

AGENDA

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD IN PERSON AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, MAY 20, 2024, 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-Gambrel 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
- V. Public hearing
- VI. Additions to the agenda
- VII. Public comment on agenda items only (limited to 3 minutes)
- VIII. Bids
 - A. General road repair bids
 - B. Seasonal blight mowing and trimming bids
 - C. Sole Source Vendor Request – Tax Assessor
 - D. Sole Source Vendor Request – Fourth St. Bridge repair engineering
- IX. Unfinished Business
 - A. Sidewalk Café Regulations
- X. New Business
 - A. Bills
 - B. Resolution 24-15 2024/2025 Budget
 - C. Personnel Policy Manual Amendments
 - D. Resolution 24-16 Tax Liens
 - E. Resolution 24-17 Buccilli's Pizza Sidewalk Café
 - F. Special Event – Midnight Madness Under the Lights Tournament
 - G. Special Event – Rock N 4 Hope
 - H. Bench donation
- XI. Approval of the minutes and summary from the regular meeting held May 6, 2024
- XII. Consent Agenda
 - A. Treasurer's Report and Investment Summary

- B. West Branch Police Department April 2024 report
- C. Minutes from the Ogemaw Housing Advisory Committee meeting held April 23, 2024

XIII. Communications

- A. Consumers Energy - Foundation for a More Resilient Future
- B. Consumers Energy – Reliability Roadmap News Release

XIV. Reports

- A. Mayor
- B. Council
- C. Manager
 - 1. Water plant road name
- D. Atty: Meihn

XV. Public comment any topic

XVI. Adjournment

UPCOMING MEETINGS-EVENTS

May 21 Summer Music Series 4:00 pm
May 27 City Hall Closed
May 28, DDA 12:00 pm
May 28 MTA Klacking Twp 6:00 pm
May 29 WWTPA 2:30 pm
June 3 City Council 6:00 pm
June 5 NCMCF 7:30 am
June 10 Recreation Committee 6:00 pm
June 11 Planning Commission 6:00 pm
June 17 City Council 6:00 pm
June 19 Airport Board 12:15 pm
June 20 Housing Advisory Board 12:00 pm
June 25 DDA 12:00 pm

Next Meeting-June 3, 2024

Request for Bids/Proposals

The City of West Branch is seeking sealed bids/proposals for the following road repair services:

(A) General Road Repair and Asphalt Patchwork

- The City of West Branch requests bids on asphalt patchwork as follows
- Contractor prepares surface for paving.

1. Patch work for the season (May thru November) price per sq. ft. @ 2" thick:

Up to 250 sq. ft. \$ _____ over 250 sq. ft. \$ _____

2. Patch work for the season (May thru November) price per sq. ft. @ up to 3" thick:

Up to 250 sq. ft. \$ _____ over 250 sq. ft. \$ _____

Bids Due: May 16, 2024 at 12:00 pm

Bids stating "General Road Repair" on the envelope may be mailed, or delivered in person during regular business hours (Monday - Friday, 8:00 a.m. - 4:30 p.m.) to West Branch City Hall, 121 N. 4th St., West Branch, MI 48661. Further details regarding the above RFP can be obtained by contacting DPW Superintendent Mike Killackey at 989-965-4982 or by contacting City Hall at 989-345-0500 and asking for City Manager John Dantzer.

Pricing for all bids submitted is deemed valid for a period of 90 days, unless indicated otherwise on the bid documents.

Bids will be opened on May 16, 2024 at 12:00 pm in the Council Chambers of West Branch City Hall, located at 121 N. 4th St., West Branch, MI, 48661.

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- Contractor prepares surface for paving.

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Up to 250 sq. ft. \$ 5.00 over 250 sq. ft. \$ 3.75

2. Patch work for the season (May thru November) price per sq. ft. @ up to 3" thick:

Up to 250 sq. ft. \$ 5.25 over 250 sq. ft. \$ 4.25

Bids Due: May 16, 2024 at 12:00 pm

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Mid-Michigan Asphalt Paving

P. O. Box 849

West Branch, MI 48661

989-345-2437

Mma Paving@gmail.com

General Road Repairs

RECEIVED
MAY 03 2024
BY: GR 4:45

Hodgins Asphalt Paving Inc.

Request for Bids/Proposals

The City of West Branch is seeking sealed bids/proposals for the following road repair services:

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- Contractor prepares surface for paving.

1. Patch work for the season (May thru November) price per sq. ft. @ 2" thick:

Up to 250 sq. ft. \$ 5.05 over 250 sq. ft. \$ 3.20

2. Patch work for the season (May thru November) price per sq. ft. @ up to 3" thick:

Up to 250 sq. ft. \$ \$5.47 over 250 sq. ft. \$ 3.68

Bids Due: May 16, 2024 at 12:00 pm

Bids stating "General Road Repair" on the envelope may be mailed, or delivered in person during regular business hours (Monday - Friday, 8:00 a.m. - 4:30 p.m.) to West Branch City Hall, 121 N. 4th St., West Branch, MI 48661. Further details regarding the above RFP can be obtained by contacting DPW Superintendent Mike Killackey at 989-965-4982 or by contacting City Hall at 989-345-0500 and asking for City Manager John Dantzer.

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Hodgins Asphalt Paving Inc.

PO Box 720

West Branch, MI 48661

PROPOSAL

DATE	ESTIMATE NO.
4/24/2024	69607367535

hodginsasphalt@yahoo.com

989-345-0326

NAME / ADDRESS

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

www.hodginsasphalt.com

DESCRIPTION

Patchwork repair work for the 2024 season.

Asphalt paving patch work up to 250 sq. ft. @ 2" depth

Saw cutting where needed

Removal of existing asphalt

Gravel/grading and compacting

Pave 2" depth with 13A bituminous mix

\$5.05/sq. ft.

Asphalt paving patch work over 250 sq. ft. @ 2" depth

Saw cutting where needed

Removal of existing asphalt

Gravel/grading and compacting

Pave 2" depth with 13A bituminous mix

\$3.20/sq. ft.

Asphalt paving patch work up to 250 sq. ft. @ 3" depth

Saw cutting where needed

Removal of existing asphalt

Gravel/grading and compacting

Pave 1.5" base course and 1.5" top course with 13a bituminous mix

Apply tack coat to contact joints

\$5.47/sq. ft.

Asphalt paving patch work over 250 sq. ft. @ 3" depth

Saw cutting where needed


Removal of existing asphalt

Gravel/grading and compacting

Pave 1.5" base course and 1.5" top course with 13A bituminous mix

\$3.68/sq. ft.

Authorized Signature:



MDOT Prequalified #06585

Fully Insured/Bonded

Thank you for allowing our company to bid this project

TOTAL

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

Signature: _____



HODGINS ASPHALT PAVING INC.

P.O. Box 720 • 1659 S. Dow Road
West Branch, Mi 48661

City of West Branch
General Road Repair
Due: 05/16/24 12:00 PM

RECEIVED
APR 25 2024
By: *AK-QK.S*



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

Clerk Lori Ann Clover and office assistant Rob Romps were on hand for the opening of the following bids on 5/16/24 at 12:00 pm.

1. General Road Repair

Hodgins Asphalt Paving Inc.

Patch work for the season (May thru November)

Price per sq. ft. @ **2" thick:**

Up to 250 sq. ft. \$5.05

over 250 sq. ft. \$3.20

Price per sq. ft. @ **3" thick:**

Up to 250 sq. ft. \$5.47

over 250 sq. ft. \$3.68

Mid-Michigan Asphalt Paving

Patch work for the season (May thru November)

Price per sq. ft. @ **2" thick:**

Up to 250 sq. ft. \$5.00

over 250 sq. ft. \$3.75

Price per sq. ft. @ **3" thick:**

Up to 250 sq. ft. \$5.25

over 250 sq. ft. \$4.25

2. City Wide Lawn Mowing

No bids were received

**CITY OF WEST BRANCH
REQUEST FOR PROPOSALS**

The City of West Branch is seeking bids for the 2024 Seasonal Mowing and Trimming of lots that are in Violation of the City Ordinance. Bids must be submitted at a cost per lot.

Sealed bids clearly marked "Mowing Bids" may be received via mail or in person during regular business hours (Monday-Friday 8:00 am-4:30 pm) at City Hall, 121 N. Fourth St., West Branch, MI 48661 by Thursday, May 16 2024 at noon and will be opened publicly immediately thereafter in the Council Chambers of City Hall. The awarding of the bid will take place during the City Council meeting scheduled for May 20 at 6:00 pm. All businesses submitting bids must be insured. If you have any other questions, you can contact City Manager John Dantzer at City Hall at (989) 345-0500 or by email at citymanger@westbranch.com.

All bids are good for 90 days unless indicated otherwise by bidder. City Council has the right to accept or reject any or all bids.

Sole Source Vendor Exception Requests

5/20/24

Pursuant to § 33.09 SOLE SOURCE VENDORS, "Supplies, materials, equipment and services may be purchased without formal bidding when the City Manager demonstrates in writing to the City Council that there is only one practical source for the supply, material, equipment or service."

In this instance, City Manager John Dantzer is requesting that the City Council forego formal bidding and approve the selection of "MVW & Associates" as the City Assessor for the City of West Branch and approve the "Assessor Agreement" submitted by MVW & Associates" for the 2024/2025 fiscal year, for the following reasons:

- There is only one practical source for the provision of Assessor services for the current fiscal year, due to the fact that the current City Assessor, Jim VanWormer of MVW & Associates, has completed an entire reassessment of the City making him extremely qualified to deal with City property issues.
- The service provided by MVW & Associates has been excellent which was evidenced by receiving a perfect score at the most recent assessing audit from the State.
- The last time two times formal bidding was conducted, MVW & Associates was the only bidder that submitted a bid.
- The contract submitted by MVW & Associates for the 2024/2025 fiscal year only contained a small price increase of \$50 per month from the previous year.

Thank you.

City Manager John Dantzer

AGREEMENT

THIS AGREEMENT made this 1st day of July 2024, by and between CITY OF WEST BRANCH (hereinafter referred to as City) and MVW and ASSOCIATES, INC. (hereinafter referred to as ASSESSOR), whereby the parties hereto agree as follows.

ARTICLE I

Section 1. The Assessor shall comply with the provisions of the Michigan General Property Tax Act, as amended, pertaining to assessors and assessments.

Section 2. The Assessor shall use the Assessors Manual as a guideline when assessing.

Section 3. The Assessor shall consult with the county Equalization Director to establish a tax base so as to avoid the levy of a factor by the county Equalization Director or the State.

Section 4. The Assessor shall keep all records up to date and have them available for inspection at all times.

Section 5. The Assessor shall annually maintain land value rates and economic condition factors.

Section 6. The Assessor shall prepare all splits and combinations of property.

Section 7. The Assessor shall process all deeds for sales studies and make necessary changes on assessments records.

Section 8. The Assessor shall work appraisals on, and therefore assess new construction subject to ad valorem taxation within the City.

Section 9. The Assessor shall process all personal property statements and audits, if any, pertaining to same.

Section 10. The Assessor shall notify, by First Class Mail, all taxpayers whose assessment and or taxable value that has been increased over the previous year. This should be done at least (14) calendar days prior to the March Board of Review.

Section 11. The Assessor shall be required to devote the time necessary to perform the duties herein in a proper manner.

Section 12. The Assessor is not authorized to make any purchases or charge any expenditures to the City without prior approval of the City Manager or its representative.

Section 13. The Assessor shall share equal time with the City/Townships for all Board of Reviews that are covered under this agreement.

Section 14. The assessor shall attend all Tax Tribunal Hearings.

Section 15. In representing the City at Board of Review meetings, Tax Tribunal Hearings/Meetings, and other meetings with the citizens, the assessor shall act in a professional and polite manner at all times.

ARTICLE II
DUTIES OF THE CITY OF WEST BRANCH

Section 17. The City shall compensate MVW and Associates, Inc. at a monthly rate of \$1,050.00 which shall be paid by the 1st Tuesday of each month.

Section 18. The City shall compensate the Assessor for the reappraisal of parcels, per cities request, rate of \$20.00 per residential property and \$27.00 per commercial/industrial property for completing the 20% yearly property inspection per state tax commission recommendation, which shall be paid monthly as billed by MVW and Associates, Inc.

Section 19. The City shall retain ownership of all the materials, files, and records pertaining to real and personal property assessments within the City.

Section 20. The City shall furnish all materials and supplies needed by the Assessor to perform his/her duties.

ARTICLE III
CONTRACTOR

Section 21. It is the understanding of both parties that the Assessor shall be and independent contractor and, as such, shall be responsible for all taxes, withholdings, self-employment tax and, liability and any other bonds that maybe required in the performance of his/her duties.

ARTICLE IV
TOTAL AGREEMENT

Section 22. It is the intent of the parties that the provisions of the Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of employment, rights, or claims, which may be asserted by either party.

ARTICLE V
DURATION

Section 19. This agreement shall remain in full force and effect until 12:01 am. June 30, 2025 and may be renewed annually if so agreed by both parties.

IT IS SO AGREED-

X

James L. VanWormer
Vice President, MVW & Associates, INC.

X

John Dantzer
Manager, City of West Branch

Sole Source Vendor Exception Requests

5/20/24

Pursuant to § 33.09 SOLE SOURCE VENDORS, “Supplies, materials, equipment and services may be purchased without formal bidding when the City Manager demonstrates in writing to the City Council that there is only one practical source for the supply, material, equipment or service.”

In this instance, City Manager John Dantzer is requesting City Council forego formal bidding and approve the selection of Spicer Group for the 4th street City pedestrian bridge evaluation and drawings for the following reasons.

- Spicer Group is currently the engineering firm in charge of and responsible for our annual bridge reporting.
- The State while conducting a bridge audit found an issue with the pedestrian crossing on the bridge at N. Fourth St. requiring it to be shut down until an engineering evaluation can be done requiring review to be done as quickly as possible.
- Spicer Group has a representative at the State bridge audit so they know exactly what the State is wanting for repairs.



May 14, 2024

John Dantzer
City of West Branch
121 North Fourth Street
West Branch MI 48661

RE: Design of 4th Street Pedestrian Bridge Replacement

Dear Mr. Dantzer:

We are pleased to submit this proposal to provide engineering services for the above-referenced project.

Understanding of Project

Spicer Group has been requested to provide a proposal to do a structural design and detail drawing of a pedestrian bridge on Fourth Street in the City of West Branch. The vehicular bridge and the pedestrian bridge are two separate structures that share a substructure with the vehicular bridge being a steel plate culvert and the pedestrian bridge being a separate steel I beam structure with a sidewalk over top. The steel I beam structure is in critical condition and needs to be replaced.

The structural design will include designing the layout of the pedestrian bridge, completing a cost estimate for the best bridge superstructure, and designing the superstructure and any changes necessary to the substructure.

We are pleased to provide you with a proposal for our services as outlined in this letter agreement.

Scope of Professional Services

Spicer's proposed services follow. They are phased to reflect the orderly and reasonable progress of the project and unless otherwise directed by you, we will only proceed from one phase to the next with your concurrence and approval. This proposal will remain valid for 90 days.

1. During the Design phase, we will:
 - Create a drawing showing the layout of the proposed sidewalk pedestrian bridge.
 - Coordinate with manufacturers for superstructure costs.
 - Create a cost estimate for the best superstructure option for replacement.
 - Finalize drawing and details for the bridge.
 - Coordinate with West Branch for a final review of the design.
 - Submit final drawings to West Branch.

Additional Services

Additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

Fee Schedule

Our proposed fee schedule follows. We will submit monthly invoices to you for our professional services including any additional authorized services or reimbursable expenses. Unless other payment arrangements are made, we will include any of our project subconsultant's costs on our invoice including a 10% fee to cover taxes, administration, and insurances. The project will be billed as time and materials at our standard hourly rate.

1. Design Phase	Standard Hourly Rate estimated at:	\$4,400
TOTAL		\$4,400

We have calculated these fees based on our understanding of the project. Should we approach the amount of the fee for any reason before we are finished with the work, if the scope changes or our understanding was incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

If this proposal meets your approval, please acknowledge this approval with an authorized signature below and return the enclosed copy to us. Upon receipt we will start the project promptly and would expect to be completed with the scope of work on the schedule outlined.

We deeply appreciate your confidence in Spicer, and we look forward to working with you on this project.

Sincerely,



Richard D. Kathrens, P.E.
Principal



Daniel P. Zeddies, P.E.
Project Manager

SPICER GROUP, INC
230 S. Washington Avenue
Saginaw, MI 48607
Phone: (989) 245-1468
mailto: danielz@spicergroup.com

Cc: SGI File 136619SG2024

Above proposal accepted and approved
by Owner.

CITY OF WEST BRANCH

By: _____
Authorized Signature

Date: _____

GENERAL CONDITIONS ATTACHED TO LETTER AGREEMENT

SECTION 1

1.1 Preamble. This agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the OWNER and the PROFESSIONAL, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

1.2 Ownership of Instruments of Service. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the PROFESSIONAL as instruments of service shall remain the property of the PROFESSIONAL. The PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyright thereto.

1.3 Covenant not to Hire. OWNER agrees that during the term of this agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by the PROFESSIONAL in the performance of this agreement.

1.4 Standard of Care. Service performed by PROFESSIONAL under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

1.5 Defects in Service. OWNER and OWNER's personnel, contractors and subcontractors shall upon discovery promptly report to PROFESSIONAL any defects or suspected defects in PROFESSIONAL's work, in order that PROFESSIONAL may take prompt, effective measures which in PROFESSIONAL's opinion will minimize the consequences of a defect in service. PROFESSIONAL shall not be responsible for additional costs due to any tardiness in reporting defects in service.

1.6 Reimbursable Expenses mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

1.7 Standard Hourly Rates used as a basis for payment mean those rates in effect at the time that the work is performed, for all PROFESSIONAL's personnel engaged directly on the Project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the PROFESSIONAL and the PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the OWNER and anyone claiming by or through the OWNER, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the PROFESSIONAL under this Agreement, or the total amount of \$100,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 Indemnification. The PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or PROFESSIONAL or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 Severability. Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 Survival. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.12 Betterment. If, due to the PROFESSIONAL's negligence, a required item or component of the Project is omitted from the PROFESSIONAL's construction documents, the PROFESSIONAL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

1.13 Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the PROFESSIONAL agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The OWNER and the PROFESSIONAL further agree to include a similar mediation provision in all agreements with independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

1.14 Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the PROFESSIONAL may call for renegotiation of appropriate portions of this Agreement. The PROFESSIONAL shall notify the OWNER of the changed conditions necessitating renegotiation, and the PROFESSIONAL and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions.

1.15 Hazardous Materials. Both parties acknowledge that the PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the PROFESSIONAL or any other party encounters any hazardous or toxic materials, or should it become known to the PROFESSIONAL that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the PROFESSIONAL's services, the PROFESSIONAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate PROFESSIONAL's or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

SECTION 2

2.1 Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

2.2 Governing Law & Jurisdiction. The OWNER and the PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

2.3 Billing and Payment Terms. *Payment Due:* invoices shall be submitted by the PROFESSIONAL (monthly) are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by the PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.4 Suspension of Services. If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the PROFESSIONAL may suspend performance of service upon ten (10) calendar days' notice to the OWNER. The PROFESSIONAL shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER the PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the PROFESSIONAL to resume performance. *Termination of Services:* If the OWNER fails to make payment to the PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the PROFESSIONAL. *Set-off, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the OWNER unless agreed to in writing by the PROFESSIONAL. Payment to the PROFESSIONAL for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

2.5 Collection of Costs. In the event legal actions necessary to enforce the payment terms of this Agreement, the PROFESSIONAL shall be entitled to collect from the OWNER any judgement or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the PROFESSIONAL in connection therewith and, in addition, the reasonable value of the PROFESSIONAL's time and expenses spent in connection with such collection action, computed according to the PROFESSIONAL's prevailing fee schedule and expense policies.

2.6 Delays. The OWNER agrees that the PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond the PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PROFESSIONAL to perform its services in an orderly and efficient manner, the PROFESSIONAL shall be entitled to an equitable adjustment in schedule and/or compensation.

2.7 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, the OWNER agrees that all such electronic files are instruments of service of the PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of the PROFESSIONAL. The OWNER further agrees to waive all claims against the PROFESSIONAL resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the PROFESSIONAL.

The OWNER and the PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either the OWNER or the PROFESSIONAL are subject to review and acceptance by the other party. Additional services by the PROFESSIONAL made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants (collectively, Professional) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the PROFESSIONAL or from any reuse of the electronic files without the prior written consent of the PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the PROFESSIONAL, and the PROFESSIONAL makes no warranties, either expressed or implied, or merchantability and fitness for any particular purpose. In no event shall the PROFESSIONAL be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

2.8 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, the OWNER understands that the PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PROFESSIONAL's opinions of probable construction costs are made on the basis of the PROFESSIONAL's judgement and experience. The PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PROFESSIONAL's opinion of probable construction costs.

SECTION 3

3.1 Client Requested Substitutions. Upon request by the OWNER, the PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. The PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by the PROFESSIONAL with those of the PROFESSIONAL's subconsultants and the OWNER's consultants, as Additional Services. The PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.2 Design Without Construction Administration. Unless Authorized, it is understood and agreed that the PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the PROFESSIONAL that may be in any way connected thereto.

3.3 Record Drawings. If authorized by the Agreement, upon completion of the Work, the PROFESSIONAL shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the PROFESSIONAL shall assume will be reliable, the PROFESSIONAL cannot and does not warrant their accuracy.

3.4 Contingency Fund. The OWNER and the PROFESSIONAL agree that certain increased cost and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the PROFESSIONAL and, therefore, that the final construction cost of the Project may exceed the estimated construction cost. The OWNER agrees to set aside a reserve in the amount of 10 percent of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

3.5 Code Compliance. The PROFESSIONAL shall put forth reasonable professional effort to comply with applicable laws, codes and regulations in effect as of the date of (submission to building authorities). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the PROFESSIONAL to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

3.6 Statutes of Repose and Limitation. All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run no later than the date of Substantial Completion. If the act or failure to act complained of occurred after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the PROFESSIONAL's services are completed or terminated.

3.7 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of the existing structures requires that certain assumptions be made by the PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without the OWNER's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the OWNER agrees to bear all costs, losses and expenses, including the cost of the PROFESSIONAL's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

3.8 Construction Observation. The PROFESSIONAL shall visit the site if authorized at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the PROFESSIONAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the PROFESSIONAL, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the PROFESSIONAL shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by the PROFESSIONAL as Additional Services in accordance with the terms of this Agreement.

The PROFESSIONAL shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the contractor in accordance with the Contract Documents.

The PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The PROFESSIONAL does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

3.9 Jobsite Safety. Neither the professional activities of the PROFESSIONAL, nor the presence of the PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies, the PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the PROFESSIONAL and the PROFESSIONAL's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

3.10 Right of Entry. OWNER shall provide for PROFESSIONAL's right to enter from time to time property owned by OWNER and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

These General Conditions shall be attached to and made part of the Agreement between Spicer Group, Inc. (PROFESSIONAL) and the Owner, Dated _____.

Sec. 15-485. Sidewalk cafés.

(a) Intent.

(1) In the interest of promoting business by increasing activity and improving the general business climate, the city manager or zoning administrator may issue revocable permits to a business to operate a sidewalk or outdoor café as an extension of or compatible with the existing business on a portion of city sidewalk or alley adjacent to the business. The permit may be issued under the following terms and conditions:

(2) The sidewalk café will not:

- a. Interfere with the use of the street, sidewalk, or alley for vehicular or pedestrian traffic.
- b. Unreasonably interfere with the view of, access to, or use of property adjacent to the street or alley.
- c. Reduce any sidewalk width to a total of less than six feet.
- d. Interfere with street, sidewalk, or alley cleaning or snow removal activities.
- e. Cause damage to the street, sidewalk, alley, trees, benches, landscaping or other objects lawfully located thereon.
- f. Cause a violation of any state or local law.
- g. Be principally used for off-premises advertising.
- h. Be attached to or reduce the effectiveness of or access to any utility pole, sign or other traffic control device.
- i. Cause increased risk of theft or vandalism.
- j. Be adjacent to property zoned exclusively for residential purposes.

(b) *Certificate of liability.* Prior to the issuance of a sidewalk café permit, the applicant shall provide the city with a certificate of liability insurance in an amount to be determined by the city. The certificate of insurance must be in effect for at least the period of the permit to be issued. The city shall be named as an additional insured on the business owner's liability insurance policy.

(c) *Hold harmless.* The business shall, by written agreement with the city, indemnify and hold harmless the city from all claims or damages incident to the establishment and operation of a sidewalk café.

(Ord. of 12-16-2019, § 7.20)

MDOT Permit Information – Sidewalk Cafes

Public Act (PA) 300 of 1949, as amended, entitled the Motor Vehicle Code Section 676a was amended to broaden MDOT's ability to permit the use of state highway Right-of-Way for the purposes of establishing sidewalk cafes. Permit applicants may be granted an individual permit, subject to the following requirements:

- The business applying for a permit shall occupy private property located adjacent to the site requested for the duration of the permit.
- The municipality, having jurisdiction over the site, shall pass a resolution authorizing the use requested in the application. The municipality shall also agree to enforce compliance with each MDOT sidewalk café permit within their jurisdiction. MDOT may request the resolution be reaffirmed on an annual basis, but is not required.
- The issuance of a permit shall not confer any property right.
- The permitted activity shall not block, obstruct, or impede vehicular or pedestrian traffic.
- The permit may be limited or revoked if a permit holder conducts activities that create an unsafe situation or interferes with transportation along the state highway Right-of-Way, or if the permit holder is in violation of the conditions of the permit.

Note: After the issuance of the initial permit, subsequent permit applications shall be submitted and issued as annual permits.



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

SIDEWALK CAFÉ PERMIT APPLICATION

Property Owner: _____

Mailing address: _____

Phone Number: _____

Project Address: _____

Please include a site sketch as per the included instructions.

Applicant Signature: _____

Date: _____

For office use only

Council Action: Date _____ Approved _____ Denied _____

Permit No. _____



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Subject: Sidewalk Café Permit

Thank you for your interest in adding to our community by providing a positive contribution to our outside dining environment! Enclosed are sidewalk café guidelines and a permit application to occupy a portion of adjacent City right-of-way to place tables and chairs in conjunction with selling and consuming food and/or alcohol. This permit is available April 1 until November 1 of each year.

The City of West Branch Zoning Code, Section 15-485 as well as Public Act 300 of 1949, as amended, outlines the requirements for operating a sidewalk café. These requirements are as follows:

- The applicant for the permit must occupy property located adjacent to the site requested for the duration of the permit.
- The sidewalk café will not interfere with the use of the street, sidewalk, or alley or vehicular or pedestrian traffic.
- The sidewalk café will not unreasonably interfere with the view of, access to, or use of property adjacent to the street or alley.
- The sidewalk café will not reduce any sidewalk to a total of less than 6'.
- The sidewalk café will not cause damage to the street, sidewalk, or alley or restrict cleaning or snow removal activities.
- The sidewalk café will not cause a violation of any State or local law.
- The sidewalk café will not be principally used for off premise advertising.
- The sidewalk café will not be attached to or reduce the effectiveness of or access to any utility pole, sign, or other traffic device.
- The sidewalk café will not cause an increased risk of theft or vandalism.
- If the permit is requested on an MDOT road, the permit must be accompanied by a resolution of City Council authorizing the requested use.
- The issuance of a permit shall not confer any property rights.
- The permit may be limited or revoked if a permit holder conducts activities that create an unsafe situation or interferes with transportation, or if the permit holder is in violation of the conditions of the permit.

A representative from the City Hall may contact you to set up an on-site inspection of your Sidewalk Café.

We hope this information is helpful. The City of West Branch looks forward to working with you to compliment the dining experience in West Branch! Should you have any questions, please feel free to contact the City Clerk at (989) 345-0500 or by email at clerk@westbranch.com.



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These guidelines are not intended to substitute the ordinance, and may not contain all provisions as noted in the ordinance. All applicants should familiarize themselves and adhere to the West Branch City Zoning Ordinances Sections 15-485 and Public Act 300 of 1949, as amended.

Definition

A *Sidewalk Café* is any group of tables, chairs, or other seating fixtures and all associated items placed within City or State right-of-way and intended for the purpose of consumption of food or beverage by patrons, when such is located adjacent to a food or beverage service establishment having the same operator.

Purpose

Sidewalk Cafés contribute to a vibrant urban culture and make the streets of West Branch more dynamic places to walk, socialize, and dine. Sidewalk Cafés are temporary dining areas that occupy part of the public right-of-way during dining establishment hours. Sidewalk cafés enhance the public realm and motivate City and regional residents to patronize West Branch's eating establishments. This document is a guide to creating temporary sidewalk cafés that are safe and attractive to the restaurant patrons and pedestrians.

Unobstructed Pedestrian Passage Requirements/Clear Zone

All sidewalk cafés must allow for a minimum six-foot unobstructed pedestrian passage way on the sidewalk. No element of the sidewalk café, including umbrellas, planters, barriers, trash cans, or signage may obstruct the pedestrian passage way. Light poles, trees, wells, fire hydrants, and other items may not fall within the pedestrian path allowed between the curb and the leading edge of the sidewalk café. It is important that you work with the City to assure you are meeting the requirements for a minimum six-foot pedestrian passage way on the sidewalk.

Serving Alcohol

In every case where alcoholic beverages are being served and sold, a one square foot sign must be posted in a prominent location that indicates "No Beverages beyond the Barrier of this Sidewalk Café." A copy of this sign shall be attached to the application. Sidewalk Cafes serving alcohol must also be designed and operated in accordance with Michigan Liquor Control Commission (LCC) requirements. *Please determine the applicable requirements before preparing or submitting your Sidewalk Café Application Form by contacting the LCC office at: 1-866-813-0011.*

Insurance Coverage

All Sidewalk Café applicants are required to provide a certificate of General Liability in the amount of \$1 Million per occurrence, naming the City of West Branch as additional insured.



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For those Sidewalk Café applicants who are requesting permission to sell and serve alcohol, you are required to provide Liquor Liability coverage in the amount of \$1 Million per occurrence, also naming the City of West Branch as additional insured.

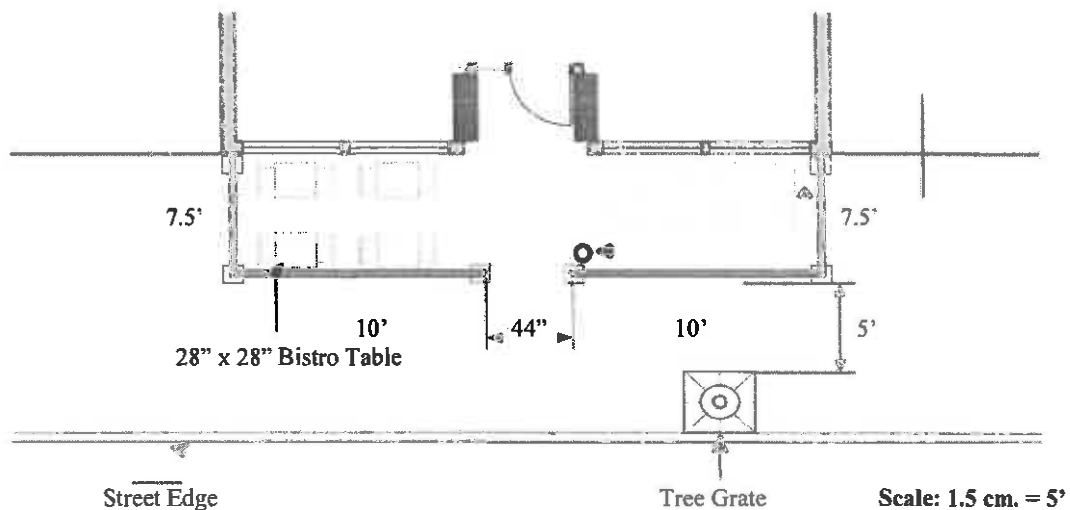
Site Plan

A site plan drawn to scale depicting the measurements and elements of your Sidewalk Café must accompany all Sidewalk Café applications. The site plan should be no larger than 11" x 17," clearly drawn with an accurate scale. The site plan shall depict the dimensions and placement within the sidewalk café of the following:

- Tables and Chairs
- Planters
- Wait-staff booths
- Trash cans
- Any other items within the sidewalk café

If a site plan is deemed unacceptable by any approving department, the Sidewalk Café application will not be approved until required adjustments are made.

See Sample Site Plan Below





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Required Right-of- Way Permit and Barriers

If you are planning to anchor any element of the café to the sidewalk, it is important that you work with the City to start the process of obtaining a right-of-way permit. No anchoring system shall be installed into the City's sidewalk without prior approval. *Failure to abide by this may cause for the installer to be responsible for the repairs to the sidewalk.*

Renewal of Permit

Sidewalk Café Permits are valid from April 1 to November 1 of each year, and must be renewed annually. If you wish to renew your permit and had two or more violations in previous permit year, the City is unable to renew your permit.

On-Site Inspection

After your application has been submitted, a representative from City Hall may contact you to set up an on-site inspection of your sidewalk café.

More Information

For more information, visit www.westbranch.com. At this website, applicants can access the ordinance sections pertaining to Sidewalk Cafés, the application packet, and contact information for all City Departments involved in approving Sidewalk Café applications.



Phone 989-345-0500, Fax 989-345-4390, e-mail clerktreasurer@westbranch.com
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Hold Harmless Agreement

To the fullest extent permitted by law, _____, agrees to defend, pay on behalf of, indemnify, and hold harmless the City of West Branch, its elected and appointed officials, employees and volunteers and others working in behalf of the City of West Branch against any and all claim, demands, suits, or loss, including all cost connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of West Branch, its elected and appointed officials, employees, volunteers or others working in behalf of the City of West Branch, by reasons of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the use of City sidewalk for an outdoor café.

Name

Signature

Date

Name

Signature

Date

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

<i>BILLS AS OF 5/17/24</i>	<i>\$490,731.49</i>
<i>Additions to Bills as of</i>	<i>\$</i>
<i>Paid but not approved</i>	<i>\$125.00</i>
TOTAL BILLS	\$490,856.49

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

Vendor Name	Amount	Description
ACME SPORTS INC	4,802.00	POLICE GUNS
APEX SOFTWARE	285.00	ASSESSING SOFTWARE ANNUAL
BBC DISTRIBUTING	82.26	WWTP SUPPLIES
CHARTER COMMUNICATIONS	819.85	PHONES & INTERNET
COLUMN SOFTWARE PBC	90.37	AD
CONSUMERS ENERGY	100.00	LAND RENT LEASE
DO ALL INC	790.25	RECYCLING APRIL
ELHORN ENGINEERING COMPANY	1,055.00	WATER SUPPLIES
GFL ENVIRONMENTAL	12,791.33	RECYCLING
HAVILAND	308.50	WWTP SUPPLIES
MEDLER ELECTRIC CO	160,076.51	LIGHTS
MERCANTILE BANK	26,050.21	LOAN PMT ON 6292
MESSA	20,586.15	INSURANCE JUNE
MESSA	1,075.48	INSURANCE JUNE M/L
MIDWEST REFRIGERATION	215.66	DPW SUPPLIES
MY MICHIGAN HEALTH	88.00	DRUG TEST WILTSE
NORTH CENTRAL LABORATORIES	445.29	WWTP SUPPLIES
SELLEY'S CLEANERS	43.00	POLICE DRY CLEANING
STATE OF MICHIGAN	5,960.97	M 55 RECONSTRUCTION
STING	2,994.60	ANNUAL SERVICES
SUPERIOR NEWS	31.50	BUDGET AD
UNUM LIFE INSURANCE CO OF AMERICA	1,246.45	LT ST DISABILITY & LIFE
UPS	76.37	SHIPPING
VERIZON WIRELESS	131.03	CELL PHONES
WILLARD'S EQUIPMENT CO	120.49	DPW SUPPLIES
WWTPA	250,465.22	BOND PAYMENTS
TOTAL	490,731.49	

RESOLUTION #24-15

WHEREAS, the City Charter of the City of West Branch states that “the Council shall, by resolution, adopt the budget for the next fiscal year and shall, in such resolution, appropriate the money required for such budget and provide for a levy of the amount necessary to be raised by taxes upon real and personal property for municipal purposes.”

NOW, THEREFORE, BE IT RESOLVED that the budget for the City fiscal year beginning July 1, 2024 as recommended by the City Manager and as adopted by the City Council, as described in the summary as follows:

	REVENUES	EXPENDITURES
GENERAL FUND	2,038,635	1,998,622

be and the same is hereby adopted, and the amount therein provided as recommended; appropriations are hereby appropriated according to the departmental total, and

BE IT FURTHER RESOLVED, that in order to carry out the provisions of the above described budget, the current tax rate shall be applied to the completed assessment roll taxable valuation of sixty-nine million eight hundred eighty-one thousand three hundred twenty-four dollars (\$69,881,324) as required by Michigan Constitution.

TOTAL CITY TAX LEVY FOR GENERAL FUND PURPOSES

July 1, 2024 14.546 per \$1,000.00 of Taxable Value for General Operating, and tax levy of 2.9105 per \$1,000.00 for Refuse Collection

CITY TAX LEVY FOR THE DDA DISTRICT ONLY

July 1, 2024 1.9573 per \$1,000.00 of Taxable Value levied on the property in the DDA District and,

BE IT FURTHER RESOLVED, to adopt the following budgets:

INDEPENDENT REVENUE FUNDS

<u>Fund Name</u>	<u>Revenues</u>	<u>Expenditures</u>
Cemetery Perpetual Care Fund	1,000	0
Major Street	308,000	255,775
Local Street	157,050	91,797
Cemetery	34,627	34,627
Brownfield Redevelopment Authority	50,000	48,000
DDA Operating Fund	142,000	142,000
Building Inspection Fund	20,000	18,000
Industrial Park Fund	4,000	2,650
Housing Resource Fund	4,800	0
Sewer Debt Fund	337,150	330,000
Water Debt Fund	74,602	70,000
Sewer Fund	645,720	644,859
Water Fund	518,225	513,570
Water Replacement Fund	15,680.000	15,602,460
Sewer Collection	89,500	79,154
Equipment Fund	307,200	590,035

and,

IT FURTHER RESOLVED that the City Manager is allowed to exceed any line item or department summation within any specific department or fund including both revenues and expenditures providing that the total end of the year expenditures for any fund does not exceed the original appropriation. A council resolution is required to appropriate additional amounts to any expenditure fund total; however, no resolution is required to exceed any revenue fund total.

2024-25
RECOMMENDED
BUDGET

GL NUMBER DESCRIPTION

Fund 101 - GENERAL FUND

Revenues

Dept 000.000

101-000.000-403.400	CURRENT PROPERTY TAX GEN.OP.	955,000
101-000.000-404.400	CURRENT PROPERTY TAX REFUSE	195,000
101-000.000-408.400	PERSONAL PROPERTY TAX LOSS REIMBURSEMENT	63,000
101-00.000-439.000	MARIJUANA TAX REVENUE SHARING	58,000
101-000.000-446.400	PENALTIES AND INTEREST CUR.TA	6,685
101-000.000-448.400	ADMINISTRATIVE FEES ON CUR.TA	33,000
101-000.000-477.400	CABLE TV FRANCHISE FEES	33,000
101-000.000-528.000	OTHER FEDERAL GRANTS	0
101-000.000-564.400	INDUSTRIAL PARK ADMIN FEE	1,000
101-000.000-574.400	REVENUE SHARING (STATUTORY)	32,000
101-000.000-575.400	REVENUE SHARING (CONSTITUTIONAL)	260,000
101-000.000-576.400	REVENUE SHARING (PUBLIC SAFETY)	600
101-000.000-577.400	LIQUOR LICENSE	4,000
101-000.000-590.400	SEWER FUND ADMINISTRATION	35,000
101-000.000-590.401	SEWER COLLECTION ADMIN.	16,000
101-000.000-591.400	WATER FUND ADMINISTRATION	35,000
101-000.000-592.400	LOCAL STREET ADMIN. FEE	4,400
101-000.000-593.400	MAJOR STREET ADMIN. FEE	9,500
101-000.000-594.400	CEMETERY ADMIN. FEE	1,000
101-000.000-597.400	DDA ADMINISTRATIVE	2,400
101-000.000-598.400	BUILDING DEPARTMENT ADMINISTRATIVE	1,000
101-000.000-634.400	GRANT	0
101-000.000-661.400	EQUIPMENT FUND ADMIN FEE	12,000
101-000.000-664.400	INTEREST INCOME	36,000
101-000.000-672.400	VETERAN BANNER CONTRIBUTIONS	1,000
101-000.000-695.400	MISCELLANEOUS	12,000
Total Dept 000.000		1,806,585

Dept 262.000 - ELECTIONS

101-262.000-634.400	GRANT	0
Total Dept 262.000 - ELECTIONS		0

Dept 301.000 - POLICE DEPARTMENT

101-301.000-478.000	MARIJUANA PERMITS	5,000
101-301.000-528.000	OTHER FEDERAL GRANTS	9,000
101-301.000-578.400	IN-SERVICE TRAINING	1,000
101-301.000-634.400	GRANT	2,000
101-301.000-640.400	K-9 REVENUE	0
101-301.000-654.400	TRAFFIC BUREAU	8,000
101-301.000-655.400	ACCIDENT REPORTS	350

101-301.000-656.400	DISTRICT COURT FINES	500
101-301.000-674.000	CONTRIBUTIONS AND DONATIONS	0
101-301.000-695.415	OTHER GOV'T UNITS	162,500
Total Dept 301.000 - POLICE DEPARTMENT		188,350

Dept 441.000 - PUBLIC WORKS DEPARTMENT		
101-441.000-634.401	GRANT - ECONOMIC ADVANCEMENT	0
101-441.000-673.400	DDA MAINTENANCE	9,000
101-441.000-695.400	MISCELLANEOUS	9,000
101-441.000-695.410	MDOT REVENUE	12,000
Total Dept 441.000 - PUBLIC WORKS DEPARTMENT		30,000

Dept 528.000 - SOLID WASTE		
101-528.000-674.000	CONTRIBUTIONS AND DONATIONS	5,000
101-528.000-695.415	OTHER GOV'T UNITS	7,000
Total Dept 528.000 - SOLID WASTE		12,000

Dept 721.000 - PLANNING AND ZONING		
101-721.000-657.400	PLANNING AND ZONING	750
Total Dept 721.000 - PLANNING AND ZONING		750

Dept 751.000 - PARKS AND RECREATION		
101-751.000-405.400	RENT REVENUE - 5120	950
Total Dept 751.000 - PARKS AND RECREATION		950

TOTAL REVENUES		2,038,635
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Expenditures

Dept 101.000 - LEGISLATIVE		
101-101.000-703.700	SALARIES AND WAGES	9,000
101-101.000-714.700	MANDATORY MEDICARE	131
101-101.000-715.700	SOCIAL SECURITY (EMPLOYER)	558
101-101.000-720.700	WORKERS COMPENSATION PREMIUM	10
101-101.000-811.700	MEMBERSHIP AND DUES	1,800
101-101.000-865.700	PROFESSIONAL DEVELOPMENT	6,000
101-101.000-956.700	EXPENSES	2,350
Total Dept 101.000 - LEGISLATIVE		19,849

Dept 172.000 - CITY MANAGER'S OFFICE		
101-172.000-702.700	PROMOTION/BONUS	50
	LONGEVITY/BONUS	1,000
101-172.000-703.700	SALARIES AND WAGES	92,575
101-172.000-708.700	SICK LEAVE PAYOUT	0
101-172.000-714.700	MANDATORY MEDICARE	1,366
101-172.000-715.700	SOCIAL SECURITY (EMPLOYER)	5,802
101-172.000-716.700	HEALTH INSURANCE PREMIUM	18,360
101-172.000-717.700	LIFE INSURANCE PREMIUM	240

101-172.000-718.700	MERS RETIREMENT (EMPLOYER)	35,000
101-172.000-718.701	EMPLOYER DEFERED COMP.	2,500
101-172.000-719.700	LONG TERM DISABILITY	800
101-172.000-720.700	WORKERS COMPENSATION PREMIUM	400
101-172.000-724.700	UNEMPLOYMENT INS. BENEFIT	10
101-172.000-727.700	OPERATING SUPPLIES	1,000
101-172.000-811.700	MEMBERSHIP AND DUES	1,250
101-172.000-853.700	TELEPHONE/RADIO COMMUNICATION	600
101-172.000-865.700	PROFESSIONAL DEVELOPMENT	3,000
101-172.000-941.700	EQUIPMENT RENTAL	1,000
101-172.000-956.700	EXPENSES	1,000
Total Dept 172.000 - CITY MANAGER'S OFFICE		165,953

Dept 201.000 - INTERNAL SERVICES

101-201.000-702.700	PROMOTION/BONUS LONGEVITY/BONUS	75
101-201.000-703.700	SALARIES AND WAGES	33,000
101-201.000-714.700	MANDATORY MEDICARE	482
101-201.000-715.700	SOCIAL SECURITY (EMPLOYER)	2,046
101-201.000-718.701	EMPLOYER DEFERED COMP.	2,500
101-201.000-720.700	WORKERS COMPENSATION PREMIUM	200
101-201.000-724.700	UNEMPLOYMENT INS. BENEFIT	10
101-201.000-727.700	OPERATING SUPPLIES	4,300
101-201.000-741.700	POSTAGE	5,500
101-201.000-801.700	CONTRACTUAL SERVICES	4,000
101-201.000-901.700	PRINTING AND PUBLISHING	2,500
101-201.000-956.700	EXPENSES	1,500
Total Dept 201.000 - INTERNAL SERVICES		56,113

Dept 209.000 - PROPERTY ASSESSMENT REVIEW

101-209.000-703.700	SALARIES AND WAGES	1,850
101-209.000-714.700	MANDATORY MEDICARE	27
101-209.000-715.700	SOCIAL SECURITY (EMPLOYER)	115
101-209.000-720.700	WORKERS COMPENSATION PREMIUM	5
101-209.000-809.700	PROPERTY ASSESSMENT REVIEW	12,600
101-209.000-865.700	PROFESSIONAL DEVELOPMENT	300
101-209.000-901.700	PRINTING AND PUBLISHING	150
Total Dept 209.000 - PROPERTY ASSESSMENT REVIEW		15,047

Dept 215.000 - CITY CLERK

101-215.000-702.700	PROMOTION/BONUS LONGEVITY/BONUS	50
101-215.000-703.700	SALARIES AND WAGES	55,180
101-215.000-714.700	MANDATORY MEDICARE	806
101-215.000-715.700	SOCIAL SECURITY (EMPLOYER)	3,421
101-215.000-716.700	HEALTH INSURANCE PREMIUM	14,382
101-215.000-717.700	LIFE INSURANCE PREMIUM	200

101-215.000-718.700	MERS RETIREMENT (EMPLOYER)	9,724
101-215.000-718.701	EMPLOYER DEFERED COMP.	2,500
101-215.000-719.700	LONG TERM DISABILITY	570
101-215.000-720.700	WORKERS COMPENSATION PREMIUM	260
101-215.000-724.700	UNEMPLOYMENT INS. BENEFIT	10
101-215.000-727.700	OPERATING SUPPLIES	500
101-215.000-811.700	MEMBERSHIP AND DUES	90
101-215.000-853.700	TELEPHONE/RADIO COMMUNICATIONS	565
101-215.000-865.700	PROFESSIONAL DEVELOPMENT	2,000
101-215.000-956.700	EXPENSES	300
Total Dept 215.000 - CITY CLERK		90,558

Dept 228.000 - TECHNOLOGY

101-228.000-801.700	CONTRACTUAL SERVICES	12,000
101-228.000-956.700	EXPENSES	1,000
Total Dept 228.000 - TECHNOLOGY		13,000

Dept 253.000 - CITY TREASURER

101-253.000-702.700	PROMOTION/BONUS	50
	LONGEVITY/BONUS	
101-253.000-703.700	SALARIES AND WAGES	60,903
101-253.000-714.700	MANDATORY MEDICARE	889
101-253.000-715.700	SOCIAL SECURITY (EMPLOYER)	3,776
101-253.000-716.700	HEALTH INSURANCE PREMIUM	6,579
101-253.000-717.700	LIFE INSURANCE PREMIUM	200
101-253.000-718.700	MERS RETIREMENT (EMPLOYER)	9,734
101-253.000-718.701	EMPLOYER DEFERED COMP.	2,500
101-253.000-719.700	LONG TERM DISABILITY	570
101-253.000-720.700	WORKERS COMPENSATION PREMIUM	225
101-253.000-724.700	UNEMPLOYMENT INS. BENEFIT	10
101-253.000-727.700	OPERATING SUPPLIES	500
101-253.000-803.700	AUDIT	30,125
101-253.000-811.700	MEMBERSHIP AND DUES	100
101-253.000-853.700	TELEPHONE/RADIO COMMUNICATIONS	565
101-253.000-865.700	PROFESSIONAL DEVELOPMENT	2,000
101-253.000-956.700	EXPENSES	250
101-253.000-956.800	BANKING FEES	0
Total Dept 253.000 - CITY TREASURER		118,976

Dept 262.000 - ELECTIONS

101-262.000-704.700	WAGES - PART-TIME	3,700
101-262.000-714.700	MANDATORY MEDICARE	42
101-262.000-715.700	SOCIAL SECURITY (EMPLOYER)	180
101-262.000-720.700	WORKERS COMPENSATION PREMIUM	15
101-262.000-727.700	OPERATING SUPPLIES	1,000
101-262.000-801.700	CONTRACTUAL SERVICES	600
101-262.000-956.700	EXPENSES	1,000

Total Dept 262.000 - ELECTIONS		6,537
Dept 265.000 - MUNICIPAL PROPERTIES		
101-265.000-703.700	SALARIES AND WAGES	8,500
101-265.000-710.700	OVERTIME	100
101-265.000-714.700	MANDATORY MEDICARE	124
101-265.000-715.700	SOCIAL SECURITY (EMPLOYER)	527
101-265.000-716.700	HEALTH INSURANCE PREMIUM	2,400
101-265.000-718.700	MERS RETIREMENT (EMPLOYER)	2,600
101-265.000-718.701	EMPLOYER DEFERED COMP.	337
101-265.000-720.700	WORKERS COMPENSATION PREMIUM	285
101-265.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
101-265.000-727.700	OPERATING SUPPLIES	4,000
101-265.000-801.700	CONTRACTUAL SERVICES	5,000
101-265.000-853.700	TELEPHONE/RADIO COMMUNICATION	2,760
101-265.000-922.700	PUBLIC UTILITIES	18,700
101-265.000-941.700	EQUIPMENT RENTAL	2,200
101-265.000-956.700	EXPENSES	5,500
101-265.000-977.700	CAPITAL ACQUISITIONS	0
Total Dept 265.000 - MUNICIPAL PROPERTIES		53,038
Dept 266.000 - LEGAL ASSISTANCE		
101-266.000-800.700	OTHER SERVICES	0
101-266.000-801.700	CONTRACTUAL SERVICES	25,200
101-266.000-804.700	PROSECUTOR FEES	100
101-266.000-956.700	EXPENSES	0
Total Dept 266.000 - LEGAL ASSISTANCE		25,300
Dept 284.000 - COMMUNITY PROMOTIONS		
101-284.000-703.700	SALARIES AND WAGES	2,000
101-284.000-710.700	OVERTIME	200
101-284.000-714.700	MANDATORY MEDICARE	30
101-284.000-715.700	SOCIAL SECURITY (EMPLOYER)	124
101-284.000-716.700	HEALTH INSURANCE PREMIUM	0
101-284.000-718.700	MERS RETIREMENT (EMPLOYER)	10
101-284.000-718.701	EMPLOYER DEFERED COMP.	12
101-284.000-720.700	WORKERS COMPENSATION PREMIUM	10
101-284.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
101-284.000-801.700	CONTRACTUAL SERVICES	500
101-284.000-881.700	CHAMBER OF COMMERCE	450
101-284.000-882.700	RECOGNITION DINNER	3,000
101-284.000-884.700	VETERAN BANNER EXPENSE	2,000
101-284.000-901.700	PRINTING AND PUBLISHING	900
101-284.000-941.700	EQUIPMENT RENTAL	2,000
101-284.000-956.700	EXPENSES	6,000
Total Dept 284.000 - COMMUNITY PROMOTIONS		17,241

Dept 299.000 - CITY SERVICES

101-299.000-922.700	PUBLIC UTILITIES	36,000
101-299.000-980.700	HYDRANT RENTAL (TRANSFER TO WATER)	18,225
Total Dept 299.000 - CITY SERVICES		54,225

Dept 301.000 - POLICE DEPARTMENT

101-301.000-702.700	PROMOTION/BONUS	400
	LONGEVITY/BONUS	
101-301.000-703.700	SALARIES AND WAGES	328,000
101-301.000-703.701	SALARIES AND WAGES-SECRETERIAL	22,945
101-301.000-705.700	CHIEF OF POLICE	75,275
101-301.000-708.700	SICK LEAVE PAYOUT	900
101-301.000-710.700	OVERTIME	10,000
101-301.000-713.700	EMP. HEALTH OPTION	3,000
101-301.000-714.700	MANDATORY MEDICARE	6,369
101-301.000-715.700	SOCIAL SECURITY (EMPLOYER)	27,046
101-301.000-716.700	HEALTH INSURANCE PREMIUM	66,572
101-301.000-717.700	LIFE INSURANCE PREMIUM	1,315
101-301.000-718.700	MERS RETIREMENT (EMPLOYER)	98,500
101-301.000-718.701	EMPLOYER DEFERED COMP.	20,000
101-301.000-719.700	LONG TERM DISABILITY	3,900
101-301.000-720.700	WORKERS COMPENSATION PREMIUM	11,000
101-301.000-724.700	UNEMPLOYMENT INS. BENEFIT	50
101-301.000-727.700	OPERATING SUPPLIES	4,000
101-301.000-801.700	CONTRACTUAL SERVICES	7,915
101-301.000-811.700	MEMBERSHIP AND DUES	1,500
101-301.000-817.700	UNIFORMS	6,350
101-301.000-853.700	TELEPHONE/RADIO COMMUNICATION	5,000
101-301.000-941.700	EQUIPMENT RENTAL	9,000
101-301.000-955.701	DATA PROCESSING	6,500
101-301.000-956.700	EXPENSES	2,000
101-301.000-956.702	YOUTH SAFETY EXPENSE	0
101-301.000-956.703	K-9 EXPENSES	0
101-301.000-956.707	FORFEITURE EXPENSE	50
101-301.000-957.700	EDUCATION AND TRAINING LOCAL	6,000
101-301.000-957.701	EDUCATION 302	500
101-301.000-968.700	STING	3,000
101-301.000-977.700	CAPITAL ACQUISITIONS	0
Total Dept 301.000 - POLICE DEPARTMENT		727,086

Dept 336.000 - FIRE

101-336.000-703.700	SALARIES AND WAGES	150
101-336.000-714.700	MANDATORY MEDICARE	5
101-336.000-715.700	SOCIAL SECURITY (EMPLOYER)	10
101-336.000-720.700	WORKERS COMPENSATION PREMIUM	1
101-336.000-975.700	BUDGETED PERCENTAGE	29,000
Total Dept 336.000 - FIRE		29,166

Dept 345.000 - CROSSING GUARDS

101-345.000-702.700	PROMOTION/BONUS	50
101-345.000-704.700	WAGES - PART-TIME	7,725
101-345.000-714.700	MANDATORY MEDICARE	113
101-345.000-715.700	SOCIAL SECURITY (EMPLOYER)	479
101-345.000-718.700	MERS RETIREMENT (EMPLOYER)	5
101-345.000-718.701	EMPLOYER DEFERED COMP.	5
101-345.000-720.700	WORKERS COMPENSATION PREMIUM	275
101-345.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
101-345.000-956.700	EXPENSES	50
Total Dept 345.000 - CROSSING GUARDS		8,707

Dept 441.000 - PUBLIC WORKS DEPARTMENT

101-441.000-702.700	PROMOTION/BONUS	300
101-441.000-703.700	SALARIES AND WAGES	64,890
	LONGEVITY/BONUS	
101-441.000-710.700	OVERTIME	2,000
101-441.000-713.700	EMP. HEALTH OPTION	1,510
101-441.000-714.700	MANDATORY MEDICARE	977
101-441.000-715.700	SOCIAL SECURITY (EMPLOYER)	4,147
101-441.000-716.700	HEALTH INSURANCE PREMIUM	14,280
101-441.000-717.700	LIFE INSURANCE PREMIUM	950
101-441.000-718.700	MERS RETIREMENT (EMPLOYER)	18,824
101-441.000-718.701	EMPLOYER DEFERED COMP.	2,920
101-441.000-719.700	LONG TERM DISABILITY	2,900
101-441.000-720.700	WORKERS COMPENSATION PREMIUM	2,990
101-441.000-724.700	UNEMPLOYMENT INS. BENEFIT	10
101-441.000-727.700	OPERATING SUPPLIES	7,500
101-441.000-801.700	CONTRACTUAL SERVICES	2,000
101-441.000-817.700	UNIFORMS	4,250
101-441.000-853.700	TELEPHONE/RADIO COMMUNICATION	4,400
101-441.000-865.700	PROFESSIONAL DEVELOPMENT	3,000
101-441.000-941.700	EQUIPMENT RENTAL	12,000
101-441.000-956.700	EXPENSES	600
Total Dept 441.000 - PUBLIC WORKS DEPARTMENT		150,448

Dept 528.000 - SOLID WASTE

101-528.000-703.700	SALARIES AND WAGES	20,100
101-528.000-710.700	OVERTIME	100
101-528.000-714.700	MANDATORY MEDICARE	295
101-528.000-715.700	SOCIAL SECURITY (EMPLOYER)	1,252
101-528.000-716.700	HEALTH INSURANCE PREMIUM	4,794
101-528.000-718.700	MERS RETIREMENT (EMPLOYER)	5,928
101-528.000-718.701	EMPLOYER DEFERED COMP.	796
101-528.000-720.700	WORKERS COMPENSATION PREMIUM	700
101-528.000-724.700	UNEMPLOYMENT INS. BENEFIT	5

101-528.000-764.700	REFUSE/RECYCLING EXPENSE	8,000
101-528.000-801.700	CONTRACTUAL SERVICES	163,000
101-528.000-801.800	CONTRACTUAL SERVICES RECYCLE	9,000
101-528.000-922.700	PUBLIC UTILITIES	600
101-528.000-941.700	EQUIPMENT RENTAL	14,000
Total Dept 528.000 - SOLID WASTE		228,570

Dept 537.000 - AIRPORT

101-537.000-703.700	SALARIES AND WAGES	600
101-537.000-714.700	MANDATORY MEDICARE	10
101-537.000-715.700	SOCIAL SECURITY (EMPLOYER)	35
101-537.000-720.700	WORKERS COMPENSATION PREMIUM	5
101-537.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
101-537.000-975.700	BUDGETED PERCENTAGE	70,000
Total Dept 537.000 - AIRPORT		70,655

Dept 721.000 - PLANNING AND ZONING

101-721.000-703.700	SALARIES AND WAGES	2,100
101-721.000-714.700	MANDATORY MEDICARE	31
101-721.000-715.700	SOCIAL SECURITY (EMPLOYER)	130
101-721.000-720.700	WORKERS COMPENSATION PREMIUM	10
101-721.000-801.700	CONTRACTUAL SERVICES	4,000
101-721.000-901.700	PRINTING AND PUBLISHING	300
101-721.000-956.700	EXPENSES	800
Total Dept 721.000 - PLANNING AND ZONING		7,371

Dept 728.000 - ECONOMIC DEVELOPMENT

101-728.000-945.700	EDC DUES	1,000
Total Dept 728.000 - ECONOMIC DEVELOPMENT		1,000

Dept 751.000 - PARKS AND RECREATION

101-751.000-703.700	SALARIES AND WAGES	26,700
101-751.000-710.700	OVERTIME	4,000
101-751.000-714.700	MANDATORY MEDICARE	448
101-751.000-715.700	SOCIAL SECURITY (EMPLOYER)	1,903
101-751.000-716.700	HEALTH INSURANCE PREMIUM	6,120
101-751.000-718.700	MERS RETIREMENT (EMPLOYER)	8,320
101-751.000-718.701	EMPLOYER DEFERED COMP.	1,123
101-751.000-720.700	WORKERS COMPENSATION PREMIUM	1,000
101-751.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
101-751.000-727.700	OPERATING SUPPLIES	5,000
101-751.000-801.700	CONTRACTUAL SERVICES	5,000
101-751.000-922.700	PUBLIC UTILITIES	8,000
101-751.000-941.700	EQUIPMENT RENTAL	15,000
101-751.000-956.700	EXPENSES	500
Total Dept 751.000 - PARKS AND RECREATION		83,120

Dept 851.000 - INSURANCE AND RISK MANAGEMENT	
101-851.000-716.700 HEALTH INSURANCE PREMIUM	500
101-851.000-818.700 INS. PREMIUM - LIABILITY	16,000
Total Dept 851.000 - INSURANCE AND RISK MANAGEMENT	16,500
Dept 965.000 - TRANSFERS	
101-965.000-973.700 425 AGREEMENTS	20,000
Total Dept 965.000 - TRANSFERS	20,000
Dept 965.204 - TRANS TO OTHER ACCOUNTS 204	
101-965.204-999.700 TRANSFER TO OTHER ACCOUNTS	0
Total Dept 965.204 - TRANS TO OTHER ACCOUNTS 204	0
Dept 965.209 - TRANSFER TO CEMETERY	
101-965.209-999.701 TRANS. FROM ECON. ADVANCEMENT	24,927
Total Dept 965.209 - TRANSFER TO CEMETERY	24,927
TOTAL EXPENDITURES	2,003,387
Fund 101 - GENERAL FUND:	
TOTAL REVENUES	2,038,635
TOTAL EXPENDITURES	2,003,387
NET OF REVENUES & EXPENDITURES	35,248
CARRYOVER	559,614
LESS CARRYOVER USED FOR EQUIPMENT PURCHASE	145,556
PROJECTED CARRYOVER AT END OF FISCAL YEAR 25	449,306
PROJECTED CARRY OVER PERCENTAGE AT END OF FISCAL YEAR 25 (GOAL =20%)	22%

Fund 150 - CEMETERY PERPETUAL CARE

Revenues

Dept 000.000

150-000.000-642.400 SALES OF LOTS

1,000

150-000.000-664.400 INTEREST INCOME

0

Total Dept 000.000

1,000

TOTAL REVENUES

1,000

Fund 150 - CEMETERY PERPETUAL CARE:

TOTAL REVENUES

1,000

TOTAL EXPENDITURES

0

NET OF REVENUES & EXPENDITURES

1,000

CARRYOVER

267,513

Fund 202 - MAJOR STREET FUND

Revenues

Dept 000.000		
202-000.000-419.400	METRO ACT	11,000
202-000.000-570.400	ACT 51 - STATE OF MICHIGAN	266,000
202-000.000-634.400	GRANT	0
202-000.000-664.400	INTEREST INCOME	1,000
202-000.000-677.400	TRUNKLINE MAINT. REIMBURSEMEN	30,000
202-000.000-677.401	TRUNKLINE ADDT'L PROJECT REIMBURSEMENT	0
Total Dept 000.000		<u>308,000</u>
TOTAL REVENUES		<u>308,000</u>

Expenditures

Dept 451.000 - CONSTRUCTION		
202-451.000-801.700	CONTRACTUAL SERVICES	0
Total Dept 451.000 - CONSTRUCTION		<u>0</u>

Dept 463.000 - ROUTINE MAINTENANCE

202-463.000-703.700	SALARIES AND WAGES	16,789
202-463.000-710.700	OVERTIME	500
202-463.000-714.700	MANDATORY MEDICARE	252
202-463.000-715.700	SOCIAL SECURITY (EMPLOYER)	1,072
202-463.000-716.700	HEALTH INSURANCE PREMIUM	3,060
202-463.000-718.700	MERS RETIREMENT (EMPLOYER)	3,848
202-463.000-718.701	EMPLOYER DEFERED COMP.	464
202-463.000-720.700	WORKERS COMPENSATION PREMIUM	600
202-463.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
202-463.000-727.700	OPERATING SUPPLIES	2,800
202-463.000-801.700	CONTRACTUAL SERVICES	5,000
202-463.000-941.700	EQUIPMENT RENTAL	17,000
Total Dept 463.000 - ROUTINE MAINTENANCE		<u>51,390</u>

Dept 470.000 - NON MOTORIZED TRANSPORTATION

202-470.000-727.700	OPERATING SUPPLIES	0
202-470.000-801.700	CONTRACTUAL SERVICES	60,000
Total Dept 470.000 - NON MOTORIZED TRANSPORTATION		<u>60,000</u>

Dept 478.000 - WINTER MAINTENANCE

202-478.000-703.700	SALARIES AND WAGES	10,100
202-478.000-710.700	OVERTIME	1,800
202-478.000-714.700	MANDATORY MEDICARE	174
202-478.000-715.700	SOCIAL SECURITY (EMPLOYER)	738
202-478.000-716.700	HEALTH INSURANCE PREMIUM	2,650
202-478.000-718.700	MERS RETIREMENT (EMPLOYER)	2,910

202-478.000-718.701	EMPLOYER DEFERED COMP.	444
202-478.000-720.700	WORKERS COMPENSATION PREMIUM	550
202-478.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
202-478.000-727.700	OPERATING SUPPLIES	12,000
202-478.000-941.700	EQUIPMENT RENTAL	20,000
Total Dept 478.000 - WINTER MAINTENANCE		51,371

Dept 482.000 - ADMINISTRATION

202-482.000-720.700	WORKERS COMPENSATION PREMIUM	0
202-482.000-782.700	ADMINISTRATION	7,500
202-482.000-818.700	INS. PREMIUM - LIABILITY	2,000
Total Dept 482.000 - ADMINISTRATION		9,500

Dept 485.000 - TRAFFIC SIGNAL TRUNKLINE

202-485.000-924.700	ELECTRICITY	500
202-485.000-927.700	RAILROAD CROSSING ENERGY CHARGE	9,000
Total Dept 485.000 - TRAFFIC SIGNAL TRUNKLINE		9,500

Dept 486.000 - SURFACE MAINTENANCE TRUNKLINE

202-486.000-703.700	SALARIES AND WAGES	3,600
202-486.000-714.700	MANDATORY MEDICARE	53
202-486.000-715.700	SOCIAL SECURITY (EMPLOYER)	223
202-486.000-716.700	HEALTH INSURANCE PREMIUM	820
202-486.000-718.700	MERS RETIREMENT (EMPLOYER)	900
202-486.000-718.701	EMPLOYER DEFERED COMP.	112
202-486.000-720.700	WORKERS COMPENSATION PREMIUM	105
202-486.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
202-486.000-727.700	OPERATING SUPPLIES	1,000
202-486.000-941.700	EQUIPMENT RENTAL	4,500
Total Dept 486.000 - SURFACE MAINTENANCE TRUNKLINE		11,318

Dept 488.000 - SWEEPING & FLUSHING TRUNKLINE

202-488.000-703.700	SALARIES AND WAGES	1,875
202-488.000-710.700	OVERTIME	50
202-488.000-714.700	MANDATORY MEDICARE	28
202-488.000-715.700	SOCIAL SECURITY (EMPLOYER)	119
202-488.000-716.700	HEALTH INSURANCE PREMIUM	300
202-488.000-718.700	MERS RETIREMENT (EMPLOYER)	900
202-488.000-718.701	EMPLOYER DEFERED COMP.	30
202-488.000-720.700	WORKERS COMPENSATION PREMIUM	30
202-488.000-941.700	EQUIPMENT RENTAL	2,000
Total Dept 488.000 - SWEEPING & FLUSHING TRUNKLINE		5,332

Dept 489.000 - TRUNKLINE SNOW REMOVAL

202-489.000-703.700	SALARIES AND WAGES	2,900
202-489.000-710.700	OVERTIME	1,800
202-489.000-714.700	MANDATORY MEDICARE	69

202-489.000-715.700	SOCIAL SECURITY (EMPLOYER)	291
202-489.000-716.700	HEALTH INSURANCE PREMIUM	800
202-489.000-718.700	MERS RETIREMENT (EMPLOYER)	900
202-489.000-718.701	EMPLOYER DEFERED COMP.	122
202-489.000-720.700	WORKERS COMPENSATION PREMIUM	105
202-489.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
202-489.000-941.700	EQUIPMENT RENTAL	12,000
Total Dept 489.000 - TRUNKLINE SNOW REMOVAL		18,992

Dept 490.000 - TREES & SHRUBS TRUNKLINE

202-490.000-703.700	SALARIES AND WAGES	0
202-490.000-714.700	MANDATORY MEDICARE	0
202-490.000-715.700	SOCIAL SECURITY (EMPLOYER)	0
202-490.000-720.700	WORKERS COMPENSATION PREMIUM	0
202-490.000-941.700	EQUIPMENT RENTAL	0
Total Dept 490.000 - TREES & SHRUBS TRUNKLINE		0

Dept 491.000 - DRAINAGE & BACKSLOPES TRUNK.

202-491.000-703.700	SALARIES AND WAGES	0
202-491.000-714.700	MANDATORY MEDICARE	0
202-491.000-715.700	SOCIAL SECURITY (EMPLOYER)	0
202-491.000-720.700	WORKERS COMPENSATION PREMIUM	0
202-491.000-941.700	EQUIPMENT RENTAL	0
Total Dept 491.000 - DRAINAGE & BACKSLOPES TRUNK.		0

Dept 497.000 - WINTER MAINTENANCE TRUNKLINE

202-497.000-703.700	SALARIES AND WAGES	3,450
202-497.000-710.700	OVERTIME	2,000
202-497.000-714.700	MANDATORY MEDICARE	80
202-497.000-715.700	SOCIAL SECURITY (EMPLOYER)	338
202-497.000-716.700	HEALTH INSURANCE PREMIUM	700
202-497.000-718.700	MERS RETIREMENT (EMPLOYER)	925
202-497.000-718.701	EMPLOYER DEFERED COMP.	174
202-497.000-720.700	WORKERS COMPENSATION PREMIUM	200
202-497.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
202-497.000-727.700	OPERATING SUPPLIES	12,000
202-497.000-941.700	EQUIPMENT RENTAL	10,000
Total Dept 497.000 - WINTER MAINTENANCE TRUNKLINE		29,871

Dept 498.000 - TRUNKLINE TAXES/ADMINISTRATION

202-498.000-782.700	ADMINISTRATION	2,000
Total Dept 498.000 - TRUNKLINE TAXES/ADMINISTRATION		2,000

Dept 965.000 - TRANSFERS

202-965.000-970.700	TRANSFER TO LOCAL STREET	53,200
Total Dept 965.000 - TRANSFERS		53,200

TOTAL EXPENDITURES	302,475
Fund 202 - MAJOR STREET FUND:	-----
TOTAL REVENUES	308,000
TOTAL EXPENDITURES	302,475
NET OF REVENUES & EXPENDITURES	5,525
CARRYOVER	662,058

Fund 203 - LOCAL STREET FUND

Revenues

Dept 000.000

203-000.000-570.400	ACT 51 - STATE OF MICHIGAN	90,000
203-000.000-664.400	INTEREST INCOME	550
203-000.000-680.400	TRANSFER FROM MAJOR STREET	53,200
203-000.000-695.400	MISCELLANEOUS	0
Total Dept 000.000		143,750

TOTAL REVENUES

143,750

Expenditures

Dept 451.000 - CONSTRUCTION

203-451.000-801.700	CONTRACTUAL SERVICES	0
Total Dept 451.000 - CONSTRUCTION		0

Dept 463.000 - ROUTINE MAINTENANCE

203-463.000-703.700	SALARIES AND WAGES	11,300
203-463.000-710.700	OVERTIME	200
203-463.000-714.700	MANDATORY MEDICARE	168
203-463.000-715.700	SOCIAL SECURITY (EMPLOYER)	713
203-463.000-716.700	HEALTH INSURANCE PREMIUM	3,000
203-463.000-718.700	MERS RETIREMENT (EMPLOYER)	3,500
203-463.000-718.701	EMPLOYER DEFERED COMP.	455
203-463.000-720.700	WORKERS COMPENSATION PREMIUM	450
203-463.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
203-463.000-727.700	OPERATING SUPPLIES	2,500
203-463.000-801.700	CONTRACTUAL SERVICES	10,000
203-463.000-927.700	RAILROAD CROSSING ENERGY CHARGE	9,000.00
203-463.000-941.700	EQUIPMENT RENTAL	12,500
203-463.000-956.700	EXPENSES	100
Total Dept 463.000 - ROUTINE MAINTENANCE		53,891

Dept 470.000 - NON MOTORIZED TRANSPORTATION

203-470.000-801.700	CONTRACTUAL SERVICES	0
Total Dept 470.000 - NON MOTORIZED TRANSPORTATION		0

Dept 478.000 - WINTER MAINTENANCE

203-478.000-703.700	SALARIES AND WAGES	5,800
203-478.000-710.700	OVERTIME	1,200
203-478.000-714.700	MANDATORY MEDICARE	102
203-478.000-715.700	SOCIAL SECURITY (EMPLOYER)	434
203-478.000-716.700	HEALTH INSURANCE PREMIUM	1,500
203-478.000-718.700	MERS RETIREMENT (EMPLOYER)	1,900
203-478.000-718.701	EMPLOYER DEFERED COMP.	265

203-478.000-720.700	WORKERS COMPENSATION PREMIUM	300
203-478.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
203-478.000-727.700	OPERATING SUPPLIES	12,000
203-478.000-941.700	EQUIPMENT RENTAL	8,000
Total Dept 478.000 - WINTER MAINTENANCE		31,506

Dept 482.000 - ADMINISTRATION

203-482.000-782.700	ADMINISTRATION	4,400
203-482.000-818.700	INS. PREMIUM - LIABILITY	2,000
Total Dept 482.000 - ADMINISTRATION		6,400

TOTAL EXPENDITURES	91,797
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Fund 203 - LOCAL STREET FUND:

TOTAL REVENUES	143,750
TOTAL EXPENDITURES	91,797
NET OF REVENUES & EXPENDITURES	51,953
CARRYOVER	355,905

Fund 209 - CEMETERY FUND**Revenues****Dept 000.000**

209-000.000-610.400	TRANS FROM ECON. ADVANCE. 204	24,927
209-000.000-628.400	FOUNDATIONS	500
209-000.000-629.400	GRAVE OPENINGS	6,000
209-000.000-642.400	SALES OF LOTS	2,000
209-000.000-664.400	INTEREST INCOME	1,200
209-000.000-695.400	MISCELLANEOUS	0
Total Dept 000.000		34,627

TOTAL REVENUES

34,627**Expenditures****Dept 000.000**

209-000.000-703.700	SALARIES AND WAGES	13,100
209-000.000-710.700	OVERTIME	500
209-000.000-714.700	MANDATORY MEDICARE	199
209-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	843
209-000.000-716.700	HEALTH INSURANCE PREMIUM	3,000
209-000.000-718.700	MERS RETIREMENT (EMPLOYER)	4,000
209-000.000-718.701	EMPLOYER DEFERED COMP.	520
209-000.000-720.700	WORKERS COMPENSATION PREMIUM	500
209-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
209-000.000-727.700	OPERATING SUPPLIES	0
209-000.000-782.700	ADMINISTRATION	1,000
209-000.000-922.700	PUBLIC UTILITIES	360
209-000.000-941.700	EQUIPMENT RENTAL	10,500
209-000.000-956.700	EXPENSES	100
Total Dept 000.000		34,627

TOTAL EXPENDITURES

34,627**Fund 209 - CEMETERY FUND:**

TOTAL REVENUES	34,627
TOTAL EXPENDITURES	34,627
NET OF REVENUES & EXPENDITURES	0
	(2,565)

Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND

Revenues

Dept 000.000

243-000.000-634.400	GRANT	50,000
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243-000.000-664.400	INTEREST INCOME	0
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Total Dept 000.000		50,000
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TOTAL REVENUES		50,000
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Expenditures

Dept 000.000

243-000.000-801.700	CONTRACTUAL SERVICES	48,000
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Total Dept 000.000		48,000
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TOTAL EXPENDITURES		48,000
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Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND:

TOTAL REVENUES		50,000
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TOTAL EXPENDITURES		48,000
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NET OF REVENUES & EXPENDITURES		2,000
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CARRYOVER		2,000
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Fund 248 - DDA OPERATING FUND**Revenues****Dept 000.000**

248-000.000-400.400	TAX INCREMENT FINANCING	80,000
248-000.000-403.400	CURRENT PROPERTY TAX GEN.OP.	10,000
248-000.000-408.400	PERSONAL PROPERTY TAX LOSS REIMBURSEMENT	40,000
248-000.000-664.400	INTEREST INCOME	10,800
248-000.000-692.000	PROCEEDS ON CONTRACT PAYABLE	0
248-000.000-695.400	MISCELLANEOUS	1,200
Total Dept 000.000		142,000

TOTAL REVENUES**142,000****Expenditures****Dept 000.000**

248-000.000-728.000	FAÇADE PROJECT	10,000
248-000.000-729.700	FLOWER PROJECT	5,000
248-000.000-750.700	RETAIL MERCHANTS	7,500
248-000.000-782.700	ADMINISTRATION	2,400
248-000.000-801.700	CONTRACTUAL SERVICES	8,319
248-000.000-865.700	PROFESSIONAL DEVELOPMENT	1,000
248-000.000-935.703	SHOWMOBILE EXPENSES	300
248-000.000-940.700	GEN. MAINTENANCE/SNOW REMOVAL	9,000
248-000.000-956.700	EXPENSES	1,500
248-000.000-959.000	CONTRIBUTIONS TO LOCAL GOVT	
248-000.000-994.700	BOND	33,757
248-000.000-995.700	INTEREST DUE ON BONDS	63,224
Total Dept 000.000		142,000

TOTAL EXPENDITURES**142,000****Fund 248 - DDA OPERATING FUND:**

TOTAL REVENUES	142,000
TOTAL EXPENDITURES	142,000
NET OF REVENUES & EXPENDITURES	0
CARRYOVER	203,236

Fund 249 - BUILDING INSPECTION FUND**Revenues****Dept 000.000****249-000.000-627.000 BUILDING INSPECTION FEES****20,000****Total Dept 000.000****20,000****TOTAL REVENUES****20,000****Expenditures****Dept 000.000****249-000.000-782.700 ADMINISTRATION****1,000****249-000.000-801.700 CONTRACTUAL SERVICES****16,000****249-000.000-956.700 EXPENSES****2,000****Total Dept 000.000****18,000****TOTAL EXPENDITURES****18,000****Fund 249 - BUILDING INSPECTION FUND:****TOTAL REVENUES****20,000****TOTAL EXPENDITURES****18,000****NET OF REVENUES & EXPENDITURES****2,000****CARRYOVER****2,000**

Fund 251 - INDUSTRIAL PARK FUND**Revenues****Dept 000.000**

251-000.000-642.400	SALES OF LOTS	0
251-000.000-664.400	INTEREST INCOME	4,000
Total Dept 000.000		4,000

TOTAL REVENUES

4,000**Expenditures****Dept 000.000**

251-000.000-703.700	SALARIES AND WAGES	0
251-000.000-714.700	MANDATORY MEDICARE	0
251-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	0
251-000.000-718.700	MERS RETIREMENT (EMPLOYER)	0
251-000.000-718.701	EMPLOYER DEFERED COMP.	0
251-000.000-720.700	WORKERS COMPENSATION PREMIUM	0
251-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	0
251-000.000-782.700	ADMINISTRATION	1,000
251-000.000-801.700	CONTRACTUAL SERVICES	1,650
251-000.000-941.700	EQUIPMENT RENTAL	0
Total Dept 000.000		2,650

TOTAL EXPENDITURES

2,650**Fund 251 - INDUSTRIAL PARK FUND:**

TOTAL REVENUES	4,000
TOTAL EXPENDITURES	2,650
NET OF REVENUES & EXPENDITURES	1,350
CARRYOVER	131,239

Fund 276 - HOUSING RESOURCE FUND**Revenues****Dept 000.000****276-000.000-638.400 PROJECT INCOME****0****276-000.000-664.400 INTEREST INCOME****4,800****Total Dept 000.000****4,800****TOTAL REVENUES****4,800****Fund 276 - HOUSING RESOURCE FUND:****TOTAL REVENUES****4,800****TOTAL EXPENDITURES****0****NET OF REVENUES & EXPENDITURES****4,800****CARRYOVER****178,892**

Fund 318 - SEWER DEBT FUND**Revenues**

Dept 000.000

318-000.000-625.400	BILLINGS	328,000
318-000.000-626.400	PENALTIES	4,750
318-000.000-664.400	INTEREST INCOME	4,400
Total Dept 000.000		337,150

TOTAL REVENUES

337,150

Expenditures

Dept 000.000

318-000.000-994.700	BOND	170,000
318-000.000-995.700	INTEREST DUE ON BONDS	160,000
318-000.000-999.700	TRANSFER TO OTHER ACCOUNTS	0
Total Dept 000.000		330,000

TOTAL EXPENDITURES

330,000

Fund 318 - SEWER DEBT FUND:

TOTAL REVENUES

337,150

TOTAL EXPENDITURES

330,000

NET OF REVENUES & EXPENDITURES

7,150

Fund 319 - WATER DEBT FUND**Revenues****Dept 000.000**

319-000.000-625.400	BILLINGS	72,000
319-000.000-626.400	PENALTIES	990
319-000.000-664.400	INTEREST INCOME	1,112
319-000.000-695.400	MISCELLANEOUS	500
Total Dept 000.000		<u>74,602</u>

TOTAL REVENUES74,602**Expenditures****Dept 000.000**

319-000.000-994.700	BOND	60,000
319-000.000-995.700	INTEREST DUE ON BONDS	10,000
Total Dept 000.000		<u>70,000</u>

TOTAL EXPENDITURES70,000**Fund 319 - WATER DEBT FUND:**

TOTAL REVENUES	74,602
TOTAL EXPENDITURES	<u>70,000</u>
NET OF REVENUES & EXPENDITURES	4,602

Fund 590 - SEWER FUND**Revenues****Dept 000.000**

590-000.000-625.400	BILLINGS	570,000
590-000.000-626.400	PENALTIES	4,120
590-000.000-634.400	GRANT	0
590-000.000-644.400	TAP FEES	0
590-000.000-648.400	LAB SERVICE FEES	62,000
590-000.000-664.400	INTEREST INCOME	9,600
590-000.000-699.400	TRANSFER IN	0
Total Dept 000.000		645,720

TOTAL REVENUES

645,720**Expenditures****Dept 567.000 - TREATMENT PLANT**

590-567.000-702.700	PROMOTION/BONUS	200
590-567.000-703.700	SALARIES AND WAGES	218,733
590-567.000-710.700	OVERTIME	13,200
	LONGEVITY/BONUS	
590-567.000-714.700	MANDATORY MEDICARE	3,386
590-567.000-715.700	SOCIAL SECURITY (EMPLOYER)	14,380
590-567.000-716.700	HEALTH INSURANCE PREMIUM	47,500
590-567.000-717.700	LIFE INSURANCE PREMIUM	795
590-567.000-718.700	MERS RETIREMENT (EMPLOYER)	54,200
590-567.000-718.701	EMPLOYER DEFERED COMP.	10,000
590-567.000-718.702	PENSION EXPENSE GASB 68	0
590-567.000-719.700	LONG TERM DISABILITY	2,325
590-567.000-720.700	WORKERS COMPENSATION PREMIUM	3,770
590-567.000-724.700	UNEMPLOYMENT INS. BENEFIT	25
590-567.000-727.700	OPERATING SUPPLIES	29,000
590-567.000-727.702	SAFETY SUPPLIES	750
590-567.000-727.703	LAB SUPPLIES	11,000
590-567.000-741.700	POSTAGE	2,500
590-567.000-752.700	LICENSES - PERMITS	3,500
590-567.000-782.700	ADMINISTRATION	35,000
590-567.000-801.700	CONTRACTUAL SERVICES	33,900
590-567.000-811.700	MEMBERSHIP AND DUES	740
590-567.000-817.700	UNIFORMS	2,800
590-567.000-818.700	INS. PREMIUM - LIABILITY	3,700
590-567.000-853.700	TELEPHONE/RADIO COMMUNICATION	2,160
590-567.000-865.700	PROFESSIONAL DEVELOPMENT	2,500
590-567.000-922.700	PUBLIC UTILITIES	85,000
590-567.000-934.700	FACILITY MAINTENANCE	9,000

590-567.000-936.700	EQUIPMENT MAINTENANCE	11,000
590-567.000-941.700	EQUIPMENT RENTAL	10,500
590-567.000-966.700	DEPRECIATION	0
590-567.000-975.700	BUDGETED PERCENTAGE	13,500
Total Dept 567.000 - TREATMENT PLANT		625,064
Dept 965.573 - TRANSFER TO WWTP AUTHORITY		
590-965.573-999.700	TRANSFER TO OTHER ACCOUNTS	20,000
Total Dept 965.573 - TRANSFER TO WWTP AUTHORITY		20,000
TOTAL EXPENDITURES		645,064
Fund 590 - SEWER FUND:		
TOTAL REVENUES		645,720
TOTAL EXPENDITURES		645,064
NET OF REVENUES & EXPENDITURES		656
CARRYOVER		219,907

Fund 591 - WATER FUND

Revenues

Dept 000.000		
591-000.000-625.400	BILLINGS	475,000
591-000.000-626.400	PENALTIES	5,000
591-000.000-634.400	GRANT	0
591-000.000-644.400	TAP FEES	0
591-000.000-645.400	TURN ON CHARGES	1,000
591-000.000-646.400	HYDRANT RENTAL	18,225
591-000.000-647.400	METER SALES	0
591-000.000-664.400	INTEREST INCOME	14,000
591-000.000-695.400	MISCELLANEOUS	5,000
Total Dept 000.000		518,225
TOTAL REVENUES		518,225

Expenditures

Dept 000.000		
591-000.000-703.700	SALARIES AND WAGES	83,000
591-000.000-710.700	OVERTIME	7,000
591-000.000-714.700	MANDATORY MEDICARE	1,314
591-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	5,580
591-000.000-716.700	HEALTH INSURANCE PREMIUM	18,500
591-000.000-718.700	MERS RETIREMENT (EMPLOYER)	22,000
591-000.000-718.701	EMPLOYER DEFERED COMP.	3,266
591-000.000-718.702	PENSION EXPENSE GASB 68	0
591-000.000-720.700	WORKERS COMPENSATION PREMIUM	3,000
591-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	10
591-000.000-727.700	OPERATING SUPPLIES	60,000
591-000.000-741.700	POSTAGE	4,000
591-000.000-782.700	ADMINISTRATION	35,000
591-000.000-801.700	CONTRACTUAL SERVICES	19,000
591-000.000-811.700	MEMBERSHIP AND DUES	1,000
591-000.000-818.700	INS. PREMIUM - LIABILITY	2,700
591-000.000-853.700	TELEPHONE/RADIO COMMUNICATION	500
591-000.000-865.700	PROFESSIONAL DEVELOPMENT	4,000
591-000.000-922.700	PUBLIC UTILITIES	17,000
591-000.000-941.700	EQUIPMENT RENTAL	25,000
591-000.000-956.700	EXPENSES	1,700
591-000.000-966.700	DEPRECIATION	0
Total Dept 000.000		313,570
Dept 000.592 - TRANSFER TO REPLACEMENT		
591-000.592-999.700	TRANSFER TO OTHER ACCOUNTS	200,000
Total Dept 000.592 - TRANSFER TO REPLACEMENT		200,000

TOTAL EXPENDITURES	513,570
Fund 591 - WATER FUND:	
TOTAL REVENUES	518,225
TOTAL EXPENDITURES	513,570
NET OF REVENUES & EXPENDITURES	4,655
CARRYOVER	491,299

Fund 592 - WATER REPLACEMENT FUND**Revenues****Dept 000.000**

592-000.000-581.248	CONTRIBUTIONS FROM LOCAL GOVT -DDA	0
592-000.000-634.400	GRANT	160,000
592-000.000-634.404	GRANT	300,000
592-000.000-634.405	GRANT	0
592-000.000-634.406	GRANT	2,500,000
592-000.000-634.407	GRANT	2,000,000
592-000.000-634.408	GRANT	1,500,000
592-000.000-634.409	GRANT	9,000,000
592-000.000-664.400	INTEREST INCOME	20,000
592-000.000-675.400	TRANSFER FROM WATER FUND	200,000
Total Dept 000.000		15,680,000

TOTAL REVENUES

15,680,000**Expenditures****Dept 000.000**

592-000.000-801.700	CONTRACTUAL SERVICES	15,460,000
592-000.000-801.701	INFRASTRUCTURE PROJECT	0
592-000.000-956.700	EXPENSES	500
592-000.000-994.700	BOND FAIRVIEW ST	22,000
592-000.000-994.705	BOND PLANT	40,000
592-000.000-995.710	BOND STREETScape	17,390
592-000.000-995.700	INTEREST DUE ON BONDS FAIRVIEW	10,000
592-000.000-995.705	INTEREST DUE ON BOND PLANT	20,000
592-000.000-995.710	INTEREST DUE ON STREETScape	32,570
Total Dept 000.000		15,602,460

TOTAL EXPENDITURES

15,602,460**Fund 592 - WATER REPLACEMENT FUND:**

TOTAL REVENUES	15,680,000
TOTAL EXPENDITURES	15,602,460
NET OF REVENUES & EXPENDITURES	77,540
CARRYOVER	820,007

Fund 593 - SEWER COLLECTION**Revenues****Dept 000.000**

593-000.000-625.400	BILLINGS	80,000
593-000.000-626.400	PENALTIES	1,100
593-000.000-648.401	SERVICE FEES	0
593-000.000-664.400	INTEREST INCOME	8,400
Total Dept 000.000		<u>89,500</u>

TOTAL REVENUES89,500**Expenditures****Dept 557.000 - COLLECTION SYSTEMS**

593-557.000-703.700	SALARIES AND WAGES	25,000
593-557.000-710.700	OVERTIME	700
593-557.000-714.700	MANDATORY MEDICARE	375
593-557.000-715.700	SOCIAL SECURITY (EMPLOYER)	1,593
593-557.000-716.700	HEALTH INSURANCE PREMIUM	5,400
593-557.000-718.700	MERS RETIREMENT (EMPLOYER)	6,500
593-557.000-718.701	EMPLOYER DEFERED COMP.	930
593-557.000-720.700	WORKERS COMPENSATION PREMIUM	900
593-557.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
593-557.000-727.700	OPERATING SUPPLIES	500
593-557.000-782.700	ADMINISTRATION	16,000
593-557.000-801.700	CONTRACTUAL SERVICES	5,000
593-557.000-941.700	EQUIPMENT RENTAL	16,000
593-557.000-956.700	EXPENSES	250
Total Dept 557.000 - COLLECTION SYSTEMS		<u>79,154</u>

TOTAL EXPENDITURES79,154**Fund 593 - SEWER COLLECTION:**

TOTAL REVENUES	89,500
TOTAL EXPENDITURES	<u>79,154</u>
NET OF REVENUES & EXPENDITURES	10,346
CARRYOVER	254,612

Fund 661 - EQUIPMENT FUND

Revenues

Dept 000.000

661-000.000-601.400	WATER FUND EQUIPMENT RENTAL	25,000
661-000.000-602.400	SEWER FUND EQUIPMENT RENTAL	10,500
661-000.000-602.402	SEWER COLLECITON EQUIP. RENT	16,000
661-000.000-603.400	LOCAL STREET EQUIPMENT RENTAL	20,500
661-000.000-604.400	MAJOR STREET EQUIPMENT RENTAL	37,000
661-000.000-607.400	CEMETERY EQUIPMENT RENTAL	10,500
661-000.000-608.400	INDUSTRIAL PARK EQUIP. RENTAL	0
661-000.000-609.400	TRUNKLINE EQUIPMENT RENTAL	28,500
661-000.000-614.400	GENERAL FUND EQUIP. RENTAL	55,200
661-000.000-634.400	GRANT	47,000
661-000.000-664.400	INTEREST INCOME	10,000
661-000.000-673.000	SALE OF FIXED ASSETS	47,000
661-000.000-695.400	MISCELLANEOUS	0
Total Dept 000.000		307,200

TOTAL REVENUES

307,200

Expenditures

Dept 000.000

661-000.000-703.700	SALARIES AND WAGES	12,600
661-000.000-710.700	OVERTIME	150
661-000.000-714.700	MANDATORY MEDICARE	186
661-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	791
661-000.000-716.700	HEALTH INSURANCE PREMIUM	3,820
661-000.000-718.700	MERS RETIREMENT (EMPLOYER)	4,035
661-000.000-718.701	EMPLOYER DEFERED COMP.	530
661-000.000-720.700	WORKERS COMPENSATION PREMIUM	520
661-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	5
661-000.000-782.700	ADMINISTRATION	12,000
661-000.000-805.700	REPAIR/PARTS	29,750
661-000.000-806.700	REPAIR/PARTS POLICE	10,000
661-000.000-818.700	INS. PREMIUM - LIABILITY	26,000
661-000.000-856.700	FUEL	37,440
661-000.000-956.700	EXPENSES	100
661-000.000-966.700	DEPRECIATION	0
661-000.000-966.701	DEP.EXP. PUBLIC SAFETY	0
661-000.000-977.700	CAPITAL ACQUISITIONS	413,500
661-000.000-994.700	BOND	0
661-000.000-994.701	PAYMENT INSTALLMENT	38,608
661-000.000-995.700	INTEREST DUE ON BONDS	0
Total Dept 000.000		590,035

TOTAL EXPENDITURES	590,035
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Fund 661 - EQUIPMENT FUND:

TOTAL REVENUES	307,200
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TOTAL EXPENDITURES	590,035
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NET OF REVENUES & EXPENDITURES	-282,835
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CARRYOVER	143,673
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DWAM GRANT REVENUE	152,439
EXCESS CARRYOVER	130,396
TOTAL AMOUNT USED TO MATCH DEFICIT	282,835

8.12 Longevity Pay

Longevity pay shall be awarded to all full-time employees on the first pay after the anniversary of hire according to the following schedule:

<u>Length of Service</u>	<u>Amount of Pay</u>
5 years	\$500
10 years	\$1,000
15 years	\$1,500
20 years	\$2,000
25 years	\$2,500
Every 5 additional years	\$2,500

Employment contracts and/or collective bargaining agreements may stipulate varying longevity benefits. Reference your contract for details.

9.02 Health Insurance Package

Each full-time employee is eligible for health insurance coverage, including prescription and dental coverage, for themselves and their legal dependents. Dependents are defined in the plan book and special riders are available, at the employee's expense, in certain instances where dependents do not qualify.

Employees share in premium costs at a rate of 14% of premium paid for standard coverage. Employees may choose to upgrade the health insurance coverage with the employee share in premium costs increasing to a rate of 20%. Premium payments will be automatically deducted from two pay payrolls per month, in equal amounts.

~~Each employee and eligible dependent on the City's health insurance shall be reimbursed for up to two (2) thirty dollar (\$30) physician office visits per year. The year shall run in accordance with the City's fiscal year (July through June).~~

Employees can enroll in the health plan through the City Treasurer's office. Changes in status (i.e. marriage, birth of a child, etc.) should be reported within thirty (30) days to that office.

A supplemental insurance plan is also available to employees at their own expense through AFLAC. For a complete description of this option, as well as the City's health plan and enrollment process, please refer to the respective plan books available in the Treasurer's office.

Employees covered by a health plan through a spouse or other means may opt to waive health coverage through the City and receive a cash payment totaling \$1,500 per year, paid in equal increments each pay period. Proof of coverage through another source is required; if that coverage should terminate, the employee and their legal dependents would be eligible for coverage through the City.

9.05 Pension Plan

For full-time employees, hired prior to July 1, 2013, the City participates in the Michigan Municipal Employees Retirement System (MERS) which requires an employee contribution of 5% of gross wages. For further information regarding vesting periods and specific pension benefits, consult the City Treasurer's office.

As of July 1, 2013, all new full-time employees shall participate in the MERS Defined Contribution Plan as follows:

1. This plan applies to all new hires
2. To receive one month of service credit an employee shall work ten 8 hour days
3. The benefit multiplier shall be 1.5%
4. Final Average Compensation shall be based on 5 years
5. Vesting period shall be 10 years
6. The required employee contribution shall be 6.15% with the employer paying no more than 2%
7. Early Normal Retirement shall be age 55 with 25 years of service.

Any employee may opt to participate in a Deferred Compensation (457) retirement plan administered by the City. The City will match eligible contributions to this plan up to a maximum match of ~~\$4,200~~ \$2,500.00 per year for full time employees. This plan allows employees to self-fund a variety of investments on a pre-tax basis. Information on this program is also available in the City Treasurer's office. Employment contracts and/or collective bargaining agreements may stipulate varying retirement and pension benefits. Reference your contract for details.

9.10 Uniforms and Safety Attire

The City provides uniforms, safety equipment and a shoe/boot allowance for eligible employees. Uniforms are available to certain full-time staff, and are to be worn for official purposes only. The appropriate Department Head will approve all uniform replacements and other allowances prior to issuance.

Allowances for shoes/boots and prescription, protective eyewear are available annually, but are subject to need. Employees will be reimbursed up to \$100 annually for prescription, protective eyewear. However, eyewear will be replaced only when the prescription changes, not automatically on an annual basis; proof of prescription change is required.

An annual shoe/boot allowance is also available to replace worn work boots. If work boots are in good condition, they need not be replaced on an annual basis. To qualify for boot replacement, the employee must turn in worn boots to their Department Head, purchase replacement boots that meet safety specifications, and furnish a copy of the receipt for the newly purchased boots to their Department Head. The maximum boot allowance per year is up to ~~\$150~~ \$200 per employee (with the amount of the reimbursement being capped at the amount actually paid for the boot, or the ~~\$150~~ \$200 maximum, whichever is lower).

RESOLUTION #24-16

WHEREAS, the West Branch City Council in §51.095 and §52.39 of the City of West Branch Code of Ordinances have determined that water/sewer charges constitute a lien on the property, and

WHEREAS, §92.17 of the Code of Ordinances states that the charges for mowing noxious weeds shall be a lien against the premises,

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby acknowledges the following liens and authorizes the Clerk to place these charges on the 2024 tax roll:

Water/Sewer Charges

Service Address	Past Due Amount
651 COLUMBUS DR	19.36
409 N FIRST ST	852.15
239 S FIRST ST	14.75
220 W HOUGHTON AVE	14.75
309 W RIPLEY ST	309.09
336 S SEVENTH ST	377.97
119 S THIRD ST	196.31
134 S SECOND ST	14.75

Service Address	Past Due Amount
355 E IRONS PARK DR	73.58
260 N BURGESS ST UNIT 2	53.97
327 N SIXTH ST	25.64
128 S SECOND ST #2	109.17
139 CARPENTER ST	123.18
119 HALL ST	73.57
402 N SECOND ST	61.21
331 S THIRD ST	102.51

Mowing

134 S SECOND ST	\$410.00
243 N BURGESS ST	\$205.00

RESOLUTION #24-17

WHEREAS, the City of West Branch does allow for sidewalk cafes as per section 15.485 of the City of West Branch ordinances, and

WHEREAS, any sidewalk café request from a business located off of Houghton Ave. must file a permit with MDOT, and

WHEREAS, a requirement to approval by MDOT requires a resolution of support from the local City Council, and

WHEREAS, upon approval by MDOT, it is the responsibility of the City to monitor the requirements of the permit, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council does hereby approve the sidewalk café permit for Buccilli's Pizza for the 2024 calendar season



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: MIDNIGHT MADNESS UNDER THE LIGHTS TOURNAMENT

Event Date: JUNE 7-9 & 21-23 Start Time: 5PM End Time: 1AM

Name of Sponsoring Organization: OGEMAW ORIOLES TRAVEL BASEBALL

Address: 217 N. 5TH STREET, WEST BRANCH, MI 48661

Contact Person: ROBERT DACK Phone Number: 989-312-1260

Describe the purpose of this event: Baseball tournament hosting approximately 70 teams

Ages ranging from 8 - 11 years old at the Little League fields.

Point of Assembly: West Branch Little League Fields

Proposed Route: _____
(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

Chief of Police

West Branch City DPW -



services NOT needed



arrangements have been made

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.

Signature

ROBERT DACK

Date

5/13/24

For Office Use Only:
Permit Approved – Yes / No

City Council/Manager

7/6/2020



City of West Branch

121 N 4th St, West Branch, Michigan 48661
(989)345-0500 • Fax (989)345-4390 • www.westbranch.com

Special Event Permit

Event Name: Rockn 4 HOPE

Event Date: 9-14-24 Start Time: 11am End Time: 6pm

Name of Sponsoring Organization: Coalition of H.O.P.E.

Address: 1795 Simmons Rd W.Br, MI 48166

Contact Person: Vicki Barnes Phone Number: 989-510-0911

Describe the purpose of this event: awareness of suicide prevention, intervention & post-vention

Point of Assembly and/or proposed route (attach separate diagram if needed):

If requesting a road closure Road closure Start time: _____ End time: _____

Road closure location _____

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 ☐

Chief of Police

Ogemaw County Posse - services NOT needed ☐ arrangements have been made ☐

Chief of Police

West Branch City DPW – services NOT needed ☐ arrangement have been made ☐

DPW Superintendent



City of West Branch

121 N 4th St, West Branch, Michigan 48661
(989)345-0500 • Fax (989)345-4390 • www.westbranch.com

Additional Terms and Conditions:

1. Sponsoring Organization agrees that it will fully comply with the terms of this permit and will also comply with all State, County, and Local ordinances that may pertain to the event.
2. Sponsoring Organization further agrees and understands that it shall hold harmless and indemnify the City, its officers, employees, contractors, subcontractors, representatives, and agents from and against any and all civil actions, claims, judgements, 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.
3. Sponsoring Organization further agrees and understands that it shall hold harmless and indemnify the City, its officers, employees, contractors, subcontractors, representatives, and agents from and against any and all civil actions, claims, judgements, injuries and/or damages including attorney fees resulting and/or arising from the special event and/or from the actions and/or omissions from third parties hired or are volunteers of Sponsoring Organization.

Sponsor Organization signs this Agreement after having fully reviewed the terms and conditions set forth above and agree to be responsible for full compliance of such terms and conditions.

Wicki Barnes
Applicant Signature

5-17-24
Date

For Office Use Only:

Permit Approved -- Yes / No

Council meeting date _____

Manager / Clerk Signature



121 N. 4th St., West Branch, MI 48661 Telephone: 989-345-0500
Email: cityhall@westbranch.com

Name of Donor (person or group making the donation to the "Donee" aka "The City of West Branch"):

Faith Ramsey

Phone # 331-384-3836

Email Address:

Faithramsey1442@gmail.com

Address:

2071 Dr. Wood Lane NE, Kalkaska, MI 49646

Type of Donation:

Memorial Bench (family member) (tree, bench, marker, etc.)

IMPORTANT NOTICE:

By signing below, I agree that the item(s) listed above are to be donated to the City of West Branch for public use. I further agree and understand that:

- By accepting the donation, the City is making NO promise to me or my organization whatsoever, other than that the item donated will be used for a public purpose. That means that though the City may choose to repair/maintain the item donated, there is no requirement or agreement that that will be done—instead, decisions on whether donated items will be repaired/maintained will be left to the sole discretion of City administration, and will typically depend on financial and other considerations.
- The Donor also understands that once the donation is made, the gift is irrevocable, and that they have given up all property rights and interest in the donated piece of property.
- The Donor also understands that in cases such as donated benches and/or trees, etc., that placement of such items will be up to the sole discretion of the City DPW Superintendent, and that it is the responsibility of the Donor to contact the DPW Superintendents to make arrangements for such placement, etc.

By signing below, I indicate that I have read and understand this document and agree to all of its terms:

Faith Ramsey
Donor Signature

5/3/24
Date

Staff Action: Date _____

Donation Accepted _____

Denied _____

Please list additional relevant information on next page and/or attach additional pages, though such additional pages and/or attachments are NOT a part of the agreement signed above.



REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, MAY 6, 2024.

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

Present: City Mayor Paul Frechette, Council Members Carol Adair, Lois Bergquist, Mike Jackson, Ellen Pugh, and Cathy Zimmerman.

Absent: Member Rusty Showalter

Other officers present: City Manager John Dantzer, City Clerk Lori Ann Clover-Gambrel, DPW Supervisor Mike Killackey, Chief Ken Walters, City Realtor Yvonne DeRosio, and Atty: Gregory Meihn via Zoom.

All stood for the Pledge of Allegiance.

* * * * *

Mayor Frechette opened the Public Hearing for the 2024/2025 fiscal year budget at 6:01 pm.

Manager Dantzer explained he had prepared two options for review. The original covered in the work session and an addition option including a couple of the changes that were discussed during the work session. This option also included the sidewalk/walking path. Council agreed that they preferred the addition option. Manager Dantzer will pursue bids for the walking path in concrete.

No one else from the public wished to speak on the subject and no communication was received by City Hall prior to the meeting.

MOTION BY FRECHETTE, SECOND BY JACKSON, TO CLOSE THE PUBLIC HEARING FOR THE 2024/2025 FISCAL YEAR BUDGET AT 6:06 PM.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

* * * * *

Manager Dantzer explained the garbage cans from Tree Tops would match the new street scape and the rest of the cans in the city. The Treetops cans were the selection made by the DDA and the cost is less than what was budgeted. We would need 12 additional garbage cans.

MOTION BY ZIMMERMAN, SECOND BY PUGH, TO APPROVE THE BID AND SOLE SOURCE VENDOR REQUEST FROM TREETOP PRODUCTS, LLC FOR TWELVE GARBAGE CANS NOT TO EXCEED \$5,107.08.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

* * * * *

MOTION BY ADAIR, SECOND BY JACKSON, TO APPROVE PAYMENT OF THE BILLS IN THE AMOUNT OF \$96,136.20.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY ZIMMERMAN, TO EXCUSE MEMBER SHOWALTER FROM TODAY'S MEETING.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

* * * * *

Council held a discussion concerning the Sidewalk Café Policy. Concern was stated as to the amount of space the restaurants would be able to utilize with the new sidewalks being so much wider. Manager Dantzer will review the policy for footage information and bring some ideas to the next meeting for ensuring the wider sidewalk would remain in front of the restaurants also. Manager Dantzer also explained that MDOT would have the final approval the City is just showing support by passing the Resolutions.

MOTION BY ZIMMERMAN, SECOND BY ADAIR, TO APPROVE RESOLUTION 24-11 SIDEWALK CAFÉ G'S PIZZERIA, RESOLUTION 24-12 SIDEWALK CAFÉ HIGHWAY BREWERY, AND RESOLUTION 24-13 SIDEWALK CAFÉ TIPSY BEAR BISTRO WITH THE REVIEW OF THE ALLOWED FOOTAGE.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

RESOLUTION #24-11

WHEREAS, the City of West Branch does allow for sidewalk cafes as per section 15.485 of the City of West Branch ordinances, and

WHEREAS, any sidewalk café request from a business located off of Houghton Ave. must file a permit with MDOT, and

WHEREAS, a requirement to approval by MDOT requires a resolution of support from the local City Council, and

WHEREAS, upon approval by MDOT, it is the responsibility of the City to monitor the requirements of the permit, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council does hereby approve the sidewalk café permit for G's Pizzeria for the 2024 calendar season

RESOLUTION #24-12

WHEREAS, the City of West Branch does allow for sidewalk cafes as per section 15.485 of the City of West Branch ordinances, and

WHEREAS, any sidewalk café request from a business located off of Houghton Ave. must file a permit with MDOT, and

WHEREAS, a requirement to approval by MDOT requires a resolution of support from the local City Council, and

WHEREAS, upon approval by MDOT, it is the responsibility of the City to monitor the requirements of the permit, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council does hereby approve the sidewalk café permit for Highway Brewery for the 2024 calendar season

RESOLUTION #24-13

WHEREAS, the City of West Branch does allow for sidewalk cafes as per section 15.485 of the City of West Branch ordinances, and

WHEREAS, any sidewalk café request from a business located off of Houghton Ave. must file a permit with MDOT, and

WHEREAS, a requirement to approval by MDOT requires a resolution of support from the local City Council, and

WHEREAS, upon approval by MDOT, it is the responsibility of the City to monitor the requirements of the permit, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council does hereby approve the sidewalk café permit for Topsy Bear Bistro for the 2024 calendar season

* * * * *

Manager Dantzer explained that Resolution 24-14 is choosing the exemption option for the City's health insurance cost sharing requirements.

MOTION BY ADAIR, SECOND BY PUGH, TO APPROVE RESOLUTION 24-14 HEALTH INSURANCE OPT OUT EXEMPTION OPTION FOR PUBLIC ACT 152 OF 2011.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

RESOLUTION #24-14

WHEREAS, 2011 Public Act 152 (the “Act”) was passed by the State Legislature and signed by the Governor on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirements of the Act;

WHEREAS, the three options are as follows:

- 1) Section 3 – “Hard Caps” Option – limits a public employer’s total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 – “80%/20% Option – limits a public employer’s share of total annual health care costs to not more than 80%. This option required an annual majority vote of the governing body;
- 3) Section 8 – “Exemption” Option – a local unit of government, as defined in the Act, may exempt itself from the requirement of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the West Branch City Council has decided to adopt the annual “Exemption” option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED, the Council of the City of West Branch elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual “Exemption” option for the medical benefit plan coverage year July 1, 2024 through June 30, 2025

* * * * *

Manager Dantzer explained the highlighted changes were housekeeping issues changing clerk/treasurer to treasurer as the positions were split.

MOTION BY JACKSON, SECOND BY ZIMMERMAN, TO APPROVE THE UPDATED INVESTMENT POLICY.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

* * * * *

MOTION BY PUGH, SECOND BY ADAIR, TO APPROVE THE SPECIAL EVENT PERMIT FOR SUMMER MUSIC SERIES CONCERTS.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

* * * * *

Discussion was held regarding the budgeted amount of \$4,000 and the invoiced amount of \$2,994.60 from STING.

MOTION BY FRECHETTE, SECOND BY PUGH, TO APPROVE THE STING INVOICE OF \$2,994.60.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

* * * * *

West Branch Township requested a reduction of the sewer usage at Country Village Estates Trailer Park. There was a broken pipe and water leaked out onto the ground. The full amount of forgiveness will not be known until the quarterly readings in June. The broken pipe has been fixed.

MOTION BY FRECHETTE, SECOND BY JACKSON, TO APPROVE THE SEWER ADJUSTMENT FOR COUNTRY VILLAGE ESTATES AND AUTHORIZE CLERK CLOVER-GAMBREL TO ADJUST THE BILL BASED ON THEIR AVERAGE USAGE.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

* * * * *

Manager Dantzer explained that Justin Benjamin submitted a counter offer to the original purchase agreement changing the reverter clause from two years to five years.

MOTION BY PUGH, SECOND BY ZIMMERMAN, TO APPROVE THE COUNTER OFFER CHANGING THE REVERTER CLAUSE FROM TWO YEARS TO FIVE YEARS.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

Justin Benjamin and Todd Johnson expressed thanks to the Council.

* * * * *

MOTION BY JACKSON, SECOND BY PUGH, TO APPROVE THE MINUTES AND SUMMARY FROM THE REGULAR MEETING HELD APRIL 15, 2024 WITH THE CORRECTION OF THE LIBRARY MILLAGE REQUEST FROM 0.04 TO 0.4.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

* * * * *

MOTION BY ADAIR, SECOND BY PUGH, TO RECEIVE AND FILE THE TREASURER’S REPORT AND INVESTMENT SUMMARY; MINUTES FROM THE PLANNING COMMISSION MEETING HELD APRIL 9, 2024; MINUTES FROM THE DDA MEETING HELD MARCH 26, 2024; MINUTES FROM THE IDC MEETING HELD SEPTMBER 28, 2023; MINUTES FROM THE ELECTION COMMISSION PUBLIC ACCURACY TEST HELD APRIL 17, 2024; MINUTES FROM THE AIRPORT BOARD MEETING HELD MARCH 20, 2024; MINUTES FROM THE LAND BANK AUTHORITY MEETING HELD MARCH 4, 2024 AND MARCH 20, 2024; AND MINUTES FROM THE OGEMAW HOUSING ADVISORY COMMITTEE MEETING HELD MARCH 26, 2024 AND APRIL 16, 2024.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY ZIMMERMAN, TO RE-APPOINT KIM ERVANS TO THE BOARD OF REVIEW FOR A 3-YEAR TERM TO EXPIRE 12/31/2027.

Yes — Adair, Bergquist, Frechette, Jackson, Pugh, and Zimmerman

No – None

Absent – Showalter

Motion carried

* * * * *

Mayor Frechette asked if anyone knew of a drone operator with a commercial license. He is interested in putting together footage of the re-construction in the City. Aerial Inspirations was suggested and Darlene Jones name was given as she has lots of pictures of the progress.

Member Zimmerman stated that she thought the construction was going smoothly and there were no missed appointments at her office. She is grateful her office is on the first leg of the construction. She asked about the rumble strips at the corner of State and Valley. They were removed as they kept breaking down.

Member Bergquist announced that the Chamber Ball was huge success. Congratulations to Yvonne DeRoso for winning the Community Impact Award.

Member Jackson stated that there was a little difficulty navigating S Valley with all the students taking Prom pictures in Irons Park.

Atty: Meihn reported that he has finalized the state requirements for the building department. Collections for taxes are going well. The Reverter clause is good coverage to have in place in the event that something goes wrong.

Matthew Thompson asked Council if they would consider a temporary three way stop at the corner of Fourth St. and Sidney St. The traffic there is out of control at times. This phase in the construction is almost complete and the next phase will use Second St. as a detour. However, for phase three that might be a consideration.

Mayor Frechette addressed the Girl Scout in the audience working toward her "Great American Award".

Chief Walters informed Council that Wednesday the first Officer Recruit will be starting and the next one will start on May 14th. He has two officers directing traffic at the schools during the starting and ending hours.

DPW Supervisor Killackey informed Council that the construction project is going well. Installation of the new water lines went great. This week the concrete should be poured.

Mayor Frechette adjourned the meeting at 6:37 pm.

Paul Frechette, Mayor

Lori Ann Clover-Gambrel, Clerk

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, MAY 6, 2024.

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

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

Absent: Council Member Showalter

Other officers present: Manager Dantzer, Clerk Clover-Gambrel, DPW Supervisor Killackey, Chief Walters, Realtor DeRoso, and Atty. Meihn via Zoom.

All stood for the Pledge of Allegiance.

Mayor Frechette opened the public hearing for the 2024/2025 budget at 6:01 pm.

Manager Dantzer reviewed the budget. No one from the public wished to speak nor was any communication received prior to the public hearing.

Council closed the public hearing at 6:06 pm.

Council approved the sole source vendor request from Treetop Products, LLC for twelve garbage cans.

Council approved bills in the amount of \$96,136.20.

Council excused Member Showalter.

Council approved Resolution 24-11 sidewalk Café for G's Pizzeria, 24-12 for Highway Brewery, and 24-13 for Topsy Bear Bistro, and Resolution 24-14 health insurance opt out.

Council approved the updated investment policy.

Council approved the Special Event Permit for Summer Music Series.

Council approved the STING Invoice for \$2,994.60.

Council approved the sewer adjustment for Country Village Estates.

Council approved the counter offer from Justin Benjamin changing the reverter clause from two to five years.

Council approved the minutes and summary from the regular meeting held April 15, 2024 with the correction noted.

Council received and filed the treasurers report and investment summary; minutes from the Planning Commission 4/9/24; DDA 3/26/24; IDC 9/28/23; Election Commission 4/17/24; Airport Board 3/20/24; Land Bank Authority 3/4/24 and 3/20/24; and Ogemaw Housing Advisory Committee 3/26/24 and 4/16/24.

Council approved the re-appointment of Kim Ervans to the BOR for a 3-year term.

Mayor Frechette, Members Zimmerman, Jackson, and Bergquist, Atty. Meihn, Chief Walters, and DPW Supervisor Killackey gave updates.

Matthew Thompson requested a four way stop at Fourth St. and Sidney St.

Mayor Frechette adjourned the meeting at 6:37 pm.

Bank Code		Beginning Balance 05/01/2024	Total Debits	Total Credits	Ending Balance 05/31/2024
Fund	Description				
GEN1	GEN1 - GENERAL CHECKING				
101	GENERAL FUND	903,706.90	1,774,050.66	1,859,437.23	818,320.33
151	CEMETERY PERPETUAL CARE	2,186.50	0.00	0.00	2,186.50
209	CEMETERY FUND	(858.47)	2,250.00	2,037.35	(645.82)
237	MARIJUANA FUND	4,582.19	0.00	0.00	4,582.19
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	518.44	2,979.94	0.00	3,498.38
248	DDA OPERATING FUND	395,543.69	600.00	200.00	395,943.69
251	INDUSTRIAL PARK FUND	39,738.23	0.00	83.33	39,654.90
276	HOUSING RESOURCE FUND	200,598.93	418.00	0.00	201,016.93
318	SEWER DEBT FUND	257,298.94	10,050.42	294.19	267,055.17
319	WATER DEBT FUND	139,678.77	2,536.24	61.09	142,153.92
572	PLANT REPLACEMENT FUND (R&I)	1.84	0.00	0.00	1.84
590	SEWER FUND	372,659.99	53,657.31	38,840.88	387,476.42
591	WATER FUND	665,009.40	19,412.18	21,014.59	663,406.99
592	WATER REPLACEMENT FUND	2,541,605.36	1,749,500.00	1,749,500.00	2,541,605.36
597	SEWER COLLECTION	308,089.31	2,513.79	4,879.83	305,723.27
561	EQUIPMENT FUND	180,311.56	21,546.00	7,138.58	194,718.98
704	PAYROLL CLEARING	(65,197.30)	89,694.14	0.00	24,496.84
705	IRONS PARK ENTERTAINMENT FUND	16,414.68	500.00	63.58	16,851.10
707	YOUTH SAFETY PROGRAM	116.69	0.00	0.00	116.69
	GEN1 - GENERAL CHECKING	5,962,005.65	3,729,708.68	3,683,550.65	6,008,163.68
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	777,327.82	21,680.62	12,319.88	786,688.56
203	LOCAL STREET FUND	510,939.63	12,709.38	3,929.10	519,719.91
	MAJOR/ LOCAL STREETS	1,288,267.45	34,390.00	16,248.98	1,306,408.47
PAY	PAYROLL				
704	PAYROLL CLEARING	136,028.07	0.00	84,939.57	51,088.50
	PAYROLL	136,028.07	0.00	84,939.57	51,088.50
CHEM	SAVINGS				
101	GENERAL FUND	463,119.56	0.00	0.00	463,119.56
151	CEMETERY PERPETUAL CARE	1,235.40	0.00	0.00	1,235.40
251	INDUSTRIAL PARK FUND	246.05	0.00	0.00	246.05
571	COLLECTION REPLACEMENT FUND	0.65	0.00	0.00	0.65
591	WATER FUND	26,855.72	0.00	0.00	26,855.72
592	WATER REPLACEMENT FUND	20,153.94	0.00	0.00	20,153.94
597	SEWER COLLECTION	3,234.19	0.00	0.00	3,234.19
561	EQUIPMENT FUND	103,678.08	0.00	0.00	103,678.08
	SAVINGS	618,523.59	0.00	0.00	618,523.59
TAX	TAXES				
703	CURRENT TAX COLLECTION FUND	18,090.78	366.46	366.46	18,090.78
	TAXES	18,090.78	366.46	366.46	18,090.78
	TOTAL - ALL FUNDS	8,022,915.54	3,764,465.14	3,785,105.66	8,002,275.02

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
FROM 05/01/2024 TO 05/31/2024
FUND: ALL FUNDS
INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 05/01/2024	Total Debits	Total Credits	Ending Balance 05/31/2024
Fund 101 GENERAL FUND					
003.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
003.400	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 151 CEMETERY PERPETUAL CARE					
003.401	CERTIFICATE OF DEPOSIT C	112,500.00	0.00	0.00	112,500.00
003.402	CERTIFICATE OF DEPOSIT D	113,500.00	0.00	0.00	113,500.00
003.403	CERTIFICATE OF DEPOSIT E	40,000.00	0.00	0.00	40,000.00
	CEMETERY PERPETUAL CARE	266,000.00	0.00	0.00	266,000.00
Fund 251 INDUSTRIAL PARK FUND					
003.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
003.400	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					
003.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
003.400	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	891,000.00	0.00	0.00	891,000.00



West Branch Police Department

Chief Kenneth W. Walters

130 Page St.

West Branch, Michigan 48661

Phone: 989-345-2627 Fax: 989-345-0083

E-mail: police@westbranch.com

5/8/2024

Honorable Mayor and Council,

This is the April month end report. For the month of April, the department handled 97 Law Enforcement complaints. The most serious arrest during the month of April, was for possession of Methamphetamine. The department handled 14 blight / ordinance violations. The majority for brush / lawn refuse violations.

As of today's date, the Ford Patrol Vehicle that has been at Dean Arbour Ford for the entire month of April, has been repaired and returned to us. The engine turbos had been replaced about four months ago and failed again at the beginning of April. Hopefully, we can avoid issue with that vehicle, at least for a few months.

Construction detours appear to be flowing well on our end, minus school drop off and pick up. Currently, we have two officers directing traffic during these peak traffic times when available and able to do so.

Respectfully,


Chief Kenneth W. Walters

Offense Count Report

Page: 1

Report Criteria:

Start Offense	End Offense	Officer	
01000	99009	ALL	
APRIL2024	TOTAL2024	TOTAL2023	TOTAL2022
04/01/2024-04/30/2024	01/01/2024-04/30/2024	01/01/2023-12/31/2023	01/01/2022-12/31/2022

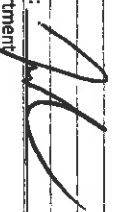
Offense	Description	APRIL2024	TOTAL2024	TOTAL2023	TOTAL2022
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	0	1
11005	SEXUAL PENETRATION OBJECT CSC1	0	0	1	0
11007	SEXUAL CONTACT FORCIBLE CSC2	0	0	2	1
11008	SEXUAL CONTACT FORCIBLE CSC4	0	1	3	1
13001	NONAGGRAVATED ASSAULT	0	10	32	19
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	2	2
13003	INTIMIDATION/STALKING	0	0	0	3
20000	ARSON	0	0	1	0
22001	BURGLARY - FORCED ENTRY	0	0	0	1
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	1	3
23003	LARCENY - THEFT FROM BUILDING	0	0	1	1
23005	LARCENY - THEFT FROM MOTOR VEHICLE	0	0	3	3
23007	LARCENY - OTHER	0	1	8	9
24001	MOTOR VEHICLE THEFT	1	1	0	1
25000	FORGERY/COUNTERFEITING	0	0	0	1
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	1	2	0
26002	FRAUD - CREDIT CARD/ATM	0	0	2	1
26003	FRAUD - IMPERSONATION	0	0	1	1
26006	FRAUD - BAD CHECKS	0	0	1	2
26007	FRAUD - IDENTITY THEFT	0	0	3	4
27000	EMBEZZLEMENT	0	0	0	3
28000	STOLEN PROPERTY	1	1	0	1
29000	DAMAGE TO PROPERTY	4	8	30	12
30002	RETAIL FRAUD - THEFT	0	1	2	1
35001	VIOLATION OF CONTROLLED SUBSTANCE	0	0	0	9
36004	SEX OFFENSE - OTHER	0	0	1	0
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	3	0
41002	LIQUOR VIOLATIONS - OTHER	0	0	0	1
42000	DRUNKENNESS	0	0	1	0
48000	OBSTRUCTING POLICE	0	0	0	2
49000	ESCAPE/FLIGHT	0	0	0	1
50000	OBSTRUCTING JUSTICE	2	13	32	37
52001	WEAPONS OFFENSE - CONCEALED	0	0	0	1
52003	WEAPONS OFFENSE - OTHER	0	3	1	0
53001	DISORDERLY CONDUCT	0	0	6	0
53002	PUBLIC PEACE - OTHER	0	0	1	0
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	0	0	1	0
54002	OUIL OR OUID	0	2	5	13
54003	DRIVING LAW VIOLATIONS	2	8	29	46
55000	HEALTH AND SAFETY	0	1	1	0
57001	TRESPASS	0	2	21	14
62000	CONSERVATION	0	0	1	0
70000	JUVENILE RUNAWAY	2	2	2	6
70001	Incorrigible	0	0	1	1
70003	Juvenile Truancy	0	2	2	0
70004	Juvenile Issues	0	0	15	1
72000	ANIMAL CRUELTY	0	0	0	1

Offense Count Report

Report Criteria:

Start Offense	End Offense	Officer	
01000	99009	ALL	
APRIL2024	TOTAL2024	TOTAL2023	TOTAL2022
04/01/2024-04/30/2024	01/01/2024-04/30/2024	01/01/2023-12/31/2023	01/01/2022-12/31/2022

Offense	Description	APRIL2024	TOTAL2024	TOTAL2023	TOTAL2022
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	0	5	2
75000	SOLICITATION	0	0	0	1
90001	Vehicle Lockouts	8	22	84	69
90002	Motorist Assists	0	1	13	9
90003	Assist E.M.S.	10	37	160	108
90005	City Ordinance Violations	0	0	25	7
90006	Prisoner Transports	0	0	0	1
90007	Parking Complaints	0	1	3	2
90008	ANIMAL COMPLAINTS	0	2	21	12
90009	Maplewood Manor Alarm / Criminal History Checks	0	1	0	0
91001	Delinquent Minors	1	5	7	8
91002	Runaway	0	0	0	1
91003	K-9 Assists	0	0	9	16
91004	Abandoned Vehicle	0	0	0	3
92003	Walk Away (Ment. & Host.)	0	0	2	4
92004	Insanity	1	7	23	23
92005	MIP Civil	3	7	20	1
93001	PROPERTY DAMAGE ACCIDENT/PI	4	16	65	54
93002	Accident, Non-Traffic	1	4	24	26
93003	Civil Traffic Violations	0	0	0	1
93004	Parking Violations	0	0	0	1
93006	Traffic Policing	1	2	2	5
93007	Traffic Safety Public Relations	3	14	7	11
94001	Valid Alarm Activations	0	0	2	0
94002	False Alarm Activations	3	21	82	81
95001	Accident, Fire	0	0	2	3
95003	Inspection, Fire	0	0	0	1
95004	Hazardous Condition	1	2	0	1
97001	Accident, Traffic	1	1	0	1
97003	Accident, Other Shooting	0	0	0	1
98002	Inspections/Investigations -Motor Vehicles	0	0	1	1
98003	Inspections/Investigations -Property	0	1	0	1
98004	Inspections/Investigations -Other	3	6	20	27
98006	Civil Matters/Family Disputes	0	17	77	47
98007	Suspicious Situations/Subjects	10	30	175	109
98008	Lost/Found Property	2	5	15	13
98009	Inspections/Investigations -Drug Overdose	0	0	1	2
99002	Natural Death	1	1	4	5
99003	Missing Persons	0	1	0	0
99007	PR Activities	0	2	22	14
99008	General Assistance	31	112	421	384
99009	General Non-Criminal	1	3	23	36
Totals:		97	380	1533	1296

CODE ENFORCEMENT 2024:			
Address	Date	Offense	Action Taken / Comments
243 N Burgess Street	3/4/2024	Blight- Trash Complaint	Accumulation of trash/ Photos taken/ Notice Sent
	3/12/2024	Blight- Trash Complaint	No change/ Updated Photos/ Owner cited
	3/13/2024	Blight- Trash Complaint	Trash removed from the yard/ Updated photos/ Closed
246 N 1st Street	3/6/2024	Blight- Trash Complaint	Trash- Too many large items at the curb/ Photos/ Spoke with owner- Tenants just moved out and placed items at the curb/ Owner will remove large items/ Closed
110 E Wright Street	4/1/2024	Blight- Trash Complaint	Excessive trash and large items at the curb/ Photos taken/ Spoke with the owner
	4/2/2024	Blight- Trash Complaint	Tenant just moved out/ Will move extra back
203 S 7th Street	4/7/2024	Burning Violation	Excess items removed/ Closed
			Burning brush recently cut/ Excessive smoke/ Warning given/ Advised on brush pickups/ Closed
163 Fremont Street	4/9/2024	Blight- Trash Complaint	Report of trash/ Junk in the back yard/ Met owner- no junk located/ Plan in place to remove excess clutter from the yard/ Unfounded/ Closed
	4/9/2024	Blight - Brush Violation	Photo taken/ Verbal notice given/ Warning given/ Closed
350 S 8th Street	4/12/2024	Blight - Brush Violation	Photo taken/ Verbal notice given/ Warning given/ Closed
523 Morrison Street	4/12/2024	Blight - Brush Violation	Photo taken/ Brush ordinance notice sent/ Warning given/ Closed
125 E Ripley Street	4/12/2024	Blight - Brush Violation	Photo taken/ Brush ordinance notice sent/ Warning given/ Closed
213 S 2nd Street	4/12/2024	Blight - Brush Violation	Photo taken/ Brush ordinance notice sent/ Warning given/ Closed
227 S 2nd Street	4/12/2024	Blight - Brush Violation	Photo taken/ Brush ordinance notice sent/ Warning given/ Closed
505 Lindsay Street	4/12/2024	Blight - Brush Violation	Photo taken/ Brush ordinance notice sent/ Warning given/ Closed
406 S 7th Street	4/12/2024	Blight - Brush Violation	Photo taken/ Brush ordinance notice sent/ Warning given/ Closed
400 N 3rd Street	4/12/2024	Blight - Brush Violation	Photo taken/ Brush ordinance notice sent/ Warning given/ Closed
364 N 3rd Street	4/12/2024	Blight - Brush Violation	Photo taken/ Brush ordinance notice sent/ Warning given/ Closed
235 N 3rd Street	4/12/2024	Blight - Brush Violation	Photo taken/ Brush ordinance notice sent/ Warning given/ Closed
210 N Burgess Street	4/12/2024	Blight - Brush Violation	Photo taken/ Brush ordinance notice sent/ Warning given/ Closed
Lieutenant Joseph Adams:  Date: 5/1/2024			
West Branch Police Department			

**Ogemaw County Board of Commissioners
Housing Advisory Committee
April 23, 2024, Meeting Minutes**

A meeting of the Ogemaw County Board of Commissioners' Housing Advisory Committee was held on Tuesday, April 23, 2024, at the Ogemaw County Building. Chairperson DeRoso called the meeting to order at 4:00 p.m.

Members Present: John Dantzer, Yvonne DeRoso, Sean Gilbert, Robert Griffin (4:02), Penny Payea, Nancy Tyree, and Charles Wiltse

Members Absent: Cathy Zimmerman

Others Present: Timothy Dolehanty

It was moved by Nancy Tyree, supported by Charles Wiltse, to approve the agenda as presented. MOTION CARRIED.

No members declared a conflict of interest with any agenda item.

Minutes of the April 16 meeting were reviewed. It was moved by Charles Wiltse, supported by Penny Payea, to approve the April 16, 2024, meeting minutes as presented. MOTION CARRIED.

Three potential grant writers were identified to assist the Committee. Charles Wiltse reported that Bob Dack was not available because of other commitments. John Dantzer stated Gary Bartow will consider participating when grant processes become known. Chairperson DeRoso noted LeeAnn Oliver will probably be available to assist the Committee.

The developer database was briefly discussed. There was no progress to report in the past week between meetings.

The Committee discussed solicitation of funds from employers to promote housing development. Chairperson DeRoso suggested creation of an employer database. Sean Gilbert identified a potential contributor and offered to reach out for discussion on behalf of the Committee.

Penny Payea provided an update on regional housing initiatives. It was suggested that a representative from the Michigan State Housing Development Authority (MSHDA) be invited to a future meeting to discuss MSHDA grant opportunities. The Committee would also like to invite Ogemaw County Planning and Zoning Administrator Ryan Veeder and Building Inspector Bryan Stein to a future meeting to participate in conversations about current and potential housing issues.

Nancy Tyree shared information from Arrow Homes about modular housing.

The Committee scheduled its next meetings for May 14 at 12:00 p.m. and May 28 at 9:00 a.m.

It was moved by John Dantzer, supported by Robert Griffin, to adjourn the meeting at 4:55 p.m. MOTION CARRIED.

Foundation for a More Resilient Future

Our Reliability Roadmap
strengthens grid to
reduce, shorten outages

At Consumers Energy, we are modernizing our electric distribution system to continue safely supplying affordable, reliable power for Michigan.

We're replacing poles and wires, upgrading substations and exploring the value of burying more power lines to strengthen the network that keeps power flowing to our homes and businesses every day. Our goal is simple: fewer, shorter and less frequent power outages for our customers.

Just as importantly, we're creating a more stable system to serve our state for decades to come. That means using the latest smart technology to pave the way for electric vehicles and new heating sources, while increasing capacity to avoid outages and overloads.

Our five-year Reliability Roadmap is a blueprint for serving Michigan today and innovating to meet the challenges of the coming decades.

Learn more on back.



Powering a New Vision

We're leading the transition to a resilient, clean energy future. As energy demand and extreme weather threats increase, strengthening the energy grid is more important than ever — and so is ensuring fair and equitable access to all customers.

With continued investment, technological advances and support from regulators and key stakeholders, our Reliability Roadmap can dramatically transform how we serve Michigan. We envision a future when:

- No single outage affects more than 100,000 customers
- All customers have power restored within 24 hours after an outage event

To learn more, visit
ConsumersEnergy.com/Reliable



Our Roadmap

We're serving our 1.9 million electric customers throughout Michigan's Lower Peninsula with a system that's even more safe, reliable, affordable and clean. Our five-year plan improved reliability performance by focusing primarily on:

Infrastructure upgrades: We're making prudent, proactive investments to replace or rebuild poles, better understand how to bury power lines in a cost-effective way and organize circuits more efficiently to ensure fewer customers are impacted by outages.

Forestry management: Traditional tree trimming is still the most effective way to prevent and shorten power outages and improve system reliability. Our plan significantly increases spending to keep distribution lines clear.

Grid modernization: Smart meters, sensors and automation devices are working together to help us monitor our system more effectively, optimize power delivery and solve problems faster, often before customers notice.

Equity and Environmental Justice: We will continue to weigh how different communities experience reliability and resiliency, as well as future implications for grid access when it comes to EVs and other technologies.

Customer Benefits

Resiliency: Michiganders are experiencing more frequent and severe storms thanks, in part, to climate change. We're designing a tougher, harder grid built to face whatever Mother Nature throws our way. Our poles, for example, will soon sustain winds over 100 miles per hour without ice.

Reliability: Keeping the lights on is job one. We know how frustrating and expensive power outages are for our customers, and we're investing the resources to meet Michigan's peak electricity needs on the hottest summer day.

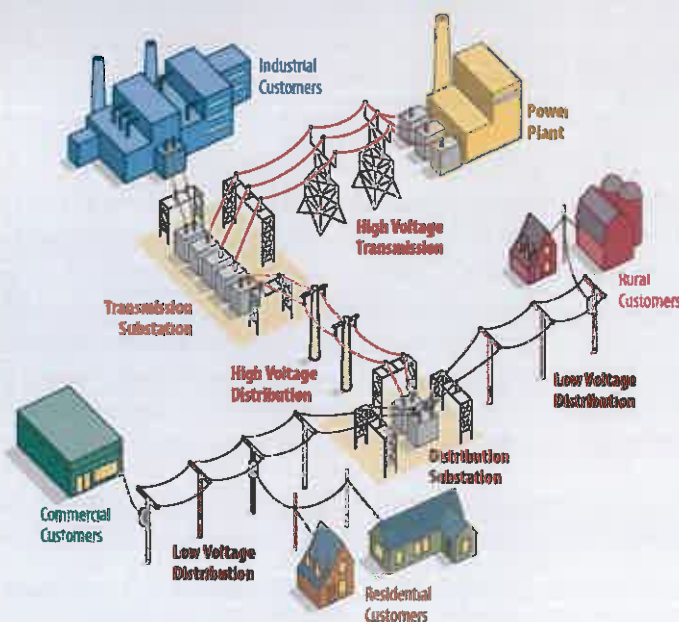
Affordability: We're determined to provide maximum energy value for every customer dollar. That means carefully considering every investment in our system to ensure it produces effective, efficient results for all customers.

Safety and security: Nothing is more important than protecting our customers, our co-workers and the communities we serve. From properly training lineworkers to guarding downed wires and employing the latest cybersecurity tactics, we're committed to working safely.

Sustainability: At Consumers Energy we define sustainability as practices that help our communities thrive without putting future generations at risk. We're building Michigan's grid to last and reducing energy waste to protect the planet.

We recently filed an updated Reliability Roadmap with the Michigan Public Service Commission.

See the full document at [ConsumersEnergy.com/Reliable](https://www.consumersenergy.com/Reliable)



Getting the Grid

Our vast system, which includes more than 90,000 miles of electric lines and about 1,100 substations, is made up of high-voltage distribution (HVD) and low-voltage distribution (LVD) components.

The HVD system receives electricity from the transmission system (not owned by us) at large substations and carries it at either 46 kilovolt (kV) or 138 kV. We can serve only a handful of large industrial customers at that level.

So, our network of distribution substations and smaller transformers step the electricity down progressively for safe delivery to homes and businesses along LVD lines.

Consumers Energy Introduces New Iron Poles to Withstand Michigan's Severe Weather

Over 1,000 Iron Poles to be Installed this Year

JACKSON, Mich., April 29, 2024 – Consumers Energy is introducing yet another new strategy to improve the reliability of the electric grid in Michigan. The energy provider has purchased 1,200 iron utility poles – a \$3.5 million investment – to withstand the forces of mother nature and keep overhead power lines securely in place.



These poles are stronger, lighter and longer lasting than their traditional wooden counterparts. They are engineered to resist fire and the effects of Michigan's harsh weather, and they are not vulnerable to wood decay, woodpeckers, insects or other wildlife.

Iron poles are expected to last upwards of 80 years, which is approximately double the lifespan of a wood pole. This longer lifecycle, combined with recent shortages and increasing prices of wood, led Consumers Energy to move ahead with sourcing and installing iron poles this year.

"These new iron poles will fortify our infrastructure, reducing the number of times that homes and businesses lose power," said Greg Salisbury, Consumers Energy's vice president of electric distribution engineering. "Their ability to withstand the elements will protect the power lines and help to reduce customer outages in the future."

"Installing these initial iron poles is another meaningful step toward modernizing the grid and improving reliability for our customers," said Chris Laird, Consumers Energy's vice president of electric operations. "When the weather is good, you'll see our crews busy at work this year installing poles safely and quickly to make sure we're ready for storms."

Consumers Energy is delivering the first iron poles to the Kalamazoo, Greenville, and Tawas areas. They will initially be installed at selected new construction sites that are accessible to bucket trucks, which are essential to reach and perform work on iron pole tops. Following this first phase of implementation, installations will expand to other areas and replace existing wooden poles throughout the Consumers Energy service territory.

The introduction of iron poles is the latest tactic to be deployed as part of the [Reliability Roadmap](#), Consumers Energy's plan for a smarter and stronger electric grid. The plan includes investments in smart technology and automation, forestry work, and

infrastructure upgrades like this one. It is a blueprint for serving Michigan today while investing and innovating to meet the challenges of tomorrow.

Consumers Energy is Michigan's largest energy provider, providing natural gas and/or electricity to 6.8 million of the state's 10 million residents in all 68 Lower Peninsula counties. Consumers Energy knows job No. 1 is to keep the lights on for customers. We are committed to delivering reliable, clean, and affordable energy to our customers 24/7.

###

Media Contact: Kristen Van Kley, 517-581-0957 or Brian Wheeler, 517-740-1545

For more information about Consumers Energy, go to ConsumersEnergy.com.

Check out Consumers Energy on Social Media



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