.

FURTHER BE IT RESOLVED, that as long as all the conditions of the purchase agreement are met that Mayor, Paul Frechette or City Manager, John Dantzer, are hereby authorized to sign all documents pertaining to the sale of the 30.39 acres.



File No.: 23-418872

EXHIBIT "A"
LEGAL DESCRIPTION

Land situated in City of West Branch, Ogemaw County, Michigan to-wit:

Part of the North 1/2 of the Southeast 1/4 of Section 25, Town 22 North, Range 1 East, Township of Ogemaw, Ogemaw County, Michigan, described as follows: Beginning at a point on the East and West 1/4 line of said Section 25, which is North 87°14'37" West 1156.50 feet from the East 1/4 corner of said section; thence South 00°21'51" East, parallel with the East line of said Section 25, a distance of 455.31 feet; thence North 87°13'34" West 384.88 feet; thence South 30°00'00" West 308.72 feet; thence North 87°07'11" West, parallel with the South 1/8 line of said section, a distance of 299.78 feet; thence South 00°21'51" East 130.00 feet; thence North 87°07'11" West 127.00 feet; thence South 00°21'51" East 450.00 feet to said 1/8 line; thence North 87°07'11" West, along said 1/8 line, 558.36 feet to the North and South 1/4 line of said section; thence North 00°20'21" West, along said North and South 1/4 line, 1307.91 feet to the interior 1/4 corner of said section; thence South 87°14'38" East, along East and West 1/4 line, 1525.60 feet to the place of beginning.

TOGETHER WITH a 66.00 foot wide easement for ingress, egress, and installation and maintenance of public utilities being part of the North 1/2 of the Southeast 1/4 of Section 25, Town 22 North, Range 1 East, Ogemaw Township, Ogemaw County, Michigan, the South and East lines described as follows: Beginning at a point on the East line of said Section 25, which is South 00°21'51" East 521.55 feet from the East 1/4 corner of said section; thence North 87°07'11" West, parallel with the South 1/8 line of said section, a distance of 1156.64 feet; thence South 00°21'51" East, parallel with said East line, 342.21 feet to the point of ending.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Ogemaw County Title & Escrow Agency, as Agent for First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
LAND TITLE
ASSOCIATION



RESOLUTION 23-29

**RESOLUTION AUTHORIZING ISSUANCE OF
2023 CAPITAL IMPROVEMENT BOND
(LIMITED TAX GENERAL OBLIGATION)**

City of West Branch
County of Ogemaw, State of Michigan

Minutes of a regular meeting of the City Council of the City of West Branch, County of Ogemaw, State of Michigan (the "City"), held on November 6, 2023, at 6:00 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City does hereby determine that it is necessary to pay all or part of the costs of streetscape improvements in the City, including related water mains and all appurtenances and attachments thereto (the "Project"); and

WHEREAS, to finance the cost of the Project, the City Council deems it necessary to borrow the principal amount of not to exceed One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay the cost of the Project; and

WHEREAS, a notice of intent to issue capital improvement bonds was published in accordance with Act 34 which provides that the bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and as of this date no petition has been filed with the City Clerk; and

WHEREAS, the City has received an offer, attached hereto as Exhibit A, and made a part hereof, to purchase the bonds from Mercantile Bank of Michigan (the "Purchaser"); and

WHEREAS, the City Council has determined that it is in the best interests of the City to accept the offer of the Purchaser to purchase the bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bond; Bond Terms. A bond of the City designated 2023 CAPITAL IMPROVEMENT BOND (LIMITED TAX GENERAL OBLIGATION) (the "Bond") is authorized to be issued in the principal amount of One Million Seven Hundred Fifty Thousand

Dollars (\$1,750,000) for the purpose of paying all or part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Bond.

The Bond shall consist of a single non-convertible bond in fully-registered form, in the original denomination equal to the par amount thereof, payable as provided in Exhibit B attached hereto and made a part hereof. The Bond shall be dated as of the date of delivery or such other date as determined by Mayor, City Clerk, Treasurer or City Manager (each, an "Authorized Officer"). The Bond shall be subject to optional redemption prior to maturity as provided in Exhibit B. The Bond shall bear interest at a rate shown in Exhibit B, first payable on November 15, 2024 and annually thereafter. Interest on the Bond shall be payable on each interest payment date to the registered owner of record as of the first (1st) day of the month prior to the related interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable by check or draft drawn by the Transfer Agent (as hereinafter defined) and mailed to the registered owner at the registered address as shown on the registration books of the City maintained by the Transfer Agent. The principal of the Bond shall be payable by the City.

The Treasurer of the City is hereby appointed to act as the initial bond registrar, paying agent and transfer agent for the Bond (the "Transfer Agent"). Alternatively, if required by the Purchaser, any Authorized Officer may appoint a bank or trust company to serve as Transfer Agent for the Bond. The City reserves the right to replace the Transfer Agent at any time provided written notice of such replacement is given to the registered owners of record of the Bond not less than sixty (60) days prior to any interest payment date.

The Bond shall be subject to redemption as provided on Exhibit B. Notice of redemption shall be given to the registered owner of any Bond called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record.

2. Execution of the Bond. The Bond shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bond. No Bond signed by facsimile signature shall be valid until authenticated by an authorized officer or representative of the Transfer Agent.

3. Transfer of the Bond. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. If a Bond shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of the Bond. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bond. The City

shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bond and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The Treasurer is authorized and directed to open a depository account with a bank or trust company, or create a separate account on the books of the City, designated by the City Council, to be designated 2023 CAPITAL IMPROVEMENT BOND DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bond as the same become due and payable.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bond, shall be deposited in trust, this resolution shall be defeased and the owners of the Bond shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bond from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bond as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The Treasurer is authorized and directed to open a separate depository account with a bank or trust company or to create a separate account on the books of the City, to be designated 2023 CAPITAL IMPROVEMENT BOND CONSTRUCTION FUND (the "Construction Fund") and deposit into said Construction Fund the proceeds of the Bond, less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Bond.

6. Bond Form. The Bond shall be in substantially the following form:

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MICHIGAN UNIFORM SECURITIES ACT, AS AMENDED, IN RELIANCE UPON EXEMPTIONS THEREUNDER. ANY RESALE OR OTHER TRANSFER OF THIS BOND MAY BE MADE ONLY UPON REGISTRATION UNDER SUCH ACTS OR IN AN EXEMPT TRANSACTION UNDER SUCH ACTS AND UPON COMPLIANCE WITH THE CONDITIONS SET FORTH HEREIN AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THOSE ACTS OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

R-1
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OGEMAW

CITY OF WEST BRANCH

2023 CAPITAL IMPROVEMENT BOND
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
5.55%	November 15, 2043	November 21, 2023

REGISTERED OWNER: Mercantile Bank of Michigan

PRINCIPAL AMOUNT: One Million Seven Hundred Fifty Thousand Dollars

The City of West Branch, County of Ogemaw, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on November 1, 2024 and annually thereafter. Principal of this bond is payable by the Treasurer of the City or such other paying agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the first (1st) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is a single, fully-registered, non-convertible bond in the principal amount of \$1,750,000, issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and a resolution duly adopted by the City Council of the City for the purpose of paying all or part of the cost of constructing certain capital improvements for the City.

This bond, including the interest thereon, is payable as a first budget obligation from the

general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

Principal installments of this Bond are subject to redemption prior to maturity as the City shall determine, on any date at par plus accrued interest to the date fixed for redemption.

This bond matures on November 15, 2043 as a term bond, subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below at a redemption price equal to the principal amount thereof, without premium, together with interest thereon to the redemption date as set forth in the following schedule:

Term Bond due November 15, 2043

<u>Redemption Dates</u>	<u>Principal Amount</u>
November 15, 2024	\$51,146.47
November 15, 2025	\$52,654.62
November 15, 2026	\$55,576.95
November 15, 2027	\$58,661.47
November 15, 2028	\$61,917.18
November 15, 2029	\$65,353.59
November 15, 2030	\$68,980.71
November 15, 2031	\$72,809.14
November 15, 2032	\$76,850.05
November 15, 2033	\$81,115.22
November 15, 2034	\$85,617.12
November 15, 2035	\$90,368.87
November 15, 2036	\$95,384.34
November 15, 2037	\$100,678.17
November 15, 2038	\$106,265.81
November 15, 2039	\$112,163.56
November 15, 2040	\$118,388.64
November 15, 2041	\$124,959.21
November 15, 2042	\$131,894.45
November 15, 2043 (maturity)	\$139,214.43

In case less than the full amount of this bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for

redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond have been done, exist and have happened in regular and due time and form as required by law, and that the total indebtedness of the City, including this bond, does not exceed any constitutional, statutory or charter debt limitation.

IN WITNESS WHEREOF the City, by its City Council, has caused this bond to be executed with the manual signatures of its Mayor and its City Clerk and its corporate seal or a facsimile thereof to be impressed hereon, all as of the Date of Original Issue.

CITY OF WEST BRANCH
County of Ogemaw
State of Michigan

By: _____
Its: Mayor

(SEAL)

By: _____
Its: City Clerk

7. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than twenty (20) years.

8. Negotiated Sale. The City Council has considered the option of selling the Bond through a competitive sale and a negotiated sale, and, pursuant to the requirements of Act 34 and upon the advice of the City's Financial Advisor, hereby determines that a negotiated sale of the Bond will result in the most efficient and expeditious means of selling the Bond and will result in the lowest interest cost to the City.

9. Placement of Bond. The offer of the Purchaser to purchase the Bond for its loan portfolio, attached hereto as Exhibit A, is hereby accepted and approved. The Authorized Officers are each individually authorized and directed to supplement this resolution through execution of a Sale Order, if necessary, and take such actions as are necessary or convenient to effectuate the terms of the term sheet and the issuance of the Bond on behalf of the City all in accordance with this resolution.

10. Adjustment of Bond Terms. Each Authorized Officer is hereby authorized to adjust the final Bond details to the extent necessary or convenient to complete the transaction authorized in this resolution, and in pursuance of the foregoing are each authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, all subject to the parameters established in this resolution.

11. Tax Covenant; Qualified Tax Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bond from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, (the "Code") including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds, and to prevent the Bond from being or becoming "private activity bonds" as that term is used in Section 141 of the Code. The Bond is hereby designated as a "qualified tax exempt obligation" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

12. Authorization of Other Actions. Each Authorized Officer are individually authorized to take all other actions, to execute all such documents and certificates, and make such other filings with the Michigan Department of Treasury or with other parties, as are necessary or advisable in order to effectuate the sale and delivery of the Bond to the Purchaser as contemplated by this resolution

13. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby confirmed as bond counsel for the Bond, notwithstanding periodic representation in unrelated matters of the Purchaser and other parties or potential parties to the transaction contemplated by this resolution.

14. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of West Branch, County of Ogemaw, State of Michigan, at a regular meeting held on November 6, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

City Clerk

EXHIBIT A

[TO BE ATTACHED]

P.O. Box 335
502 Houghton Avenue
West Branch, MI 48661



Phone: 989/345-7900
Fax: 989/345-6009

**City of West Branch
Infrastructure Bond Project**

Term Sheet
October 17, 2023

Purchaser	Mercantile Bank
Borrower(s)	City of West Branch
Loan Amount	\$1,750,000 (up to \$2,200,000 if requested)
Loan term	20 year term
Loan amortization	20 year amortization
Payment options	annual principal + interest payments
Interest rate	5.55% tax exempt
Other	Rates and terms based upon bonds being bank-qualified tax exempt obligations. Rate quoted as of week of 10/17/23, if closing is delayed or extends beyond reasonable time frame rate option may need to be updated to reflect current market rates.

Alan Bruder
Senior Vice President

EXHIBIT B

Principal Amount: \$1,750,000

Purchase Price: \$1,749,500 (principal amount, less closing costs of \$500)

Date of Issue: November 21, 2023

Interest Payment Dates: November 15, 2024 and annually thereafter

Maturity Schedule, Principal Amount and Interest Rate:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
November 15, 2043*	\$1,750,000	5.55%
*Term Bond		

Mandatory Redemption Provision:

The bond matures on November 15, 2043 as a term bond, subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below at a redemption price equal to the principal amount thereof, without premium, together with interest thereon to the redemption date as set forth in the following schedule:

Term Bond due November 15, 2043

<u>Redemption Dates</u>	<u>Principal Amount</u>
November 15, 2024	\$51,146.47
November 15, 2025	\$52,654.62
November 15, 2026	\$55,576.95
November 15, 2027	\$58,661.47
November 15, 2028	\$61,917.18
November 15, 2029	\$65,353.59
November 15, 2030	\$68,980.71
November 15, 2031	\$72,809.14
November 15, 2032	\$76,850.05
November 15, 2033	\$81,115.22
November 15, 2034	\$85,617.12
November 15, 2035	\$90,368.87
November 15, 2036	\$95,384.34
November 15, 2037	\$100,678.17
November 15, 2038	\$106,265.81
November 15, 2039	\$112,163.56
November 15, 2040	\$118,388.64
November 15, 2041	\$124,959.21

November 15, 2042	\$131,894.45
November 15, 2043 (maturity)	\$139,214.43

Optional Redemption:

Principal installments of the Bond are subject to redemption prior to maturity at the option of the City as the City shall determine, on any date, at par plus accrued interest to the date fixed for redemption.

41294160.1/095815.00019

Item Description	Units	Quantity	Unit Price	Auth. Amount	
_ Conduit, DB, 2, 1 1/4 inch-	Ft	38.760	\$30.94	\$1,199.23	DDA
_ Conduit, DB, 2, 1 1/4 inch-	Ft	12.240	\$30.94	\$378.71	CITY
_ Conduit, DB, 3, 1 1/4 inch-	Ft	22.800	\$35.83	\$816.92	DDA
_ Conduit, DB, 3, 1 1/4 inch-	Ft	7.200	\$35.83	\$257.98	CITY
_ Conduit, DB, 4, 1 1/4 inch-	Ft	31.920	\$43.99	\$1,404.16	DDA
_ Conduit, DB, 4, 1 1/4 inch-	Ft	10.080	\$43.99	\$443.42	CITY
_ Conduit, Directional Bore,	Ft	61.560	\$52.09	\$3,206.66	DDA
_ Conduit, Directional Bore,	Ft	19.440	\$52.09	\$1,012.63	CITY
_ Conduit, Schedule 80, 1	Ft	8,421.560	\$11.51	\$96,932.16	DDA
_ Conduit, Schedule 80, 1	Ft	2,659.440	\$11.51	\$30,610.15	CITY
_ Fence, Structure, Handrail-	Ft	120.000	\$200.00	\$24,000.00	DDA
_ Fence, Structure, Handrail-	Ft	162.000	\$200.00	\$32,400.00	CITY
_ Light Std Fdn, Precast,	Ea	77.520	\$1,680.00	\$130,233.60	DDA
_ Light Std Fdn, Precast,	Ea	24.480	\$1,680.00	\$41,126.40	CITY
_ Light Std Fdn, Precast,	Ea	3.040	\$3,747.00	\$11,390.88	DDA
_ Light Std Fdn, Precast,	Ea	0.960	\$3,747.00	\$3,597.12	CITY
_ Light Std Fdn, Spec - DDA	Ea	0.760	\$3,454.00	\$2,625.04	DDA
_ Light Std Fdn, Spec -	Ea	0.240	\$3,454.00	\$828.96	CITY
_ Modular Block Wall	Sft	939.000	\$75.00	\$70,425.00	CITY
_ Planter Curb	Ft	976.000	\$27.00	\$26,352.00	DDA
_ Water Main, HDPE, 12	Ft	400.000	\$500.00	\$200,000.00	WATER
Aggregate Base - DDA	Ton	69.160	\$42.00	\$2,904.72	DDA
Aggregate Base - CITY	Ton	21.840	\$42.00	\$917.28	CITY
Approach, CI I - DDA	Ton	44.080	\$54.00	\$2,380.32	DDA
Approach, CI I - CITY	Ton	13.920	\$54.00	\$751.68	CITY
Conduit, Schedule 80, 2	Ft	55.480	\$35.40	\$1,963.99	DDA
Conduit, Schedule 80, 2	Ft	17.520	\$35.40	\$620.21	CITY
Curb and Gutter, Conc, Det	Ft	19.760	\$22.50	\$444.80	DDA
Curb and Gutter, Conc, Det	Ft	6.240	\$22.50	\$140.40	CITY
Curb and Gutter, Rem -	Ft	19.760	\$6.50	\$128.44	DDA
Curb and Gutter, Rem -	Ft	6.240	\$6.50	\$40.56	CITY
Ero Con, Inlet Protection,	Ea	0.760	\$120.00	\$91.20	DDA
Ero Con, Inlet Protection,	Ea	0.240	\$120.00	\$28.80	CITY
Exploratory Investigation,	Ft	22.800	\$50.00	\$1,140.00	DDA
Exploratory Investigation,	Ft	7.200	\$50.00	\$360.00	CITY
Fence, Rem - DDA	Ft	5.460	\$100.00	\$546.00	DDA
Fence, Rem - CITY	Ft	7.540	\$100.00	\$754.00	CITY
Fire Hydrant	Ea	15.000	\$4,460.00	\$66,900.00	WATER
Flowable Fill, Non-Structural	Cyd	3.000	\$300.00	\$900.00	WATER
Gate Valve and Box, 12	Ea	27.000	\$4,249.00	\$114,723.00	WATER
Gate Valve and Box, 6 inch	Ea	15.000	\$1,802.00	\$27,030.00	WATER
Gate Valve and Box, 8 inch	Ea	17.000	\$2,818.00	\$47,906.00	WATER
Gate Well, Abandon	Ea	17.000	\$226.00	\$3,842.00	WATER
Hh, Polymer Conc - DDA	Ea	5.320	\$1,315.00	\$6,995.80	DDA
Hh, Polymer Conc - CITY	Ea	1.680	\$1,315.00	\$2,209.20	CITY
Hh, Rem - DDA PORTION	Ea	6.840	\$220.00	\$1,504.80	DDA

Hh, Rem - CITY PORTION	Ea	2.160	\$220.00	\$475.20	CITY
HMA Approach - DDA	Ton	46.360	\$125.00	\$5,795.00	DDA
HMA Approach - CITY	Ton	14.640	\$125.00	\$1,830.00	CITY
HMA Surface, Rem- DDA	Syd	187.720	\$3.20	\$600.70	DDA
HMA Surface, Rem - CITY	Syd	59.280	\$3.20	\$189.70	CITY
Hydrant, Rem	Ea	10.000	\$575.00	\$5,750.00	WATER
Light Std Fdn, Rem - DDA	Ea	66.880	\$288.00	\$19,261.44	DDA
Light Std Fdn, Rem - CITY	Ea	21.120	\$288.00	\$6,082.56	CITY
Light Std Shaft, Rem and	Ea	66.120	\$175.00	\$11,571.00	DDA
Light Std Shaft, Rem and	Ea	20.880	\$175.00	\$3,654.00	CITY
Masonry and Conc	Cyd	1,210.000	\$0.01	\$12.10	CITY
Polyethylene Encasement	Ft	6,464.000	\$1.50	\$9,696.00	WATER
Pyrus calleryana 'Cleveland	Ea	50.000	\$400.00	\$20,000.00	DDA
Sidewalk, Conc, 4 inch -	Sft	141.360	\$4.50	\$636.12	DDA
Sidewalk, Conc, 4 inch -	Sft	44.640	\$4.50	\$200.88	CITY
Sidewalk, Conc, 6 inch -	Sft	36.480	\$6.00	\$218.88	DDA
Sidewalk, Conc, 6 inch -	Sft	11.520	\$6.00	\$69.12	CITY
Sidewalk, Rem - DDA	Syd	28.880	\$8.00	\$231.04	DDA
Sidewalk, Rem - CITY	Syd	9.120	\$8.00	\$72.96	CITY
Site Preparation, Max	LS	1.000	\$7,000.00	\$7,000.00	DDA
Steel Casing Pipe,	Ft	140.000	\$551.00	\$77,140.00	WATER
Subbase, CIP	Cyd	63.000	\$0.01	\$0.63	CITY
Water Main, 10 inch, Cut	Ea	1.000	\$634.00	\$634.00	WATER
Water Main, 12 inch, Cut	Ea	1.000	\$920.00	\$920.00	WATER
Water Main, 4 inch, Cut and	Ea	2.000	\$394.00	\$788.00	WATER
Water Main, 6 inch, Cut and	Ea	14.000	\$427.00	\$5,978.00	WATER
Water Main, 8 inch, Cut and	Ea	7.000	\$525.00	\$3,675.00	WATER
Water Main, DI, 12 inch	Ft	140.000	\$149.00	\$20,860.00	WATER
Water Main, DI, 12 inch, Tr	Ft	4,759.000	\$166.00	\$789,994.00	WATER
Water Main, DI, 6 inch, Tr	Ft	277.000	\$122.00	\$33,794.00	WATER
Water Main, DI, 8 inch, Tr	Ft	1,288.000	\$213.00	\$274,344.00	WATER
Water Serv	Ea	24.000	\$2,711.00	\$65,064.00	WATER
Water Serv, Long	Ea	46.000	\$6,050.00	\$278,300.00	WATER
MDOT PROJECT BID TOTAL				\$2,609,302.35	

Mobilization, Max	LS	0.140	\$338,296.00	\$47,361.44	DDA
Mobilization, Max	LS	0.090	\$338,296.00	\$30,446.64	CITY
Mobilization, Max	LS	0.770	\$338,296.00	\$260,487.92	WATER

MDOT MOBILIZAATIOM BID TOTAL **\$338,296.00**

Engineering - DDA	Ea	0.140	\$442,139.75	\$61,899.57	DDA
Engineering - CITY	Ea	0.090	\$442,139.75	\$39,792.58	CITY
Engineering - WATER	Ea	0.770	\$442,139.75	\$340,447.61	WATER

MDOT ENGINEERING BID TOTAL **\$442,139.75**
\$3,389,738.10

Trash cans	Ea	10.000	\$583.93	\$5,839.30	DDA
Benches	Ea	16.000	\$1911.82	\$30,589.12	DDA

Irrigation	Ea	1.000	\$49474.00	\$49,474.00
Lights - DDA portion	Ea	93.000	\$2220.00	\$206,460.00
Lights - CITY portion	Ea	16.000	\$2220.00	\$35,520.00
Light installation - DDA	Ea	0.850	\$400,000.00	\$340,000.00
Light installation - City	Ea	0.150	\$400,000.00	\$60,000.00

CITY PROJECT BID TOTAL

\$727,882.42
\$4,117,620.52

DDA
DDA
CITY
DDA
CITY

	MDOT BID	TOTAL	MOBILIZATION		ENGINEERING		CITY BID		TOTALS		AVAILABLE FUNDS			AMOUNT TO FINANCE	
	PORTION	COST %	TOTAL		TOTAL		TOTAL				ARPA	DWSRF grant	DDA funds		
WATER	\$2,028,238.00	77.0%	\$260,487.92		\$340,447.61		\$632,362.42		\$2,629,173.53	\$215,431.88	\$1,760,000.00			\$653,741.65	
DDA	\$381,574.71	14.0%	\$47,361.44		\$61,899.57		\$95,520.00		\$1,123,198.14				\$45,968.12	\$1,077,230.02	
CITY	\$199,489.64	9.0%	\$30,446.64		\$39,792.58		\$95,520.00		\$365,248.86					\$365,248.86	
TOTAL	\$2,609,302.35	100.0%	\$338,296.00		\$442,139.75		\$727,882.42		\$4,117,620.52	less City portion-committed infrastructure				\$365,250.00	
														TOTAL AMOUNT TO FUND	\$1,730,970.52

FUNDING SOURCE OPTIONS				20 YR BOND	
Bond total		\$2,250,000.00		ANNUAL PMT	\$1,750,000.00
Committed infrastructure		\$615,000.00		DDA-66%	\$96,981.05
DDA carryover		\$288,204.00		WATER-34%	\$49,959.94
Water replacement fund	car	\$820,000.00			
City carryover		\$593,069.00			

RESOLUTION #23-30

WHEREAS, the City was required to issue a bond in order to pay for water main work and streetscape work as a part of the MDOT road reconstruction project; and

WHEREAS, the City is required to hire bond counsel to assist in the issuance of the bond, and

WHEREAS, the fees for the bond were split between the City's General Fund, DDA Fund, and Water Fund, and

WHEREAS, the Water Fund was responsible for 77% of the bond counsel expense which was not included in the initial budget, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby adopts the following budget amendments:

GL NUMBER	DESCRIPTION	2023-24 CURRENT BUDGET	2023-24 AMENDED BUDGET
Fund 591 - WATER FUND			
Revenues			
Dept 000.000			
591-000.000-625.400	BILLINGS	505,000.00	505,000.00
591-000.000-626.400	PENALTIES	6,800.00	6,800.00
591-000.000-634.400	GRANT	0.00	0.00
591-000.000-645.400	TURN ON CHARGES	100.00	100.00
591-000.000-646.400	HYDRANT RENTAL	17,995.00	17,995.00
591-000.000-647.400	METER SALES	0.00	0.00
591-000.000-664.400	INTEREST INCOME	5.00	5.00
591-000.000-695.400	MISCELLANEOUS	5,000.00	5,000.00
Total Dept 000.000		534,900.00	534,900.00
TOTAL REVENUES		534,900.00	534,900.00
Expenditures			
Dept 000.000			
591-000.000-703.700	SALARIES AND WAGES	78,000.00	78,000.00
591-000.000-710.700	OVERTIME	4,000.00	4,000.00
591-000.000-714.700	MANDATORY MEDICARE	1,197.00	1,197.00
591-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	5,084.00	5,084.00
591-000.000-716.700	HEALTH INSURANCE PREMIUM	15,987.00	15,987.00

591-000.000-718.700	MERS RETIREMENT (EMPLOYER)	19,220.00	19,220.00
591-000.000-718.701	EMPLOYER DEFERED COMP.	885.00	885.00
591-000.000-720.700	WORKERS COMPENSATION PREMIUM	2,080.00	2,080.00
591-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	10.00	10.00
591-000.000-727.700	OPERATING SUPPLIES	70,000.00	70,000.00
591-000.000-741.700	POSTAGE	4,000.00	4,000.00
591-000.000-782.700	ADMINISTRATION	20,000.00	20,000.00
591-000.000-801.700	CONTRACTUAL SERVICES	19,000.00	32,475.00
591-000.000-811.700	MEMBERSHIP AND DUES	900.00	900.00
591-000.000-818.700	INS. PREMIUM - LIABILITY	2,600.00	2,600.00
591-000.000-853.700	TELEPHONE/RADIO COMMUNICATION	460.00	460.00
591-000.000-865.700	PROFESSIONAL DEVELOPMENT	2,000.00	2,000.00
591-000.000-922.700	PUBLIC UTILITIES	17,000.00	17,000.00
591-000.000-941.700	EQUIPMENT RENTAL	20,000.00	20,000.00
591-000.000-956.700	EXPENSES	1,600.00	1,600.00
Total Dept 000.000		284,023.00	297,498.00
Dept 000.592 - TRANSFER TO REPLACEMENT			
591-000.592-999.700	TRANSFER TO OTHER ACCOUNTS	250,000.00	250,000.00
Total Dept 000.592 - TRANSFER TO REPLACEMENT		250,000.00	250,000.00
TOTAL EXPENDITURES		534,023.00	547,498.00
Fund 591 - WATER FUND:			
TOTAL REVENUES		534,900.00	534,900.00
TOTAL EXPENDITURES		534,023.00	547,498.00
NET OF REVENUES & EXPENDITURES		877.00	(12,598.00)
CARRY OVER		568,357.00	555,759.00



Mid-Michigan Asphalt Paving

PO Box 849
West Branch, MI 48661

Office (989) 345-2437 Fax (989) 345-3374
MmaPaving@gmail.com



Name	City of West Branch	Date	10-11-2023
Address		Phone	
City		Cell	
Zip Code		Fax	
Job Name	3 rd Street Parking Lot	Email	

We hereby submit specifications and estimate for:

Remove and replace asphalt at 3 rd Street Parking Lot, approx. 16,740 sq. ft.	Cost
Note: As of 10-11-2023, our schedule is full for the 2023 paving season. In the event that we get a cancellation, we possibly could do this job this year. If we don't get a cancellation, we would be happy to schedule this project for the 2024 paving season.	
NOTE: Any catch basin repair or adjustment to be done by the City DPW.	
1. Excavate to remove existing asphalt. Dispose of asphalt at a recycle facility.	
2. Place and grade approx. 160 tons of 23-A gravel to improve the paving base.	
3. Fine grade.	
4. Compact with a 5 ton vibratory roller.	
5. Pave asphalt in TWO COURSES, 1 ½" base course + 1 ½" top course equaling 3" thick.	
6. Stripe parking spaces.	\$49,060.00
We will have miss-dig mark the utilities.	
TOTAL AMOUNT OF PROPOSAL: \$49,060.00	

We propose hereby to furnish material and labor-complete in accordance with the above specifications for the total amount above. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. PAYMENT TO BE MADE UPON COMPLETION. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

Authorized Signature: *Andrew B.* Date: 10-11-2023

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. Mid-Michigan Asphalt Paving is authorized to complete work as specified. Payment will be made as outlined above.

Signature of Purchaser _____ Date: _____

Printed Name of Purchaser _____ Date: _____

Untitled Map

Write a description for your map.

West Branch Fire Department

Legend

- West Branch Fire Department

Google Earth

162'

CONCRETE CURB + GUTTER TO REMAIN

16,740 sq. ft.

CONCRETE
DRIVEWAY
TO REMAIN

110' - E

70 ft



Hodgins Asphalt Paving Inc.

PO Box 720

West Branch, MI 48661

PROPOSAL

DATE	ESTIMATE NO.
10/25/2023	5898905

hodginsasphalt@yahoo.com

NAME / ADDRESS

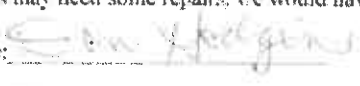
City of West Branch
121 N. Fourth Street
West Branch, MI 48661

www.hodginsasphalt.com

DESCRIPTION

Job Site: North Third Street Lot
Approximately 16,502 sq. ft. of asphalt paving
01. Saw cut and remove existing asphalt. dispose of
02. Remove poor soil areas, prepare a proper subgrade
03. Supply and place approx. 275 ton of 22A stabilized gravel base
04. Fine grade gravel base to allow for positive drainage in all areas
05. Compact gravel base with a 5 ton vibratory roller
06. Pave entire area @ a rate of 165[±] sy (1.5") base course & 165[±] sy (1.5") top course with 13A bituminous mix (3" total compacted depth)
07. Paint parking lines with traffic marker yellow paint & barrier free to ADA specs

Note: the catch basins may need some repairs, we would have to inspect upon removal of asphalt

Authorized Signature: 

MDOT Prequalified #06585

Fully Insured Bonded

Note: 2.75% fee applies to all payment made by credit card

Thank you for the invitation to bid

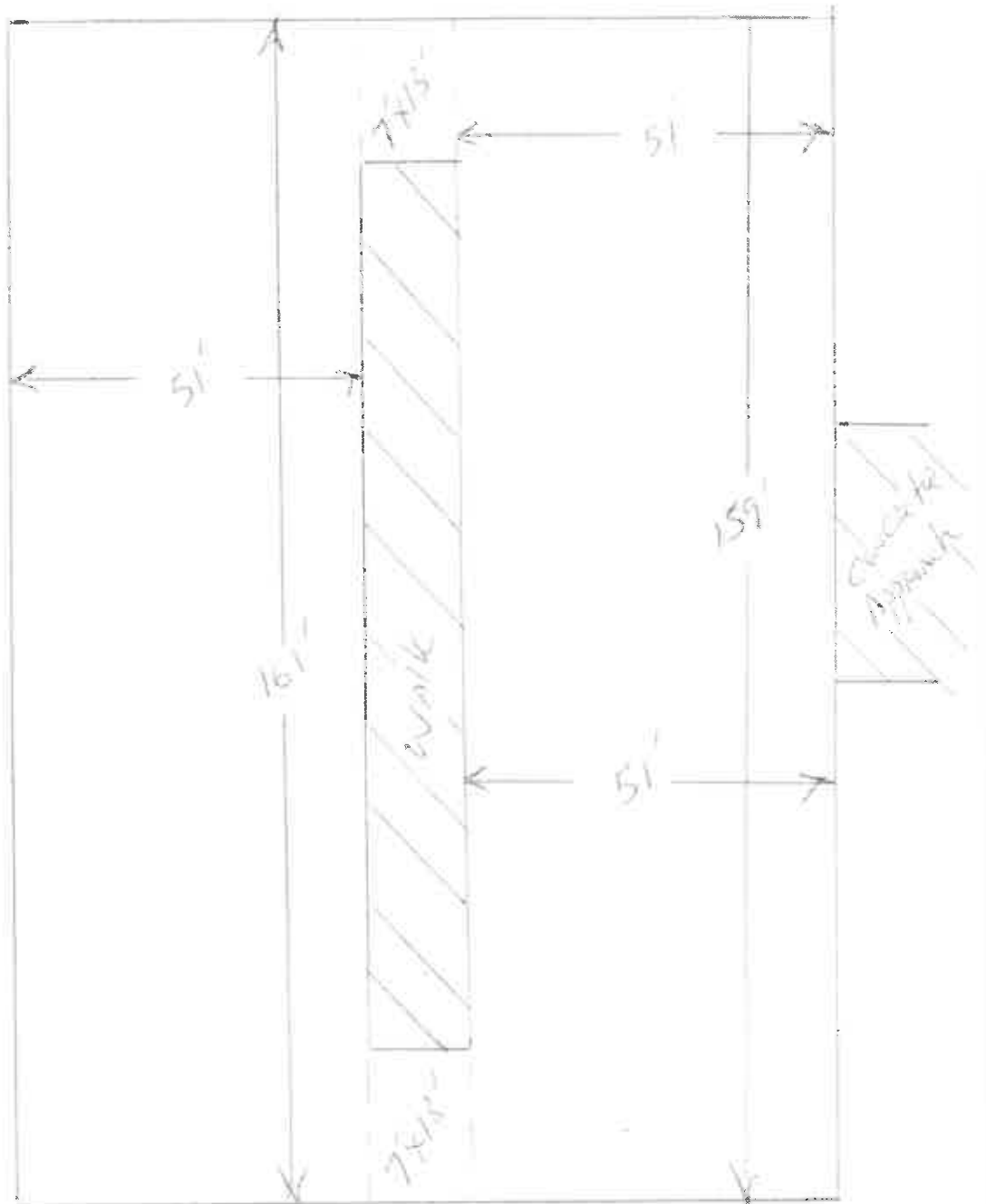
TOTAL

\$61,200.00

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

HODGINS ASPHALT PAVING INC.

N. 340 St. Lot



Fund 101 GENERAL FUND

GL Number	Description	Balance
*** Assets ***		
101-000.000-000.000	POLICE	0.02
101-000.000-001.000	CASH CHECKING - CHEMICAL BANK	1,264,317.96
101-000.000-001.001	PAYROLL CHECKING	(0.04)
101-000.000-001.003	CHEMICAL BANK SAVINGS	157,850.92
101-000.000-002.400	MERCANTILE SAVINGS	296,985.50
101-000.000-003.400	HURON COMMUNITY BANK CHECKING	5,316.64
101-000.000-004.300	CERTIFICATE OF DEPOSIT A	100,000.00
101-000.000-004.400	CERTIFICATE OF DEPOSIT B	150,000.00
101-000.000-018.400	PETTY CASH	150.00
101-000.000-019.400	PETTY CASH - POLICE DEPT.	75.00
101-000.000-040.402	ACCOUNTS RECEIVABLE - AR PROG	19,918.91
101-000.000-040.403	ACCOUNTS REC. OTHER GOVT UNIT	(0.26)
101-000.000-078.202	DUE FROM MAJOR STREET	791.67
101-000.000-078.203	DUE FROM LOCAL STREET	366.67
101-000.000-078.243	DUE FROM BROWNFIELD REDEVELOPMENT	1,000.00
101-000.000-078.661	DUE FROM EQUIPMENT FUND	55,000.00
101-000.000-078.701	DUE FROM TAX FUND	10,084.00
101-000.000-078.704	DUE FROM PAYROLL	27,271.17
101-000.000-086.000	INVENTORY	325,948.00
Total Assets		2,415,076.16
*** Liabilities ***		
101-000.000-214.400	ESCROW ACCOUNT	174.12
101-000.000-214.701	DUE TO TAX FUND	(0.17)
101-000.000-216.000	MERS RETIREMENT	4,839.64
101-000.000-235.000	BC/BS FAMILY CONTINUATION	(11,351.54)
101-000.000-237.000	WORKERS COMP	(17,165.00)
101-000.000-239.400	DUE TO CUSTOMER (OVERPAYMENT)	22.50
101-000.000-256.000	DEFERRED REVENUE	3,500.34
Total Liabilities		(19,980.11)
*** Fund Balance ***		
101-000.000-375.000	RESTRICTED YOUTH SAFETY FUND	4,441.66
101-000.000-380.000	COMMITTED FUNDS RECYCLING	10,923.33
101-000.000-390.000	CARRY OVER	676,676.67
101-000.000-390.004	DESIGNATED ECONOMIC ADVANCE	170,783.43
101-000.000-390.005	DESIGNATED FORFEITURE FUNDS	0.39
101-000.000-390.009	COMMITTED INFRASTRUCTURE	615,000.00
101-000.000-391.000	NONSPENDABLE FUND BAL PREPAID	325,948.00
Total Fund Balance		1,803,773.48
Beginning Fund Balance		1,803,773.48
Net of Revenues VS Expenditures		631,282.79
Ending Fund Balance		2,435,056.27
Total Liabilities And Fund Balance		2,415,076.16

less 365,200
249,800



121 North Fourth Street • West Branch, Michigan 48661
(989) 345-0500 • Fax (989) 345-4390 • e-mail: cityhall@westbranch.com

Special events permit

Event Name: Santa Train

Event Date: 12/3/2023 Start Time: 10 a.m. End Time: 1 p.m.

Name of Sponsoring Organization: West Branch Area Chamber of Commerce

Address: 422 Houghton Ave in West Branch, MI

Contact Person: Heather Neuhaus Phone Number: 989-345-2821

Describe the purpose of this event: Lake States Railway will have the train come to West Branch and stop by the Chamber.

Would like to use the gathering spot for the line up.

Point of Assembly: See diagram

Proposed Route: Santa Train stops by Chamber
(start to finish, attach route diagram if needed)

In an effort to help your event run smoothly you must make sure the following departments are aware of and/or can staff your event.
Please obtain signatures from each department listed advising us that they are aware:

West Branch City Police

☒

services NOT needed

☐

arrangements have been made

[Signature]
Chief of Police

West Branch City DPW -

☐

services NOT needed

☐

arrangements have been made

[Signature]
Superintendent of Public Works

By signing below, the applicant for the Special Event Permit agrees to hold harmless and indemnify the City and its officers, employees, contractors, subcontractors, representatives, and agents from and against any and all injuries and/or damages including attorney fees resulting and/or arising from the special event and/or from the actions and/or omissions of the special event sponsor and/or their officers, employees, contractors, subcontractors, representative and/or agents.

West Branch Area Chamber
Signature [Signature]

10/31/23
Date

For Office Use Only:
Permit Approved – Yes / No

City Council/Manager

7/6/2020

Lake State Railway

SANTA TRAIN 2023

TOYS FOR TOTS



DECEMBER 1ST - FRIDAY
NORTH FLINT
Coldwater Yard

ARRIVAL

3:00 PM

LINE ENDS

4:00 PM

BIRCH RUN
Downtown

5:30 PM

DECEMBER 2ND- SATURDAY

ARRIVAL

LINE ENDS

STANDISH
Historic Depot

9:00 AM

10:00 AM

WEST BRANCH
Historic Depot

11:00 AM

12:00 PM

ROSCOMMON
Historic Depot

2:00 PM

3:00 PM

GRAYLING
Historic Depot

4:30 PM

5:30 PM

The Santa Train is will be in West Branch with Santa and Friends downtown at the tracks! Line up will be in the gathering place.

Tree Lighting at 11 a.m.



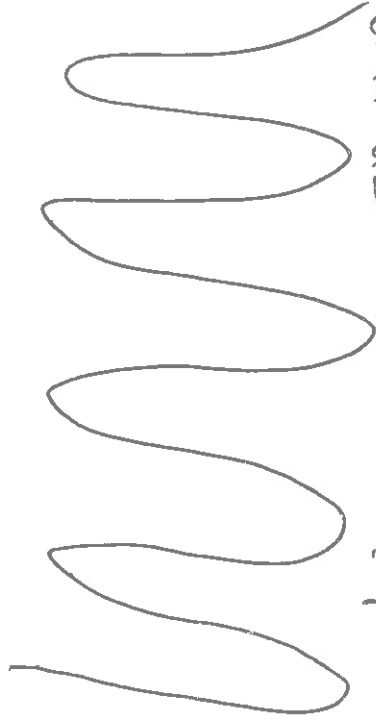
'Big or Small, We'll Move it All!'
Licensed and Insured



Houghton Ave

Cocaine Agency

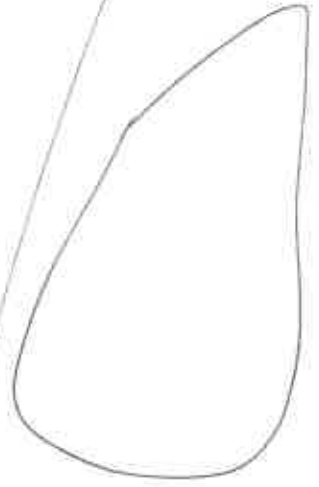
Trailer for SANTA



Gathering place

Train Tracks

Chamber Depot



Close 3rd

- * Firetruck
- * Booths with hot Chocolate
- * Toys for Tots booth

Part
Agenda

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIA VIDEO CONFERENCE IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, OCTOBER 16, 2023.

Mayor Frechette called the meeting to order at 6:00 p.m.

Present: City Mayor Paul Frechette, Council Members Carol Adair, Joanne Bennett, Mike Jackson, Ellen Pugh, Rusty Showalter, and Cathy Zimmerman.

Absent: None

Other officers present: City Manager John Dantzer, City Clerk Lori Ann Clover, Police Chief Ken Walters, and DPW Supervisor Mike Killackey.

All stood for the Pledge of Allegiance.

* * * * *

Sean Gilbert, owner of Made in America, presented Council with a City of West Branch sign. He said he had heard the City needed a new sign and he wanted to help. He got together with three other companies and created a mock up for unveiling today. Everything is local from the cedar trees to the steel made in Gladwin. He also informed members that he drives by quite often and would be happy to maintain the upkeep of the sign.

* * * * *

The bid for City light poles was reviewed. Only one bid was received which was from Medler Electric even though Manager Dantzer did speak with another company. This bid came in very low at \$2,125 and \$2,200 per light pole.

MOTION BY ZIMMERMAN, SECOND BY PUGH TO ACCEPT THE BID FROM MEDLER ELECTRIC AT \$2,125 AND \$2,200 PER LIGHT POLE.

Yes —Adair, Bennett, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None

Absent – None

Motion carried

* * * * *

The bid for tree work was reviewed. Manager Dantzer explained that this was for the corner of Houghton Ave. and Livingston St. Three bids were received with the lowest from J’s Tree Service. The cost will be reimbursed from MDOT as the tree is in their road right of way.

MOTION BY BENNETT, SECOND BY JACKSON TO APPROVE THE BID FROM J’S TREE SERVICE TO REMOVE THE TREE AT THE CORNER OF HOUGHTON AVE. AND LIVINGSTON ST. NOT TO EXCEED \$690.00.

Yes —Adair, Bennett, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None

Absent – None

Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY SHOWALTER, TO APPROVE PAYMENT OF THE BILLS IN THE AMOUNT OF \$155,110.49.

Yes —Adair, Bennett, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None

Absent – None

Motion carried

* * * * *

Resolution 23-27 is to raise the amount of over/under tax payments from \$5.00 to \$10.00. This will match the county's over/under policy.

MOTION BY SHOWALTER, SECOND BY PUGH, TO APPROVE RESOLUTION 23-27 TAX OVER/UNDER PAYMENTS.

Yes —Adair, Bennett, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None

Absent – None

Motion carried

**RESOLUTION 23-27
RESOLUTION REGARDING MINIMAL TAX OVERPAYMENTS**

WHEREAS, the City Treasurer receives overpayments in the course of collecting taxes, and;

WHEREAS, the cost to the City to return small overpayments, due to postage and administrative costs, exceeds \$10.00,

NOW, THEREFORE, BE IT RESOLVED THAT: The City of West Branch Treasurer shall be authorized to apply minimal overpayments in the amount of \$10.00 or less to the Property Tax Administration Fee. The Treasurer shall reimburse the taxpayer for amounts equal to or greater than \$10.01.

* * * * *

Manager Dantzer and Clerk Clover explained that due to the proposal for nine days early voting being approved last year, this next year will begin that process. The contract with the County will allow for the townships and municipalities to coordinate their early voting at the county building. If the city were to hold early voting at City Hall there would need to be at least three election workers present for the nine days and another tabulator purchased as the same tabulator cannot be used for early voting and election day voting. Holding early voting at the county would also make them responsible for balancing ballots at the end of each early day vote. The cost should be covered by the state however in the case that it is not, we would be billed based on the proportion of the city's registered voters compared to the registered voters at each of the other townships and municipality.

MOTION BY ZIMMERMAN, SECOND BY BENNETT, TO APPROVE THE CONTRACT WITH THE COUNTY TO COORDINATE THE NINE DAYS OF EARLY VOTING.

Yes —Adair, Bennett, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None

Absent – None

Motion carried

* * * * *

Manager Dantzer explained that Council Members would be gone during the Airport Board meeting and suggested that a proxy be assigned in their absence.

MOTION BY FRECHETTE, SECOND BY ZIMMERMAN, TO APPOINT CLERK CLOVER AS THE CITY'S PROXY FOR THE AIRPORT BOARD MEETING WEDNESDAY OCTOBER 18, 2023.

Yes —Adair, Bennett, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None

Absent – None

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY BENNETT TO APPROVE THE MINUTES AND SUMMARY FROM THE REGULAR MEETING HELD OCTOBER 2, 2023.

Yes —Adair, Bennett, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None

Absent – None

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY JACKSON TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; WEST BRANCH POLICE DEPARTMENT SEPTEMBER 2023 REPORT; MINUTES FROM THE SPECIAL MEETING OF THE WEST BRANCH PARK AND RECREATION COMMITTEE HELD JULY 17, 2023; AND MINUTES FROM THE PLANNING COMMISSION MEETING HELD SEPTEMBER 12, 2023.

Yes —Adair, Bennett, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None

Absent – None

Motion carried

* * * * *

Communications included a denial letter for the ARPA-0897 City of West Branch Placemaking and Parks expansion grant, ISO Analysis of the structural fire suppression delivery system, proof for the new Wildlife sign at Irons Park, and a flyer for the Mike Hoadley Town Hall meeting October 26, 2023.

Member Pugh announced that she was very happy Fairview St. was now open.

Member Bennett informed members that there is a new billboard out by the freeway announcing that the new marihuana facility is hiring.

Chief Walters announced that there are three police vehicles in the shop now and they are down to one on the road. The new vehicle just purchased should be outfitted and ready for the road by Wednesday.

Kim Mullins from MDOT gave a project update for the section of M-55 by M-30. Due to the anchor bolts being on back order they will have to have a few spots of temporary asphalt until spring but the stop light should come down by Wednesday.

Mayor Frechette adjourned the meeting at 6:38 pm.

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIA VIDEO CONFERENCE IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, OCTOBER 16, 2023.

Mayor Frechette called the meeting to order at 6:00 p.m.

Present: Mayor Frechette, Council Members Adair, Bennett, Jackson, Pugh, Showalter, and Zimmerman.

Absent: None

Other officers present: Manager Dantzer, Clerk Clover, Chief Walters, and DPW Supervisor Killackey.

All stood for the Pledge of Allegiance.

Mr. Gilbert from Made in America presented council with a City of West Branch sign.

Council approved the bid from Medler Electric for the light poles.

Council approved the bid from J's Tree Service to remove the tree at the corner of Houghton Ave. and Livingston St.

Council approved bills in the amount of \$155,110.49.

Council approved Resolution 23-27 Tax Over/Under Payments.

Council approved the contract with the county to hold early voting at the county building.

Council approved the appointment of Clerk Clover as the proxy for the Airport Board Meeting.

Council approved the minutes and summary from the regular meeting held October 2, 2023.

Council received and filed the treasurer's report and investment summary; West Branch Police Department September 2023 Report; minutes from the special meeting of the West Branch Park and Recreation Committee held July 17, 2023; and minutes from the Planning Commission meeting held September 12, 2023.

Communications were shared.

Members Pugh and Bennett; and Chief Walters gave updates.

Kim Mullins from MDOT gave an update.

Mayor Frechette adjourned the meeting at 6:38 pm.

CASH SUMMARY BY BANK FOR WEST BRANCH
 FROM 11/01/2023 TO 11/30/2023

Bank Code		Beginning Balance 11/01/2023	Total Debits	Total Credits	Ending Balance 11/30/2023
Fund	Description				
GEN1	GEN1 - GENERAL CHECKING				
101	GENERAL FUND	1,294,427.62	100.00	30,209.66	1,264,317.96
150	CEMETERY PERPETUAL CARE	41,343.41	0.00	0.00	41,343.41
209	CEMETERY FUND	1,231.98	0.00	751.08	480.90
237	MARIJUANA FUND	4,506.34	0.00	0.00	4,506.34
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	(6,104.44)	0.00	0.00	(6,104.44)
248	DDA OPERATING FUND	364,908.72	0.00	0.00	364,908.72
251	INDUSTRIAL PARK FUND	862.42	0.00	54.54	807.88
276	HOUSING RESOURCE FUND	188,949.14	0.00	0.00	188,949.14
318	SEWER DEBT FUND	169,628.34	1,245.33	0.00	170,873.67
319	WATER DEBT FUND	106,980.16	258.61	0.00	107,238.77
372	PLANT REPLACEMENT FUND (R&I)	1.84	0.00	0.00	1.84
390	SEWER FUND	362,174.15	1,331.27	10,264.74	353,240.68
391	WATER FUND	792,930.77	1,751.61	13,034.80	781,647.58
392	WATER REPLACEMENT FUND	663,838.61	0.00	0.00	663,838.61
393	SEWER COLLECTION	290,951.64	309.26	1,139.82	290,121.08
361	EQUIPMENT FUND	(30,471.88)	11,517.65	483.56	(19,437.79)
704	PAYROLL CLEARING	(21,269.56)	45,766.40	0.00	24,496.84
705	IRONS PARK ENTERTAINMENT FUND	14,340.78	0.00	0.00	14,340.78
707	YOUTH SAFETY PROGRAM	115.10	0.00	0.00	115.10
	GEN1 - GENERAL CHECKING	4,239,345.14	62,280.13	55,938.20	4,245,687.07
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	782,839.05	0.00	1,145.22	781,693.83
203	LOCAL STREET FUND	493,494.81	0.00	693.29	492,801.52
	MAJOR/ LOCAL STREETS	1,276,333.86	0.00	1,838.51	1,274,495.35
PAY	PAYROLL				
704	PAYROLL CLEARING	87,487.24	0.00	42,945.08	44,542.16
	PAYROLL	87,487.24	0.00	42,945.08	44,542.16
CHEM	SAVINGS				
101	GENERAL FUND	460,153.06	0.00	0.00	460,153.06
150	CEMETERY PERPETUAL CARE	1,686.55	0.00	0.00	1,686.55
251	INDUSTRIAL PARK FUND	245.77	0.00	0.00	245.77
371	COLLECTION REPLACEMENT FUND	0.65	0.00	0.00	0.65
391	WATER FUND	26,464.86	0.00	0.00	26,464.86
392	WATER REPLACEMENT FUND	19,819.14	0.00	0.00	19,819.14
393	SEWER COLLECTION	3,189.61	0.00	0.00	3,189.61
361	EQUIPMENT FUND	103,615.01	0.00	0.00	103,615.01
	SAVINGS	615,174.65	0.00	0.00	615,174.65
TAX	TAXES				
701	TAX AGENCY	14,826.68	0.00	0.00	14,826.68
	TAXES	14,826.68	0.00	0.00	14,826.68
	TOTAL - ALL FUNDS	6,233,167.57	62,280.13	100,721.79	6,194,725.91

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
 FROM 11/01/2023 TO 11/30/2023
 FUND: ALL FUNDS
 INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 11/01/2023	Total Debits	Total Credits	Ending Balance 11/30/2023
Fund 101 GENERAL FUND					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	150,000.00	0.00	0.00	150,000.00
	GENERAL FUND	250,000.00	0.00	0.00	250,000.00
Fund 150 CEMETERY PERPETUAL CARE					
004.300	CERTIFICATE OF DEPOSIT C	112,499.74	0.00	0.00	112,499.74
004.400	CERTIFICATE OF DEPOSIT D	113,500.06	0.00	0.00	113,500.06
	CEMETERY PERPETUAL CARE	225,999.80	0.00	0.00	225,999.80
Fund 251 INDUSTRIAL PARK FUND					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	25,000.00	0.00	0.00	25,000.00
	INDUSTRIAL PARK FUND	125,000.00	0.00	0.00	125,000.00
Fund 661 EQUIPMENT FUND					
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	EQUIPMENT FUND	250,000.00	0.00	0.00	250,000.00
	TOTAL - ALL FUNDS	850,999.80	0.00	0.00	850,999.80

*Ogemaw County
Land Bank Authority
Meeting Minutes
09/27/2023*

Caren Piglowski called the meeting to order at 11:02 a.m. Present: Caren Piglowski, Scott Bell, Cindy Rosebrugh, Liz Steinhurst, Denise Simmons and Sue Delahanty, John Dantzer & Alan Bruder. All recited The Pledge of Allegiance to the American Flag.

Committee meeting minutes of 08/16/2023 were reviewed. **Motion by Scott Bell, support by Sue Delahanty to approve the minutes. Vote: Ayes - all, motion approved.**

Caren Piglowski presented the current financial activity report.

Scott Bell presented information regarding bids received for asbestos surveys. There was a bid received from Sagasser & Associates in the amount of \$1943 including 60 test samples. There was also a bid received from Bonus Environmental in the amount of \$1250 with additional costs of \$65.00 per test sample. Discussion ensued regarding the bids. **Motion by Sue Delahanty, support by Denise Simmons to approve the bid from Sagasser & Associates for asbestos surveys as presented. Vote: Ayes- Dantzer, Bell, Bruder, Steinhurst, Delahanty, Simmons, Rosebrugh and Piglowski.** Caren Piglowski to verify Sagasser & Associates license and contact them with the bid approval.

Caren Piglowski presented the Round 3 Blight Elimination Grant Agreement. Discussion ensued regarding the reporting requirements for the grant agreement and potential Round 3 Grant projects. Discussion regarding collaboration with the Village of Prescott on a project the Village has started. **Motion by Alan Bruder, support by Scott Bell to approve the Round 3 Blight Elimination Grant Agreement. Vote: Ayes – Bell, Bruder, Steinhurst, Delahanty, Simmons, Rosebrugh, Piglowski, Dantzer.** Caren Piglowski to sign and submit the grant agreement to the State Land Bank and to contact the Village of Prescott regarding the potential project collaboration.

Caren Piglowski presented information and photos regarding the sale offer for property located at 215 Washington St, Prescott from Gerald Wilczynski. Discussion ensued regarding the project opportunity. The board decided to table the project until other projects were proposed and prioritized. Caren Piglowski to contact Mr. Wilczynski and inform him the offer has again been tabled at this time.

Caren Piglowski to contact County Administrator Tim Dolehanty to begin the RFP documents for the asbestos abatement if needed, and the demolition RFP.

Motion to adjourn by Sue Delahanty, support by Denise Simmons, Ayes – all. Motion approved

Next meeting scheduled for October 25, 2023 at 11:00 a.m.

Meeting adjourned 11:30 a.m.

Minutes prepared by Caren Piglowski



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

Drinking Water State Revolving Fund Intended Use Plan Fiscal Year 2024



[illegible]

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Attachments

- Attachment 1 – Fiscal Year 2024 DWSRF Project Priority List
- Attachment 2 – SRF Project Manager Contact and Location
- Attachment 3 – DWSRF Schedule of Net Positions

Water Infrastructure Funding and Financing Section

Michigan's Water Infrastructure Funding and Financing Section (WIFFS) within EGLE assists municipalities in their efforts to protect public health and the environment through the administration of low interest loans and grants and by providing project support and outstanding customer assistance. Information on Michigan's Drinking Water State Revolving Fund (DWSRF) can be found at www.Michigan.gov/DWSRF.



Paul McDonald, EGLE CFO



Kelly Green, WIFFS Administrator

DWSRF Overview

The Drinking Water State Revolving Fund (DWSRF) low interest loan program was established via the Safe Drinking Water Act (SDWA) Amendments of 1996. The DWSRF is a program to assist public water systems in financing the costs of replacement and repair of drinking water infrastructure to protect public health and achieve or maintain compliance with the SDWA requirements.

Congress appropriates funding for the DWSRF annually. EPA awards capitalization grants from those Congressional appropriations to each state for their DWSRF based upon an allocation formula determined from the most recent Drinking Water Infrastructure Needs Survey. In accepting the award, States are required to provide a 20% match.

The SDWA places an emphasis on preventing contamination rather than a reactive approach. Central to this is the development of state prevention programs including, source water protection, capacity development, and operator training and certification. To fund these programs, the SDWA allows the creation of four set-aside accounts. States may take up to 31% of their annual capitalization grant as set-asides. The remaining balance after taking the set-asides, plus the State's match, is placed into a dedicated revolving loan fund. This fund provides loans to water systems for eligible infrastructure projects. As water systems repay their loan, the repayments and interest flow back into the dedicated fund and can be used to make new loans.

Michigan's DWSRF program has awarded over \$1.8 billion to 428 drinking water projects across the state since 1998. Of that, over \$79 million has been awarded as principal forgiveness (PF), or as loan dollars not required to be paid back. PF dollars greatly assist communities with affordability issues. However, they do not revolve back into the program and thereby reduce fund growth.

As required by the SDWA, Michigan, prepares this Intended Use Plan (IUP) to identify the DWSRF loan projects that will utilize the funds available in a given fiscal year (FY) as well as the set-asides. This IUP includes the project priority list for FY2024 projects. The capitalization grant used for Michigan's FY2024 projects are from EPA's FY2023 budget, or any prior capitalization grants that may still be open. As a result of federal appropriations to Michigan, EGLE's capitalization grant for FY2024 projects is \$11,267,000.

The work of WIFFS staff to assist applicants through the financing and environmental review process while assuring state and federal laws are met is an invaluable resource to Michigan's residents. The DWSRF program continues to contribute vastly to the protection of public health across the state.

Federal Bipartisan Infrastructure Law and American Rescue Plan

Bipartisan Infrastructure Law

On November 15, 2021, the Infrastructure Investment and Jobs Act was signed into law. Referred to as the Bipartisan Infrastructure Law (BIL), it included an appropriation to the EPA to strengthen the nation's drinking water and wastewater systems. A sizeable portion of BIL dollars are disbursed through the DWSRF.

DWSRF - Intended Use Plan Fiscal Year 2024

The BIL provides three federal grants to Michigan through the DWSRF: the DWSRF Supplemental Grant, the DWSRF Emerging Contaminants Grant, and the DWSRF Lead Service Line Replacement Grant. These grants will be awarded to states annually through 2026. Table 1 below illustrates Michigan's allocation of BIL for FY2024 projects. WIFFS has two years to allocate funds once they have been applied for from EPA. BIL language requires each grant allocation provide additional subsidization as follows:

- DWSRF Supplemental: 49% additional subsidization.
- DWSRF Emerging Contaminants (EC): 100% (minimum 25% of funds must go towards disadvantaged communities or public water systems serving fewer than 25,000 people) additional subsidization.
- Lead Service Line Replacement (LSLR): 49% additional subsidization.

Additional subsidization will be awarded to applicants in the form of loan principal forgiveness as illustrated on Attachment 1.

With this IUP, EGLE will apply for 100% of the available BIL dollars from EPA for this fiscal year. Any BIL dollars remaining unallocated at the conclusion of FY2024 will be carried forward and allocated to projects in FY2025. Carry over dollars will be allocated prior to any new allotments.

The BIL allows the use of up to 31% of the grants as set-asides. The categories of set-asides are aligned with the traditional DWSRF grant, are tracked on a per grant basis, and must be used to address needs in the category they are taken. For example, set asides taken from the EC grant must be used to address eligible emerging contaminant activities. EGLE is utilizing \$5,500,000 of BIL DWSRF Supplemental set asides. Set-aside workplans are completed by EGLE's Drinking Water and Environmental Health Division and can be found on the [DWSRF website](#).

Table 1 BIL Allocation

Appropriation	Grant Allocation	Amount of Additional Subsidization	Amount for Set-Aside Use	Carry-over Additional Subsidization from FY23	Carry-over Loan Amount from FY23	Total Available for Applicants
DWSRF Supplemental	\$48,042,000	\$23,540,580	\$5,500,000	\$0	\$0	\$42,542,000
DWSRF Emerging Contaminants	\$17,433,000	\$17,433,000	\$0	\$8,791,000	\$0	\$26,224,000
DWSRF Lead Service Line Replacement	\$72,881,000	\$35,711,690	\$0	\$17,844,597	\$18,572,948	\$109,298,545

Emerging Contaminants

The BIL EC funds must be used for eligible DWSRF projects with the primary purpose to address emerging contaminants in drinking water. The funds must focus on projects addressing perfluoroalkyl and polyfluoroalkyl (PFAS) substances or any contaminant on [EPA's Contaminant Candidate Lists](#). Additionally, grant funds under this category are not subject to state matching requirements of the SDWA. As previously discussed, 100% of the Emerging Contaminant Grant must be provided as additional subsidization to applicants. EGLE awarded these funds to eligible applicants in priority order until the funds were exhausted. All projects on the PPL receiving these BIL dollars are PFAS related projects. EGLE provided 100% forgiveness equivalent to the eligible PFAS portion of the proposed project as funds are available. The remaining non-PFAS related project costs were allocated other funds bypassing priority order but consistent with the overall funding tiers to assure project completion through full funding. These projects are illustrated on Attachment 1.

Lead Service Line Replacement

The BIL LSLR funds must be used for lead service line replacement work and associated activities directly connected to the identification, planning, design, and replacement of lead service lines. Projects must be DWSRF eligible and full replacement of a lead line must occur in accordance with [Michigan's Lead and Copper Rule](#).

EPA grant funds under this BIL appropriation are not subject to state match requirements. In addition, BIL requires states to provide 49% of the grant as additional subsidization to applicants that meet the state's disadvantaged community criteria. Michigan is applying these funds to lead service line replacement projects as principal forgiveness as illustrated on Attachment 1.

Build America, Buy America (BABA) Act

On November 15, 2021, the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, which includes the Build America, Buy America Act (BABA). Pub. L. No. 117-58, §§ 70901-52, was signed into law strengthening Made in America Laws. The law requires that no later than May 14, 2022, 180 days after the enactment of the IIJA, the head of each covered Federal agency shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." This expands domestic sourcing requirements to include all steel, iron, manufactured products, non-ferrous metals, plastic, and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall used in infrastructure projects for federal financial assistance programs must be produced in the United States. The Made in America Office at the Office of Management and Budget (OMB) has developed [initial overarching implementation guidance](#): Additional information from EPA and the waiver process is posted to their [BABA website](#).

American Rescue Plan (ARP) Water State Revolving Funds

Michigan Public Act 53 of 2022 was signed into law effective March 30, 2022. Section 308 of that law includes language allocating funds for drinking water improvements. These ARP dollars will work in tandem with DWSRF and operate as a grant. No more than \$20 million can be

awarded per project, \$188 million must be awarded to communities with a population of less than 10,000, and \$152 million must be awarded to communities undertaking a lead service line replacement project. A total of \$605,400,000 is to be awarded for drinking water improvement projects over FYs 2023 and 2024. Michigan has \$376,141,738 of total ARP dollars remaining to be awarded to projects in FY2024.

As part of the FY2023 Budget, Supplemental Bill PA 119 of 2023, was passed providing an additional \$78.8 million of federal ARP dollars for projects on the FY2024 PPL that are undertaking a LSLR project. These dollars can be used for LSLR and associated watermain replacements.

All ARP water infrastructure dollars must be under contract by no later than December 2024. Attachment 1 illustrates ARP dollar allocations in FY2024.

Drinking Water Infrastructure Grant

In FY2021, \$35,000,000 was made available to DWSRF projects under Michigan's Clean Water Plan. These funds were awarded as grants under the Drinking Water Infrastructure (DWI) grant program to projects on the FY2022 DWSRF PPL. An applicant was eligible to receive the lesser of 30% of DWSRF project costs or \$2,000,000. As a result of projects coming in under budget, projects dropping, or other reasons, \$7,707,728 is available for reallocation. These remaining funds are being awarded on the FY2024 PPL as another source of grant dollars as illustrated on Attachment 1.

Michigan's DWSRF Program

Multi Step Application Process

The purpose of the multiple step application process is to first determine if the borrower qualifies to receive funding under the DWSRF program and assess the eligibility of the proposed projects. This process operates to assist applicants through any significant hurdles that may exist in securing permits, environmental clearances, and understanding DWSRF laws and policies. The first step in the process is to submit to EGLE an electronic Intent to Apply (ITA) form found on Michigan.gov/DWSRF. This ITA process allows for better tracking of applicant needs and better processing and outreach by staff. Additionally, it allows for earlier coordination with the Michigan Finance Authority (MFA) which operates as EGLE's DWSRF partner in managing fund dollars. The MFA requires a municipal obligation (bond note or evidence of debt issued) under the Shared Credit Rating Act for an amount up to the loan amount, including all principal forgiveness amounts. Awarded grant dollars operate entirely through EGLE and do not need to be included in the MFA's required bond. The MFA purchases the applicant's local bond to effectuate the DWSRF loan.

Priority Ranking System

New state DWSRF legislation was enacted and FY2024 projects are now utilizing the new scoring criteria as described on EGLE's [SRF Overburdened Community Definition and Scoring Criteria website](#). Projects are scored and thereby prioritized by EGLE's Drinking Water and Environmental Health Division. Individual project scores can be found and reviewed on the [DWSRF](#) home page.

The PPL will be updated as changes occur such as projects dropping or shifting funding years. Applicants should not expect to increase their loan amounts or grant/forgiveness amounts if actual project costs come in higher than estimated. EGLE understands the tough economic variables occurring and will make every attempt possible to finance projects allowing flexibility in timing and cost overruns. There may be instances where loan dollars can exceed the PPL estimates however, EGLE reserves the right to lock loan, grant, and forgiveness amounts into what is illustrated on the Final PPL due to limited resources.

Project inclusion on the PPL indicates an applicant has submitted a final project plan with an estimated dollar amount that was scored and ranked by EGLE. There is no actual or implied guarantee that being listed on the PPL will constitute a commitment of financial assistance from the DWSRF or ARP. All program requirements must be satisfied, and applicable permits issued before a binding commitment can be offered and a loan or grant issued.

For inclusion on the FY2024 PPL, ITA forms were due to EGLE by November 1, 2022, with final planning documents submitted by June 1, 2023. The ITA form includes project information such as overview of project scope, estimated costs, and estimated date of construction.

Engineering Review

Projects that are considered for funding undergo programmatic and technical review of planning and design documents such as engineering reports and plans and specifications to ensure they follow state and federal regulations. Project alternatives are reviewed including the cost and effectiveness of feasible options including operation and maintenance costs.

Environmental Review

An Environmental review is required for all DWSRF projects. EGLE WIFFS staff review every project for impacts to various water, land, and flora/fauna species. A Finding of No Significant Impact should be determined on all DWSRF projects prior to any construction activities taking place. Should a FNSI not be able to be issued, the Department may undertake further review through issuance of an Environmental Impact Statement. If project work is added or changed during the project due to unforeseen conditions and was not included as part of the original project scope additional environmental reviews may be required and/or funding may be delayed.

Loan Issuance

An approvable loan application must include:

- Complete DWSRF application including Parts I-III.
- Detailed project description, cost breakdown, and schedule.
- Financial documentation demonstrating ability to repay the loan.
- Any necessary executed intermunicipal service agreements.
- An approved planning document.
- Set of approved plans and specifications including construction permit(s) if required.
- Resolution from the applicant designating a project representative and approving the project scope after a local public hearing/meeting.

A project notice to proceed must be issued within 60 days of loan closing unless an extension request has been approved by WIFFS. Project construction activities should be complete within three years of loan award with project initiation occurring unless otherwise approved by WIFFS.

Construction Monitoring

Projects are required to be built according to the approved plans and specifications and that they adhere to any covenants in their loan agreement including American Iron and Steel (AIS), Davis Bacon, and Build America, Buy America (BABA) compliance where applicable.

Any changes from the original design need to be reviewed via Change Order or Amendment. Once approved, the project budget is revised to reflect the change when applicable.

Program Marketing and Outreach

WIFFS has subject matter experts housed in nearly all EGLE's district/field offices as illustrated on Attachment 2. WIFFS presents at virtual and in person events in collaboration with Michigan chapters and regional water organizations. Social media, website development, and email blasts also serve to market the DWSRF program. In addition, EGLE meets with the regional Environmental Finance Center, US Department of Agriculture – Rural Development, Rural Community Assistance Program, American Council of Engineering Companies, and numerous other local stakeholder Non-Governmental Organizations to collaborate funding sources and message program updates.

Long-Term Program Goals

The DWSRF program operates as a public health protection program and in such maintains long-term goals to ensure the State is meeting the Safe Drinking Water Act and EGLE's mission to protect and maintain safe drinking water. DWSRF long-term goals include:

- Maintain the fiscal integrity of the fund to ensure it remains viable and self-perpetuating including harmonizing additional subsidization funds and revolving loan funds to safeguard the DWSRF fund. When additional subsidization and/or set-aside dollars increase, dollars revolving back into the fund are reduced thereby limiting fund growth.
- Maintain and refine procedures to prevent fraud and ensure a system of checks and balances.
- Target outreach to communities that have never utilized the DWSRF and increase geographic diversity in the use of the DWSRF funds.
- Maintain and develop relationships with long-term borrowers and other funding and financing agencies and organizations to ensure resources are distributed in a holistic and efficient manner.
- Continue to work collaboratively with our Drinking Water and Environmental Health Division partners to identify drinking water infrastructure priorities across the state.

Short-Term Program Goals

The DWSRF upholds short-term goals to continually improve and evolve the program to better meet water quality needs around the state. DWSRF short-term goals include:

- Procure and maintain a new data system for tracking DWSRF projects and related state grant programs.
- Assist applicants listed on the annual PPL in meeting DWSRF requirements to successfully close on a loan.
- Hire and train new DWSRF program staff.
- Apply for all DWSRF federal grants and ensure requirements of the grant terms and conditions are met including Michigan's ARP funds.
- Assist municipalities in successfully applying to DWSRF using state grant programs to fully capture and allocate all BIL LSLR dollars.
- Assist disadvantaged applicants in upgrading or improving their drinking water infrastructure to maintain compliance with the SDWA.

Programmatic Requirements

Disadvantaged Community

EPA defines a disadvantaged community in DWSRF as the entire service area of a public water system that meets affordability criteria established by the State. Disadvantaged communities may be afforded additional subsidization or extended loan terms.

Michigan's affordability criteria, referred to as a disadvantaged community determination, was updated for FY2024 projects and is described on EGLE's [SRF Overburdened Community Definition and Scoring Criteria website](#). The disadvantaged criteria includes two tiers, overburdened communities and significantly overburdened communities. An applicant is required to have a disadvantaged calculation completed every fiscal year if seeking qualification under this program.

Attachment 1 illustrates applicants that have qualified as either overburdened or significantly overburdened. Additional priority points of 20 for overburdened or 25 for significantly overburdened (out of 100 total) are awarded based on this status.

The DWSRF PPL allocates financing and funding to 64 projects, of which 62 are disadvantaged, or 97%.

Additional Subsidization

Two distinct and additive subsidy authorities are included in the traditional capitalization grant for Michigan's FY2024 projects. Under the congressional additional subsidy authority, states must provide 14% (\$1,577,380) of their annual capitalization grant from EPA as additional subsidization to eligible recipients. Secondly, under the Safe Drinking Water Act (SDWA) Disadvantaged Community Additional Subsidy Authority, states must use at least 12% (1,352,240), but not more than 35% (3,943,450) of the capitalization grant as additional subsidization to state-defined disadvantaged communities. Michigan is planning to award all additional subsidization as principal forgiveness to disadvantaged communities in FY2024.

DWSRF - Intended Use Plan Fiscal Year 2024

Principal forgiveness allows applicants to forgo loan repayment for the portion of their loan that is forgiven, thereby operating like a grant.

The table below illustrates the traditional DWSRF capitalization grant and associated additional subsidy amounts for FY2024 projects.

Table 2 Additional Subsidy Allocation

Capitalization Grant	Required 14% Congressional Subsidy	SDWA Subsidy	Total Traditional Subsidy in 2024
\$11,267,000	\$1,577,380	\$1,991,659	\$3,569,039

BIL Additional Subsidy

As mandated under the BIL, 49% of funds from the DWSRF Supplemental grant, 100% of funds under the EC grant, and 49% of funds under the LSLR grant must be awarded as additional subsidy. These BIL subsidies will also be awarded to applicants in the form of loan principal forgiveness. Table 1 on page five illustrates the total subsidy being awarded under BIL. In some instances, there is not enough traditional loan or BIL supplemental loan dollars to award to projects to fund/finance 100% of project costs. In these occurrences, only grant or forgiveness dollars have been allocated to a project requiring an applicant to fund the remaining project costs from sources outside of DWSRF. Attachment 1 illustrates the total dollars that are estimated to be awarded in FY2024. Dollars carried over from FY2023 will be spent prior to FY2024 awards. Remaining FY2024 BIL dollars will be allocated to projects in FY2025.

Project Priority List

Using a combination of principal forgiveness, ARP dollars, DWSRF BIL, traditional loan dollars and other state grant money, WIFFS is planning to award \$760,714,011 to projects on the FY2024 PPL. The methodology listed below was used to allocate the fundable ranges for FY2024. Funds were allocated in priority order (with the exception of EC projects previously discussed) until exhausted.

- Significantly Overburdened applicants are awarded a 100% ARP grant or principal forgiveness combination up to a maximum of \$20,000,000. Loan dollars are awarded to cover project costs greater than \$20,000,000 where applicable.
- Overburdened applicants are awarded 50% ARP grant or principal forgiveness combination up to a maximum of \$20,000,000. Loan dollars are awarded to cover the remaining 50% of projects costs or those costs greater than \$20,000,000 where applicable.
- All other non-disadvantaged applicants within the fundable range will receive 10% ARP grant or principal forgiveness up to a maximum of \$20,000,000.

DWSRF - Intended Use Plan Fiscal Year 2024

EGLE reserves the right to limit grant, principal forgiveness, and loan dollars to the amounts identified on the Final PPL. All activities greater than \$50,000 require an executed contract solicited using competitive bidding unless otherwise approved by EGLE.

WIFFS will focus staff resources on awarded projects identified on the PPL. **Applicants are expected to execute a milestone schedule with their WIFFS project manager no later than December 22, 2023. Failure to do so may result in the applicant's project being bypassed and associated funds awarded to the next available project.**

In summary, EGLE plans to offer the following in FY2024:

Table 3 Proposed Total Funds in FY2024

Allocation	Amount
ARP SRF Grant	\$376,141,738
DWSRF Loan	\$116,430,961
DWSRF Loan Forgiveness	\$3,569,039
BIL Supplemental Loan	\$ 19,001,420
BIL Supplemental Loan Forgiveness	\$23,540,580
BIL Emerging Contaminants Loan Forgiveness	\$26,224,000
BIL LSLR Loan	\$55,742,258*
BIL LSLR Loan Forgiveness	\$53,556,287*
Drinking Water Infrastructure Grant	\$7,707,728
ARP LSLR/Watermain Grant	\$78,800,000
Total	\$760,714,011

*BIL DWSRF LSLR loan and PF categories have been overcommitted by \$7,354 and \$7,065 respectively. EGLE anticipates projects will drop/decline LSLR dollars. To spend 100% of BIL available dollars in FY24, these two buckets have been overcommitted on the PPL.

Davis Bacon Act

Under regulations in 29 CFR 5.5, EPA must ensure that fund recipients are subject to the Davis Bacon provisions. Additionally, compliance with the Davis Bacon Act is required for all ARP funded projects. Therefore, all projects on the DWSRF list, regardless of funding source, are required to comply with the Davis Bacon Act. Applicants are required to submit a certification of compliance with each disbursement request.

American Iron and Steel

All projects receiving DWSRF base and BIL dollars are required to comply with the American Iron and Steel provision unless a waiver from EPA has been granted.

Equivalency Projects

Equivalency projects are defined within the SRF programs as a select group of loans whose sum is equal to the amount of the capitalization grant which are required to meet certain federal requirements. They must meet the federal crosscutter, single audit, Disadvantaged Business Enterprise, Signage, and FFATA reporting requirements. The addition of Build America, Buy America (BABA) has also been added this year. States are required to meet equivalency projects under both the base DWSRF and the BIL. Signage requirements will be met via [EGLE's Water Infrastructure Financing Dashboard](#) displayed on the DWSRF public website. Given multiple funding sources, all projects receiving DWSRF base and BIL dollars will be considered equivalent projects in FY2024. The final list of entities that comply with these requirements will be included in the FFATA Reporting and the FY2024 Annual Report.

EPA Data System

WIFFS agrees to enter data into the EPA's data system on a minimum quarterly basis as loans are issued.

Fund Financial Management

Source and Allocation

Due to an increase in program demand, in FY2020 EGLE began operating the DWSRF as a leveraged program. The state will sell revenue bonds that are secured by federal and state assets. Bond issuance costs are covered by the bonds sold and thus are not identified as direct administrative expenses of the DWSRF. Project costs of the local units of government are reimbursed from the bond issues. For borrowers who are non-municipal entities, limitation on private activity from tax-exempt issues require EGLE and MFA to fund private water suppliers from funds other than tax-exempt revenue bonds. There are no private, non-municipal water suppliers on the FY2023 PPL.

Michigan is required to provide a 20% state match to the traditional DWSRF capitalization grant as well as a 10% match of the BIL general supplemental. No state match is required to receive the BIL Emerging Contaminant or LSLR grants. General fund dollars are available for both match requirements this year. Any excessive match funds available in FY2024 may be carried over for the benefit of the fund and used for match requirements in future years.

EGLE uses a process to prescribe how available funds will be allocated between eligible recipients as follows:

- Identify borrowers ready to proceed with projects in FY2024.
- Determine amount of financing needed by applicants.
- Identify sources and amount of funds available to provide the requested assistance.
- Allocate dollars in priority order consistent with the terms of applicable funding sources.
- Negotiate a milestone schedule with fundable applicants.
- Determine final loan amounts based on as-bid dollars.
- Redistribute any remaining funds in future years if projects drop or costs come in lower than estimates. Determine if funds are available for any projects that may come in higher than PPL estimates.

DWSRF - Intended Use Plan Fiscal Year 2024

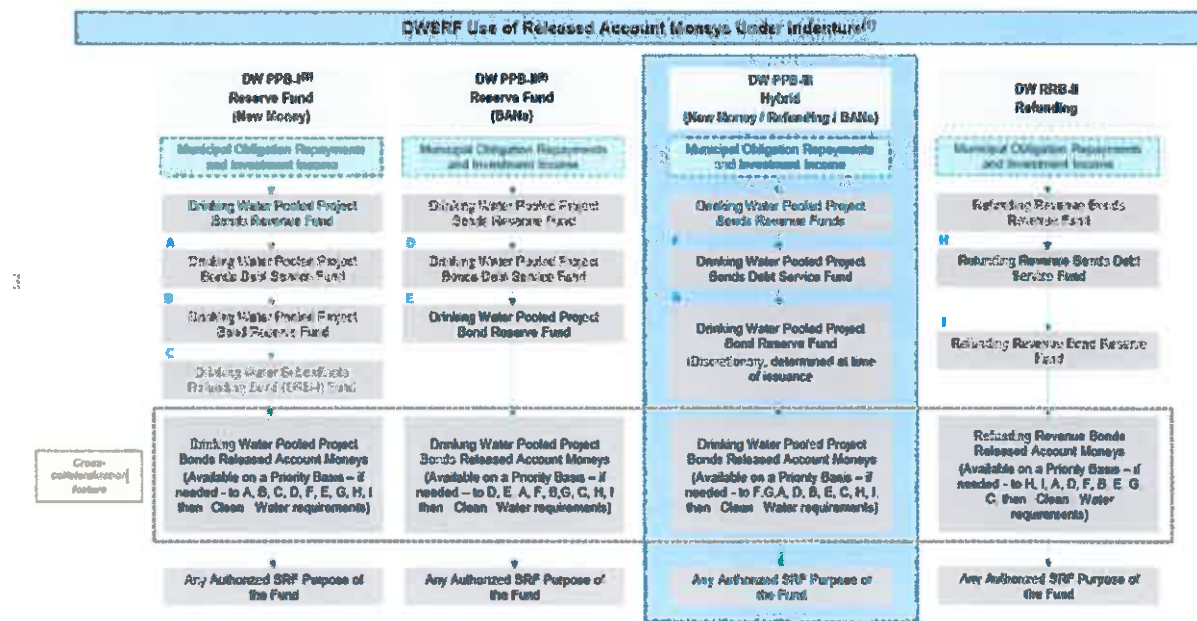
DWSRF financial assistance to municipalities during FY 2024 will consist of loans, grants, and principal forgiveness. All projects within the fundable range are anticipated to close loans in FY2024. Final binding commitment dates are subject to change based on the needs of applicants and any unforeseen conditions that may arise and will be established once milestone schedules are negotiated with applicants. WIFFS will offer seven loan closing dates throughout the calendar year. There will be two dates per quarter, except for quarter four, in which there will only be one closing in August.

Final loan award amounts will be included in the DWSRF Annual Report.

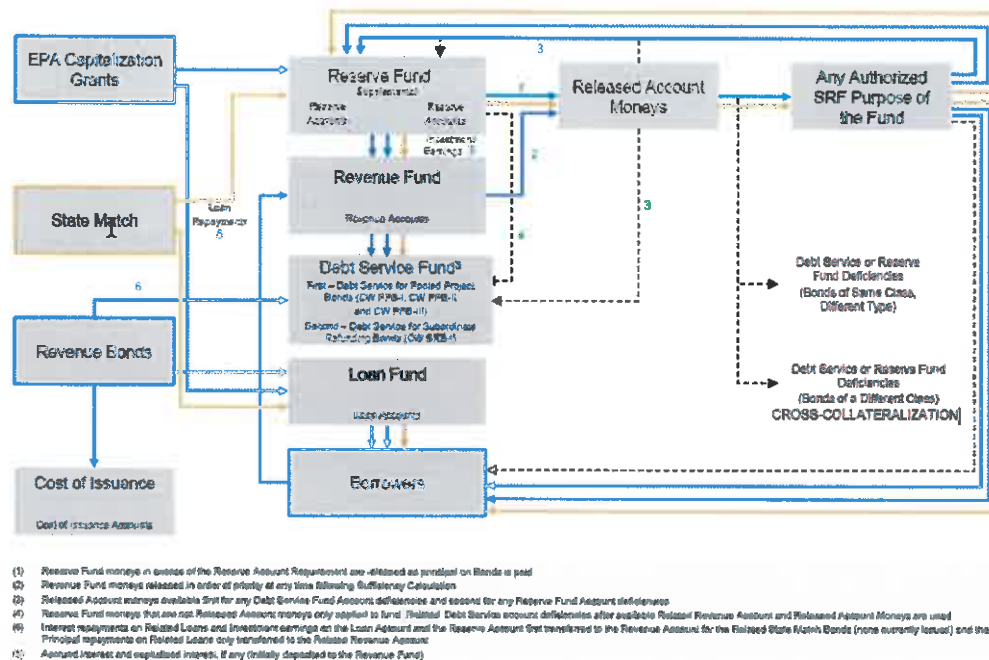
Cross Collateralization

The DWSRF and CWSRF are cross-collateralized and have been from the outset. Below are flow charts illustrating the process.

Drinking Water Use of Released Account Moneys Under Indenture



Clean Water and Drinking Water SRF - Flow of Funds^{1,2}



Transfer Authority

In accordance with the Safe Drinking Water Act and the SRF funds transfer provisions, Michigan can transfer an amount up to 33% of the DWSRF program capitalization grant to the CWSRF program or an equivalent amount from the CWSRF program to the DWSRF program. No funds were transferred from either program during this period.

Interest Rates

Along with the potential for principal forgiveness, low interest rates remain an advantage to municipalities when seeking assistance from the DWSRF. Interest rates are established annually by EGLE's Director and based on the demand for financing in the coming year, anticipated future demand, consideration of market rates, and evaluation of additional costs to borrowers for program participation. FY2024 interest rates have been established as follows:

Table 4 Interest Rates

Term	Disadvantaged Status	Rate
20 Year	None	2.50%
20 Year	Overburdened	2.00%
20 Year	Significantly Overburdened	1.00%
30 Year	None	2.75%
30 Year	Overburdened	2.00%
30 Year	Significantly Overburdened	1.00%
40 Year	Overburdened	2.00%
40 Year	Significantly Overburdened	1.00%

Administrative Costs

To administer the program, WIFFS is using the authority granted to utilize the 1/5th of 1% of total net position, or \$1,730,980. Attachment 3 illustrates the Michigan Finance Authority's Schedule of Net Positions for the DWSRF fund.

Set-Asides

The projects and expenditures proposed in the set aside work plans are deemed necessary to maintain the current level of effort to implement federal drinking water standards in Michigan, to support source water protection activities, to maintain important groundwater databases, and to support an Information Technology Modernization Project which will benefit public water systems by providing opportunities for improved transparency and communication, streamlining processes, increasing data quality control, and enhancing decision-making capabilities through analytics, trends and insights, automated alerts, and data-driven actions. Set-Aside workplans are located on the [DWSRF website](#) or can be obtained by contacting Dana DeBruyn whose contact information can be found at the end of this document.

Public Review

A public hearing on the draft IUP was held in person and virtually on September 19, 2023. A number of comments were received, and scores adjusted for multiple projects. Scoring is completed by the department's Drinking Water and Environmental Health Division. A large number of public comments were received in support of city of Ishpeming's drinking water project. Additional comments received related to the scoring process, and disadvantaged determination process. There were also comments addressing public engagement needs at the local municipal level during project planning.

Origination of Documents

The Finance Division of EGLE is responsible for issuing the DWSRF IUP and its accompanying information.

Questions about the IUP may be directed to:

Kelly Green, Administrator
Water Infrastructure Funding and Financing
Finance Division
Michigan Department of Environment, Great Lakes, and Energy
PO Box 30457
Lansing, MI 48909-7957
Telephone: 517-284-5433 | E-Mail: EGLE-WIFFS@Michigan.gov

Questions about Treasury related items may be directed to:

Alyson Hayden, Executive Director
Michigan Finance Authority
Michigan Department of Treasury
PO Box 15128
Lansing, MI 48933
Telephone: 517-241-2432 | E-Mail: TreasMFA@Michigan.gov

Questions about DWSRF set asides may be directed to:

Dana DeBruyn, Manager
Environmental Health Section
Drinking Water and Environmental Health Division
Michigan Department of Environment, Great Lakes, and Energy
PO Box 30817
Lansing, MI 48909-7957
Telephone: 517-930-6463 | E-Mail: DebruynD@Michigan.gov

Questions about project scoring may be directed to:

Brian Thurston, Assistant Director
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PO Box 30817
Lansing, MI 48909-7957
Telephone: 231-590-3430 | E-mail: ThurstonB@Michigan.gov



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

Water Infrastructure Funding and Financing Section

SRF Project Managers

Districts without a specific assigned project manager will be covered by other district or central office staff.

SECTION CONTACTS

EGLE-WIFFS@Michigan.gov

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Michigan.gov/CWSRF

Michigan.gov/DWSRF



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SUPPLEMENTAL FINANCIAL SCHEDULES

Michigan Finance Authority

MUNICIPAL BOND FUND

COMBINING SUPPLEMENTAL SCHEDULE OF NET POSITION

September 30, 2022

	Local Municipalities Subfund	State Revolving Subfund	
		Clean Water Program	Drinking Water Program
ASSETS			
Current assets:			
Cash and cash equivalents	\$	\$ 1,325	\$ 68,542
Receivable from federal government		132,399	194,525
Interest receivable	50,102,613	4,359,181	1,678,583
Investments	104,456,790	1,366,466,779	616,606,480
Notes receivable	152,906,502		
Loans receivable, net	1,735,000	169,648,200	38,346,875
Bonds receivable	267,360,000		
Total current assets	\$ 576,560,905	\$ 1,540,607,884	\$ 656,895,005
Noncurrent assets:			
Receivable from State of Michigan	\$	\$	\$
Investments		86,932,509	19,798,703
Loans receivable, net	5,163,988	1,446,745,154	432,182,426
Bonds receivable	3,358,313,451		
Total noncurrent assets	\$ 3,363,477,439	\$ 1,533,677,663	\$ 451,981,129
Total assets	\$ 3,940,038,344	\$ 3,074,285,547	\$ 1,108,876,134
DEFERRED OUTFLOWS OF RESOURCES			
Deferred loss on refunding	\$ 108,941	\$ 15,893,173	\$ 173,580
LIABILITIES			
Current liabilities:			
Accounts payable and other liabilities	\$ 84,048,445	\$ 101,391	\$ 62,143
Bonds and notes payable, net	434,270,258	103,370,000	14,185,000
Interest payable	58,146,104	14,542,128	3,450,648
Unearned revenue			5,000,000
Total current liabilities	\$ 576,464,807	\$ 118,013,519	\$ 22,697,791
Noncurrent liabilities:			
Bonds and notes payable, net	\$ 3,385,844,798	\$ 749,336,482	\$ 220,862,128
Total noncurrent liabilities	\$ 3,385,844,798	\$ 749,336,482	\$ 220,862,128
Total liabilities	\$ 3,962,309,605	\$ 867,350,001	\$ 243,559,919
DEFERRED INFLOWS OF RESOURCES			
Deferred gain on refunding	\$ 1,471,062	\$ 442,710	\$
NET POSITION			
Restricted for:			
State Revolving Subfund	\$	\$ 2,222,386,009	\$ 865,489,795
Strategic Water Quality Initiatives Subfund			
School Loan Revolving Subfund			
Unrestricted	(23,633,382)		
Total net position	\$ (23,633,382)	\$ 2,222,386,009	\$ 865,489,795

Michigan Finance Authority

Strategic Water Quality Initiatives Subfund	School Loan Revolving Subfund	Totals
\$	\$ 1,385,871,069	\$ 1,385,940,936
		326,924
26,514		56,166,891
11,660,465	92,869,949	2,192,060,463
		152,906,502
1,865,000		211,595,075
		267,360,000
\$ 13,551,979	\$ 1,478,741,018	\$ 4,266,356,791
\$	\$ 766,999,607	\$ 766,999,607
		106,731,212
21,763,026		1,905,854,594
		3,358,313,451
\$ 21,763,026	\$ 766,999,607	\$ 6,137,898,864
\$ 35,315,005	\$ 2,245,740,625	\$ 10,404,255,655
\$ 0	\$ 1,418,221	\$ 17,593,915
\$ 19,589	\$ 1,687,060	\$ 85,918,628
	122,390,000	674,215,258
		76,138,880
		5,000,000
\$ 19,589	\$ 124,077,060	\$ 841,272,766
\$	\$ 772,390,000	\$ 5,128,433,408
\$ 0	\$ 772,390,000	\$ 5,128,433,408
\$ 19,589	\$ 896,467,060	\$ 5,969,706,174
\$	\$	\$ 1,913,772
\$	\$	\$ 3,087,875,804
35,295,416		35,295,416
	1,350,691,786	1,350,691,786
		(23,633,382)
\$ 35,295,416	\$ 1,350,691,786	\$ 4,450,229,624

Michigan Finance Authority

MUNICIPAL BOND FUND

COMBINING SUPPLEMENTAL SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

For the Fiscal Year Ended September 30, 2022

	Local Municipalities Subfund	State Revolving Subfund	
		Clean Water Program	Drinking Water Program
OPERATING REVENUES			
Federal revenue	\$	\$ 319,369	\$ 281,699
Interest revenue	154,214,757	37,667,307	10,125,164
Investment income	104,686	11,116,552	4,517,509
Miscellaneous	50,637		20,278
Total operating revenues	\$ 154,370,080	\$ 49,103,228	\$ 14,944,650
OPERATING EXPENSES			
Interest expense	\$ 149,073,891	\$ 24,362,588	\$ 5,101,907
Debt issuance costs	1,132,486		1,105,423
Other administrative expense	59,107	1,006,957	353,285
Total operating expenses	\$ 150,265,484	\$ 25,369,545	\$ 6,560,615
Operating income	\$ 4,104,596	\$ 23,733,683	\$ 8,384,035
NONOPERATING REVENUES (EXPENSES)			
Operating subsidies	\$	\$ 96,397,224	\$ 34,555,772
Program principal forgiveness, net		(17,915,786)	(21,562,202)
Grant expense			
Total nonoperating revenues	\$ 0	\$ 78,481,438	\$ 12,993,570
Income before transfers	\$ 4,104,596	\$ 102,215,121	\$ 21,377,605
TRANSFERS			
Transfers to other funds	\$ (42,958)	\$	\$
Total transfers	\$ (42,958)	\$ 0	\$ 0
Change in net position	\$ 4,061,638	\$ 102,215,121	\$ 21,377,605
Net position - Beginning of fiscal year	(27,695,020)	2,120,170,888	844,112,190
Net position - End of fiscal year	\$ (23,633,382)	\$ 2,222,386,009	\$ 865,489,795

Michigan Finance Authority

Strategic Water Quality Initiatives Subfund	School Loan Revolving Subfund	Totals
\$	\$	\$
608,235	9,723,365	212,338,828
73,376	12,485,748	28,297,871
		70,915
\$ 681,611	\$ 22,209,113	\$ 241,308,682
\$	\$	\$
	25,049,941	203,588,327
		2,237,909
23,029	1,784,622	3,227,000
\$ 23,029	\$ 26,834,563	\$ 209,053,236
\$	\$	\$
658,582	(4,625,450)	32,255,446
\$	\$	\$
2,300,000		133,252,996
		(39,477,988)
(1,852,728)		(1,852,728)
\$ 447,272	\$ 0	\$ 91,922,280
\$	\$	\$
1,105,854	(4,625,450)	124,177,726
\$	\$	\$
		(42,958)
\$ 0	\$ 0	\$ (42,958)
\$	\$	\$
1,105,854	(4,625,450)	124,134,768
34,189,562	1,355,317,236	4,326,094,856
\$ 35,295,416	\$ 1,350,691,786	\$ 4,450,229,624

West Branch Quilt Walk
1448 Jill Lynn Lane
West Branch, MI 48661

October 21, 2023

City of West Branch
121 N. 4th St.
West Branch, MI 48661

The Rifle River Quilt Guild and the West Branch Creative Arts Association wish to thank you for allowing us to use the council chamber room for our Quilt display and Boutique shop. We really appreciate the use of this space. It helps us keep our Quilt displays within walking distance for our fellow quilting visitors!

We are hoping to be able to use this space again next year. The dates of the 2024 Quilt Walk will be: October 3rd, 4th & 5th. We will make contact in the spring and fill out the appropriate paper work to secure the space.

Thank you for helping us make this a community event successful!

West Branch Quilt Walk Committee
Marcia Young/Elaine Brewer, co chairs

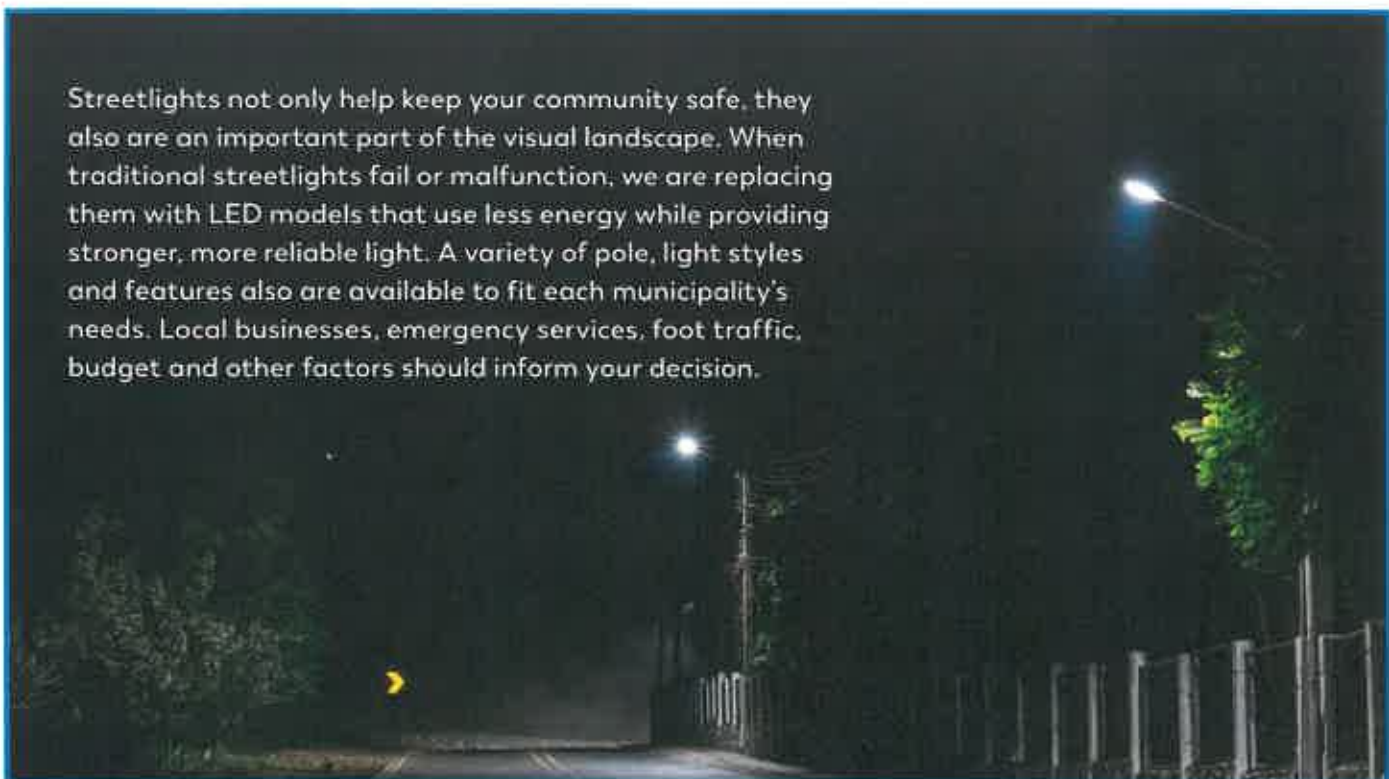


Lighting the Way

A guide to streetlights in your community

Consumers Energy Count on Us®

Streetlights not only help keep your community safe, they also are an important part of the visual landscape. When traditional streetlights fail or malfunction, we are replacing them with LED models that use less energy while providing stronger, more reliable light. A variety of pole, light styles and features also are available to fit each municipality's needs. Local businesses, emergency services, foot traffic, budget and other factors should inform your decision.



When you're ready to make a change,
give us a call at **800-805-0490**
and a project coordinator will help you
understand your options.

Free Adjustments:

If your streetlight fails and needs to be replaced, we will replace it. We can install shields to better direct lighting where it's needed, too.



Additional services with fees:

If your current streetlights are not in an ideal location, need different wattage or if you prefer changing to a different style, we can provide a customized quote to upgrade.

Temporary service disconnect is available at a discounted monthly rate. (minimum 6 months required)



Upgrading Your Streetlights



Post Top Lighting

What lighting style are you interested in?
Choose Post Top, Cobrahead or Mongoose.



Cobrahead or Mongoose Lighting

What wattage do you need?

A number of different wattage options are available. Before choosing, be sure to confirm if your area has a minimum wattage requirement.

Yellow (3000K temp.) LED Post Tops replacing failed HPS Post Tops (available starting January 2024)



White (4000K temp.) LED Post Tops replacing failed MV, MH, and White LED Post Tops



Cobrahead
NCO

HPS: 100W, 150W, 250W, 400W

Cobrahead
CO

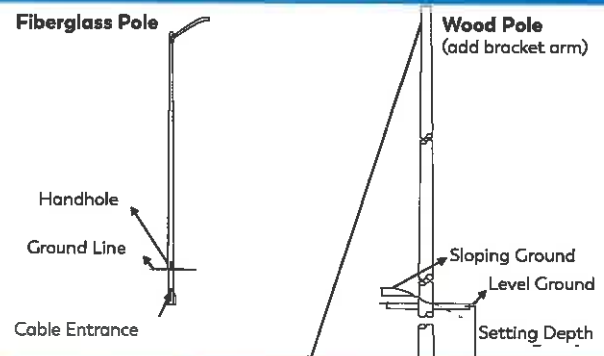
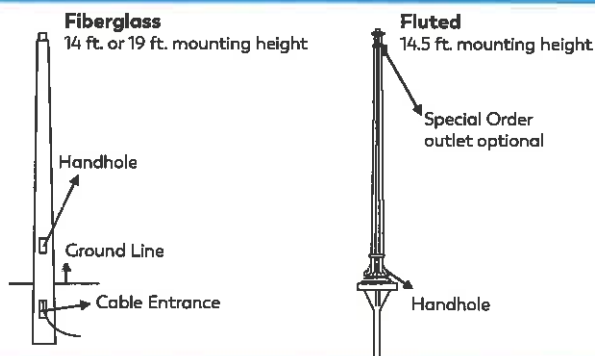
Mongoose
HPS: 250W, 400W
*no bracket needed

What type of light fixture do you want?

You have a choice of an open fixture (cutoff),
or an enclosed fixture (non-cutoff).

What type of pole would you like?

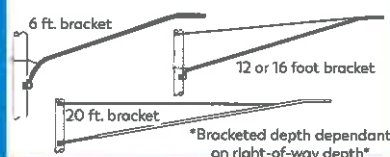
Select a fiberglass, fluted or wood (Cobrahead and Mongoose only) pole.
Special order steel poles are available by request.



Special Considerations to ask yourself:

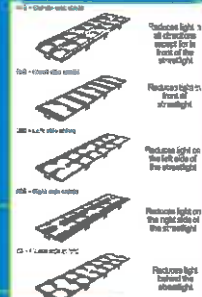
- Will we need an outlet on the pole?
- Will we want to put banners on the pole?
- Is the color important? Finish? Shape?
- How many banners will be on each pole?
- How much lead time can I accommodate?
- Are upfront costs affordable?

Wood Pole Brackets



STREETLIGHT SHIELD OPTIONS

Photo eye sensor with light sensor and 10' distance to pole. 10' distance to pole. 10' distance to pole. 10' distance to pole.



Streetlight Out?

Reporting an Issue Is as Easy as 1, 2, 3

A well-lit community is a safer community.
Our streetlight outage reporting tool makes reporting streetlight outages from your phone or computer easier than ever.

How to Report Streetlight Outages



Step 1:

Visit streetlights.consumersenergy.com

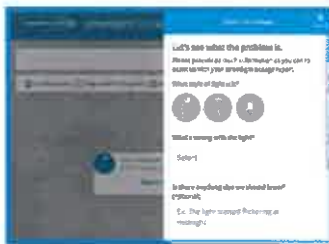
Then enable your location, enter the address, or pan and zoom the map to find the light in need of repair.



Step 2:

Select the Streetlight to Report

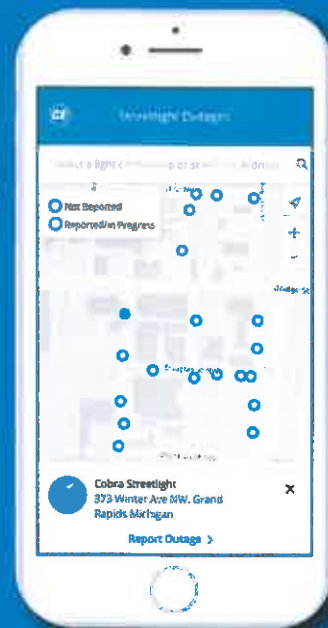
After selecting, click on "Report Outage." If you don't find the light on the map, you may add a streetlight at that location by clicking on the streetlight icon with a plus sign. We will look into whether that light is maintained by us. Uploading a photo of the light can help our team pinpoint the issue.



Step 3:

Add Details about the Streetlight Issue

Answer a few questions, provide your contact information and then click on "Submit Outage Report." Check the map anytime for status updates and to see other streetlight outages in your area.



For quick access
to the tool, scan
the QR code

We recommend using Microsoft Edge, Google Chrome or Safari browser.

Consumers Energy Count on Us®



121 North Fourth Street, West Branch, Michigan 48661
Phone 989-345-0500, Fax 989-345-4390, e-mail cityhall@westbranch.com
The City of West Branch is an equal opportunity provider, employer, and lender

APPLICATION FOR OPEN CITY BOARD OR COMMISSION POSITION

Application for: ZBA Board/Commission

Name Glenda Colclasure

Address 520 Morrison St

Phone 989-345-2185 (cell/phone)

Email _____

City Resident? Yes ☒ No _____ How Long? 25y +

Please list any previous City appointments or offices ZBA

Please list any relevant employment or professional activities Zoning Administrator
for Ogemaw for 10+ yrs

Other community affiliations/activities you feel would be a benefit to this position _____

Are you aware of the meeting schedule for this Board or Commission, and are you available to attend regularly scheduled meetings?

Aware of schedule? ☒ Yes _____ No _____ Can attend? ☒ Yes _____ No _____ Unsure _____


Why are you interested in serving of the City Board or Commission? I Love This
City and would like to contribute to keeping
it nice

What talents or experience would you bring to the position? _____

What are your primary interests in City Government and City services? _____

Please relate any special goals you may have for the City _____

Any other information you wish to provide for Mayor and Council consideration?
(If you need more room please feel free to use another piece of paper)


Signature

10/27/20
Date

Thank you for your interest in serving as a volunteer Board or Commission member.

Appointments to City Council advisory Board and Commissions are nominated by the Mayor and confirmed by consent of the City Council. If you are applying for a specific and currently open position, you will be notified of City Council's decision once it is made.

Upon appointment, you will be required to stop by City Hall to complete a W-4, MI W-4 and an I-9 form along with supplying a copy of your driver's license and social security card or a copy of your passport.

**CITY OF WEST BRANCH
CITY COUNCIL MEETING
NOVEMBER 6, 2023**

PLEASE TAKE NOTICE that the West Branch City Council meeting scheduled for Monday, November 6, 2023 at 6:00 pm will be conducted both in person and virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 pandemic.

Public comment will be handled by the "Raise Hand" method as instructed below within Participant Controls.

To comply with the Americans with Disabilities Act (ADA), any citizen requesting accommodation to attend this meeting, and/or to obtain this notice in alternate formats, please contact the City Clerk by phone at (989) 345-0500 from 8:00 am-4:30 pm Monday- Friday or by email at clerk@westbranch.com, at least five business days prior to the meeting.

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touch-tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provided below. The details include a link to "**Join via computer**" as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

2. At the start time of your meeting, enter the link to **join via computer**. You may be instructed to download the Zoom application.
3. You have an opportunity to test your audio at this point by clicking on "Test Computer Audio." Once you are satisfied that your audio works, click on "Join audio by computer."

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touch-tone (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your 2-digit participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen, you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View Participant list – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” shows the active speaker. “Gallery view” tiles all of the meeting participants.

Meeting Information:

Topic: West Branch City Council Meeting

Time: Nov 6, 2023 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87244398778?pwd=cUxNOFRNQWILS2RhOW5JM0hmUUtqUT09>

Meeting ID: 872 4439 8778

Passcode: 723942

One tap mobile

+13092053325,,87244398778#,,,,*723942# US

+13126266799,,87244398778#,,,,*723942# US (Chicago)

Dial by your location

- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)

Meeting ID: 872 4439 8778

Passcode: 723942

Find your local number: <https://us02web.zoom.us/j/kcE9Ekxi9n>