

AGENDA

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD IN PERSON AND VIRTUALLY AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, AUGUST 15, 2022, BEGINNING AT 6:00 P.M.

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

- I. Call to order
- II. Roll call
- III. Pledge of Allegiance
- IV. Scheduled Matters from the Floor
 - A. County Update
- V. Public hearing
- VI. Additions to the agenda
- VII. Public comment on agenda items only (limited to 3 minutes)
- VIII. Bids
 - A. Brownfield Consulting Contract and Sole Source vendor request
 - B. Resolution 22-20, DWSRF Lead service line replacement grant
 - C. Resolution 22-21, DWSRF Water Treatment Plant Upgrades grant
- IX. Unfinished Business
- X. New Business
 - A. Bills
 - B. Water adjustment request
 - C. Act 51, Section 18j
 - D. MSHDA Homeowner Assistance Fund program
 - E. Ordinance 22-05, Bond Ordinance
 - F. Annual MERS conference appointments
 - G. Reschedule September meeting
- XI. Approval of the minutes and summary from the regular meeting held August 1, 2022.
- XII. Consent Agenda
 - A. Treasurer's Report and Investment Summary
 - B. July Police Report
 - C. Minutes from the Land Bank meeting held July 13, 2022

XIII. Communications

- A. Center for Local, State, and Urban Policy American Rescue Plan survey results.

XIV. Reports

- A. Mayor
B. Council
C. Manager

1. Reminder of work session following conclusion of regular meeting

XV. Public comment any topic

XVI. Adjournment

UPCOMING MEETINGS-EVENTS

August 15, Work Session 7:00 pm at DPW garage

August 17 Airport Board 12:15 pm

August 23 DDA 12:00 pm

September 5 City Council 6:00 pm (holiday)?

September 13 Planning Commission 6:00 pm


September 19 City Council 6:00 pm

September 20 WWTPA 3:30 pm

September 21 Airport Board 12:15 pm

September 27 DDA 12:00 pm

CONTRACT

Triterra 1305 S. Washington Avenue, Suite 102 Lansing, Michigan 48910 (517) 702-0470	
Mr. John Dantzer City of West Branch 121 N. Fourth Street West Branch, MI 48661	Proposal No.: P22-2799 Date: August 5, 2022
1. Scope of Work: EGLE Brownfield Grant – 3rd Party Oversight \$7,500.00 Project Name: "508 East Houghton Avenue" Technical review and feedback on: <ul style="list-style-type: none"> Work plans Invoices, billing documentation, deliverables The grant/loan final report Attending meetings Site inspections and/or field oversight Property: 508 E. Houghton Avenue (Parcel ID# 052-214-001-00) West Branch, MI 48661	Price (Check Appropriate Box) <div style="display: flex; align-items: center; margin-bottom: 10px;"> <input style="margin-right: 10px;" type="checkbox"/> Fixed Price \$ _____ </div> <div style="display: flex; align-items: center;"> <input checked="" style="margin-right: 10px;" type="checkbox"/> Time and Materials \$ <u>7,500.00</u> </div>
2. Attachments: N/A 3. Documents Incorporated by Reference: N/A	
<p>Authorization and acceptance of this Contract includes acceptance of the terms above, including all attachments, the Terms and Conditions appearing on the reverse side hereof, and all documents incorporated by reference above. Terms of Payment: <u>0</u> % upon execution of Contract; subsequent invoices due on receipt.</p> <p>This Contract is subject to and governed by the Terms and Conditions appearing on the reverse side hereof, including provisions limiting remedies and disclaiming warranties.</p>	
Authorized by Client: CITY OF WEST BRANCH By: _____ Date: _____ (Signature) Name: _____ Title: _____	Accepted by Consultant: Triterra By:  Date: <u>08/05/2022</u> Name: <u>David A. Van Haaren</u> Title: <u>Director Economic Development</u>

TERMS AND CONDITIONS

These Terms and Conditions govern and are applicable to services rendered by Triterra, LLC (hereinafter "Consultant"), to the "Client" identified in the proposal or work order, including any subsequent amendments or change orders (collectively the "Proposal"), issued by Consultant with these Terms and Conditions.

1. **Scope of Services.** The specific professional services (the "Services") to be performed by Consultant on behalf of Client shall be as described in and authorized by the Proposal. Any additional services performed by Consultant for Client at Client's request shall also be subject to these Terms and Conditions except as otherwise provided and acknowledged by Consultant in writing. Client acknowledges and agrees that, except as otherwise specifically provided herein, Consultant is an independent contractor and that Consultant reserves the right to subcontract all or any portion of the Services.
2. **Estimates of Costs.** Any estimates or opinions of costs made by Consultant in Proposals or otherwise are made on the basis of Consultant's judgment as an experienced and qualified environmental consultant and are based on project and site information actually known by Consultant, Consultant's current Schedule of Fees (as defined below), and the anticipated costs of materials, supplies, laboratories, subcontractors, and other components of the project. However, Client acknowledges and agrees that Consultant cannot and does not guarantee that total costs will not vary from estimates prepared by Consultant. The Proposal shall not be considered a "fixed price," "flat fee," or "lump sum" contract or agreement, unless specifically set forth in the Proposal.
3. **Fees and Compensation.** Except as otherwise specifically noted in the Proposal, Client shall be billed and pay for the Services on a time and materials basis based upon Consultant's standard schedule of fees and rates (the "Schedule of Fees"), as adjusted by Consultant from time to time. Services required to be performed on weekends or legal holidays or during non-standard business hours because of circumstances beyond Consultant's reasonable control shall be billed at 150% of the applicable standard rate set forth in the current Schedule of Fees. All costs and expenses billable to Client, including the costs of materials, supplies, rented equipment, permits, bonds, subcontractors, and laboratories, shall be subject to a 15% administrative mark-up. In the event that Consultant is required to provide documents, information, or testimony related to Services rendered to or on behalf of Client pursuant to a subpoena or other order issued by a court or governmental agency, Client shall be responsible for Consultant's costs, expenses, and fees incurred in responding to or complying with the subpoena or order, including charges for time spent by Consultant in accordance with the current Schedule of Fees.
4. **Billing and Payment.** Except as otherwise specifically noted in the Proposal, Client will be invoiced periodically at Consultant's discretion for Services performed by Consultant. Fixed price Proposals will be invoiced on a percentage-completed basis. All invoices shall be due and payable in full upon receipt. Past due balances shall bear interest at the rate of 1.5% per month, or the maximum amount allowed by applicable law, whichever is less, beginning thirty (30) days from the date of the invoice. In the event that Client fails to pay any amount in full when due, Consultant may, at its sole option, suspend the performance of Services until payment in full is received or terminate the performance of Services. The suspension or termination of the performance of Services by Consultant, or the continuation of the performance of Services, shall not in any way affect Client's liability for payment with respect to Services previously rendered and Consultant shall not be responsible for, nor liable to Client with respect to, any fines or penalties imposed upon or against Client as a result of delays resulting from Consultant's exercise of its rights under this provision. Client shall be liable for all costs incurred by Consultant in attempting to enforce these Terms and Conditions or to collect overdue payments from Client, including actual attorney fees and court costs.
5. **Release and Submission of Reports and Data.** All data, information, documentation, and reports generated, gathered, created, ordered, or received by Consultant in the performance of Services are and remain proprietary in nature and Consultant shall have no obligation whatsoever to release such data, information, documentation, or reports until all invoices and charges related to the development of such data, information, documentation, and reports are paid in full. Client acknowledges and agrees that it remains solely responsible for the preparation and filing of all forms, notices, and reports of any kind required by any local, state, or federal law, ordinance, or regulation and that Consultant shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement unless specifically set forth in the Proposal.
6. **Hazardous and Waste Materials.** Client acknowledges and agrees that, unless expressly provided for in the Proposal, Consultant has had no role in generating, treating, storing, or disposing or arranging for the disposal of any hazardous substances, hazardous waste, toxic substances, pollutants, or contaminants which may be present at or near any project site (collectively "Waste Materials"), as such terms are defined or contemplated by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq.* ("CERCLA"), and/or Parts 201, 211, or 213 of the Natural Resources and Environmental Protection Act, MCL 324.21301 *et seq.* ("NREPA"), or any other local, state, or federal law, ordinance, or regulation pertaining to such substances or the environment, and that Consultant has not benefited from the processes that produced such Waste Materials. Any Waste Materials generated, treated, stored, disposed of, or otherwise encountered during the performance of Services by Consultant shall at no time be considered or become the property of Consultant. Client understands that Waste Materials may be generated or encountered during the normal course of performance of the Services, potentially requiring the removal, temporary storage, and disposal of the Waste Materials. Client agrees to the temporary storage of such Waste Materials at the project site and assumes all risk for safeguarding the Waste Materials from vandalism, tampering, theft, and other damage.
7. **Site Access and Control.** Client grants a right of entry to the project site to Consultant and Consultant's employees, agents, and subcontractors for the purpose of performing the Services, and Client acknowledges and agrees that it is and shall remain in control of the project site at all times and that Consultant is not an "operator," as defined by CERCLA and/or NREPA, of the project site or facility where Consultant is performing the Services. If Client does not own a project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant, unless Client notifies Consultant otherwise in writing, and Client shall be responsible for payment of any costs and expenses associated with gaining access, including entry and permit fees and the costs of bonds. If the performance of the Services results in damage to or the alteration of the project site, other than otherwise avoidable damage or alteration resulting from Consultant's gross negligence, Client agrees to pay the costs of restoring the project site to its original condition.
8. **Site Conditions.** Client agrees to promptly disclose to Consultant prior to the commencement of the Services any information pertaining to the project site that impacts the performance of the Services by Consultant or the health and safety of Consultant's employees and subcontractors, site personnel, or the public. Client acknowledges that the discovery or suspected discovery of Waste Materials during the performance of the Services may require that special and/or immediate measures be undertaken to protect the health and safety of Consultant's employees and subcontractors, site personnel, and/or the public, and Client shall be responsible for any costs or expenses incurred by Consultant with respect thereto, irrespective of whether such costs or expenses were or could have been included in the Proposal. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, underground storage tanks and piping, utility lines, wells, foundations, pipes, drains, and sewer lines, on, at, within, or under each project site.
9. **Indemnification and Limitation of Liability.** Client shall indemnify, hold harmless, and defend Consultant and its members, shareholders, directors, officers, employees and/or agents from and against any and all losses, damages, claims, liabilities, fines, penalties, costs, and expenses, including actual attorney fees and court costs, which any or all of them may incur, be otherwise responsible for, or pay out as a result of bodily injury (including death) to any person, damage (including loss of use) to any real or personal property (including utilities or subterranean structures), or injury or damage to the environment generally (including the public trust in natural resources), arising out of or related to the performance of the Services or Client's breach of these Terms and Conditions, except for such injuries or damages resulting directly from the gross negligence or willful misconduct of Consultant. Any liability of Consultant to Client related to the performance of Services by Consultant shall be limited to \$1,000,000 in connection with the Proposal under which the Services giving rise to the liability were performed. Any claims against Consultant shall be barred if not brought within one year of the earlier of the date upon which the acts or omissions giving rise to such claim were committed or the completion or termination of the performance of the Services under the Proposal.
10. **Standard of Care and Disclaimer of Warranties.** Client acknowledges and agrees that conditions can vary between sampling points and with time, and that the assumptions, interpretations, opinions, conclusions, and recommendations of Consultant are based solely on data known to Consultant, which can result in changes in the assumptions, interpretations, opinions, conclusions, and recommendations over time or in response to additional data. Client further acknowledges and agrees that nothing contained herein nor in any Proposal shall be considered or amount to a guarantee by Consultant of any particular outcome. Client further acknowledges and agrees that the fields of science and engineering, associated technologies, and accepted practices, as well as applicable laws, standards, guidelines, and regulations, are constantly developing and changing, and that there are variances and inconsistencies between the laws, standards, guidelines, and regulations of different agencies and jurisdictions (as well as the application thereof), requiring the exercise of discretion and professional judgment by Consultant. Consultant will select the methods and/or procedures it considers appropriate to accomplish the intended result, and Client's acceptance of a Proposal signifies concurrence with the methods and procedures selected by Consultant. As part of the Services, Consultant may retain, hire, or subcontract with laboratories or subcontractors of Consultant's choosing for the performance of analytical testing or other services, and Consultant assumes no responsibility for claims or losses arising from the negligence or errors and omissions of such laboratories or subcontractors. There are no warranties, either express or implied, which are not expressly set forth in the Proposal or these Terms and Conditions, and Consultant makes NO WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE with respect to any of the Services, goods, materials, or equipment sold or furnished by Consultant.
11. **Force Majeure.** Client and Consultant shall be excused for the period of any delay in the performance of any non-monetary obligations under these Terms and Conditions when substantially prevented from so doing by labor disputes (beyond the party's control), civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any necessary material or service, or acts of God.
12. **Governing Law and Venue.** These Terms and Conditions shall be governed and construed for all purposes under and in accordance with the laws of the State of Michigan, without given effect such State's choice of laws principles. Any action brought to challenge or enforce these Terms and Condition shall be brought in the courts of Ingham County, Michigan; provided, however, that an action to foreclose on a construction lien claimed by Consultant as a result of Services rendered hereunder shall be brought in the county where the underlying real property is located and any other related claims may be joined in such action.

Sole Source Vendor Exception Requests

8/15/22

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 TriTerra to assist with 3rd party oversight of the EGLE Brownfield Grant for the following reasons:

- The 3rd party oversight group must be chosen from a preapproved list supplied by EGLE.
- TriTerra is the only approved company the City has dealt with in the past as they were involved in the tear down of the old laundromat on Houghton Ave.
- The bid came in on budget with what EGLE estimated.
- The expense is 100% reimbursable as part of the grant.

BUDGET TABLE

Provide the project budget in the table below. Change, add, or delete activities as appropriate for the project. Column specific notes provided below table.
Column Specific Notes:

EGLE RPF Grant: This funding can only be used for Refined Petroleum Fund related contamination. Talk to your brownfield coordinator to confirm appropriate funding source.

EGLE 201 Grant: This funding can be used for non-petroleum sites. Talk to your brownfield coordinator to confirm appropriate funding source.
EGLE Loan: This funding can be used for refined petroleum or non-petroleum sites with redevelopment potential.

Tax Increment Financing (TIF) tied to EGLE Loan: If TIF is proposed to reimburse the loan, that portion of the TIF will also be reflected in the loan amount.
Other TIF: Any TIF dollars that will NOT be used to reimburse the EGLE loan, including non-EGLE TIF would be reflected here.

Local Funds: Any funding the community is contributing to the project.
Developer Funds: Funds the developer is investing into the project.

Other: Include other federal, state, private, etc. dollars that are not already reflected.

Grant funded either federal, state, private, etc. dollars that are not already reflected.									
TASK (Activity)	TOTAL Expected Cost	Proposed Funding Mechanism							
		EGLE RPF Grant	EGLE 201 Grant	EGLE Loan	TIF tied to EGLE Loan	Other TIF (not tied to EGLE Loan)	Local Funds (public)	Developer Funds (private)	Other Funds (1st sources)
Assessment/Investigation									
Site assessment (Phase I/II)	\$ 26,500	\$26,500							
Baseline environmental assessment (BEA)	\$ 3,000	\$3,000							
Lead, asbestos, and mold survey									
Due Care (including but not limited to quarterly soil gas sampling, vapor mitigation system design, RC compliance, and soil management planning)	\$ 34,500	\$34,500							
Demolition/Abatement									
Demolition								\$ 25,000	
Abatement									
Other demolition/abatement activity									
Due Care									
Transport/disposal of contaminated soils	\$ 7,500	\$25,500 *							
Vapor mitigation materials, installation, and performance monitoring	\$ 25,000	\$25,000							
Other due care activity									
Response Activity									
Excavation/transportation/ disposal of contaminated soils									
Other response activity									
Contingency (up to 15% of grant/loan)	\$ 15,000	\$ 22,500 *							
3rd Party Environmental Oversight (up to 5% of grant/loan)	\$ 5,500	\$ 7,500 *							
Administration (up to 3% of grant/loan)	\$ 2,500	\$ 2,500							
EGLE Project Sign (grant/loan requirement)	\$ 500	\$ 500							
Grant Closeout Report (grant/loan requirement)	\$ 2,500	\$ 2,500							
Remaining project costs								\$ 265,000	
TOTAL	\$ 122,500	\$ 150,000 *		\$ -	\$ -	\$ -	\$ -	\$ 290,000	\$ -

NOTE: If grant/loan funded activities are planned to be performed by the project developer's consulting firm, EGLE expects that the applicant will hire its own environmental oversight professional. Exceptions will be considered in low-risk situations on a case-by-case basis. The environmental oversight professional's fees are eligible for reimbursement with the proposed grant or loan. Please include an environmental oversight professional in the budget if applicable.

*Indicates amounts increased, utilizing the increased total of Brownfield Grant Funds. ie \$122,500 increased to \$150,000 (HB)

RESOLUTION 22-20

A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS

WHEREAS, the City of West Branch wishes to construct improvements to its existing water treatment and distribution system; and

WHEREAS, the water system improvements project formally adopted on June 21, 2021 will be funded through the state of Michigan's Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, the City of West Branch has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$1,708,250.00 from 5 Star Energy Services; and

WHEREAS, the City's engineer, Fleis and Vandenbrink has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of West Branch tentatively awards the contract for construction of the proposed water system improvements project to 5 Star Energy Services, contingent upon successful financial arrangements with the DWSRF.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the West Branch City Council on Monday, August 15, 2022.

BY: Lori Ann Clover, City Clerk
Name and Title *(please print or type)*

Signature

Date



RECOMMENDATION OF AWARD

August 5, 2022

Mr. John Dantzer
City Manager
City of West Branch
121 N. Fourth Street
West Branch, Michigan 48661

RE: DWSRF Lead Service Line Replacement 7572-01

Dear Mr. Dantzer

We have reviewed the bids received on August 3, 2022 for the Lead Service Line Replacement Program being funded through the EGLE DWSRF grant and loan program.

The 3 bids received are summarized as follows:

- | | |
|---------------------------------|----------------|
| • Five Star Energy Services LLC | \$1,708,250.00 |
| • Super Construction LLC | \$1,988,750.00 |
| • Katterman Trucking, Inc. | \$2,450,000.00 |

The apparent low bidder Five Star Energy Services LLC, has completed similar work around the State of Michigan including the Benton Harbor area. We have made inquiries to representatives of F&V Operations, who work for the City of Benton Harbor, regarding Five Star Energy Services LLC's quality of work. We have attached the reply from F&V Operations for reference. Based on our review, we feel confident that Five Star Energy Services LLC can deliver a quality project to the city.

We would recommend tentative contract award to Five Star Energy Services LLC in the amount of \$1,708,250.00 contingent upon approval and financing from EGLE DWSRF grant and loan program.

We have also attached a copy of the bid opening results and the detailed bid tabulation.

Please feel free to call me with any questions.

Sincerely,

Gary O. Bartow
Group Manager / Associate

2125 Ridgewood Drive, Suite 101
Midland, MI 48642
P: 989.837.3280
F: 989.837.3290
www.fveng.com

Gary Bartow

From: Darold L. Harlan
Sent: Thursday, August 4, 2022 9:49 AM
To: Gary Bartow
Cc: John Dantzer
Subject: RE: Five Star Energy Services reference

Gary,

As you are well aware of, Benton Harbor has many contractors in town at the present time. Although many have been good to work with, Five Star has been one of the best. We have had numerous emergencies come up where the City needed additional help. Five Star was always more than willing to stop what they were doing and help out. They even performed some of these tasks over the weekend for the convenience of the residents. They were the first contractor to start in town and have been well ahead of their submitted time lines. We have had absolutely NO ISSUES at all with their work! With their high quality work standards and the great public relations they have, I would highly recommend them to anyone.

Thanks,
Darold

Darold L. Harlan
Project Manager | Associate
F&V OPERATIONS AND RESOURCE MANAGEMENT, INC.
Huntington | IN | 46750
C: 260-224-5578
www.fv-operations.com
 Please consider the environment before printing this email.

From: Gary Bartow <gbartow@fveng.com>
Sent: Thursday, August 4, 2022 9:33 AM
To: Darold L. Harlan <dharlan@fv-operations.com>
Cc: John Dantzer <citymanager@westbranch.com>
Subject: Five Star Energy Services reference

Darold

Please send me a reference on Five Star Energy Services for the work they are doing in Benton Harbor.

Please comment on:

- Quality of Work
- Responsiveness to resident complaints
- Schedule
- Unknown conditions leading to change orders?
- Overall opinion

Thanks!

Gary

CITY OF WEST BRANCH
DWSRF LEAD SERVICE LINE REPLACEMENT
7572-01

BID TABULATION

Date 8/3/2022
PM GOB
Project No. 854110-4



Item No.	Item Description	Unit	Estimated Quantity	Five Star Energy Services LLC		Super Construction LLC		Katterman Trucking, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	General Conditions, Bonds, and Insurance, Max 5%	LS	1	\$85,000.00	\$85,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00
2	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00
3	Flag Control	LS	1	\$5,000.00	\$5,000.00	\$40,000.00	\$40,000.00	\$200,000.00	\$200,000.00
4	1" Water Service Tap, WM affecting pavement	EA	150	\$3,500.00	\$525,000.00	\$3,500.00	\$525,000.00	\$6,500.00	\$975,000.00
5	1" Water Service Tap, WM not affecting pavement	EA	75	\$3,000.00	\$225,000.00	\$2,900.00	\$217,500.00	\$6,000.00	\$450,000.00
6	1" Water Service Replacement, Water Main to Building	LF	22500	\$1.00	\$22,500.00	\$15.00	\$337,500.00	\$3.00	\$67,500.00
7	Connect to Existing Service	EA	225	\$3,500.00	\$787,500.00	\$2,200.00	\$495,000.00	\$500.00	\$112,500.00
8	HMA Road Repair	SF	15000	\$2.00	\$30,000.00	\$10.00	\$150,000.00	\$10.00	\$150,000.00
9	Concrete Curb & Gutter	LF	1500	\$1.00	\$1,500.00	\$40.00	\$60,000.00	\$45.00	\$67,500.00
10	6" Nonreinforced Concrete Driveway	SF	5000	\$1.00	\$5,000.00	\$6.00	\$30,000.00	\$12.00	\$60,000.00
11	4" Concrete Sidewalk	SF	11250	\$1.00	\$11,250.00	\$3.00	\$33,750.00	\$10.00	\$112,500.00
12	Dewatering	EA	110	\$50.00	\$5,500.00	\$0.00	\$0.00	\$500.00	\$55,000.00
TOTAL				Total:	\$1,708,250.00	Total:	\$1,988,750.00	Total:	\$2,450,000.00
				As-Read:	\$1,708,250.00	As-Read:	\$1,988,750.00	As-Read:	\$2,450,000.00
				Difference:		Difference:		Difference:	

West Branch Contract 4
Lead Service Line Replacement Bid Tab
Due 8/3/22 at 2:00 pm

Bidder	Addenda Acknowledged	Signed Bid Form	Bid Bond	Read Amount
Sterling Excavation				No Bid
Super Construction	XX	X	X	\$ 1,988,790.00
5 Star Energy Services	XX	X	X	\$ 1,708,250.00
Katterman Trucking	XX	X	X	\$ 2,450,000.00

Super Construction

SECTION 00 91 13

ADDENDUM

Addendum No. 01

Owner: City of West Branch
Contract: Lead Line Service Replacement
Project: _____ Date: 7/27/22
Owner's Contract No.: _____ Engineer's Project No.: 854110
Engineer: Fleis & VandenBrink Engineering

NOTICE TO ALL PROSPECTIVE BIDDERS

BIDS DUE: August 3, 2022 @ 2:00 p.m. – ISSUED TO ALL PLANHOLDERS OF RECORD

=====

This Addendum is a part of the Contract Documents and modifies the previously issued Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may result in rejection of the Bid.

SPECIFICATION CHANGES:

ITEM NO. 1:

Section 00 40 00 – BID FORM

Paragraph 3.01 – Add Item No. 12 to the list of unit prices. Bidder must use Addendum No. 1 Bid Form when submitting their bid.

Insert paragraph 5.04 after paragraph 5.03.

5.04 Time Alternate:

- A. If Bidder takes exception to the Contract Time(s) stipulated in the Agreement, Bidder is requested to stipulate below his proposed time(s) and completion dates for the Work. Consideration will be given to time in evaluation of the Bids.

ITEM NO. 2:

Section 01 22 00 – MEASUREMENT AND PAYMENT

Insert Item 12 after Item 11 in section 1.03.A.

Item 12. Dewatering: Each service location requiring dewatering beyond the capacity of a standard 4" pump will be paid individually

CLARIFICATIONS:

ITEM NO. 3:

The exact location of water service replacements has not yet been determined. They will be grouped by street. IE: The location of the lead service lines should be grouped by street as they were originally installed. The intent is to replace water service lines in one-block sections.

ITEM NO. 4:

If material delivery is an issue, please fill in the 5.04 Time Alternate section added to the attached Bid Form.

ITEM NO. 5:

Existing expected soil types range from clay to loamy sand.

ITEM NO. 6:

The expected water table may be encountered at the bottom of excavations. Please add a unit price for a new pay item of Dewatering on the attached Bid Form. Due to not knowing the exact location of the water service

replacements at this time, we are estimating that ½ of the replacements may need dewatering beyond what is normally encountered.

ITEM NO. 7:

The existing water main can be expected to be 5' to 6' below the ground surface.

ITEM NO. 8:

It is the City's responsibility to get consent forms from the property owners for each location.

ATTACHMENTS:

Specification Section 00 40 00 – BID FORM

Specification Section 01 22 00 – MEASUREMENT AND PAYMENT

END OF SECTION

SECTION 00 41 00

BID FORM

ARTICLE 1 - OWNER & BIDDER

- 1.01 This Bid is submitted to: City of West Branch
- 1.02 Name of Project: Lead Line Service Replacement
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid.
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. American Iron and Steel Contract Language.
 - E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters form.

ARTICLE 3 - BASIS OF BID

3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	General Conditions, Bonds, and Insurance, Max 5%	LS	1	\$ 50,000.00	\$ 50,000.00
2	Traffic Control	LS	1	\$ 50,000.00	50,000.00
3	Flag Control	LS	1	\$ 40,000.00	40,000.00
4	1" Water Service Tap, WM affecting pavement	EA	150	\$ 3,500.00	\$ 525,000.00
5	1" Water Service Tap, WM not affecting pavement	EA	75	\$ 2,900.00	\$ 217,500.00
6	1" Water Service Replacement, Water Main to Building	LF	22,500	\$ 15.00	\$ 337,500.00
7	Connect to Existing Meter	EA	225	\$ 2,200.00	\$ 495,000.00
8	HMA Road Repair	SF	15,000	\$ 10.00	\$ 150,000.00

9	Concrete Curb & Gutter	LF	1,500	\$ 40.00	\$ 60,00.00
10	6" Nonreinforced Concrete Driveway	SF	5,000	\$ 6.00	\$ 30,00.00
11	4" Concrete Sidewalk	SF	11,250	\$ 3.00	\$ 33,750.00
12	Dewatering	EA	110	\$ 0.	\$ 0.
Total of All Unit Price Bid Items					\$ 1,988,750.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 - TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number		Addendum Date	
01		07-27-2022	
02		08-02-2022	

5.04 Time Alternate:

- A. If Bidder takes exception to the Contract Time(s) stipulated in the Agreement, Bidder is requested to stipulate below his proposed time(s) and completion dates for the Work. Consideration will be given to time in evaluation of the Bids.

5.05 Subcontractor and Supplier List:

A. Bid is submitted on the basis of the use of the following Subcontractors

WORK ITEM	FIRM	CITY
Bituminous Paving	Not Using Sub Contractors at this time	
Concrete Work	Not Using Sub Contractors at this time	
Directional Drilling	Not Using Sub Contractors at this time	
Electrical		

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:**
- Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 - Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies,

- or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Super Construction LLC

By: Luke Super (typed or printed name of organization)
(individual's signature)
Name: **Luke Super**
Title: **President** (typed or printed)
Date: **08/02/2022** (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Betsy Pool
(individual's signature)
Name: **Betsy Pool**
(typed or printed)

Title: Secretary
(typed or printed)
Date: 08/02/2022
(typed or printed)
Address for giving notices: 201 Morton St. Bay City, MI 48706

Bidder's Contact: Luke Super
Name: President
(typed or printed)
Title: 989-220-9315
(typed or printed)
Phone: Luke@superconst.com
Email: 201 Morton St. Bay City, MI 48706
Address:

Bidder's Contractor License No.: (if applicable) 2102207486

END OF SECTION

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Super Construction LLC

201 Morton Street

Bay City, MI 48706

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company

305 Madison Avenue

Morristown, NJ 07960

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of West Branch

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: City of West Branch- Contract #4 Lead Line Service Replacement / Lead Waterline Service Replacement
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of August

, 2022


(Witness) Elizabeth Pool *office mgr.*


(Witness) Kim Bennett

Super Construction LLC

(Principal)  President (Seal)

(Title)

United States Fire Insurance Company

(Surety)  (Seal)

(Title) Ian Foster

, Attorney-in-Fact

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

0112922

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

John Foster, Dan Casenza, James Slear, Heather Buonodono, Ian Foster

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew F. Lubin

Matthew F. Lubin, President

State of New Jersey)
County of Morris)

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 3rd day of August 20 22

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright

Alfred N. Wright, Senior Vice President

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Luke Super, President

Name and Title of Authorized Representative

Super Construction LLC

Name of Participant Agency or Firm



Signature of Authorized Representative

8-02-2022

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

American Iron and Steel Contract Language

The Contractor acknowledges to and for the benefit of the city of West Branch ("Purchaser") and the Michigan Department of Environmental Quality (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS);" that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

**DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LIMITED LIABILITY COMPANY ANNUAL STATEMENT**

15-08

2022**Due February 15, 2022****File Online at www.michigan.gov/corpfileonline**

Identification Number 801356852	Limited Liability Company Name SUPER CONSTRUCTION LLC
<div style="display: flex; justify-content: space-between;"> <div> <p>1 Resident agent name and mailing address of the registered office</p> <p>LUKE SUPER 201 MORTON ST BAY CITY, MI 48706</p> </div> <div style="text-align: center;"> <p>RECEIVED</p> <p>DEC 29 2021</p> <p>LARA \$25.00</p> </div> <div> <p>Change resident agent and/or mailing address of registered office in MICHIGAN (can be a P.O. Box).</p> <p>FILED</p> <p>FEB 08 2022</p> <p>CORPORATIONS DIVISION</p> </div> </div>	
<p>2 The address of the registered office</p> <p>201 MORTON ST BAY CITY, MI 48706</p>	
<p>3. Signature of authorized member, manager or agent.</p> <p>X <i>Elizabeth Pool</i></p>	
<p>Title <i>office mgr.</i></p> <p><i>Secretary</i></p>	<p>Date <i>12/1/21</i></p> <p>Phone (Optional) <i>989 684-8276</i></p>

Annual Statement Must Be Signed (Item 3 above)

Domestic: Signature of a manager if management is vested in managers, by at least 1 member if management remains in the members, or by an authorized agent of the domestic limited liability company.

Foreign: Signature of a person with authority to do so under the laws of the foreign limited liability company's jurisdiction of organization

Filing Fee: \$25.00**Annual Statement must be received by agency on or before February 15, 2022.**

Veterans: Pursuant to MCL 450 5101(9)(10), if a majority of the membership interests in the limited liability company responsible for paying the fee are held by 1 or more veterans who served in the United States Armed Forces, (including the reserve components) who were discharged or released under conditions other than dishonorable, you may obtain further information regarding a fee waiver at www.michigan.gov/corpveteranfeewaivers.

Submit**Online:** www.michigan.gov/corpfileonline

Save time by filing online. You will get an immediate response and you can elect to receive future notices by email to the resident agent. The agent will also be sent an email when a document is filed, or the CID/PIN is requested. You will need your Customer ID number (CID) and PIN, which can be obtained using the CID/PIN Recovery Page at www.michigan.gov/corppin.

Mail: Return completed statement with a check or money order payable to the State of Michigan to Corporations Division, P.O. Box 30768, Lansing, MI 48909 (517) 241-6470

Katterman

SECTION 00 41 00

BID FORM

ARTICLE 1 - OWNER & BIDDER

- 1.01 This Bid is submitted to: City of West Branch
- 1.02 Name of Project: Lead Line Service Replacement
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid.
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. American Iron and Steel Contract Language.
 - E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters form.

ARTICLE 3 - BASIS OF BID

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	General Conditions, Bonds, and Insurance, Max 5%	LS	1	\$ 100,000.00	\$ 100,000.00
2	Traffic Control	LS	1	\$ 100,000.00	\$100,000.00
3	Flag Control	LS	1	\$ 200,000.00	\$200,000.00
4	1" Water Service Tap, WM affecting pavement	EA	150	\$ 6,500.00	\$ 975,000.00
5	1" Water Service Tap, WM not affecting pavement	EA	75	\$ 6,000.00	\$ 450,000.00
6	1" Water Service Replacement, Water Main to Building	LF	22,500	\$ 3.00	\$ 67,500.00
7	Connect to Existing Meter	EA	225	\$ 500.00	\$ 112,500.00
8	HMA Road Repair	SF	15,000	\$ 10.00	\$ 150,000.00

9	Concrete Curb & Gutter	LF	1,500	\$ 45.00	\$ 67,500.00
10	6" Nonreinforced Concrete Driveway	SF	5,000	\$ 12.00	\$ 60,000.00
11	4" Concrete Sidewalk	SF	11,250	\$ 10.00	\$ 112,500.00
12	Dewatering	EA	110	\$ 500.00	\$ 55,000.00
Total of All Unit Price Bid Items					\$ 2,450,000.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 - TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
01	7/27/2022
02	8/2/2022

5.04 Time Alternate:

- A. If Bidder takes exception to the Contract Time(s) stipulated in the Agreement, Bidder is requested to stipulate below his proposed time(s) and completion dates for the Work. Consideration will be given to time in evaluation of the Bids.

5.05 Subcontractor and Supplier List:

A. Bid is submitted on the basis of the use of the following Subcontractors

WORK ITEM	FIRM	CITY
Bituminous Paving	Hodgins Asphalt Paving, Inc.	West Branch, MI
Concrete Work	Hunt Bros. Concrete Contractors, Inc.	Whittemore, MI
Directional Drilling	Forbes Construction & Excavating	Falmouth, MI
Electrical	N/A	N/A

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies,

- or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Katterman Trucking, Inc. dba ELS Ag-Transport

(typed or printed name of organization)

By:



(individual's signature)

Name:

Kimberly Krawczak

(typed or printed)

Title:

President

(typed or printed)

Date:

8/3/2022

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Richele Kniff

(typed or printed)

Title: Office Manager
(typed or printed)

Date: 8/3/2022
(typed or printed)

Address for giving notices:

1777 N. M-65
Hale, MI 48739

Bidder's Contact:

Name: Matt Krawczak
(typed or printed)

Title: Vice President
(typed or printed)

Phone: 989-728-9411

Email: kattermantrucking@gmail.com

Address:
1777 N. M-65
Hale, MI 48739

Bidder's Contractor License No.: (if applicable) N/A

END OF SECTION

SECTION 00 43 13

BID BOND

Bidder Name: Katterman Trucking, Inc. Address (principal place of business): 1777 North M-65 Hale, MI 48739	Surety Name: Merchants National Bonding, Inc. Address (principal place of business): 6700 Westown Parkway West Des Moines, IA 50266
Owner Name: City of West Branch Address (principal place of business):	Bid Project (name and location): Lead Line Service Replacement Bid Due Date: August 3, 2022
Bond Penal Sum: FIVE PERCENT OF ACCOMPANYING BID (5%) Date of Bond: August 3, 2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Katterman Trucking, Inc.	Surety Merchants National Bonding, Inc.
By: <u>Kimberly Krawczak</u> (Full formal name of Bidder) (Signature)	By: <u>Michelle Graham</u> (Full formal name of Surety) (corporate seal) (Signature) (Attach Power of Attorney)
Name: <u>Kimberly Krawczak</u> (Printed or typed)	Name: <u>Michelle Graham</u> (Printed or typed)
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Rebecca Kniff</u> (Signature)	Attest: <u>Suzan Giacona</u> (Signature)
Name: <u>Rebecca Kniff</u> (Printed or typed)	Name: <u>Suzan Giacona</u> (Printed or typed)
Title: <u>Office Manager</u>	Title: <u>Surety Representative</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to Issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, John W McNish; Michelle Graham; Suzan Giacona; Suzanne M Moceri

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2021



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of August, 2022



William Warner Jr.
Secretary

American Iron and Steel Contract Language

The Contractor acknowledges to and for the benefit of the city of West Branch ("Purchaser") and the Michigan Department of Environmental Quality (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS);" that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Kimberly Krawczak

Kimberly Krawczak
President

Katterman Trucking, Inc. dba EL's Ag-Transport

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Kimberly Krawczak, President
Name and Title of Authorized Representative

Kuttermann Trucking Inc dba EIS Ag-Transport
Name of Participant Agency or Firm

Kimberly Krawczak
Signature of Authorized Representative

8-3-2022
Date

☐ I am unable to certify to the above statement. Attached is my explanation.

signature authority

Minutes of Annual Meeting of Board of Directors
Of
Katterman Trucking, Inc. dba ELS Ag-Transport

The annual meeting of the Board of Directors of Katterman Trucking, Inc. was held at 1:00 p.m. March 4th, 2022, at 1777 North M-65, Hale, MI 48739.

Present were directors, Kimberly Krawczak, and Matthew Krawczak.

Upon motion duly made, seconded, and unanimously carried, Kimberly Krawczak was named temporary Chairman of the meeting and Matthew Krawczak was named temporary Secretary.

The Secretary presented the original written waiver of notice of the meeting and was directed to affix the same to the minutes of this meeting, thereby incorporating by reference thereto said waiver of notice of said meeting in the minutes.

1. Selection of Officers

The Chairman stated that the first order of business was the selection of officers of the Corporation.

Upon motion duly made, seconded, and unanimously carried, it was resolved to appoint the following to the office opposite his name until further action of the Board:

Kimberly Krawczak	President
Matthew J. Krawczak	Vice President
Matthew J. Krawczak	Secretary
Kimberly Krawczak	Treasurer

2. Permanent Chairman and Secretary

The President and Secretary assumed their respective offices as Chairman and Secretary of the meeting.

3. Authorization of Officers

The Chairman stated that the next order of business was the delegation of authority to the selected officers.

Upon motion duly made, seconded, and unanimously carried, it was resolved as follows:

Kimberly Krawczak, as President, shall have the following authority until further action of the Board:

- a. To operate and conduct the ordinary business and affairs of the Corporation;
- b. To execute contracts on behalf of the Corporation;

- c. To superintend and direct the activities of all officers and agents of the Corporation.
- d. To affix her signature as representative of the Corporation to any and all documents as required by the government, banking institutions, or other institutions dealing with the Corporation.

Matthew J. Krawczak, as Vice President, shall have the following authority until further action of the Board:

- a. To operate and conduct the ordinary business and affairs of the Corporation.
- b. To execute contracts on behalf of the Corporation.
- c. To superintend and direct the activities of all officers and agents of the Corporation, except the President.
- d. To affix his signature as representative of the Corporation to any and all documents as required by the government, banking institutions, or other institutions dealing with the Corporation.

Kimberly Krawczak, as Treasurer, shall have the following authority until further action of the Board:

- a. To prepare and oversee all or any financial records as required by law or requested by the President or Shareholders of the Corporation.

Matthew J. Krawczak, as Secretary, shall have the following authority until further action of the Board:

- a. To prepare and submit all minutes of corporate meetings, changes in by-laws, and other papers necessary for conduction of corporate business.

Further, in addition to the above authorities, the Board resolves the following in accordance with the Michigan Department of Transportation Prequalification requirements:

RESOLVED, that the following listed persons are hereby authorized to execute, on behalf of Katterman Trucking, Inc. any and all contracts with the State of Michigan or other governmental entity.

Kimberly Krawczak

Matthew J. Krawczak

4. Old Business and Overview of Year-Ending 12/31/21.

Prequalification for MDOT work will be prepared as of the end of 2022 for 2023 renewal. Our equipment appraisals coincide with the Prequalification applications. Our current rating is 19272, or \$19,272,000.00 and is effective until April 30, 2023.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. New Business/Future

[REDACTED]

[REDACTED]

[REDACTED]

6. Furthermore

The Board approved all actions of the officers of Katterman Trucking, Inc. during the fiscal year of 2021 again and assumes that actions made during the year 2022 will be in the best interests of the company, and, therefore, gives approval tentatively for those.

Review of said actions will be made at Annual Board of Directors meeting in March of 2023, if not before, and will be approved finally at that time.

The meeting was adjourned at 1:55 p.m. March 4, 2022.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew J. Krawczak". The signature is fluid and cursive, with the first name "Matthew" being more prominent.

Matthew J. Krawczak

Secretary

Katterman Trucking, Inc. dba ELS Ag-Transport

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2022 ANNUAL REPORT

for

KATTERMAN TRUCKING, INC.

ID Number: 800014538

received by electronic transmission on January 31, 2022, is hereby endorsed.

Filed on January 31, 2022, by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 31st day of January, 2022.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ANNUAL REPORT
For use by DOMESTIC PROFIT CORPORATION
(Required by Section 911, Act 284, Public Act of 1972)

The identification number assigned by the Bureau is: 800014538

Annual Report Filing Year: 2022

1. Corporation Name:

KATTERMAN TRUCKING, INC.

☒ On behalf of the corporation, I certify that no changes have occurred in required information since the last year filed report.

This document must be signed by an authorized officer or agent:

Signed this 31st Day of January, 2022 by:

Signature	Title	Title, if "Other" was selected
Kimberly Krawczak	President	

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

☐ Decline ☒ Accept

5 Star energy

SECTION 00 91 13

ADDENDUM

Addendum No. 01

Owner: City of West Branch
Contract: Lead Line Service Replacement
Project: _____ Date: 7/27/22
Owner's Contract No.: _____ Engineer's Project No.: 854110
Engineer: Fleis & VandenBrink Engineering

NOTICE TO ALL PROSPECTIVE BIDDERS

BIDS DUE: August 3, 2022 @ 2:00 p.m.— ISSUED TO ALL PLANHOLDERS OF RECORD

=====

This Addendum is a part of the Contract Documents and modifies the previously issued Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may result in rejection of the Bid.

SPECIFICATION CHANGES:

ITEM NO. 1:

Section 00 40 00 – BID FORM

Paragraph 3.01 – Add Item No. 12 to the list of unit prices. Bidder must use Addendum No. 1 Bid Form when submitting their bid.

Insert paragraph 5.04 after paragraph 5.03.

5.04 Time Alternate:

- A. If Bidder takes exception to the Contract Time(s) stipulated in the Agreement, Bidder is requested to stipulate below his proposed time(s) and completion dates for the Work. Consideration will be given to time in evaluation of the Bids.

ITEM NO. 2:

Section 01 22 00 – MEASUREMENT AND PAYMENT

Insert Item 12 after Item 11 in section 1.03.A.

Item 12. Dewatering: Each service location requiring dewatering beyond the capacity of a standard 4" pump will be paid individually

CLARIFICATIONS:

ITEM NO. 3:

The exact location of water service replacements has not yet been determined. They will be grouped by street. IE: The location of the lead service lines should be grouped by street as they were originally installed. The intent is to replace water service lines in one-block sections.

ITEM NO. 4:

If material delivery is an issue, please fill in the 5.04 Time Alternate section added to the attached Bid Form.

ITEM NO. 5:

Existing expected soil types range from clay to loamy sand.

ITEM NO. 6:

The expected water table may be encountered at the bottom of excavations. Please add a unit price for a new pay item of Dewatering on the attached Bid Form. Due to not knowing the exact location of the water service

replacements at this time, we are estimating that ½ of the replacements may need dewatering beyond what is normally encountered.

ITEM NO. 7:

The existing water main can be expected to be 5' to 6' below the ground surface.

ITEM NO. 8:


It is the City's responsibility to get consent forms from the property owners for each location.

ATTACHMENTS:

Specification Section 00 40 00 – BID FORM

Specification Section 01 22 00 – MEASUREMENT AND PAYMENT

END OF SECTION



MIKE KLUMB, PRESIDENT
8/2/2022

SECTION 00 91 13

ADDENDUM

Addendum No. 02

Owner: City of West Branch
Contract: Lead Line Service Replacement
Project: _____ Date: 8/2/22
Owner's Contract No.: _____ Engineer's Project No.: 854110
Engineer: Fleis & VandenBrink Engineering

NOTICE TO ALL PROSPECTIVE BIDDERS

BIDS DUE: August 3, 2022 @ 2:00 p.m.-- ISSUED TO ALL PLANHOLDERS OF RECORD

=====

This Addendum is a part of the Contract Documents and modifies the previously issued Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may result in rejection of the Bid.

SPECIFICATION CHANGES:

ITEM NO. 1:

Section 01 22 00 – MEASUREMENT AND PAYMENT

Paragraph 1.03.A, Item 6 – The intent is to directionally drill all water services from the water main to the building. Excavation would only occur at the water main, at the curb stop, and at the building.

Paragraph 1.03.A, Item 7 – Delete the last sentence in this paragraph. No electrical work is required. The cost of plumbing permits is waived due to this being a City project.

ITEM NO. 2:

Section 32 12 16 – HOT MIXED ASPHALT PAVING – MARSHALL MIXES

Paragraph 2.01.F.1 – Add 13A as an acceptable mix design.

Paragraph 2.01.G.1 – Add 13A as an acceptable mix design.

Paragraph 2.01.H.1 – Add 13A as an acceptable mix design.


ITEM NO. 3:

Section 33 11 00 – WATER MAINS

Paragraph 3.02.G.2 – Add the following paragraph after paragraph f:

- g. All replaced service taps shall have the existing service saddle removed and a stainless-steel repair sleeve put in its place.

END OF SECTION


MIKE KLUMB, PRESIDENT
8/2/2022

SECTION 00 41 00

BID FORM

ARTICLE 1 - OWNER & BIDDER

- 1.01 This Bid is submitted to: City of West Branch
- 1.02 Name of Project: Lead Line Service Replacement
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid.
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. American Iron and Steel Contract Language.
 - E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters form.

ARTICLE 3 - BASIS OF BID

3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	General Conditions, Bonds, and Insurance, Max 5%	LS	1	\$ 85,000.00	\$ 85,000.00
2	Traffic Control	LS	1	\$ 5,000.00	5,000.00
3	Flag Control	LS	1	\$ 5,000.00	5,000.00
4	1" Water Service Tap, WM affecting pavement	EA	150	\$ 3,500.00	\$ 525,000.00
5	1" Water Service Tap, WM not affecting pavement	EA	75	\$ 3,000.00	\$ 225,000.00
6	1" Water Service Replacement, Water Main to Building	LF	22,500	\$ 1.00	\$ 22,500.00
7	Connect to Existing Meter	EA	225	\$ 3,500.00	\$ 787,500.00
8	HMA Road Repair	SF	15,000	\$ 2.00	\$ 30,000.00

9	Concrete Curb & Gutter	LF	1,500	\$ 1.00	\$ 1,500.00
10	6" Nonreinforced Concrete Driveway	SF	5,000	\$ 1.00	\$ 5,000.00
11	4" Concrete Sidewalk	SF	11,250	\$ 1.00	\$ 11,250.00
12	Dewatering	EA	110	\$ 50.00	\$ 5,500.00
Total of All Unit Price Bid Items					\$ 1,708,250.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 - TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	07/27/2022
2	08/02/2022

5.04 *Time Alternate:*

- A. If Bidder takes exception to the Contract Time(s) stipulated in the Agreement, Bidder is requested to stipulate below his proposed time(s) and completion dates for the Work. Consideration will be given to time in evaluation of the Bids.

5.05 *Subcontractor and Supplier List:*

A. Bid is submitted on the basis of the use of the following Subcontractors

WORK ITEM	FIRM	CITY
Bituminous Paving	SELF-PERFORM	BIG BEND, WI
Concrete Work	SELF-PERFORM	BIG BEND, WI
Directional Drilling	SELF-PERFORM	BIG BEND, WI
Electrical	N/A	N/A

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies,

- or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

FIVE STAR ENERGY SERVICES, LLC - A WISCONSIN CORPORATION, LLC

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

MIKE KLUMB

(typed or printed)

Title: **PRESIDENT & CEO**
(typed or printed)

Date: **08-01-2022**
(typed or printed)

Address for giving notices:

W228S7055 ENTERPRISE DRIVE
BIG BEND, WI 53103

Bidder's Contact:

Name: **ERIC MAZUCH**
(typed or printed)

Title: **CONTROLLER**
(typed or printed)

Phone: **262.706.3260**

Email: **ERIC@FIVESTAREENERGYSERVICES.COM**

Address:
W228S7055 ENTERPRISE DRIVE
BIG BEND, WI 53103

Bidder's Contractor License No.: (if applicable) _____

END OF SECTION

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

MIKE KLUMB, PRESIDENT & CEO

Name and Title of Authorized Representative

FIVE STAR ENERGY SERVICES, LLC

Name of Participant Agency or Firm



Signature of Authorized Representative

08/01/2022

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

American Iron and Steel Contract Language

The Contractor acknowledges to and for the benefit of the city of **WEST BRANCH** ("Purchaser") and the Michigan Department of Environmental Quality (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS);" that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

MIKE KLUMB, PRESIDENT & CEO

Name and Title of Authorized Representative

FIVE STAR ENERGY SERVICES, LLC

Name of Participant Agency or Firm






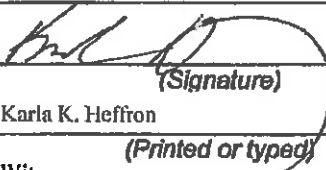
Signature of Authorized Representative

08/01/2022

Date

SECTION 00 43 13

BID BOND

Bidder Five Star Energy Services LLC Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business] W228S7055 Enterprise Drive Big Bend, WI 53103	Surety Old Republic Insurance Company Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business] P.O. Box 789 Greensburg, PA 15601-0789
Owner Name: City of West Branch Address (principal place of business): 121 N. Fourth Street West Branch, MI 48661	Bid Project (name and location): Lead Line Service Replacement Bid Due Date: August 3, 2022
Bond Penal Sum: [Amount] Five Percent of Amount Bid Date of Bond: [Date] August 1, 2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Five Star Energy Services LLC (Full formal name of Bidder)	Surety Old Republic Insurance Company (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: MIKE KLUMB (Printed or typed)	Name: Eliot Motu (Printed or typed)
Title: PRESIDENT & CEO	Title: Attorney-in-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: ERIC MAZOCH (Printed or typed)	Name: Karla K. Heffron (Printed or typed)
Title: CONTROLLER, WITNESS	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOWALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:
MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU, SAMUEL DUCHOW

of HUDSON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of October, 2021.

OLD REPUBLIC INSURANCE COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of October, 2021, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



24-5172

ORSC 11008 (8-93)

J. RYAN BONDING, INC.

Signed and sealed at the City of Brookfield, WI this 1st day of August, 2022

Karen J. Haffner
Assistant Secretary

FIVE STAR ENERGY SERVICES LLC
CURRENT AND PREVIOUS PROJECTS LIST

Project Name	Location	Reference	Type of Work	Contract Amount	Work Dates			Ongoing?	Other Information
					Start	End			
Water Main Relays w/ Lead Service Replacements Project 007-1-2020 City of Milwaukee, WI	Milwaukee, WI	Anthony Fahres 3850 N 35th Street Milwaukee, WI 53216 414.708.1459	Water Main Lead Service Replacements	\$ 1,400,000.00	03-2020	09-2020			Approx 5000 ft Main 110 LSLRs
Lead Service Replacements Project 86-2-2020 City of Milwaukee	Milwaukee, WI	Dave Klug 3850 N 35th St Milwaukee, WI 53216 414.286.2830	Lead Service Replacements	\$ 800,000.00	08-2020	01-2021			Approx 100 LSLRs
Lead Service Replacements - Winter 105-1-2020 City of Milwaukee	Milwaukee, WI	Dave Klug 3850 N 35th St Milwaukee, WI 53216 414.286.2830	Lead Service Replacements	\$ 530,000.00	01-2021	08-2021			Approx 80 LSLRs
Weatherly Water Main Extension Project 20102 City of Oak Creek	Oak Creek, WI	Brian Johnson, P.E. Utility Engineer City of Oak Creek 414.570.8200 x24	Water Main Extension	\$ 250,000.00	03-2021	04-2021			
Lead Service Replacements Project 27-1-2021 City of Milwaukee	Milwaukee, WI	Dave Klug 3850 N 35th St Milwaukee, WI 53216 414.286.2830	Lead Service Replacements	\$ 196,168.00	03-2021	08-2021			Approx 60 LSLRs
Lead Service Replacements Project 37-1-2021 City of Milwaukee	Milwaukee, WI	Dave Klug 3850 N 35th St Milwaukee, WI 53216 414.286.2830	Lead Service Replacements	\$ 689,870.00	05-2021	09-2021			Approx 100 LSLRs
Brookfield 2021 Water Main Extension City of Brookfield, WI	Brookfield, WI	Jason Herzog City Engineer 2000 N Calhoun Rd Brookfield, WI 53005 262.787.3541	Lead Service Replacements	\$ 997,647.00	05-2021	08-2021			Approx 1 Mile
Stoughton Lead Service Replacements City of Stoughton, WI	Stoughton, WI	Jill Weiss Utilities Director Stoughton Utilities 608.873.3379	Lead Service Replacements	\$ 4,615,800.00	05-2021	10-2021			Approx 760 LSLRs
Racine Lead Service Replacements W-21-6 City of Racine, WI	Racine, WI	Jeff Guttenberg City Engineer 262.497.9252	Lead Service Replacements	\$ 409,700.00	08-2021	10-2021			Approx 60 LSLRs
Combined Sewer Main Lining & Manhole Repair Project 13-3-2021 Subcontracted by Visu-Sewer	Milwaukee, WI		Sewer Main Repair	\$ 134,150.00	11-2021	11-2021			
Lead Service Replacements Project 69-1-2021 City of Milwaukee	Milwaukee, WI	Dave Klug 3850 N 35th St Milwaukee, WI 53216 414.286.2830	Lead Service Replacements	\$ 700,000.00	08-2021	11-2021			Approx 100 LSLRs

FIVE STAR ENERGY SERVICES LLC
CURRENT AND PREVIOUS PROJECTS LIST

Project Name	Location	Reference	Type of Work	Contract Amount	Work Dates Start End	Ongoing? Other Information
Water Main Relays w/ Lead Service Replacements Project 70-1-2021 City of Milwaukee	Milwaukee, WI	Anthony Fahres 3850 N 35th Street Milwaukee, WI 53216 414.708.1459	Water Main Lead Service Replacements	\$ 2,786,595.00	09-2021 09-2022	X Approx 11,000 Ft Main Approx 200 LSLRs
City Wide Lead Service Replacements Zones 2, 3, 5, 6 City of Benton Harbor, MI	Benton Harbor, MI	Lucas Grosse Construction Manager Abonmarche 269.926.4574 LGrosse@abonmarche.com				X
Northside Non-Copper Replacements Project 91244-016.0 City of Kalamazoo, MI	Kalamazoo, MI	Anna Crandall Senior Civil Engineer 415 Stockbridge Avenue Kalamazoo, MI 49001 Crandella@kalamazoo-city.org	Lead Service Replacements	\$ 10,520,283.00	03-2022 08-2022	X Approx 1163 LSLRs
Lead and Galvanized Water Service Lateral Replacement Village of Oregon WI 2022 watermain Replacement Project Project 09281002 Village of Eagle, WI	Oregon, WI Eagle, WI	Ruekert & Mielke, Inc 4630 S Biltmore Lane Madison, WI 53718 608.819.2600 MSA Professional Services, Inc 201 Corporate Drive Beaver Dam, WI 53916	Lead Service Replacements Watermain Replacement	\$ 4,611,517.00 \$ 948,000.00 \$ 997,215.00	07-2022 07-2022 07-2022	X X X Approx 500 LSLRs Approx 70 LSLRs Approx 3000 Ft Main



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2022

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

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

PRODUCER R & R Insurance Services Inc N14 W23900 Stone Ridge Dr Waukesha WI 53188		CONTACT NAME: Deborah Madsen PHONE (A/C, No, Ext): (262) 574-7000 FAX (A/C, No): (262) 574-7080 E-MAIL ADDRESS: Debbie.Madsen@rrins.com	
INSURED Five Star Energy Services LLC Unite Utility LLC W228 87055 Enterprise Dr Vernon WI 53103		INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Ins Co (Travelers) NAIC # 25623 INSURER B: Travelers Indemnity Co of Connecticut 25682 INSURER C: Travelers Prop Cas Ins Co of America 25674 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2242128362

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CO-0S784525	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000
				#CGD604 02-19 (AI)			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
				#CGD315 02-19 (WOS)			MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			#CGT100 02-19 (PNC)			PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO			810-0S780329	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS		#CAT499 02-16 (AI/PNC)			BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS		#CAT353 02-15 (WOS)			BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP-0S797582	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		#EU0001 07-16 (AI/PNC/WOS)			AGGREGATE \$ 15,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	UB-0S784168	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
C	Contractors Equipment			630-4R623040	5/1/2022	5/1/2023	E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Installation Floater			630-4R623040	5/1/2022	5/1/2023	Leased/Rented Equipment 500,000
							Any One Jobsite 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate of Insurance

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

AUTHORIZED REPRESENTATIVE

Daniel Scheider/DM586

Dan Scheider

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DOM
180 181 183

United States of America
State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, Patti Epstein, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

Five Star Energy Services LLC

is a domestic corporation or limited liability company organized under the laws of this state and that its date of incorporation or organization is January 24, 2019.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120, Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed the official seal
of the Department on October 7, 2021.

Patti Epstein

PATTI EPSTEIN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

By: Maxwell Wilson

Maxwell J. Wilson

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the APPLICATION FOR CERTIFICATE OF AUTHORITY TO
TRANSACTION BUSINESS IN MICHIGAN
for

FIVE STAR ENERGY SERVICES LLC

ID Number: 802747982

received by electronic transmission on October 08, 2021 ***, is hereby endorsed.***

Filed on October 08, 2021 ***, by the Administrator.***

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

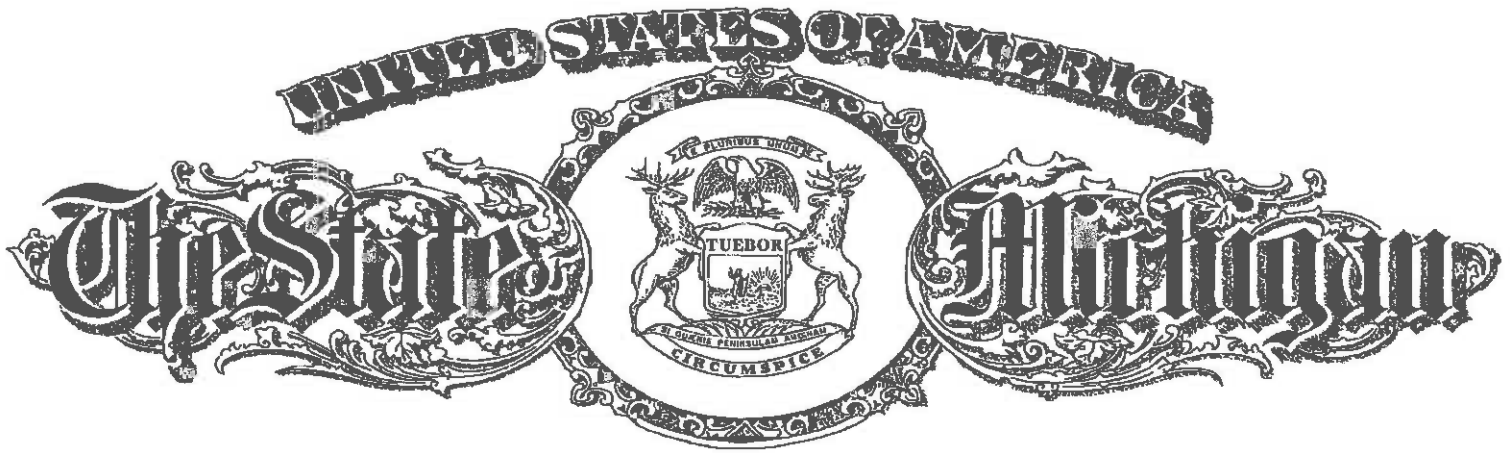


In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 8th day of October, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

FIVE STAR ENERGY SERVICES LLC

a FOREIGN LIMITED LIABILITY COMPANY existing under the laws of the state of Wisconsin

*was validly authorized to transact business in Michigan on the 8th day of October, 2021,
in conformity with 1993 PA 23.*

Said company is authorized to transact in this state any business of the character set forth in its application which a domestic company formed under this act may lawfully conduct. The authority shall continue as long as the company retains its authority to transact such business in the jurisdiction of its organization, its authority to transact business in this state has not been suspended or revoked, and the company has not surrendered its authority to transact business in this state.

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



*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 8th day of October, 2021.*

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Election by a Small Business Corporation
(Under section 1362 of the Internal Revenue Code)
(Including a late election filed pursuant to Rev. Proc. 2013-30)

OMB No. 1545-0123

► You can fax this form to the IRS. See separate instructions.
► Go to www.irs.gov/Form2553 for instructions and the latest information.

Note: This election to be an S corporation can be accepted only if all the tests are met under *Who May Elect* in the instructions, all shareholders have signed the consent statement, an officer has signed below, and the exact name and address of the corporation (entity) and other required form information have been provided.

Election Information		
Type or Print	Name (see instructions) Five Star Energy Services, LLC	A Employer identification number 83-3287884
	Number, street, and room or suite no. If a P.O. box, see instructions. W1032 Cty Rd L	B Date incorporated 01/24/2019
	City or town, state or province, country, and ZIP or foreign postal code East Troy, WI 53120	C State of incorporation WI

D Check the applicable box(es) if the corporation (entity), after applying for the EIN shown in A above, changed its ☐ name or ☐ address

E Election is to be effective for tax year beginning (month, day, year) (see instructions) ► 01/01/2020

Caution: A corporation (entity) making the election for its first tax year in existence will usually enter the beginning date of a short tax year that begins on a date other than January 1.

F Selected tax year:

- (1) ☒ Calendar year
- (2) ☐ Fiscal year ending (month and day) ► _____
- (3) ☐ 52-53-week year ending with reference to the month of December
- (4) ☐ 52-53-week year ending with reference to the month of ► _____

If box (2) or (4) is checked, complete Part II.

G If more than 100 shareholders are listed for item J (see page 2), check this box if treating members of a family as one shareholder results in no more than 100 shareholders (see test 2 under *Who May Elect* in the instructions) ► ☐

H Name and title of officer or legal representative whom the IRS may call for more information Eric Mazoch	Telephone number of officer or legal representative 414-350-7014
---	---

I If this S corporation election is being filed late, I declare I had reasonable cause for not filing Form 2553 timely. If this late election is being made by an entity eligible to elect to be treated as a corporation, I declare I also had reasonable cause for not filing an entity classification election timely and the representations listed in Part IV are true. See below for my explanation of the reasons the election or elections were not made on time and a description of my diligent actions to correct the mistake upon its discovery. See instructions.

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Sign
Here

Under penalties of perjury, I declare that I have examined this election, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete.

Signature of officer

Title

Date

Name

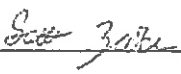

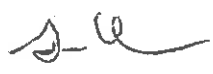
Five Star Energy, LLC

Employer identification number

F3-3287884

Part I

Election Information (continued) Note: If you need more rows, use additional copies of page 2.

J Name and address of each shareholder or former shareholder required to consent to the election. (see instructions)	K Shareholder's Consent Statement Under penalties of perjury, I declare that I consent to the election of the above-named corporation (entity) to be an S corporation under section 1362(a) and that I have examined this consent statement, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete. I understand my consent is binding and may not be withdrawn after the corporation (entity) has made a valid election. If seeking relief for a late filed election, I also declare under penalties of perjury that I have reported my income on all affected returns consistent with the S corporation election for the year for which the election should have been filed (see beginning date entered on line E) and for all subsequent years.		L Stock owned or percentage of ownership (see instructions)		M Social security number or employer identification number (see instructions)	N Shareholder's tax year ends (month and day)
	Signature	Date	Number of shares or percentage of ownership	Date(s) acquired		
Scott Zeitler 2413 Tullig Place DePere, WI 54115		3-9-20	20%	01/01/2020	HIDDEN	12/31
Michael Klumb S15W22095 Wood View Ct Waukesha, WI 53186		3-9-20	40%	01/01/2020	HIDDEN	12/31
Shawn Klumb W1032 County Road L East Troy, WI 53120		3-9-20	40%	01/01/2020	HIDDEN	12/31

Corporate Resolution
for
FIVE STAR ENERGY SERVICES, LLC

We, the undersigned, being all of the directors of this Corporation, consent and agree that the following corporate resolution was made on 01/01/2021 [date] at 2:00 pm [time] at W228S7055 ENTERPRISE DRIVE, BIG BEND, WI 53103 [location]

We do hereby consent to the adoption of the following decision:

THE FOLLOWING MEMBERS ARE AUTHORIZED TO SIGN FOR ALL BIDS AND CONTRACTS ON BEHALF OF
FIVE STAR ENERGY SERVICES, THE "CORPORATION."

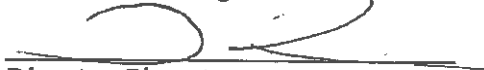
MIKE KLUMB, PRESIDENT; SHAWN KLUMB, VICE PRESIDENT, SECRETARY; GRANT KLUMB, VICE PRESIDENT;
SCOTT ZEITLER, VICE PRESIDENT

Now, therefore, it is resolved, that the Corporation shall:

ALLOW THE ABOVE NAMED MEMBERS TO SIGN AND ENTER INTO AGREEMENTS ON BEHALF OF
THE CORPORATION.

The Officers of this Corporation are hereby authorized to perform the acts to carry out this Resolution.

We, the undersigned directors of this Corporation constituting a quorum of the Board, consent and agree to all of the above on this 01 day of JANUARY 2021.


Director Signature

MIKE KLUMB

Printed Name

01/01/2021

Date


Director Signature

SHAWN KLUMB

Printed Name

01/01/2021

Date


Director Signature

GRANT KLUMB

Printed Name

01/01/2021

Date


Director Signature

SCOTT ZEITLER

Printed Name

01/01/2021

Date

The Secretary of the Corporation certifies that the above is a true and correct copy of the Resolution that was duly adopted at a meeting of the Board of Directors.


Secretary Signature

SHAWN KLUMB

Printed Name

01/01/2021
Date



W228S7055 Enterprise Drive
Big Bend, WI 53103
262.706.3260

August 1, 2022

To:
Bid Recipient, Lead Water Service Project

RE: Contractor Licensure Covenant

Five Star Energy Services pledges to obtain all necessary contractor licensure to perform the lead service replacements on the attached project bid. This includes but is not limited to hiring and maintaining a State Certified Plumber capable of performing all necessary duties related to this project. We will also obtain any licensure related to building, construction, or contractor codes as required by the State of Michigan.

Five Star Energy Services will obtain this (these) licenses prior to the start date/Notice to Proceed on the contract and will maintain this license during the duration of the contract or any obligations related to the contract/warranty period of the contract.

Sincerely,

A handwritten signature in black ink, appearing to be 'Mike Klumb', written over a horizontal line.

Mike Klumb, President & CEO
Five Star Energy Services, LLC

RESOLUTION 22-21

A RESOLUTION TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WATER SYSTEM IMPROVEMENTS

WHEREAS, the City of West Branch wishes to construct improvements to its existing water treatment and distribution system; and

WHEREAS, the water system improvements project formally adopted on June 21, 2021 will be funded through the state of Michigan's Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, the City of West Branch has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$1,284,569.00 from J&N Construction, LLC; and

WHEREAS, the City's engineer, Fleis and Vandenbrink has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of West Branch tentatively awards the contract for construction of the proposed water system improvements project to J&N Construction, LLC, contingent upon successful financial arrangements with the DWSRF.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the West Branch City Council on Monday, August 15, 2022.

BY: Lori Ann Clover, City Clerk
Name and Title *(please print or type)*

Signature

Date



RECOMMENDATION OF AWARD

August 10, 2022

Mr. John Dantzer
City Manager
City of West Branch
121 N. Fourth Street
West Branch, Michigan 48661

RE: DWSRF 7573-01
Water Treatment Upgrades, Site Utilities, Roadway and Grading
Contract 1A

Dear Mr. Dantzer

We have reviewed the bids received on August 9, 2022 for the Mass Grading, Roadway and Water Main being funded through the EGLE DWSRF grant and loan program.

The 3 bids received are summarized as follows:

• J&N Construction, LLC	\$1,284,569.00
• Kalin Construction Co., Inc.	\$1,902,897.50.
• Sterling Excavation, Inc	\$2,228,917.00

The apparent low bidder J&N Construction, LLC has completed similar work within the Northern Michigan Region. We have made inquiries regarding J&N Construction, LLC's quality of work, project scheduling and completion on projects of similar size and scope. Based on our review, we feel confident that J&N Construction, LLC can deliver a quality project to the city.

We would recommend tentative contract award to J&N Construction, LLC in the amount of \$1,284,569.00 contingent upon approval and financing from EGLE DWSRF grant and loan program.

We have also attached a copy of the bid opening results and the detailed bid tabulation.

Please feel free to call me with any questions.

Sincerely,



Gary O. Bartow
Group Manager / Associate

2125 Ridgewood Drive, Suite 101
Midland, MI 48642
P: 989.837.3280
F: 989.837.3290
www.fveng.com

**City of West Branch
DWSRF 7573-01 Contract 1A**

Bid Tabulation

Item No.	Description	Unit	Bid Quantity	J & N Construction, LLC		Kalin Construction Co., Inc.		Sterling Excavation, Inc.	
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
1	General Conditions, Bonds, and Insurance, Max 5%	LS	1	\$ 59,000.00	\$ 59,000.00	\$ 75,000.00	\$ 75,000.00	\$ 105,000.00	\$ 105,000.00
2	Pre-Construction Video Survey	LS	1	\$ 7,300.00	\$ 7,300.00	\$ 6,875.00	\$ 6,875.00	\$ 2,500.00	\$ 2,500.00
3	Traffic Control	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 12,500.00	\$ 12,500.00
4	Soil Erosion Control	LS	1	\$ 56,000.00	\$ 56,000.00	\$ 23,000.00	\$ 23,000.00	\$ 42,400.00	\$ 42,400.00
5	Mass Grading	LS	1	\$ 433,292.00	\$ 433,292.00	\$ 675,000.00	\$ 675,000.00	\$ 1,090,000.00	\$ 1,090,000.00
6	6" Watermain	Lft	1500	\$ 80.00	\$ 120,000.00	\$ 66.00	\$ 99,000.00	\$ 65.00	\$ 97,500.00
7	7 1/2" Valve & Box	Ea	8	\$ 2,366.00	\$ 18,928.00	\$ 3,000.00	\$ 24,000.00	\$ 2,465.00	\$ 19,720.00
8	8"X8"X8" Tee	Ea	2	\$ 940.00	\$ 1,880.00	\$ 1,400.00	\$ 2,800.00	\$ 916.00	\$ 1,832.00
9	8"X8" Cross	Ea	1	\$ 1,275.00	\$ 1,275.00	\$ 2,400.00	\$ 2,400.00	\$ 1,300.00	\$ 1,300.00
10	8" 45 Bend	Ea	2	\$ 695.00	\$ 1,390.00	\$ 915.00	\$ 1,830.00	\$ 500.00	\$ 1,000.00
11	8" 22.5 Bend	Ea	1	\$ 642.00	\$ 642.00	\$ 1,000.00	\$ 1,000.00	\$ 495.00	\$ 495.00
12	8" Plug	Ea	5	\$ 261.00	\$ 1,305.00	\$ 225.00	\$ 1,125.00	\$ 170.00	\$ 850.00
13	8"X8" Wye	Ea	1	\$ 996.00	\$ 996.00	\$ 1,200.00	\$ 1,200.00	\$ 830.00	\$ 830.00
14	Fire Hydrant Assembly	Ea	3	\$ 6,929.00	\$ 20,787.00	\$ 7,500.00	\$ 22,500.00	\$ 6,785.00	\$ 20,355.00
15	Connect to Existing Watermain	Ea	1	\$ 2,726.00	\$ 2,726.00	\$ 4,000.00	\$ 4,000.00	\$ 3,080.00	\$ 3,080.00
16	1" Corporation	Ea	15	\$ 470.00	\$ 7,050.00	\$ 800.00	\$ 12,000.00	\$ 850.00	\$ 12,750.00
17	1" Water Service	Lft	600	\$ 41.00	\$ 24,600.00	\$ 31.00	\$ 18,600.00	\$ 30.00	\$ 18,000.00
18	1" Corb Stop & Box	Ea	15	\$ 475.00	\$ 7,125.00	\$ 600.00	\$ 9,000.00	\$ 360.00	\$ 5,400.00
19	Remove HMA Pavement	Syd	1300	\$ 3.00	\$ 3,900.00	\$ 6.00	\$ 7,800.00	\$ 5.00	\$ 6,500.00
20	HMA Base Crushing & Shaping	Syd	1300	\$ 3.00	\$ 3,900.00	\$ 3.50	\$ 4,550.00	\$ 4.00	\$ 5,200.00
21	Roadway Grading	Lft	2600	\$ 4.00	\$ 10,400.00	\$ 21.16	\$ 55,016.00	\$ 8.00	\$ 20,800.00
22	Subbase, 12"	Syd	10460	\$ 7.65	\$ 80,019.00	\$ 8.00	\$ 83,680.00	\$ 8.50	\$ 88,910.00
23	Aggregate Base, 8"	Syd	8400	\$ 9.00	\$ 75,600.00	\$ 11.00	\$ 92,400.00	\$ 12.00	\$ 100,800.00
24	Concrete Curb & Gutter	Lft	5500	\$ 18.30	\$ 100,650.00	\$ 18.30	\$ 100,650.00	\$ 25.00	\$ 143,000.00
25	Concrete Gutter, MDOT M-Opening	Lft	130	\$ 18.30	\$ 2,379.00	\$ 18.30	\$ 2,379.00	\$ 34.00	\$ 4,420.00
26	HMA, 3C, 2", Base Course	Syd	8400	\$ 10.00	\$ 84,000.00	\$ 10.20	\$ 85,680.00	\$ 11.25	\$ 94,500.00
27	HMA, 4C, 2", Top Course	Syd	8400	\$ 10.00	\$ 84,000.00	\$ 10.00	\$ 84,000.00	\$ 11.00	\$ 92,400.00
28	HMA Approach	Syd	275	\$ 35.00	\$ 9,625.00	\$ 29.50	\$ 8,112.50	\$ 33.00	\$ 9,075.00
29	Turf Establishment	Acres	33.3	\$ 1,000.00	\$ 33,300.00	\$ 11,000.00	\$ 366,300.00	\$ 6,000.00	\$ 199,800.00
30	Finished Grade Verification (Allowance)	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
31	Construction Testing (Allowance)	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	Mathematic Total				\$ 1,284,569.00		\$ 1,902,897.50		\$ 2,228,917.00
	As Read Total				\$ 1,284,569.00		\$ 1,902,897.50		\$ 2,228,917.00
	Difference				\$ -		\$ -		\$ -
	Engineering Estimate		\$ 1,728,320.00						

West Branch Contract 1A
Mass Grading, Roadway, and Water Main Bid Tab
Due 8/9/22 at 1:00 pm

Bidder	4 Addenda Acknowledged	Signed Bid Form	Bid Bond	Read Amount
Sterling Excavation	XXXX	XXXX	XXXX	\$2,228,917.00
J&N Construction	XXXX	XXXX	XXXX	\$1,284,569.00
G&J Site Solutions				
Katterman Trucking				
Champagne & Marx				
Kalin Construction	XXXX	XXXX	XXXX	\$1,902,897.50

Sterling Excavation

SECTION 00 41 00

BID FORM

ARTICLE 1 - OWNER & BIDDER

- 1.01 This Bid is submitted to: City of West Branch
- 1.02 Name of Project: Water System & Infrastructure Upgrades
Contract 1A – Mass Grading, Roadway, and Watermain
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid.
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. American Iron and Steel Language
 - E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form

ARTICLE 3 - BASIS OF BID

3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	General Conditions, Bonds, and Insurance, Max 5%	LS	1	\$ 105,000.00	\$ 105,000.00
2	Pre-Construction Video Survey	LS	1	\$ 2,500.00	\$ 2,500.00
3	Traffic Control	LS	1	\$ 12,500.00	\$ 12,500.00
4	Soil Erosion Control	LS	1	\$ 42,400.00	\$ 42,400.00
5	Mass Grading	LS	1	\$ 1,090,000.00	\$ 1,090,000.00
6	8" Watermain	Lft	1500	\$ 65.00	\$ 97,500.00
7	8" Valve & Box	Ea	8	\$ 2,465.00	\$ 19,720.00
8	8"X8"X8" Tee	Ea	2	\$ 916.00	\$ 1,832.00
9	8"X8" Cross	Ea	1	\$ 1,300.00	\$ 1,300.00
10	8" 45 Bend	Ea	2	\$ 500.00	\$ 1,000.00

11	8" 22.5 Bend	Ea	1	\$ 495.00	\$ 495.00
12	8" Plug	Ea	5	\$ 170.00	\$ 850.00
13	8"x8" Wye	Ea	1	\$ 830.00	\$ 830.00
14	Fire Hydrant Assembly	Ea	3	\$ 6,785.00	\$ 20,355.00
15	Connect to Existing Watermain	Ea	1	\$ 3,080.00	\$ 3,080.00
16	1" Corporation	Ea	15	\$ 850.00	\$ 12,750.00
17	1" Water Service	Lft	600	\$ 30.00	\$ 18,000.00
18	1" Curb Stop & Box	Ea	15	\$ 360.00	\$ 5,400.00
19	Remove HMA Pavement	SYd	1300	\$ 5.00	\$ 6,500.00
20	HMA Base Crushing & Shaping	SYd	1300	\$ 4.00	\$ 5,200.00
21	Roadway Grading	Lft	2600	\$ 8.00	\$ 20,800.00
22	Subbase, 12"	SYd	10460	\$ 8.50	\$ 88,910.00
23	Aggregate Base, 8"	SYd	8400	\$ 12.00	\$ 100,800.00
24	Concrete Curb & Gutter	Lft	5500	\$ 26.00	\$ 143,000.00
25	Concrete Gutter, MDOT M-Opening	Lft	130	\$ 34.00	\$ 4,420.00
26	HMA, 4C, 2", Base Course	SYd	8400	\$ 11.25	\$ 94,500.00
27	HMA, 3C, 2", Top Course	SYd	8400	\$ 11.00	\$ 92,400.00
28	HMA Approach	Syd	275	\$ 33.00	\$ 9,075.00
29	Turf Establishment	Acre	33.3	\$ 6,000.00	\$ 199,800.00
30	Finished Grade Verification (Allowance)	LS	1	\$ 8,000.00	\$ 8,000.00
31	Construction Testing (Allowance)	LS	1	\$ 20,000.00	\$ 20,000.00
					\$ 2,326,917.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 - TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
01	7/29/22
02	8/1/22
03	8/4/22
04	8/5/22

5.04 Subcontractor and Supplier List:

- A. Bid is submitted on the basis of the use of the following Subcontractors

WORK ITEM	FIRM	CITY
Bituminous Paving	Pyramid	West Branch
Concrete Work	Isabella	Mount Pleasant
Surface Restoration	Bell Landscape	Saginaw

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques,

sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

STERLING EXCAVATION, INC.

(typed or printed name of organization)

By:

[Signature]

(individual's signature)

Name:

AVERY STERLING

(typed or printed)

Title:

PRESIDENT

(typed or printed)

Date:

8/1/22

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Signature]

(individual's signature)

Name: SEE ABOVE
(typed or printed)

Title: SEE ABOVE
(typed or printed)

Date: SEE ABOVE
(typed or printed)

Address for giving notices:

116 S. 3RD STREET P.O. Box 640
WEST BRANCH, MI 48661

Bidder's Contact:

Name: AVERY STEELING
(typed or printed)

Title: PRESIDENT
(typed or printed)

Phone: 989-240-4721

Email: AVERY STEELING40@EMAIL.COM

Address: 116 S. 3RD STREET P.O. Box 640
WEST BRANCH, MI 48661

Bidder's Contractor License No.: (if applicable) N/A

END OF SECTION



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Sterling Excavation, Inc.

P.O. Box 640

West Branch, MI 48661

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company

118 Second Avenue SE

Cedar Rapids, IA 52407-3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of West Branch

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: City of West Branch- Water System & Infrastructure Upgrades Contract 1A Mass Grading, Roadway, and Watermain
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August

2022



(Witness)



(Witness) Kim Bennett

Sterling Excavation, Inc.
(Principal)

(Seal)

(Title)
United Fire & Casualty Company
(Surety)

(Seal)

(Title) James N. Slear

, Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JOHN T. FOSTER, JAMES N. SLEAR, HEATHER BUONODONO, SHERRY ALTMAN ALEXANDER, IAN FOSTER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 2nd day of November, 2017

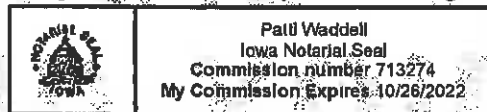


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 2nd day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of August, 2022



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Avery Sterling - President

Name and Title of Authorized Representative

Sterling Excavation, Inc.

Name of Participant Agency or Firm

[Signature]

Signature of Authorized Representative

8/9/22

Date

☐ I am unable to certify to the above statement. Attached is my explanation.

J&N Construction, LLC

SECTION 00 41 00

BID FORM

ARTICLE 1 - OWNER & BIDDER

- 1.01 This Bid is submitted to: City of West Branch
- 1.02 Name of Project: Water System & Infrastructure Upgrades
Contract 1A – Mass Grading, Roadway, and Watermain
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid.
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. American Iron and Steel Language
 - E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form

ARTICLE 3 - BASIS OF BID

3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	General Conditions, Bonds, and Insurance, Max 5%	LS	1	\$ 59,000. ⁰⁰	\$ 59,000. ⁰⁰
2	Pre-Construction Video Survey	LS	1	\$ 7,300. ⁰⁰	\$ 7,300. ⁰⁰
3	Traffic Control	LS	1	\$ 4,500. ⁰⁰	\$ 4,500. ⁰⁰
4	Soil Erosion Control	LS	1	\$ 56,000. ⁰⁰	\$ 56,000. ⁰⁰
5	Mass Grading	LS	1	\$ 433,292. ⁰⁰	\$ 433,292. ⁰⁰
6	8" Watermain	LFt	1500	\$ 80. ⁰⁰	\$ 120,000. ⁰⁰
7	8" Valve & Box	Ea	8	\$ 2,366. ⁰⁰	\$ 18,928. ⁰⁰
8	8"X8"X8" Tee	Ea	2	\$ 940. ⁰⁰	\$ 1,880. ⁰⁰
9	8"X8" Cross	Ea	1	\$ 1,275. ⁰⁰	\$ 1,275. ⁰⁰
10	8" 45 Bend	Ea	2	\$ 695. ⁰⁰	\$ 1,390. ⁰⁰

11	8" 22.5 Bend	Ea	1	\$ 642.00	\$ 642.00	
12	8" Plug	Ea	5	\$ 261.00	\$ 1,305.00	
13	8"x8" Wye	Ea	1	\$ 996.00	\$ 996.00	
14	Fire Hydrant Assembly	Ea	3	\$ 6,929.00	\$ 6,929.00	
15	Connect to Existing Watermain	Ea	1	\$ 2,726.00	\$ 2,726.00	
16	1" Corporation	Ea	15	\$ 470.00	\$ 7,050.00	
17	1" Water Service	LFt	600	\$ 41.00	\$ 24,600.00	WM
18	1" Curb Stop & Box	Ea	15	\$ 475.00	\$ 7,125.00	
19	Remove HMA Pavement	SYd	1300	\$ 3.00	\$ 3,900.00	
20	HMA Base Crushing & Shaping	SYd	1300	\$ 3.00	\$ 3,900.00	
21	Roadway Grading	LFt	2600	\$ 4.00	\$ 10,400.00	
22	Subbase, 12"	SYd	10460	\$ 7.65	\$ 80,019.00	
23	Aggregate Base, 8"	SYd	8400	\$ 9.00	\$ 75,600.00	WM
24	Concrete Curb & Gutter	LFt	5500	\$ 18.30	\$ 100,650.00	
25	Concrete Gutter, MDOT M-Opening	LFt	130	\$ 18.30	\$ 2,379.00	
26	HMA, 4C, 2", Base Course	SYd	8400	\$ 10.00	\$ 84,000.00	
27	HMA, 3C, 2", Top Course	SYd	8400	\$ 10.00	\$ 84,000.00	
28	HMA Approach	Syd	275	\$ 35.00	\$ 9,625.00	
29	Turf Establishment	Acre	33.3	\$ 1,000.00	\$ 33,300.00	
30	Finished Grade Verification (Allowance)	LS	1	\$ 8,000.00	\$ 8,000.00	
31	Construction Testing (Allowance)	LS	1	\$ 20,000.00	\$ 20,000.00	
					\$1,284,569.00	

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 - TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	08/01/2022
2	08/01/2022
3	08/04/2022
4	08/05/2022

5.04 Subcontractor and Supplier List:

- A. Bid is submitted on the basis of the use of the following Subcontractors

WORK ITEM	FIRM	CITY
Bituminous Paving	RIETH - RILEY	HOUGHTON LAKE, MI
Concrete Work	BELLE CONCRETE	HOUGHTON LAKE, MI
Surface Restoration	S. HAYES, INC.	LEROY, MI

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques,

sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

J & N Construction, LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

William P. Mason

(typed or printed)

Title:

General Manager

(typed or printed)

Date:

08/09/2022

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name: Doreen Osborne
(typed or printed)
Title: Office Manager
(typed or printed)
Date: 08/09/2022
(typed or printed)

Address for giving notices:

1223 Anna Drive
Gaylord, MI 49735

Bidder's Contact:

Name: William P. Mason
(typed or printed)
Title: General Manager
(typed or printed)
Phone: 989-732-8318
Email: wmason@jandnllc.com
Address: 1223 Anna Drive
Gaylord, MI 49735
Bidder's Contractor License No.: (if applicable) N/A

END OF SECTION

BID BOND (PENAL SUM FORM)

Bidder J & N CONSTRUCTION, LLC Name: Address (principal place of business): 1223 Anna Drive Gaylord, MI 49735	Surety Name: Ohio Farmers Insurance Company Address (principal place of business): 1 Park Circle , P.O. Box 5001 Westfield Center, OH 44251
Owner Name: City Of West Branch Address (principal place of business): 121 N. 4th Street West Branch, MI 48661	Bid Project (name and location): Water System & Infrastructure Upgrades Contract 1A - Mass Grading, Roadway, and Watermain Bid Due Date: 8/09/2022
Bond OF00541 Penal Sum: 5.00% Date of Bond: 8/05/2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder J & N CONSTRUCTION, LLC	Surety Ohio Farmers Insurance Company
By: <u>William P. Mason</u> (Signature)	By: <u>Samuel Duchow</u> (Signature) (Attach Power of Attorney)
Name: <u>WILLIAM P. MASON</u> (Printed or typed)	Name: <u>Samuel Duchow</u> (Printed or typed)
Title: <u>GENERAL MANAGER</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Doreen Osborne</u> (Signature)	Attest: <u>Karla K. Heffron</u> (Signature)
Name: <u>DOREEN OSBORNE</u> (Printed or typed)	Name: <u>Karla K. Heffron</u> (Printed or typed)
Title: <u>OFFICE MANAGER</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/12/21, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 4830912 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER M. KEMP, ROBERT DOWNEY, CONNIE SMITH, KORY MORTEL, ELIOT MOTU, SAMUEL DUCHOW, JOINTLY OR SEVERALLY

of HUDSON and State of WI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 12th day of OCTOBER A.D., 2021.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 12th day of OCTOBER A.D., 2021, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of August A.D., 2022



Frank A. Carrino, Secretary

J & N CONSTRUCTION, LLC.

1223 ANNA DRIVE
GAYLORD, MI 49735

PHONE (989)732-8318
FAX (989)731-1729

March 22, 2019

To Whom It May Concern:

William P. Mason, General Manager / estimator for J&N, LLC., has authorization to sign all bids on behalf of the corporation.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert A. McQuestion", written over a horizontal line.

Robert A. McQuestion
Member

American Iron and Steel Contract Language

The Contractor acknowledges to and for the benefit of the city of West Branch ("Purchaser") and the Michigan Department of Environmental Quality (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS)," that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

WILLIAM P. MASON, GENERAL MANAGER
Name and Title of Authorized Representative

J & N CONSTRUCTION, LLC
Name of Participant Agency or Firm

William P. Mason
Signature of Authorized Representative

08-09-2022
Date

☐ I am unable to certify to the above statement. Attached is my explanation.

Kalin Construction

SECTION 00 41 00

BID FORM

ARTICLE 1 - OWNER & BIDDER

- 1.01 This Bid is submitted to: City of West Branch
- 1.02 Name of Project: Water System & Infrastructure Upgrades
Contract 1A – Mass Grading, Roadway, and Watermain
- 1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid.
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - D. American Iron and Steel Language
 - E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form

ARTICLE 3 - BASIS OF BID

3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	General Conditions, Bonds, and Insurance, Max 5%	LS	1	\$ 75,000 ⁰⁰	\$ 75,000 ⁰⁰
2	Pre-Construction Video Survey	LS	1	\$ 6,875 ⁰⁰	\$ 6,875 ⁰⁰
3	Traffic Control	LS	1	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰
4	Soil Erosion Control	LS	1	\$ 23,000 ⁰⁰	\$ 23,000 ⁰⁰
5	Mass Grading	LS	1	\$ 625,000 ⁰⁰	\$ 625,000 ⁰⁰
6	8" Watermain	LFt	1500	\$ 66 ⁰⁰	\$ 99,000 ⁰⁰
7	8" Valve & Box	Ea	8	\$ 3,000 ⁰⁰	\$ 24,000 ⁰⁰
8	8"X8"X8" Tee	Ea	2	\$ 1,400 ⁰⁰	\$ 2,800 ⁰⁰
9	8"X8" Cross	Ea	1	\$ 2,400 ⁰⁰	\$ 2,400 ⁰⁰
10	8" 45 Bend	Ea	2	\$ 915 ⁰⁰	\$ 1,830 ⁰⁰

GWK

11	8" 22.5 Bend	Ea	1	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰
12	8" Plug	Ea	5	\$ 225 ⁰⁰	\$ 1,125 ⁰⁰
13	8"x8" Wye	Ea	1	\$ 1,200 ⁰⁰	\$ 1,200 ⁰⁰
14	Fire Hydrant Assembly	Ea	3	\$ 7,500 ⁰⁰	\$ 22,500 ⁰⁰
15	Connect to Existing Watermain	Ea	1	\$ 4,000 ⁰⁰	\$ 4,000 ⁰⁰
16	1" Corporation	Ea	15	\$ 800 ⁰⁰	\$ 12,000 ⁰⁰
17	1" Water Service	LFt	600	\$ 31 ⁰⁰	\$ 18,600 ⁰⁰
18	1" Curb Stop & Box	Ea	15	\$ 600 ⁰⁰	\$ 9,000 ⁰⁰
19	Remove HMA Pavement	SYd	1300	\$ 6 ⁰⁰	\$ 7,800 ⁰⁰
20	HMA Base Crushing & Shaping	SYd	1300	\$ 3 ⁵⁰	\$ 4,550 ⁰⁰
21	Roadway Grading	LFt	2600	\$ 21 ¹⁰	\$ 55,010 ⁰⁰
22	Subbase, 12"	SYd	10460	\$ 8 ⁰⁰	\$ 83,680 ⁰⁰
23	Aggregate Base, 8"	SYd	8400	\$ 11 ⁰⁰	\$ 92,400 ⁰⁰
24	Concrete Curb & Gutter	LFt	5500	\$ 18 ³⁰	\$ 100,650 ⁰⁰
25	Concrete Gutter, MDOT M-Opening	LFt	130	\$ 18 ³⁰	\$ 2,379 ⁰⁰
26	HMA, 4C, 2", Base Course	SYd	8400	\$ 10 ²⁰	\$ 85,680 ⁰⁰
27	HMA, 3C, 2", Top Course	SYd	8400	\$ 10 ⁰⁰	\$ 84,000 ⁰⁰
28	HMA Approach	Syd	275	\$ 29 ⁵⁰	\$ 8,112 ⁵⁰
29	Turf Establishment	Acre	33.3	\$ 11,000 ⁰⁰	\$ 366,300 ⁰⁰
30	Finished Grade Verification (Allowance)	LS	1	\$ 8,000.00	\$ 8,000.00
31	Construction Testing (Allowance)	LS	1	\$ 20,000.00	\$ 20,000.00
				\$ 1,852,897 ⁵⁰	

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 - TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	8/1/22
2	8/1/22
3	8/4/22
4	8/5/22

5.04 Subcontractor and Supplier List:

- A. Bid is submitted on the basis of the use of the following Subcontractors

WORK ITEM	FIRM	CITY
Bituminous Paving	Pyramid	Evansville
Concrete Work	Bella Construction	Houghton Lake
Surface Restoration	Muniu Landscaping	Freeport

ARTICLE 6 - BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques,

sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Kalin Construction Company Inc.
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Name: Gerald W Kalin
(typed or printed)

Title: Director of Operations
(typed or printed)

Date: 8/5/22
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [Signature]
(individual's signature)

Name: Mathew J. Kalin
(typed or printed)
Title: Estimator
(typed or printed)
Date: 8/5/22
(typed or printed)

Address for giving notices:

2663 Yore Ave
Sodus, NY 14926

Bidder's Contact:

Name: Allen Robinson
(typed or printed)
Title: Project Manager
(typed or printed)
Phone: 589-233-0102
Email: ARobinson@kslinc.com
Address: 2663 Yore Ave
Sodus, NY 14926

Bidder's Contractor License No.: (if applicable) _____

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kalin Construction Co., Inc.
2663 Yore Ave.
Sodus, MI 49126

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of West Branch
121 North Fourth Street
West Branch, MI 48661

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

West Branch - Contract 1A

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2022.

(Witness)

(Witness)

Kalin Construction Co., Inc.

(Principal)

(Seal)

By:

(Title) Gerald W. Kalin Director of Operations

Western Surety Company

(Surety)

(Seal)

By:

(Title) Lori A. King-Clyde, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lori A King-Clyde, Janice Stickles, Dan Cusenza, Heather Buonodono, Individually

of Kentwood, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of March, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 4th day of March, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of August, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00 91 13

ADDENDUM

Addendum No. 01

Owner: City of West Branch
Contract: Contract 1A – Mass Grading, Roadway, and Water Main
Project: Water System & Infrastructure Upgrades Date: _____
Owner's Contract No.: _____ Engineer's Project No.: 854110
Engineer: Fleis & VandenBrink Engineering

NOTICE TO ALL PROSPECTIVE BIDDERS

BIDS DUE: August 9, 2022 @ 1:00 p.m. – ISSUED TO ALL PLANHOLDERS OF RECORD
=====

This Addendum is a part of the Contract Documents and modifies the previously issued Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may result in rejection of the Bid.

SPECIFICATION CHANGES

ITEM NO. 1:

Section 00 11 13 – ADVERTISEMENT FOR BIDS

Change the due date in the first paragraph to 1:00 p.m. local time, August 9, 2022

END OF SECTION

SECTION 00 91 13

ADDENDUM

Addendum No. 02

Owner:	<u>City of West Branch</u>	
Contract:	<u>Contract 1A – Mass Grading, Roadway, and Water Main</u>	
Project:	<u>Water System & Infrastructure Upgrades</u>	Date: <u>8/1/22</u>
Owner's Contract No.:	<u></u>	Engineer's Project No.: <u>854110</u>
Engineer:	<u>Fleis & VandenBrink Engineering</u>	

NOTICE TO ALL PROSPECTIVE BIDDERS

BIDS DUE: August 9, 2022 @ 1:00 p.m. – ISSUED TO ALL PLANHOLDERS OF RECORD

=====

This Addendum is a part of the Contract Documents and modifies the previously issued Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may result in rejection of the Bid.

ADDITIONAL INFORMATION

ITEM NO. 1:

TIN surfaces of the existing grade and proposed grade in AutoCAD DWG file format are being provided on request. Make requests to Doug Stevens at dstevens@fvann.com or call at (989) 708-4489.

END OF SECTION

SECTION 00 91 13

ADDENDUM

Addendum No. 03

Owner: City of West Branch
Contract: Contract 1A – Mass Grading and Roadway
Project: Water System & Infrastructure Upgrades Date: 8/4/22
Owner's Contract No.: _____ Engineer's Project No.: 854110
Engineer: Fleis & VandenBrink Engineering

NOTICE TO ALL PROSPECTIVE BIDDERS

BIDS DUE: August 9, 2022 @ 1:00 p.m. – ISSUED TO ALL PLANHOLDERS OF RECORD

=====

This Addendum is a part of the Contract Documents and modifies the previously issued Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may result in rejection of the Bid.

SPECIFICATION CHANGES

ITEM NO. 1:

Section 00 21 13 – INSTRUCTIONS TO BIDDERS

- Delete paragraphs 4.01 and 4.02 and replace with the following.
4.01 A pre-bid conference will not be conducted for this Project.
- Change paragraph 12.13 to 13.01 and add the heading ARTICLE 13 – BASIS OF BID before the new paragraph 13.01. Change all paragraph numbering after this per the attached specification section 00 21 13.
- Delete paragraph 17.05.C

ITEM NO. 2:

Section 00 41 00 – BID FORM

- Add pay items 13, and 16-18 per the attached specification section 00 41 00. Bidder must submit bid using this revised specification.

ITEM NO. 3:

Section 00 52 00 – AGREEMENT

- Change the date in paragraph 4.02.A "Work will not begin before.." from May 15, 2024 to May 15, 2023.
- Change paragraph 4.03.A.1 to the following:
Milestone 1: Mass grading of the entire site complete before July 1, 2023 ready for utility installation by other.
- Add the following new Paragraph immediately after paragraph 4.04.A.2:
A. *Milestone 1:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate

SECTION 00 91 13

ADDENDUM

Addendum No. 04

Owner:	City of West Branch		
Contract:	Contract 1A – Mass Grading and Roadway		
Project:	Water System & Infrastructure Upgrades	Date:	8/5/22
Owner's Contract No.:		Engineer's Project No.:	854110
Engineer:	Fleis & VandenBrink Engineering		

NOTICE TO ALL PROSPECTIVE BIDDERS

BIDS DUE: August 9, 2022 @ 1:00 p.m. – ISSUED TO ALL PLANHOLDERS OF RECORD

=====

This Addendum is a part of the Contract Documents and modifies the previously issued Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may result in rejection of the Bid.

SPECIFICATION CHANGES

ITEM NO. 1:

Section 00 52 00 - AGREEMENT

- Change the date in paragraph 4.02.A "Work will not begin.." from May 15, 2023 to November 7, 2022.
- Change paragraph 4.03.A.1 to the following:
Milestone 1: Mass grading of the entire site complete before April 15, 2023 ready for utility installation by other.

ITEM NO. 2:

Section 00 73 02 – CWSRF AND DWRP NON-EQUIVALENCY DOCUMENTS

- Replace the wage rates in this section with the attached wage rates dated 8/5/22.

ATTACHMENTS:

Heavy Wage Rates dated 8/5/22

END OF SECTION

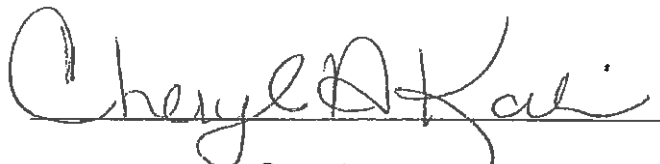
RESOLUTION OF BOARD OF DIRECTORS

I, Cheryl Kalin, do hereby certify that I am duly elected and qualified Corporate Secretary of Kalin Construction Co., Inc. and the keeper of the records and corporate seal of Kalin Construction Co., Inc. and that the following is a true and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors of said Kalin Construction Co., Inc., held in accordance with the by-laws of said Corporation at its Office at 2663 Yore Avenue, Sodus, Michigan on the 15th day of August, 1989.

"Be it Resolved", that

Gerald W. Kalin, Superintendent of this Corporation and is hereby authorized for and on behalf Of said Corporation to Negotiate and sign bids and contracts for Kalin Construction Co., Inc.

In witness whereof, I have hereunto affix my name as Corporate Secretary, and have caused the corporate seal of said Corporation to be hereto affixed this 21st day of June, 2017.


Secretary

SEAL

I Gerald F Kalin

A Director of said Corporation, do hereby certify that the foregoing is a correct copy of a resolution adopted as above set forth


Director

American Iron and Steel Contract Language

The Contractor acknowledges to and for the benefit of the city of West Branch ("Purchaser") and the Michigan Department of Environmental Quality (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund and/or the Drinking Water Revolving Fund and such law contains provisions commonly known as "American Iron and Steel (AIS)," that requires all iron and steel products used in the project be produced in the United States ("AIS Requirements") including iron and steel provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the AIS Requirements, (b) all iron and steel used in the project will be and/or have been produced in the United States in a manner that complies with the AIS Requirements, unless a waiver of the requirements is approved or the State made the determination in writing that the AIS Requirements do not apply to the project, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the AIS requirements, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Debarment Certification

The prime contractor must provide a completed **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form** with its bid or proposal package to the owner (Attachment 2).

Attachment 2

***Certification Regarding
Debarment, Suspension, and Other Responsibility Matters***

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

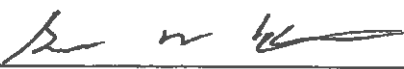
The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Gerald W. Kalin Director of Operations
Name and Title of Authorized Representative

Kalin Construction Company Inc.
Name of Participant Agency or Firm


Signature of Authorized Representative

8/5/22
Date

☐ I am unable to certify to the above statement. Attached is my explanation.

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

BILLS	\$48,364.95
<i>BILLS AS OF 8/11/22</i>	<i>\$48,364.95</i>
<i>Additions to Bills as of</i>	<i>\$0</i>
<i>Paid but not approved</i>	<i>\$692.52</i>
TOTAL BILLS	\$49,057.47

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

Vendor Name	Amount	Description
A & L GREAT LAKES LABORATORIES	19.50	WWTP TESTING
ADAMS, JOE	200.00	BOOT REIMBURSEMENT
AXON ENTERPRISE INC	1,652.07	POLICE TASER
BADGER METER	824.14	CELLULAR READS JULY
BBC DISTRIBUTING	164.66	WWTP SUPPLIES
CHARTER COMMUNICATIONS	759.85	PHONE & INTERNET
CINTAS	392.57	UNIFORMS
CITY OF WEST BRANCH	572.16	WATER BILLS JULY
CONSUMERS ENERGY	12,640.29	ELECTRIC
FOSTER BLUE WATER OIL LLC	2,580.91	FUEL
GFL ENVIRONMENTAL	11,922.03	GARBAGE SERVICE AUGUST
GREAT LAKES TECH CONSULT LLC	2,609.96	POLICE LAPTOP & SECURITY RENEWALS
HACH COMPANY	101.78	WWTP SUPPLIES
HOME DEPOT	213.70	DPW SUPPLIES
HUTSON INC	299.50	DPW PARTS
K9ATF	1,775.00	BICOLL & KONY ANNUAL FEE
MILLER OFFICE MACHINES	609.55	COPIER
NASRO	495.00	BEEHLER TRAINING
NORTH CENTRAL LABORATORIES	89.29	WWTP SUPPLIES
NORTHERN MOW & TRIM	210.00	MOWINGS
OFFICE CENTRAL	479.19	VARIOUS SUPPLIES
OGEMAW COUNTY EMERGENCY DISPATCH AU	25.00	WARRANT ENTRY
OGEMAW COUNTY EQUALIZATION	4,418.20	TAX ROLL MAINTENANCE
OGEMAW COUNTY HERALD ADLINER	65.45	ADS
OGEMAW COUNTY VOICE	98.60	ADS
PITNEY BOWES INC RENTAL ACCT	34.99	MONTHLY RENTAL
REVIZE	760.00	ANNUAL TECH SUPPORT WEBSITE
SAVE A LOT	94.19	VARIOUS SUPPLIES
SCHMITT TIRE & GAS	190.00	REPAIRS
SELLEY'S CLEANERS	66.50	POLICE DRY CLEANING
T Z CONTRACTING LLC	300.00	SKID STEER RENT RODEO
UPS	4.94	DPW SHIPPING
USA BLUE BOOK	184.99	WWTP SUPPLIES
VIC BOND SALES INC	7.83	VARIOUS SUPPLIES
VISA	1,324.66	SUPPLIES
WASTE MANAGEMENT INC	277.45	WWTP DUMPSTER
WEST BRANCH ACE HARDWARE	574.21	VARIOUS SUPPLIES
WEST BRANCH AUTOMOTIVE	1,326.79	VARIOUS SUPPLIES
TOTAL	48,364.95	



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

WATER/SEWER BILL
ADMINISTRATIVE ADJUSTMENT REQUEST FORM

Name and contact information of individual requesting the administrative adjustment:

David Thomsen 989-709-1923

Name and property address for individual/entity responsible for water/sewer bill in question:

Sharon Avram
252 Windemere Pl.

Relationship/interest of party requesting the adjustment (example: property owner, tenant, office manager, etc.):

Son

Are you requesting an administrative adjustment of the:

☐ Water portion of the bill only ☐ Sewer portion of the bill only ☒ Both the water & sewer portions

What period of time are you requesting an administrative adjustment of your bill be applied to:

6/1/22 to 6/30/22

Has the Department of Public Works (DPW) performed an inspection of the property in question to look for possible problems/leaks, etc.? ☒ Yes ☐ No If yes, please indicate when, and describe results of the inspection:

Inspected on 7/27/22
Meter was replaced.

Please use the following page [attach additional pages if needed] to explain in as much detail as possible any information that you believe would assist administrators attempting to determine whether an administrative adjustment is warranted in this instance. Also, please note that due to the fact that administrative adjustment requests are investigated by the administration and the DPW, responses to requests typically take about 14-21 business days, depending upon the complexity of the issues raised in the request. However, all bills disputed via a request for administrative adjustment are held in abeyance, meaning that they are not due and owing during this period of administrative review, nor are penalties or interest accumulated during this time.

Once a determination regarding a request for administrative adjustment is made, the requestor will be notified in writing as to the final decision, at which time the amount determined to be due and owing will be due at that time.

My wife met the DPW worker on 7/27/22. He replaced the meter and checked toilets for leaks. No leaks in the tanks at the time. I remembered that the bathroom downstairs in the basement was running when I cleaned it the beginning of July but didn't think anything of it. I had assumed someone had just used it. The bathroom is in the basement though and isn't used unless there is company. I plan to have a plumber replace the inner parts of the tank as of 7/28/22. The water valve will be shut off as well. My mother is a widow and this bill would be a hardship for her. Thank you for your consideration.

NOTE—Only ONE (1) water and/or sewer bill adjustment per water customer for the life of the water customer. This rule applies to landlords who own multiple properties as well as individual homeowners. Landlords (as well as individual homeowners) are advised to do regular inspections of their property and perform maintenance as needed to avoid unnecessary plumbing leaks, etc. Water customers are also advised to regularly inspect toilets, sinks, etc. for leaks, as proper maintenance of all internal plumbing and fixtures is the responsibility of the property owner NOT the City of West Branch.

David Hansen

Signature of individual requesting administrative adjustment

7-27-22

Date

If this form was mailed or faxed to you it must be returned to the City of West Branch, 121 N. Fourth St., West Branch, MI 48661 or faxed to (989) 345-4390 or scanned and emailed to cityhall@westbranch.com within three (3) business days of receipt in order to maintain status of any verbal indication that a bill would be held in abeyance during an administrative review period.

Failure to return this form with the required information within three (3) business days will cause your water/sewer bill to become immediately due and owing at the originally billed amount.

For office use only.

Decision

Signed

Date

Avram
252 Windemere Pl

	READ	GALLONS	BILL
July 2021	255	3,000	\$72.83
August 2021	257	2,000	\$53.47
September 2021	260	3,000	\$72.83
October 2021	263	3,000	\$72.83
November 2021	267	4,000	\$92.19
December 2021	271	4,000	\$92.19
January 2022	273	2,000	\$53.47
February 2022	274	1,000	\$34.11
March 2022	276	2,000	\$53.47
April 2022	278	2,000	\$53.47
May 2022	279	1,000	34.11
June 2022	326	47,000	967.59
July 2022	328	2,000	53.47
Average		2,455	

A new cellular meter was installed on 7/27 so they can set up the alert program.

Average	3,000	\$72.83
Actual	47,000	967.59
Refund	44,000	\$894.76

Because the refund amount is greater than \$700 it must be approved by Council. They have not had a prior water adjustment approved

PUBLIC ACT 51, SECTION 18j, MCL 247.668j
Annual Certification of Employee-related
Conditions

CERTIFICATION YEAR 2022

CITY OR VILLAGE NAME City of West Branch

Beginning September 30, 2015, and annually each September 30 thereafter, certification must be made for compliance to Section 18j(1) of Public Act 51 of 1951, MCL 247.668j(1). A local road agency must certify that it has (a) developed an employee compensation plan for its employees as described OR (b) the local road agency must certify that medical benefits are offered to its employees or elected public officials in compliance with the publicly funded health insurance contribution act, 2011 PA 152, MCL 15.561 to 15.569, or, that it does not offer medical benefits to its employees or elected public officials.

☐ Compliance with (1)(a)
I certify compliance with MCL 247.668j(1)(a).
Our compensation plan for employees meets the minimum criteria of MCL 247.668j (a)(i - iv).

☐ Compliance with (1)(b)
I certify compliance with MCL 247.668J(1)(b), and as such, offer one of the following:

☐ I certify that medical benefits are offered to employees or elected public officials in compliance with the publically funded health insurance contribution act, 2011 PA 152; or

☒ I certify that the local road agency has exempted itself from the publically funded health insurance contribution act, 2011 PA 152; or

☐ I certify that medical benefits are not offered to employees or elected public officials.

☐ Non-compliance with (1)(a) or (1)(b)
I certify that we are not in compliance with MCL 247.668j(1).
I understand that failure to comply with certification of (a) or (b) of MCL 247.668j(1) may result in the withholding of all or part of the distributions made to this local road agency from the Michigan Transportation Fund.

This form must be signed by the Street Administrator and the Treasurer or Financial Director.

SIGNATURE		SIGNATURE	
PRINTED NAME John Dantzer		PRINTED NAME Michelle Frechette	
TITLE Street Administrator/City Manager	DATE 08/03/21	TITLE Treasurer	DATE 08/03/21

Due Each September 30

Return the completed form to:

Michigan Department of Transportation, Financial Operations Division, P.O. Box 30050, Lansing, MI 48909, OR
E-mail to: MDOT-Outreach@Michigan.gov OR

Fax to: (517) 335-1828



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
LANSING

GARY HEIDEL
ACTING EXECUTIVE DIRECTOR

Become a MIHAF Partner

The Michigan State Housing Development Authority (MSHDA) opened the Michigan Homeowner Assistance Fund (MIHAF) program on February 14, 2022.

Michigan was allocated \$242.8 million from the American Rescue Plan Act of 2021's (the ARP) Homeowner Assistance Fund (HAF) program which Governor Gretchen Whitmer designated MSHDA as the program's operating agency.

We can help homeowners with delinquent mortgage/housing payments, delinquent property taxes, delinquent condominium association fees or delinquent utility payments to help them avoid foreclosure, displacement, or utility shut-off once you sign up to participate in this much needed program.

If you are a mortgage lender or servicer, please return the fully executed and completed MIHAF Collaboration Agreement and Service Provider Contact and ACH Instructions documents to MSHDA-HO-HAF-Program@michigan.gov.

If you are a County Treasurer, condominium association, utility company, local municipality collecting water/sewer payments, land contract seller or land contract management company, mobile home consumer lender or park manager, or broadband internet provider, please return the fully executed and completed MIHAF Provider Participation Agreement and Service Provider Contact and ACH Instructions documents to MSHDA-HO-HAF-Program@michigan.gov.

You only need to sign up one time. Your name will be added to our Partner Provider Database.

We always disburse MIHAF funds directly to the MIHAF Program Partner to be applied to your client's delinquent account once the homeowner is determined eligible for the MIHAF program assistance.

If you need further information please contact us 517-335-6481 or email your questions to MSHDA-HO-HAF-Program@michigan.gov.

**Michigan Homeowner Assistance Fund
Michigan State Housing Development Authority
Provider Participation Agreement**

This Participation Agreement (Agreement) made this ____ day of _____, 20__ by and between the Michigan State Housing Development Authority (MSHDA) and _____ (Provider), the undersigned, and hereby confirm their mutual agreement on the following principles relating to the Michigan Homeowner Assistance Fund (MIHAF).

RECITALS:

WHEREAS, MSHDA has created a federally funded program under its Michigan Homeowner Assistance Fund (MIHAF) Program; and

WHEREAS the MIHAF program was established to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities, the Provider(s) as described herein, for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of qualified homeowners (“Homeowners”) experiencing financial hardship after January 21, 2020, through qualified expenses related to mortgages and housing, for the benefit of those Homeowners; and

WHEREAS, Provider is mortgage-loan servicer, mortgage holder, County Treasurer, land contract vendor, condominium association, or provider of public utilities, to whom one or more debts are owed that are eligible as Qualified Expenses under the MIHAF; and

WHEREAS, if a mortgage-loan servicer or mortgage-holder, Provider is a State, Federal, or national bank regulated by the Federal Reserve, a national bank or federally chartered bank regulated by the Office of the Comptroller of the Currency (OCC), a state bank regulated by the Federal Deposit Insurance Corporation (FDIC), a state or federal chartered credit union regulated by the National Credit Union Administration (NCUA), a state-chartered bank, credit union, or mortgage servicing organization regulated by the Michigan Department of Insurance and Financial Services (DIFS), or a governmental agency, that own the mortgage servicing rights of mortgage loans and services certain mortgage loans for borrowers who may be eligible to participate in the MIHAF program; or

WHEREAS, if a County Treasurer, Provider is the office of the duly designated receipt of real-property taxes for a county of the State of Michigan, with statutory powers of collection and foreclosure pursuant to the General Property Tax Act, Act 206 of 189; or

WHEREAS, if land-contract vendor, Provider is the vendor of an enforceable land contract governing real property located within the State of Michigan, and possessing legitimate powers of forfeiture and/or foreclosure pursuant to Michigan law; or

WHEREAS, if a condominium association, Provider is a legally recognized entity with authority to administer a condominium project located within the State of Michigan, and possessing a power of foreclosure pursuant to the Michigan Condominium Act, Act 59 of 1978; or

WHEREAS, if a provider of public utilities, Provider is an entity that provides electric, gas, home energy, water, internet service, or related goods and services to one or more residential properties within the State of Michigan, possessing a power to discontinue such services in the event of non-payment by the affected residents; and

WHEREAS, the above-defined Provider is able to document their authority to conduct business within the State of Michigan; where Provider is a company, Provider is able to provide a certified copy of Articles of Incorporation/Organization and certificate of Good Standing from the State of Michigan, or comparable verification of legitimate organization, upon request by MSHDA; where Provider is a County Treasurer, Provider is able to provide confirmation of same on County letterhead; where Provider is a land-contract vendor, Provider is able to provide confirmation that Provider is the person or entity eligible to receive payment under the terms of the land contract. If Provider is a non-Michigan business entity, Provider must upon request provide a certified copy of Articles of Incorporation/Organization filed in the State of Michigan, together with a Certificate of Authority to transact business in Michigan; and

WHEREAS Provider desires to participate in the MIHAF Program; and

WHEREAS Provider understands that participation in the MIHAF Program is voluntary and is distinct from Provider's participation in any other local, state, or federal foreclosure prevention, eviction prevention, or utility-access preservation programs; and

WHEREAS Provider and MSHDA desire to enter into this Agreement to set forth certain premises and mutual covenants:

NOW, WHEREFORE, MSHDA and Provider agree as follows:

1. **Application Process.** Homeowners will access the MIHAF Program through an online MIHAF application, or through a secure phone link, using systems established or designated by MSHDA. Provider understands that it will not be involved in determining eligibility for MIHAF Program, and that MSHDA shall make eligibility determinations according to its sole interpretation of MIHAF program guidelines.
2. **Selection/Qualification of Borrowers.** MSHDA shall be responsible for the selection/qualification of Homeowners to receive MIHAF Program funding. Provider may refer potentially eligible borrowers to MSHDA, and Provider is encouraged but not required to market the MIHAF Program. MSHDA shall make marketing materials available to Provider including web graphics and brochures in pdf format. Providers may refer Homeowners to MIHAF's website at www.michigan.gov/mihaf or MIHAF customer service at 844-756-4423 to apply or for MIHAF Program information.
3. **Point of Contact.** MSHDA shall provide a list of key contacts to Provider. Provider agrees to provide a primary and secondary point of contact, and electronic funds transfer information to MSHDA to facilitate communication and transfer of program funds (**Exhibit A**) and shall provide accessible contacts to MIHAF Program eligible Homeowners to address Provider's participation in the MIHAF Program and the administration of MIHAF payments as to Homeowner's accounts with Provider.

4. **ACH Payments.** Provider shall promptly provide ACH transmission information to MSHDA, as described in **Exhibit A**. Provider agrees that all MIHAF payments will be made via ACH.

5. **Information Sharing/Written Authorization.** MSHDA shall be responsible for procuring written authorization from each Homeowner to share information with Provider. A copy of the signed authorization will be provided to Provider through secured e-mail or web portal. Provider agrees to communicate information about the resolution of the assisted Homeowner's deficiency or default including suspension or termination of foreclosure or forfeiture proceedings, or other resolution options, to MSHDA. MSHDA and Provider agree to use a defined automated and secure process to submit borrowers to Provider for workout consideration.

6. **Transmission of Non-Public Personal Information.** All communication that includes a Homeowner's **Nonpublic Personal Information** (as defined below) between MSHDA and Provider shall be sent through encrypted e-mail, secure loan portal or other similar secure electronic delivery system. MSHDA and Provider agree that they will maintain or implement appropriate measures designed to (a) ensure the security and confidentiality of any Nonpublic Personal information it received from the other party, (b) protect against any anticipated threats or hazards to the security or integrity of such information, (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the subject of such information, (d) ensure the proper disposal of all Nonpublic Personal Information received from the other party upon the termination of the Agreement for any reason, unless the information is required to be retained for legal or regulatory record retention purposes, (e) treat the Nonpublic Personal Information with at least the same degree of care that it uses to protect its own confidential and proprietary information of a similar nature but with no less than a reasonable degree of care, and (f) implement or utilize appropriate technological safeguards that are at least in compliance with the Gramm-Leach Bliley Act and generally recognized industry standards.

"Nonpublic Personal Information" means any information received from or provided by the other party which pertains to or identifies an individual, such as name, postal address, e-mail or IP address, facsimile or phone number, mother's maiden name, social security or identification number, transactional, employment, financial data, medical or health records, personal, gender, political profile, account, and password information.

7. **Homeowner Assistance.** Once a Homeowner is accepted to the MIHAF Program, Provider shall not initiate foreclosure, forfeiture, nor collections, and if the Homeowner is already in the foreclosure, forfeiture, or collections process, shall not continue such process during the term of assistance. In the case of utility assistance, utility service shall be restored. Where a Homeowner's obligations to Provider exceed the maximum assistance that the MIHAF Program will pay on Homeowner's behalf, the MIHAF Program may still pay such benefits for the benefit of the Homeowner, but any agreement addressing the remaining deficiency will be strictly between Provider and Homeowner; neither MSHDA nor the MIHAF Program shall have any further obligation as to such a deficiency, nor shall MSHDA participate in the resolution of, nor be a party to, any agreement resolving such a deficiency. Providers are encouraged but not required to consider mechanisms for addressing such a deficiency that will delay the risk of additional default, such as amortizing the deficiency into future payments due from Homeowner.

MSHDA and Provider agree that all MIHAF Program Homeowner assistance options will be conducted in accordance with the MIHAF program descriptions and requirements detailed in the respective program term sheet(s), which are attached as **Exhibit B** and incorporated herein. Although Homeowner may be eligible for more than one type of relief under the MIHAF Program, Homeowner may only receive such relief one time, and once per home address: there shall be no duplication of relief within the MIHAF program, or between the MIHAF program and any other federal assistance programs. Provider recognizes that the MIHAF program is a federal program administered by the U.S. Treasury, may be subject to program guideline changes issued after the date of this agreement, and agrees to abide by the terms of subsequent or superseding federal guidance.

Provider agrees the program guidelines may be amended by MSHDA from time to time. Provider has reviewed the program term sheet and agrees to comply with all Program guidelines as outlined by MSHDA. MSHDA will notify the primary contact provided by Provider of any program amendments and/or changes. Provider is responsible to obtain any required investor and mortgage insurer approval.

8. MIHAF Program Approval. Upon notification by MSHDA that a Homeowner has been conditionally approved for MIHAF, Provider agrees to promptly accept or deny each Homeowner's participation in the MIHAF Program. Provider agrees that denial shall be only for good cause such as pending litigation, potential fraud, bankruptcy restrictions, and foreclosure status or if denied by investor or mortgage insurer for good cause.

9. MIHAF Program. Provider agrees to provide timely communication of Homeowner's deficiency status to the MSHDA, including sufficient information to identify that the correct deficiency matched to the correct Homeowner, and the amount owed. Provider agrees to apply MIHAF funds towards principal, interest, taxes, and insurance (collectively PITI). MSHDA agrees Provider may apply such funds towards attorney's fees, late charges and NSF fees, property inspection fees, escrow shortage and/or delinquent property taxes, one year of standard homeowner's insurance if forced place insurance has been invoked, and other fees and expenses if they are deemed an advance on Program funds towards delinquent property taxes.

10. Timing. Provider acknowledges that it is responsible for timely application of MIHAF Program funds. Provider shall hold the Homeowner harmless if payments are not applied timely. Provider agrees that it will timely provide MSHDA with written reports documenting application of MIHAF Program funds or alternatively to provide MSHDA an exception report for any funds that could not be applied. All remaining delinquencies identified after MIHAF funding must be resolved between Homeowner and Provider. The period of performance for MIHAF Program awards begins on the date hereof and ends on September 30, 2026, unless otherwise extended by U.S. Treasury. Provider shall not be eligible to receive MIHAF Program funds after such period of performance ends.

11. Repayment of Funds. Where the Homeowner has an ongoing obligation to the Provider that will continue after application of program funds to the deficiency, such as with an ongoing mortgage loan, MSHDA agrees that Provider will not be required to repay amounts applied to a borrower's loan if that borrower is later determined to be ineligible. If the Provider is eligible to

retain excess funds and overages, those may be retained by Provider and applied for the benefit of the Homeowner's ongoing obligation. Provider may be required by MSHDA to demonstrate how retained excess funds will be applied for the benefit of the homeowner, in such format as MSHDA shall require. If Provider is not eligible to retain and apply excess assistance due to the lack of an ongoing obligation or shall otherwise fail to apply Grant funds to the Homeowner's housing delinquencies, such unapplied funds are the property of MSHDA and shall be promptly returned to Grantor within thirty (30) days of determination of excess funding, but in any event shall not be paid directly to the Homeowner.

12. **Homeowner Actions/Fraud.** Provider agrees to promptly notify MSHDA in writing of any ongoing legal action against a Homeowner, including fraud-related activities.

13. **Cessation of Mortgage Payments.** MSHDA agrees it will promptly provide notice before it ceases payment of MIHAF Program funds to allow Provider time to evaluate the Homeowner for other loss mitigation options.

14. **MIHAF Program Eligibility.** Provider agrees that it is not authorized or empowered to determine and/or communicate to the Homeowner eligibility for MIHAF Program funds. MSHDA agrees that it is not authorized or empowered to determine and/or communicate to the Homeowner eligibility for foreclosure, forfeiture, or shut-off prevention programs of Provider. MSHDA retains sole authority for its MIHAF Program eligibility determination and communication to the Homeowner and Provider. Provider will communicate with Homeowner and MSHDA regarding modification and other Provider-driven approvals.

15. **Provider Legal Compliance Obligations.** Provider recognizes and accepts that the MIHAF Program is a federally funded grant program and acknowledges that failure to abide by MIHAF Program terms may result in recapture of grant funds or other sanctions.

Provider will comply with local, state, and federal laws pertaining to discrimination, including, but not limited to: the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) and implementing regulations; Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments Act of 1988) and implementing regulations; the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations; Title II of the Americans with Disabilities Act (42 U.S.C. 12101, et seq); the Elliott-Larsen Civil Rights Act; and the Michigan Persons With Disabilities Civil Rights Act.

16. **Termination.** Participation in the MIHAF Program is voluntary, and either Provider or Homeowner may terminate their respective participation agreement without cause, with 30 days written notice, unless or until MIHAF Program funds have been paid to Provider by MSHDA and accepted by Provider for the benefit of the Homeowner. Either party may terminate immediately upon material breach from the other party; in event of such termination, Provider shall accept and apply payments as agreed on behalf of a Homeowner already approved prior to the immediate termination, or shall return applicable assistance funds to MSHDA, at Provider's discretion.

Accepted and agreed to by:

Provider: _____

By: _____

Print: _____

Its: _____

Date: _____

Address: _____

Michigan State Housing Development Authority

By: _____

Its: _____

Date: _____

EXHIBIT A
Provider Contact and ACH Instructions

EXHIBIT B
MIHAF Program Term Sheet

**ORDINANCE NO. 22-05
CITY OF WEST BRANCH**

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION, CONSTRUCTION, INSTALLATION, FURNISHING AND EQUIPPING OF ADDITIONS AND IMPROVEMENTS TO THE WATER SUPPLY SYSTEM OF THE CITY; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COST THEREOF; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF SYSTEM REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; TO ESTABLISH SEPARATE SERIES OF BONDS OF SENIOR AND SUBORDINATE STATUS WITH RESPECT TO THE NET REVENUES OF THE SYSTEM; TO PRESCRIBE THE FORM OF THE BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF WEST BRANCH ORDAINS:

Section 1. Definitions. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

- (a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) "Adjusted Net Revenues" means for any operating year the excess of revenues over expenses for the System determined in accordance with generally accepted accounting principles, to which shall be added depreciation, amortization, interest expense on Bonds and payments to the City in lieu of taxes, to which may be made the following adjustments.
 - (i) Revenues may be augmented by the amount of any rate increases adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.
 - (ii) Revenues may be augmented by amounts which may be derived from rates and charges to be paid by new customers of the System.
- (c) "Authority" means the Michigan Finance Authority or its successor.
- (d) "Authorized Officers" means the Mayor, the Treasurer, the City Clerk and the City Manager of the City.
- (e) "Bonds" or "Senior Lien Bonds" means any bonds or series of bonds so designated and payable from Net Revenues, which are secured by a statutory first lien on

the Net Revenues established by this Ordinance and which are senior and superior in all respects with respect to the Net Revenues to any Junior Lien Bonds secured by the statutory second lien established by this Ordinance, together with any additional Bonds of equal standing thereafter issued.

(f) “City” or “Issuer” means the City of West Branch, County of Ogemaw, State of Michigan.

(g) “EGLE” means the means the Michigan Department of Environment, Great Lakes, and Energy, or its successor.

(h) “Engineers” means Fleis & VandenBrink, Grand Rapids, Michigan.

(i) “Junior Lien Bonds” means Series 2022 Bonds and any additional bonds of equal standing with the Series 2022 Bonds which are secured by a statutory second lien on the Net Revenues and are junior and subordinate to the Senior Lien Bonds.

(j) “Project” means the acquisition, construction, furnishing and equipping of improvements to the water supply system of the City, including the removal, replacement and installation of water mains and lead service lines in the City, construction of a water treatment plant, and drilling of new water wells, together with all necessary interests in land, rights-of way, appurtenances and attachments thereto.

(k) “Purchase Contract” means the Purchase Contract to be entered into between the Authority and the City relating to the purchase by the Authority of each series of the Series 2022 Bonds.

(l) “Revenues” and “Net Revenues” shall mean the revenues and net revenues of the City derived from the operation of the System and shall be construed as defined in Section 3 of Act 94, including with respect to “Revenues,” the earnings derived from the investment of moneys in the various funds and accounts established by this Ordinance.

(m) “Series 2022 Bonds” means the Series 2022A Bonds and the Series 2022B Bonds of the City in the aggregate principal amount of not to exceed \$6,230,000 authorized by this Ordinance.

(n) “Series 2022A Bonds” means the Water Supply System Junior Lien Revenue Bond, Series 2022A, of the City in the principal amount of not to exceed \$2,800,000 authorized by this Ordinance.

(o) “Series 2022B Bonds” means the Water Supply System Junior Lien Revenue Bond, Series 2022B, of the City in the principal amount of not to exceed \$3,430,000 authorized by this Ordinance.

(p) “Sufficient Government Obligations” means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the issuer, the principal and interest payments upon which without reinvestment of the interest, come due

at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds or Junior Lien Bonds and the principal and redemption premium, if any, on the Bonds or Junior Lien Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds or Junior Lien Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.

(q) “Supplemental Agreement” means the supplemental agreement among the City, the Authority and the EGLE relating to each series of the Series 2022 Bonds.

(r) “System” means the water supply system of the City, including the Project and all additions, extensions and improvements hereafter acquired.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be a necessary public purpose of the City to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved. The Project qualifies for the Drinking Water State Revolving Fund financing program being administered by the EGLE and the Authority, whereby bonds of the City are sold to the Authority and bear interest at a fixed rate of not to exceed two and one-eighth percent (2.125%) per annum.

Section 3. Costs; Useful Life. The cost of that portion of the Project being financed with the Series 2022A Bonds is estimated to be Two Million Eight Hundred Thousand Dollars (\$2,800,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed. The cost of that portion of the Project being financed with the Series 2022B Bonds is estimated to be Three Million Four Hundred Thirty Thousand Dollars (\$3,430,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Project is estimated to be not less than forty (40) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2022 Bonds, the City shall borrow the sum of not to exceed Six Million Two Hundred Thirty Thousand Dollars (\$6,230,000), and issue the Series 2022 Bonds therefor pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from various grants and City funds on hand and legally available for such use.

Section 5. Issuance of Series 2022 Bonds; Details. The Series 2022 Bonds of the Issuer, to be designated **WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2022A** and **WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2022B**, are authorized to be issued in the aggregate principal sum of not to exceed Six Million Two Hundred Thirty Thousand Dollars (\$6,230,000), as finally determined by order of the EGLE for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2022 Bonds. The Series 2022A Bonds are authorized to be issued in the aggregate principal sum of not to exceed Two Million Eight Hundred Thousand Dollars (\$2,800,000). The Series 2022B Bonds are authorized to be issued in the aggregate principal sum

of not to exceed Three Million Four Hundred Thirty Thousand Dollars (\$3,430,000). The Series 2022 Bonds shall be payable out of the Net Revenues, as set forth more fully in Section 8 hereof, provided that said Series 2022 Bonds shall be junior and subordinate to the prior lien with respect to the Net Revenues of any Senior Lien Bonds hereafter issued.

The Series 2022A Bonds and Series 2022B Bonds shall each be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined by the order of the EGLE at the time of sale of the Series 2022 Bonds and approved by the Authority and an Authorized Officer. Principal installments of the Series 2022 Bonds shall be payable on April 1 of the years 2024 through 2053, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2022 Bonds shall be payable on April 1 and October 1 of each year, commencing April 1, 2023 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2022 Bonds and the payment dates and amounts of principal installments of the Series 2022 Bonds shall be evidenced by execution of the Purchase Contract and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than April 1, 2023 and the final principal installment shall be due no later than April 1, 2062 and that the total principal amount shall not exceed \$6,230,000.

The Series 2022 Bonds shall bear interest at a rate of not to exceed two and one-eighth percent (2.125%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law, and any Authorized Officers as shall be appropriate shall deliver the Series 2022 Bonds in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2022 Bonds is expected to be drawn down by the City periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the City.

The Series 2022 Bonds shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Series 2022 Bonds shall be payable as provided in the Series 2022 Bonds form in this Ordinance.

The Series 2022 Bonds shall be subject to optional redemption by the City with the prior written approval of the Authority and on such terms as may be required by the Authority.

The Treasurer shall record on the registration books payment by the City of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the Treasurer.

Upon payment by the City of all outstanding principal of and interest on the Series 2022 Bonds, the Authority shall deliver the Series 2022 Bonds to the City for cancellation.

Section 6. Execution of Series 2022 Bonds. The Series 2022 Bonds shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the City or facsimile thereof impressed

thereon. The Series 2022 Bonds bearing the manual or facsimile signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Bond or Junior Lien Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond or Junior Lien Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Junior Lien Bond shall be surrendered for transfer, the City shall execute and the transfer agent shall authenticate and deliver a new Bond or Junior Lien Bond, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The City shall not be required (i) to issue, register the transfer of or exchange any Bond or Junior Lien Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Series 2022 Bonds contained in Section 18 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond or Junior Lien Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds or Junior Lien Bonds being redeemed in part. The City shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds or Junior Lien Bond, which shall at all times be open to inspection by the City; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe transfer or cause to be transferred on said books Bonds or Junior Lien Bond as hereinbefore provided.

If any Bond or Junior Lien Bond shall become mutilated, the City, at the expense of the holder of the Bond, shall execute, and the transfer agent shall authenticate and deliver, a new Bond or Junior Lien Bond of like tenor in exchange and substitution for the mutilated Bond or Junior Lien Bond, upon surrender to the transfer agent of the mutilated Bond or Junior Lien Bond. If any Bond or Junior Lien Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), being sections 129.131 to 129.135, inclusive, of the Michigan Compiled Laws have been met, the City, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new Bond or Junior Lien Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond or Junior Lien Bond so lost, destroyed or stolen. If any such Bond or Junior Lien Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond or Junior Lien Bond the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Series 2022 Bonds; Security; Priority of Lien. Any Bonds hereafter issued and the interest thereon shall be payable primarily from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a first lien to continue until payment in full of the principal of and interest on all Bonds

payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Bonds of a series then outstanding, principal and interest on such Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any.

Any Junior Lien Bonds issued hereunder, including the Series 2022 Bonds, and the interest thereon shall be payable primarily from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a second lien, subject only to the statutory first lien established with respect to the Senior Lien Bonds, to continue until payment in full of the principal of and interest on all Junior Lien Bonds payable from the Net Revenues, or, until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Junior Lien Bonds of a series then outstanding, principal and interest on such Junior Lien Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. The statutory lien on the Net Revenues created with respect to the Junior Lien Bonds (including the Series 2022 Bonds) shall at all times be and remain subordinate and inferior to the pledge of Net Revenues and the statutory first lien thereon authorized to be granted to secure any Senior Lien Bonds hereafter issued.

Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentences, the statutory lien shall be terminated with respect to that series of Bonds or Junior Lien Bonds, the holders of that series shall have no further rights under this Ordinance except for payment from the deposited funds, and the Bonds or Junior Lien Bonds of that series shall no longer be considered to be outstanding under this Ordinance.

To the extent necessary to meet the requirements of the Drinking Water State Revolving Fund Program, as additional security for repayment of any series of the Series 2022 Bonds, the City hereby pledges the taxes collected by the State of Michigan and returned to the Issuer pursuant to Act 140, Public Acts of Michigan, 1971, as amended, to the Authority as purchaser and holder of such series of the Series 2022 Bonds, and the City hereby authorizes the Authorized Officers to approve, execute and deliver a Revenue Sharing Pledge Agreement between the City and the Authority, authorizing the State Treasurer to transmit the revenue sharing moneys assigned and pledged therein directly to the Authority or its designee if payments on such series of the Series 2022 Bonds are not made in accordance with this Ordinance. The City shall be reimbursed for any such advance from the Net Revenues of the System subsequently received which are not otherwise pledged or encumbered by this Ordinance.

Section 9. Bondholders' Rights; Receiver. The holder or holders of the Bonds or Junior Lien Bonds representing in the aggregate not less than twenty percent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the City, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest on the Bonds or the Junior Lien Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer

and operate the System on behalf of the City and under the direction of the court, and by and with the approval of the court to perform all of the duties of the officers of the City more particularly set forth herein and in Act 94.

The holder or holders of the Bonds and the Junior Lien Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Bonds and the Junior Lien Bonds and the security therefor.

Section 10. Management; Fiscal Year. The operation, repair and management of the System and the acquisition and construction of the Project shall be under the supervision and control of the City Council. The City Council, in accordance with the relevant provisions of the City Charter, may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System. The City Council may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The fiscal year of the System shall be the fiscal year of the City.

Section 11. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance.

Section 12. No Free Service or Use. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 13. Fixing and Revising Rates; Rate Covenant. The rates now in effect are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on the Bonds and the Junior Lien Bonds as the same become due and payable, and the maintenance of the reserve therefor and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance. In addition, it is agreed that the rates shall be set from time to time so that there shall be produced each fiscal year Net Revenues in an amount not less than 110% of the principal of and interest on all Bonds coming due in each fiscal year and not less than 100% of the principal of and interest on all Junior Lien Bonds coming due in each fiscal year. The rates shall be fixed and revised from time to time as may be necessary to produce these amounts, and it is hereby covenanted and agreed to fix and maintain rates for services furnished by the System at all times sufficient to provide for the foregoing.

Section 14. Funds and Accounts; Flow of Funds. Commencing on October 1, 2022, all funds belonging to the System shall be transferred as herein indicated and all Revenues of the System shall be set aside as collected and credited to a fund to be designated WATER SUPPLY SYSTEM RECEIVING FUND (the "Receiving Fund"). In addition, on October 1, 2022, all Revenues in any accounts of the System shall be transferred to the Receiving Fund and credited to the funds and accounts as provided in this section. The Revenues credited to the Receiving Fund are pledged for the purpose of the following funds and shall be transferred or debited from the

Receiving Fund periodically in the manner and at the times and in the order of priority hereinafter specified:

A. OPERATION AND MAINTENANCE ACCOUNT:

Out of the Revenues credited to the Receiving Fund there shall be first set aside in, or credited to, a fund designated OPERATION AND MAINTENANCE ACCOUNT (the "Operation and Maintenance Account"), monthly a sum sufficient to provide for the payment of the next month's expenses of administration and operation of the System and such current expenses for the maintenance thereof as may be necessary to preserve the same in good repair and working order.

A budget, showing in detail the estimated costs of administration, operation and maintenance of the System for the next ensuing operating year, shall be prepared by the City at least 30 days prior to the commencement of each ensuing operating year. No payments shall be made to the City from moneys credited to the Operation and Maintenance Account except for services directly rendered to the System by the City or its personnel.

B. BOND AND INTEREST REDEMPTION ACCOUNT:

There shall be established and maintained a separate depository fund designated BOND AND INTEREST REDEMPTION ACCOUNT (the "Redemption Account"), the moneys on deposit therein from time to time to be used solely for the purpose of paying the principal of, redemption premiums (if any) and interest on the Bonds. The moneys in the Redemption Account shall be kept on deposit with the bank or trust company where the principal of and interest on the Bonds, or any series thereof, are payable.

Out of the Revenues remaining in the Receiving Fund, after provision for the Operation and Maintenance Account, there shall be set aside in the Redemption Account each month, commencing with the date of issue of a series of Bonds, a sum proportionately sufficient to provide for the payment when due of the then current principal of and interest on the Bonds, less any amount in the Redemption Account representing accrued interest on the Bonds or investment income on amounts on deposit in the Redemption Account. Commencing with the date of issue of a series of Bonds, the amount set aside each month for interest on the Bonds shall be the fractional amount of the total amount of interest on the Bonds next coming due derived from the number of months from the date of issue of the Bonds to the first interest payment date. Commencing with the first interest payment date, the amount set aside each month for interest on the Bonds shall be 1/6 of the total amount of interest on the Bonds next coming due. The amount set aside each month for principal, commencing with the date of issue of a series of Bonds, shall be the fractional amount of the total amount of principal on the Bonds next coming due by maturity or sinking fund redemption derived from the number of months from the date of issue of the Bonds to the first principal payment date. The amount set aside each month for principal payment commencing with the first principal payment date shall be 1/12 of the amount of principal next coming due by maturity or sinking fund redemption. If there is any deficiency in the amount previously set aside, that deficiency shall be added to the next

succeeding monthly requirements. The amount to be set aside for the payment of principal and interest on any date shall not exceed the amount which, when added to the money on deposit in the Redemption Account, including investment income thereon, is necessary to pay principal and interest due on the Bonds on the next succeeding principal payment date.

C. JUNIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT:

There is hereby established and there shall be maintained a separate depository account designated JUNIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT (the "Junior Lien Redemption Account"). Except as otherwise provided herein, the moneys on deposit therein from time to time shall be used for the purpose of paying the principal or Redemption Price of and interest on any Junior Lien Bonds.

Out of the Revenues remaining in the Receiving Fund, after transfer, if required, for deposit into the Operation and Maintenance Account and the Redemption Account, there shall be set aside monthly in the Junior Lien Redemption Account a sum sufficient to provide for the next payment when due of the principal of and interest on the Junior Lien Bonds, less any amount in the Junior Lien Redemption Account representing accrued interest on the Junior Lien Bonds, and less the sum of any funds actually on deposit in the Junior Lien Redemption Account. The amount set aside and transferred to the Junior Lien Redemption Account each month for interest on the Junior Lien Bonds shall be $\frac{1}{6}$ of the total amount of interest on the Junior Lien Bonds next coming due or such greater or lesser amount as is necessary to assure that the amount set aside in the Junior Lien Redemption Account as of the first of such month is not less than the product of (a) $\frac{1}{6}$ of the amount of interest next due on the Junior Lien Bonds times (b) the number of months elapsed since and including the last interest payment date. For the month immediately prior to each interest payment date the amount set aside and transferred to the Junior Lien Redemption Account to pay interest shall be reduced by amounts, including investment earnings, available in the Junior Lien Redemption Account which are available for such purpose. The amount set aside and transferred to the Junior Lien Redemption Account each month for principal commencing twelve months prior to the first maturity or mandatory sinking fund redemption date shall be $\frac{1}{12}$ of the amount of principal next coming due on the Junior Lien Bonds by maturity or as a mandatory redemption requirement or such greater or lesser amount as is necessary to assure that the amount set aside in the Junior Lien Redemption Account as of the first of such month is not less than the product of $\frac{1}{12}$ of the amount of principal next due on the Junior Lien Bonds times (b) the number of months elapsed since and including the last principal payment date. If there is any deficiency in the amount previously set aside, that deficiency shall be added to the next succeeding month's requirement.

No further payments need be made into the Junior Lien Redemption Account after enough of the principal installments of the Junior Lien Bonds have been retired so that the amount then held in the Junior Lien Redemption Account (including a bond reserve account, if any), is equal to the entire amount of principal and interest which will be payable at the time of maturity of all the principal installments of the Bond then remaining outstanding.

D. REPLACEMENT AND IMPROVEMENT FUND:

There shall next be established and maintained a fund, separate depository account, designated WATER SUPPLY SYSTEM REPLACEMENT ACCOUNT or such other designation determined by the Treasurer (the "Replacement Account"), the money credited thereto to be used solely for the purpose of making repairs and replacements to the System. Out of the Revenues and moneys of the System remaining in the Receiving Fund each month after provision has been made for the deposit of moneys in the Operation and Maintenance Account, the Redemption Account and the Junior Lien Redemption Account, there may be deposited in the Replacement Account such additional funds as the City may deem advisable. If at any time it shall be necessary to use moneys in the Replacement Account for the purpose for which the Replacement Account was established, the moneys so used shall be replaced from any moneys in the Receiving Fund which are not required by this Ordinance to be used for the Operation and Maintenance Account, the Redemption Account, or the Junior Lien Redemption Account.

E. GENERAL OBLIGATION DEBT ACCOUNT:

Out of the remaining Revenues in the Receiving Fund, there may be next set aside in or credited to monthly after meeting the requirements of the foregoing Account, to an account designated General Obligation Debt Account (the "G.O. Fund"), or from other available moneys such sums as shall be necessary to pay debt service on presently existing or future general obligation bond issues of the City or general obligations or contractual obligations of the City incurred or to be incurred for System purposes.

F. SURPLUS MONEYS:

Thereafter, any Revenues in the Receiving Fund after satisfying all the foregoing requirements of this Section may, at the discretion of the City, be used for any of the following purposes:

1. Transferred to the Replacement Account.
2. Transferred to the Redemption Account and used for the purchase of Bonds on the open market at not more than the fair market value thereof or used to redeem Bonds prior to maturity pursuant to this Ordinance.
3. Any other use permitted by law.

Section 15. Priority of Funds. In the event the moneys in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Account, the Redemption Account, or the Junior Lien Redemption Account, any moneys or securities in other funds of the System, except the proceeds of sale of the Bonds, shall be credited or transferred, first, to the Operation and Maintenance Account, and second to the Redemption Account.

Section 16. Investments. Moneys in the funds and accounts established herein and moneys derived from the proceeds of sale of the Bonds, may be invested by the City in United States of America obligations or in obligations the principal of and interest on which is fully guaranteed by

the United States of America and any investments now or hereafter permitted by Act 94 or other controlling law. Investment of moneys in the Redemption Account or the Junior Lien Redemption Account being accumulated for payment of the next maturing principal or interest payment of the Bonds or of the Junior Lien Bonds shall be limited to obligations bearing maturity dates prior to the date of the next maturing principal or interest payment on the Bonds or the Junior Lien Bonds. In the event investments are made, any securities representing the same shall be kept on deposit with the bank or trust company having on deposit the fund or funds or account from which the purchase was made. Profit realized or interest income earned on investment of funds in the Funds established hereunder shall be deposited in or credited to the Fund having realized the profit or earned the interest (unless otherwise expressly provided in this Ordinance or as determined by the City), such deposit or credit to occur periodically but not less often than at the end of each fiscal year.

Section 17. Bond Proceeds. From the proceeds of the sale of the Series 2022 Bonds there shall be immediately deposited in the Junior Lien Redemption Account an amount equal to the accrued interest and premium, if any, received on the delivery of the Series 2022 Bonds. The balance of the proceeds of the sale of the Series 2022 Bonds shall be deposited in a bank or banks, designated by the City, qualified to act as depository of the proceeds of sale under the provisions of Act 94, in an account designated 2022 WATER SUPPLY SYSTEM PROJECT CONSTRUCTION FUND (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project, including any engineering, legal and other expenses incident thereto and to the financing thereof.

Any unexpended balance of the proceeds of sale of the Series 2022 Bonds remaining after completion of the Project in the Construction Fund may, at the discretion of the City, be used for further improvements, enlargements and extension to the System, if, at the time of such expenditures, such use is approved by the Michigan Department of Treasury, if such permission is then required by law. Any remaining balance after such expenditure shall be paid to the Redemption Account and may be used for the purpose of purchasing the Series 2022 Bonds on the open market at not more than the fair market value thereof, but not more than the price at which the Series 2022 Bonds may next be called for redemption, or used for the purpose of paying principal of the Series 2022 Bonds upon maturity or calling the Series 2022 Bonds for redemption.

Section 18. Bond Form. The Series 2022 Bonds shall be in substantially the following form with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance and further subject to such modifications which may be required by the Michigan Attorney General and the Authority and approved by bond counsel:

**UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OGEMAW**

CITY OF WEST BRANCH

WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND, SERIES 2022[A][B]

REGISTERED OWNER: Michigan Finance Authority

PRINCIPAL AMOUNT: _____ Dollars (\$ _____)

DATE OF ORIGINAL ISSUE: September 20, 2022

The CITY OF WEST BRANCH, County of Ogemaw, State of Michigan (the "City"), for value received, hereby promises to pay, [solely][primarily] out of the hereinafter described Net Revenues of the City's Water Supply System (hereinafter defined), to the Michigan Finance Authority (the "Authority"), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes and Energy, in lawful money of the United States of America, unless prepaid or reduced prior thereto as hereinafter provided.

During the time funds are being drawn down by the City under this Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced (subject to any principal forgiveness as provided for in Schedule A), all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule A attached hereto and made a part hereof, as such Schedule may be adjusted if less than \$ _____ is disbursed to the City or if a portion of the Principal Amount is prepaid or reduced as provided below, with interest on said principal installments from the date each said installment is delivered to the holder hereof until paid at the rate of two and one-eighth percent (2.125%) per annum. Interest is first payable April 1, 2023 and semiannually thereafter and principal is payable on the first day of April commencing April 1, 2024 (as identified in the Purchase Contract) and annually thereafter.

Principal installments of this bond are subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by

maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the Water Supply System of the City, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory second lien thereon is hereby recognized and created which is equal in standing and priority of lien as to the City's Water Supply System Junior Lien Revenue Bond, Series 2022[A/B], and subject to the senior lien of any additional Bonds of the City hereafter issued by the City, as set forth in the Ordinance (hereinafter defined). The City has reserved the right to issue such additional Bonds which shall be superior and senior in all respects to the bonds of this issue as to the Net Revenues.

Purchasers of the bonds of this issue, by their acceptance of the bonds of this issue or a beneficial ownership interest therein, shall be deemed to have consented to the subordination of their interest in and lien upon the Net Revenues upon the issuance of Bonds subsequent to the delivery of the bonds of this issue.

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to Ordinance No. ____ (the "Ordinance") duly adopted by the City Council of the City, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying part of the cost of acquiring and constructing improvements to the System.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinance.

This bond is a self-liquidating bond, payable, both as to principal and interest, [solely][primarily] from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory second lien hereinbefore mentioned. [As additional security, the Issuer has pledged certain taxes collected by the State of Michigan and returned to the Issuer pursuant to a revenue sharing pledge agreement as further described in the Ordinance.]

The City has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of the bonds of this issue, any additional Bonds, and any additional Junior Lien Bonds, as and when the same shall become due and payable, and to maintain a bond redemption fund (including a bond reserve account, if any) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by said Ordinance.

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

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

IN WITNESS WHEREOF, the City of West Branch, County of Ogemaw, State of Michigan, by its City Council has caused this bond to be executed with the manual or facsimile signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed or imprinted hereon, all as of the Date of Original Issue.

CITY OF WEST BRANCH

By _____
Mayor

(Seal)

Countersigned:

By _____
City Clerk

SERIES 2022A

EGLE Project Number: 7572-01
EGLE Approved Amt: \$
Loan Amount Forgiven:
Loan Amount to be repaid:

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of the principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order"), approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, or (3) that any portion of the principal amount of assistance approved by the Order and disbursed to the City is forgiven pursuant to the Order, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
April 1, 2024	\$68,000	April 1, 2039	\$93,000
April 1, 2025	69,000	April 1, 2040	95,000
April 1, 2026	71,000	April 1, 2041	97,000
April 1, 2027	72,000	April 1, 2042	99,000
April 1, 2028	74,000	April 1, 2043	101,000
April 1, 2029	75,000	April 1, 2044	103,000
April 1, 2030	77,000	April 1, 2045	105,000
April 1, 2031	78,000	April 1, 2046	107,000
April 1, 2032	80,000	April 1, 2047	110,000
April 1, 2033	82,000	April 1, 2048	112,000
April 1, 2034	83,000	April 1, 2049	114,000
April 1, 2035	85,000	April 1, 2050	117,000
April 1, 2036	87,000	April 1, 2051	119,000
April 1, 2037	89,000	April 1, 2052	122,000
April 1, 2038	91,000	April 1, 2053	125,000

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City which has not been forgiven pursuant to the Order from the date such portion is disbursed, until paid, at the rate of 2.125% per annum, payable April 1, 2023, and semi-annually thereafter.

The City agrees that it will deposit with the Authority's Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

SERIES 2022B

EGLE Project Number: 7573-01
EGLE Approved Amt: \$
Loan Amount Forgiven:
Loan Amount to be repaid:

SCHEDULE A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of the principal of the bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes and Energy (the "Order"), approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Principal Amount</u>
April 1, 2024	\$83,000	April 1, 2039	\$114,000
April 1, 2025	85,000	April 1, 2040	116,000
April 1, 2026	86,000	April 1, 2041	119,000
April 1, 2027	88,000	April 1, 2042	121,000
April 1, 2028	90,000	April 1, 2043	124,000
April 1, 2029	92,000	April 1, 2044	126,000
April 1, 2030	94,000	April 1, 2045	129,000
April 1, 2031	96,000	April 1, 2046	132,000
April 1, 2032	98,000	April 1, 2047	135,000
April 1, 2033	100,000	April 1, 2048	137,000
April 1, 2034	102,000	April 1, 2049	140,000
April 1, 2035	105,000	April 1, 2050	143,000
April 1, 2036	107,000	April 1, 2051	146,000
April 1, 2037	109,000	April 1, 2052	149,000
April 1, 2038	111,000	April 1, 2053	153,000

Interest on the bond shall accrue on that portion of principal disbursed by the Authority to the City from the date such portion is disbursed, until paid, at the rate of 2.125% per annum, payable April 1, 2023, and semi-annually thereafter.

The City agrees that it will deposit with the Authority's Depository, or such other place as shall be designated in writing to the City by the Authority payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

Section 19. General Covenants. The City covenants and agrees with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid as to either principal or interest:

(a) The City will maintain the System in good repair and working order and will operate the same efficiently and will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Michigan and this Ordinance.

(b) The City will keep proper books of record and account separate from all other records and accounts of the City, in which shall be made full and correct entries of all transactions relating to the System. The City shall have an annual audit of the books of record and account of the System for the preceding operating year made each year by an independent certified public accountant. The auditor shall comment on the manner in which the City is complying with the requirements of the Ordinance with respect to setting aside and investing moneys and meeting the requirements for acquiring and maintaining insurance. The audit shall be completed and so made available not later than six (6) months after the close of each operating year except as such period may be extended in conformance with the rules of the Michigan Department of Treasury.

(c) The City will maintain and carry, for the benefit of the holders of the Bonds, insurance on all physical properties of the System and liability insurance, of the kinds and in the amounts normally carried by municipalities engaged in the operation of water supply and Water Supply System, including self-insurance. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be used for the purpose of redeeming or purchasing Bonds.

(d) The City will not sell, lease or dispose of the System, or any substantial part, until all of the Bonds and Junior Lien Bonds have been paid in full, both as to principal and interest or provision made thereof as herein provided. The City will operate the System as economically as possible, will make all repairs and replacements necessary to keep the System in good repair and working order, and will not do or suffer to be done any act which would affect the System in such a way as to have a material adverse effect on the security for the Bonds and the Junior Lien Bonds.

(e) The City will not grant any franchise or other rights to any person, firm or corporation to operate a System that will compete with the System and the City will not operate a system that will compete with the System.

(f) The City will cause the Project to be acquired and constructed promptly and in accordance with the plans and specification therefor.

Section 20. Additional Bonds. Except as hereinafter provided, the City shall not issue additional Bonds of equal or prior standing with any initial series of Bonds issued hereunder.

The right is reserved in accordance with the provisions of Act 94, to issue additional Bonds or Junior Lien Bonds payable from the Revenues of the System which shall be of equal standing and priority of lien on the Net Revenues of the System with the Bonds or Junior Lien Bonds but only for the following purposes and under the following terms and conditions:

(a) To complete the Project in accordance with the plans and specifications therefor. Such bonds shall not be authorized unless the engineers in charge of construction shall execute a certificate evidencing the fact that additional funds are needed to complete the Project in accordance with the plans and specifications therefor and stating the amount that will be required to complete the Project. If such certificate shall be so executed and filed with the City, it shall be the duty of the City to provide for and issue additional revenue bonds in the amount stated in said certificate to be necessary to complete the Project in accordance with the plans and specifications plus an amount necessary to issue such bonds or to provide for part or all of such amount from other sources.

(b) For subsequent repairs, extensions, enlargements and improvements to the System or for the purpose of refunding part or all of the Bonds or Junior Lien Bonds then outstanding and paying costs of issuing such additional Bonds or Junior Lien Bonds. Bonds or Junior Lien Bonds for such purposes shall not be issued pursuant to this subparagraph (b) unless the Adjusted Net Revenues of the System for the preceding twelve-month operating year shall be equal to at least one hundred percent (100%) of the maximum amount of principal and interest thereafter maturing in any operating year on the then outstanding Bonds or Junior Lien Bonds and on the additional Bonds then being issued. If the additional Bonds or Junior Lien Bonds are to be issued in whole or in part for refunding outstanding Bonds or Junior Lien Bonds, the annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Bonds or Junior Lien Bonds to be refunded from the proceeds of the additional Bonds or Junior Lien Bonds. For purposes of this subparagraph (b) the City may elect to use as the last preceding operating year any operating year ending not more than sixteen months prior to the date of delivery of the additional Bonds or Junior Lien Bonds and as the next to the last preceding operating year, any operating year ending not more than twenty-eight months prior to the date of delivery of the additional Bonds or Junior Lien Bonds. Determination by the City as to existence of conditions permitting the issuance of additional Bonds or Junior Lien Bonds shall be conclusive. No additional Bonds or Junior Lien Bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in this subparagraph if the City shall then be in default in making its required payments to the Operation and Maintenance Account or the Redemption Account.

(c) For refunding a part or all of the Bonds or Junior Lien Bonds then outstanding and paying costs of issuing such additional Bonds or Junior Lien Bonds including deposits which may be required to be made to a bond reserve account (if any) for such Bonds or Junior Lien Bonds. No additional Bonds or Junior Lien Bonds shall be issued pursuant to this subsection unless the maximum amount of principal and interest maturing in any operating year after giving effect to the refunding shall be less than the maximum amount of principal and interest maturing in any operating year prior to giving effect to the refunding.

Section 21. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The City determines that it is in the best interest of the City to negotiate the sale of the Series 2022 Bonds to the Authority because the Drinking Water State Revolving Fund financing program provides significant interest savings to the City compared to competitive sale in the municipal bond market. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2022 Bonds with the Authority. The actions taken by the Authorized Officers with respect to the Series 2022 Bonds prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver in connection with each series of the Series 2022 Bonds, if applicable, the Purchase Contract, the Supplemental Agreement, the Issuer's Certificate, the Revenue Sharing Pledge Agreement and the Drinking Water Infrastructure Grant Agreement. Any Authorized Officers is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2022 Bonds for the Drinking Water State Revolving Fund. Prior to the delivery of the Series 2022 Bonds to the Authority, any Authorized Officer is hereby authorized to make such changes to the form of the Series 2022 Bonds contained in Section 18 of this Ordinance as may be necessary to conform to the requirements of Act 227, Public Acts of Michigan 1985, as amended ("Act 227"), including, but not limited to changes in the principal maturity and interest payment dates and references to additional security required by Act 227.

Section 22. Covenant Regarding Tax Exempt Status of the Series 2022 Bonds. To the extent any series of the Series 2022 Bonds is issued on a tax-exempt basis, the City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on such series of Series 2022 Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of such series of Series 2022 Bonds proceeds and moneys deemed to be Bond proceeds.

Section 23. Approval of Bond Counsel. The representation of the City by Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield"), as bond counsel is hereby approved, notwithstanding the representation by Miller Canfield of the Authority in connection with its financing programs and borrowings.

Section 24. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing is authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2022 Bonds issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2022 Bonds shall not exceed two and one-eighth percent (2.125%) per annum, and the Series 2022 Bonds shall mature in not more than forty (40) years from the date of issuance.

Section 25. Savings Clause. All ordinances, resolutions or orders, or part thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.

Section 26. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.

Section 27. Publication and Recordation. This Ordinance shall be published in full in the *Ogemaw County Herald*, a newspaper of general circulation in the City qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 28. Effective Date. Pursuant to the provisions of Section 6 of Act 94, this Ordinance shall be approved on the date of first reading and accordingly this Ordinance shall be effective upon its adoption and publication.

ADOPTED AND SIGNED THIS 15th day of August, 2022.

Signed _____
Mayor

Signed _____
City Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of West Branch, County of Ogemaw, Michigan, at a regular meeting held on August 15, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting: _____ and that the following Members were absent: _____.

I further certify that Member _____ moved for adoption of said Ordinance, and that said motion was supported by Member _____.

I further certify that the following Members voted for adoption of said Ordinance: _____ and that the following Members voted against adoption of said Ordinance: _____.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and the City Clerk.

Lori Ann Clover, City Clerk

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Annual Conference Delegate Process FAQs

Delegate Selection

Where do the rules about delegate eligibility and selection come from?

The rules about who can be an officer or employee delegate are found in the Municipal Employees' Retirement Act (MERA) of 1984, specifically MCL 38.1545. These rules are also found in Section 78 of the MERS Plan Document.

The act reads: "The governing body of each participating municipality shall certify the names of two delegates to the annual meeting. One delegate shall be a member who is an officer of the participating municipality, selected by the governing body of the participating municipality. The other delegate shall be a member who is not an officer of the participating municipality, elected by the member employees of the participating municipality. The election shall be by secret ballot and shall be conducted by an officer of the participating municipality. The election shall be conducted in a manner that affords each member employee an opportunity to vote."

Who can be designated as delegates to the MERS Annual Business Meeting?

Municipalities and courts that participate in the MERS Defined Benefit, Defined Contribution or Hybrid plans can each name two delegates. One of these two delegates must be a participant who is an officer of the municipality/court (Officer Delegate). The other of these two delegates must be a participant who is not an officer of the municipality or court, and who was elected by the participating employees of the municipality (Employee Delegate).

Are any employees excluded?

Yes. A retiree who is rehired in any capacity by the same participating municipality or court from which he or she retired is excluded from eligibility to serve as a delegate.

Who can be an Officer Delegate?

An Officer Delegate must hold a department head position or above, exercise management responsibilities, and report directly to the legislative and/or executive branch of government.

Who can be an Employee Delegate?

An Employee Delegate must **not** be responsible for management decisions, must receive direction from management, and must **not** report directly to the legislative and/or executive branch of government.

How are Officer Delegates selected?

The governing body/chief judge of each participating municipality/court selects an Officer Delegate.

How are Employee Delegates selected?

An officer of the participating municipality or court conducts a secret ballot vote of participant employees so that each participant employee (whether employee or management) has the opportunity to vote for an Employee Delegate.

What if the employer fails to hold this vote or breaks one of the rules listed above?

The participating municipality or court will not have valid delegates eligible to vote at the MERS Annual Business Meeting.

How does MERS learn who the delegates are?

The municipality or court “certifies” (identifies in writing) to MERS on the enclosed MERS Delegate Form who its two delegates are for the Annual Conference prior to the meeting. This form is uploaded at time of registration to the Annual Conference site.

How does MERS know who is who at the Annual Conference?

For an in-person conference, MERS pulls the attendee information from the Annual Conference registration site which houses the submitted delegate form and creates name tags that identify each attendee’s municipality or court and their attendance status (e.g., officer delegate/employee delegate/non-voting member/guest). For a MERS virtual conference, attendees register for online sessions via the virtual presentation tool and attendee reports are pulled from that site.

Can a municipality or court name alternates in case the delegate cannot attend?

A municipality or court is permitted to include an alternate for each delegate by certifying the alternate on the same MERS Delegate Form. The alternate Delegate may only serve if the primary Delegate cannot attend. The alternate employee delegate must be elected in the same way as described above. MERA (the law establishing MERS) does not require or provide for alternate delegates to be named; MERS permits this as a service to its customers.

Delegate Certification

Who from the municipality or court is able to certify the delegate form?

The form is certified by a member of the governing body or chief administrative officer (ex: Board Chair, Mayor, Council President, City Manager, Executive Director) or the chief judge of a participating court.

Does the municipality or court need Board or Council approval before certifying the delegate form?

Yes, the governing body must certify the selection of delegates on the MERS Delegate Form.



Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.MERS (6377) • Fax: 517.703.9707
www.mersofmich.com

2022 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | September 2022

Please print clearly • Scan and attach this file when you register online • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve during the 2022 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on _____, 2022.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Employee Alternate name

Employee delegate and alternate listed above were elected to serve during the 2022 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on _____, 2022.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*	Municipality number*	Email address	
Employer address	Employer city	Employer state	Employer zip code
Printed name	Title of authorized authority*		
Authorized signature*	Date		

* Required field

2
ways to
complete

1. You may complete it electronically (an electronic authorized signature is permissible), then save it and upload it when registering your delegate(s) – OR –
2. You may print it off and complete it, then scan and upload it to your computer for uploading when you register your delegate(s).

The first meeting in September falls on Labor Day and in past years Council has voted to reschedule the meeting because City Hall is closed due to it being recognized as a City holiday.

In 2016 – Meeting was moved to Tuesday

In 2017 – Meeting was moved to Tuesday

In 2018 – Meeting was moved to the following Monday and they had meetings two Mondays in a row.

In 2019 – Meeting was moved to Tuesday

In 2020- Meeting was moved to August 31, previous Monday

In 2021- Meeting was moved to Tuesday

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIA VIDEO CONFERENCE
IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, AUGUST 1, 2022.

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

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

Absent: Joanne Bennett and Ellen Pugh

Other officers present: City Manager John Dantzer, City Clerk Lori Ann Clover, Chief Kenneth Walters,
and County Commissioner Mark Surbrook.

All stood for the Pledge of Allegiance.

* * * * *

Commissioner Surbrook gave a County update. He noted at the board meeting they approved a
purchase for a hazardous material trailer and an AED unit for the fire department and they approved the
changing of the wording on the union contract to allow for extended hours during elections. He further
noted at the Board of Health meeting an RFP was put out to replace the roof on the West Branch Office
and garage and there was also an electrical fire in the West Branch Office so the furnace will need to be
replaced.

* * * * *

Discussion was held regarding the three bids received for the City's attorney services. The bids received
were Cohl, Stoker, and Toskey for \$90,000, Cooper and Riesterer for \$45,000, and Gordon, Rees, Scully,
and Mansukhani for \$12,000.

**MOTION BY SHOWALTER, SECOND BY ZIMMERMAN, TO ACCEPT THE BID FROM GORDON,
REES, SCULLY, AND MASUKHANI FOR \$12,000.**

Yes — Adair, Frechette, Jackson, Showalter, and Zimmerman

No – None

Absent – Bennett and Pugh

Motion carried

* * * * *

**MOTION BY FRECHETTE, SECOND BY SHOWALTER, TO EXCUSE MEMBERS BENNETT AND PUGH
FROM THE MEETING.**

Yes — Adair, Frechette, Jackson, Showalter, and Zimmerman

No – None

Absent – Bennett and Pugh

Motion carried

* * * * *

MOTION BY ZIMMERMAN, SECOND BY JACKSON, TO APPROVE THE PAYMENT OF BILLS IN THE AMOUNT OF \$65,666.40.

Yes — Adair, Frechette, Jackson, Showalter, and Zimmerman

No – None

Absent – Bennett and Pugh

Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY ADAIR, TO APPROVE RESOLUTION 22-19 EGLE BROWNFIELD GRANT.

RESOLUTION #22-19

WHEREAS, the City was awarded an EGLE Brownfield grant at 508 E. Houghton Ave; and

WHEREAS, one of the requirements of the grant requires the purchase of a banner noting EGLE grant funds were used for the project, and

WHEREAS, the cost of the banner is reimbursable as part of the grant, and

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

GL NUMBER

Fund 243 – BROWNFIELD AUTHORITY

		22-23	22-23
		Current budget	Amended budget
Revenues			
243-000.000-634.400	Grant	0.00	170.00
243-000.000-664.400	Interest Income	0.00	0.00
TOTAL REVENUES		0.00	170.00
Expenditures			
Dept 000.000			
243-000.000-956.700	EXPENSES	0.00	170.00
TOTAL EXPENDITURES		0.00	170.00
Fund 243 – BROWNFIELD AUTHORITY:			
TOTAL REVENUES		0.00	170.00
TOTAL EXPENDITURES		0.00	170.00
NET OF REVENUES & EXPENDITURES		0.00	0.00
FUND BALANCE		0.00	0.00

Yes — Adair, Frechette, Jackson, Showalter, and Zimmerman

No – None

Absent – Bennett and Pugh

Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY FRECHETTE, TO APPROVE THE MINUTES AND SUMMARY FROM THE MEETING HELD JULY 18, 2022.

Yes — Adair, Frechette, Jackson, Showalter, and Zimmerman

No – None

Absent – Bennett and Pugh

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY JACKSON, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; MINUTES FROM THE AIRPORT BOARD MEETING HELD JUNE 15, 2022 AND THE SPECIAL MEETING HELD JUNE 28, 2022; MINUTES FROM THE DDA MEETING AND SPECIAL INFORMATIONAL MEETING HELD JUNE 28, 2022; MINUTES FROM THE BOARD OF REVIEW HELD JULY 18, 2022; AND MINUTES FROM THE MEETING OF THE ELECTION BOARD FOR THE PUBLIC ACCURACY TEST HELD JULY 20, 2022.

Yes — Adair, Frechette, Jackson, Showalter, and Zimmerman

No – None

Absent – Bennett and Pugh

Motion carried

* * * * *

Mayor Frechette reminded council that the election was tomorrow. He also noted one of the airport hangars will be getting a new roof and they were working on some changes in the airport manager's contract. He further noted, EMS will be holding a blood drive on August 17, 2022 between 8:00 am and 12:00 pm with appointments being preferred but walk-ins welcome.

Member Showalter announced he was glad to be back. Council noted they were all glad to have him back as well.

Manager Dantzer announced the MML 2022 convention will be held October 19-20, 2022 and that if any members would like to attend, to please let City staff know and they will take care of registration and lodging. Council discussed holding a work session to observe a demonstration on the abilities of Kony, the Police K9. It was the consensus of Council to hold it following the conclusion of the regular scheduled meeting on August 15, 2022. He also reminded Council that if they haven't already submitted their blight list, to please send it this week. He also noted, Mr. Davenport is still working with his investors on the marihuana facilities to have an application turned in before his December deadline that was previously approved by Council. He also noted he was working on getting the seven acres previously purchased for industrial expansion officially added to the industrial park. He lastly noted, the veterans group made just a couple of minor changes on their lease contract for the old State Police post and will be finalizing the contract shortly.

Mayor Frechette adjourned the meeting at 6:18 pm.

Paul Frechette, Mayor

Lori Ann Clover, Clerk

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIA VIDEO CONFERENCE IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, AUGUST 1, 2022.

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

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

Absent: Council Members Bennet and Pugh

Other officers present: Manager Dantzer, Clerk Clover, Chief Walters, and Commissioner Surbrook.

All stood for the Pledge of Allegiance.

Commissioner Surbrook gave a County update.

Council awarded the attorney bid

Council excused Members Bennett and Pugh.

Council approved bills in the amount of \$65,666.40.

Council approved resolution 22-19, a budget amendment.

Council approved the minutes and summary of minutes from the last meeting held.

Minutes from the Airport Board meetings, DDA meetings, Board of Review meeting, Election Board meeting, as well as the Treasurer's report and Investment Summary were received and filed.

Mayor Frechette, Member Showalter, and Manager Dantzer gave reports.

Mayor Frechette adjourned the meeting at 6:18 pm.

Bank Code		Beginning Balance 08/01/2022	Total Debits	Total Credits	Ending Balance 08/31/2022
Fund	Description				
GEN1	GEN1 - GENERAL CHECKING				
101		747,664.42	154,908.79	74,337.62	828,235.59
150	CEMETERY PERPETUAL CARE	37,926.56	0.00	0.00	37,926.56
209	CEMETERY FUND	(4,375.55)	500.00	1,114.49	(4,990.04)
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	999.95	0.00	0.00	999.95
248	DDA OPERATING FUND	277,306.78	2,830.05	200.00	279,936.83
251	INDUSTRIAL PARK FUND	5,993.69	0.00	131.46	5,862.23
276	HOUSING RESOURCE FUND	179,910.37	563.77	0.00	180,474.14
318	SEWER DEBT FUND	48,652.59	3,986.39	0.38	52,638.60
319	WATER DEBT FUND	66,828.67	1,042.70	0.08	67,871.29
372	PLANT REPLACEMENT FUND (R&I)	0.90	0.00	0.00	0.90
390	SEWER FUND	306,806.59	5,219.72	23,548.17	288,478.14
391	WATER FUND	687,906.94	6,910.92	8,022.47	686,795.39
392	WATER REPLACEMENT FUND	522,654.54	0.00	0.00	522,654.54
393	SEWER COLLECTION	241,837.43	951.08	2,799.13	239,989.38
361	EQUIPMENT FUND	16,203.31	7,444.28	2,204.10	21,443.49
704	PAYROLL CLEARING	24,849.90	42,693.72	42,693.72	24,849.90
705	IRONS PARK ENTERTAINMENT FUND	9,862.97	1,263.60	1,000.00	10,126.57
707	YOUTH SAFETY PROGRAM	15.00	0.00	0.00	15.00
	GEN1 - GENERAL CHECKING	3,171,045.06	228,315.02	156,051.62	3,243,308.46
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	672,098.74	20,783.09	16,519.39	676,362.44
203	LOCAL STREET FUND	342,916.94	12,169.58	821.76	354,264.76
	MAJOR/ LOCAL STREETS	1,015,015.68	32,952.67	17,341.15	1,030,627.20
PAY	PAYROLL				
704	PAYROLL CLEARING	32,048.65	42,693.72	44,084.87	30,657.50
	PAYROLL	32,048.65	42,693.72	44,084.87	30,657.50
CHEM	SAVINGS				
101		459,716.43	0.00	0.00	459,716.43
150	CEMETERY PERPETUAL CARE	1,683.62	0.00	0.00	1,683.62
251	INDUSTRIAL PARK FUND	245.20	0.00	0.00	245.20
371	COLLECTION REPLACEMENT FUND	0.65	0.00	0.00	0.65
391	WATER FUND	26,423.46	0.00	0.00	26,423.46
392	WATER REPLACEMENT FUND	19,791.61	0.00	0.00	19,791.61
393	SEWER COLLECTION	3,184.45	0.00	0.00	3,184.45
361	EQUIPMENT FUND	103,543.76	0.00	0.00	103,543.76
	SAVINGS	614,589.18	0.00	0.00	614,589.18
TAX	TAXES				
701	TAX AGENCY	406,203.38	107,109.39	288,039.07	225,273.70
	TAXES	406,203.38	107,109.39	288,039.07	225,273.70
	TOTAL - ALL FUNDS	5,238,901.95	411,070.80	505,516.71	5,144,456.04

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
 FROM 08/01/2022 TO 08/31/2022
 FUND: ALL FUNDS
 INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 08/01/2022	Total Debits	Total Credits	Ending Balance 08/31/2022
Fund 101					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	150,306.70	0.00	0.00	150,306.70
		250,306.70	0.00	0.00	250,306.70
Fund 150 CEMETERY PERPETUAL CARE					
004.300	CERTIFICATE OF DEPOSIT C	112,499.74	0.00	0.00	112,499.74
004.400	CERTIFICATE OF DEPOSIT D	115,271.06	0.00	0.00	115,271.06
	CEMETERY PERPETUAL CARE	227,770.80	0.00	0.00	227,770.80
Fund 251 INDUSTRIAL PARK FUND					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	25,050.19	0.00	0.00	25,050.19
	INDUSTRIAL PARK FUND	125,050.19	0.00	0.00	125,050.19
Fund 661 EQUIPMENT FUND					
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,200.75	0.00	0.00	100,200.75
	EQUIPMENT FUND	250,200.75	0.00	0.00	250,200.75
	TOTAL - ALL FUNDS	853,328.44	0.00	0.00	853,328.44



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

8/5/2022

Honorable Mayor and Council,

This is the July month end report. For the month of July, the department handled 106 Law Enforcement complaints and 5 blight / ordinance complaints with follow up. The department further made 12 felony / high misdemeanor arrests. Six of the twelve arrests were for substance abuse / possession. One arrest was for 1st degree Home Invasion (Breaking and Entering an occupied dwelling while armed).

The department is further collaborating with STING on numerous narcotics investigations. We are currently working hand in hand developing information and conducting various forms of surveillance on eight properties within the city. I would expect to see several search warrants and arrests take place in August.

We should have our new radios in hand from Motorola in August, as all requirements have been met for programming. Upon receipt of the radios, we will be able to apply for reimbursement from the Department of Homeland Security for 100% of the cost.

Respectfully,

A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

Chief Kenneth W. Walters

Offense Count Report

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Report Criteria:

Start Offense	End Offense	Officer
01000	99009	ALL
JULY 2022	TOTAL 2022	TOTAL 2021
07/01/2022-07/31/2022	01/01/2022-07/31/2022	01/01/2021-12/31/2021
		TOTAL 2020
		01/01/2020-12/31/2020

Offense	Description	JULY 2022	TOTAL 2022	TOTAL 2021	TOTAL 2020
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	1	1	0
11002	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0	2
11007	SEXUAL CONTACT FORCIBLE CSC2	0	1	0	0
11008	SEXUAL CONTACT FORCIBLE CSC4	0	1	1	1
13001	NONAGGRAVATED ASSAULT	0	14	19	27
13002	AGGRAVATED/FELONIOUS ASSAULT	0	1	4	2
13003	INTIMIDATION/STALKING	1	1	2	3
20000	ARSON	0	0	0	1
22001	BURGLARY - FORCED ENTRY	1	1	1	1
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	1	2
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	1	0	2
23002	LARCENY - PURSE SNATCHING	0	0	2	0
23003	LARCENY - THEFT FROM BUILDING	0	1	2	7
23005	LARCENY - THEFT FROM MOTOR VEHICLE	1	2	9	3
23007	LARCENY - OTHER	3	7	8	11
24001	MOTOR VEHICLE THEFT	0	1	1	0
25000	FORGERY/COUNTERFEITING	1	2	1	0
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	0	1
26002	FRAUD - CREDIT CARD/ATM	0	0	1	1
26003	FRAUD - IMPERSONATION	0	0	1	0
26005	FRAUD - WIRE	0	0	1	0
26006	FRAUD - BAD CHECKS	0	1	1	0
26007	FRAUD - IDENTITY THEFT	1	3	0	0
27000	EMBEZZLEMENT	0	1	0	0
28000	STOLEN PROPERTY	0	1	0	0
29000	DAMAGE TO PROPERTY	0	7	15	15
30002	RETAIL FRAUD - THEFT	0	1	0	3
35001	VIOLATION OF CONTROLLED SUBSTANCE	3	8	4	2
36004	SEX OFFENSE - OTHER	0	0	3	0
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	2	0
38003	FAMILY - OTHER	0	0	1	0
41002	LIQUOR VIOLATIONS - OTHER	0	0	1	0
42000	DRUNKENNESS	0	0	1	0
48000	OBSTRUCTING POLICE	0	1	5	3
49000	ESCAPE/FLIGHT	0	1	0	0
50000	OBSTRUCTING JUSTICE	4	26	29	29
52001	WEAPONS OFFENSE - CONCEALED	0	0	0	1
52003	WEAPONS OFFENSE - OTHER	0	0	2	1
53001	DISORDERLY CONDUCT	0	0	1	4
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	0	0	0	6
54002	OUIL OR OUID	5	10	4	6
54003	DRIVING LAW VIOLATIONS	8	30	10	25
57001	TRESPASS	1	7	21	18
70000	JUVENILE RUNAWAY	0	2	0	4
70001	Incorrigible	0	1	0	1
70004	Juvenile Issues	0	0	3	0

Offense Count Report

Page: 2

Report Criteria:

Start Offense	End Offense	Officer	
01000	99009	ALL	
JULY 2022	TOTAL 2022	TOTAL 2021	TOTAL 2020
07/01/2022-07/31/2022	01/01/2022-07/31/2022	01/01/2021-12/31/2021	01/01/2020-12/31/2020

Offense	Description	JULY 2022	TOTAL 2022	TOTAL 2021	TOTAL 2020
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	1	4	15
75000	SOLICITATION	1	1	0	0
90001	Vehicle Lockouts	3	40	88	103
90002	Motorist Assists	1	6	15	13
90003	Assist E.M.S.	3	60	120	105
90005	City Ordinance Violations	0	6	29	41
90007	Parking Complaints	0	0	4	1
90008	ANIMAL COMPLAINTS	3	7	13	5
91001	Delinquent Minors	1	3	15	3
91002	Runaway	0	1	2	0
91003	K-9 Assists	1	11	7	0
91004	Abandoned Vehicle	0	0	2	3
92003	Walk Away (Ment. & Host.)	0	3	5	4
92004	Insanity	4	11	30	34
92005	MIP Civil	0	1	0	0
93001	PROPERTY DAMAGE ACCIDENT/PI	5	26	51	43
93002	Accident, Non-Traffic	0	10	32	18
93004	Parking Violations	0	1	1	1
93006	Traffic Policing	0	4	21	9
93007	Traffic Safety Public Relations	0	8	35	13
93008	Inspections/Investigations -Breathalyzer	0	0	1	4
94001	Valid Alarm Activations	0	0	3	3
94002	False Alarm Activations	4	43	63	51
95001	Accident, Fire	0	1	1	1
95003	Inspection, Fire	0	1	3	0
95004	Hazardous Condition	0	1	6	2
97001	Accident, Traffic	0	1	0	0
97003	Accident, Other Shooting	0	0	0	1
97006	Accident, All Other	0	0	2	2
98002	Inspections/Investigations -Motor Vehicles	0	0	0	1
98003	Inspections/Investigations -Property	0	1	7	8
98004	Inspections/Investigations -Other	0	11	7	5
98006	Civil Matters/Family Disputes	5	29	88	81
98007	Suspicious Situations/Subjects	11	56	178	191
98008	Lost/Found Property	4	8	13	10
98009	Inspections/Investigations -Drug Overdose	0	1	3	2
99001	Suicide	0	0	0	1
99002	Natural Death	0	4	5	6
99004	Natural Disaster	0	0	0	1
99007	PR Activities	2	7	4	22
99008	General Assistance	27	188	283	206
99009	General Non-Criminal	2	24	35	56
Totals:		106	710	1334	1247

CODE ENFORCEMENT 2022:					
<u>Address</u>	<u>Date</u>	<u>Offense</u>	<u>Action Taken / Comments</u>	<u>Officer</u>	
543 Progress Street	5/3/2022	Blight- Trash Complaint	Photos taken/ Voicemail left for construction foreman	JA	
	5/5/2022	Blight- Trash Complaint	Recheck/ Trash cleaned up/ closed	JA	
134 S 2nd Street	5/5/2022	Blight- Trash & Unregistered Trailer	Photos taken/ Notice sent	JA	
	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA	
	5/24/2022	Blight- Trash & Unregistered Trailer	No change on blight/ No answer at the door	JA	
	5/24/2022	Blight- Lawn Violation	Lawn not cut/ Contractor contacted to cut lawn	JA	
	5/24/2022	Blight- Lawn Violation	Contractor cut the lawn/ closed	JA	
	5/31/2022	Blight- Trash & Unregistered Trailer	No change on blight/ Citation issued #303439	JA	
	6/14/2022	Blight- Trash & Unregistered Trailer	No change on blight/ Updated photos/ Will cite when owner back in State	JA	
	6/14/2022	Blight- Lawn Violation	Lawn not cut/Photos taken/ Contractor contacted to cut lawn	JA	
	6/15/2022	Blight- Lawn Violation	Contractor cut the lawn/ closed	JA	
	7/22/2022	Blight- Trash & Unregistered Trailer	Trailer removed/ Other blight remains	JA	
	7/28/2022	Blight- Lawn Violation	Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn	JA	
	7/28/2022	Blight- Lawn Violation	Contractor cut the lawn/ closed	JA	
511 Victory Street	5/10/2022	Blight- Unregistered/ Junk Vehicles	Updated photos/ One vehicle removed/ Will recheck	JA	
	5/18/2022	Blight- Unregistered/ Junk Vehicles	Tx with owner- last vehicle to be removed in a week	JA	
	5/24/2022	Blight- Unregistered/ Junk Vehicles	Last junk vehicle removed/ closed	JA	
Vacant lot/ Fairview Road	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA	
Parcel number 052-304-007-00	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	JA	
376 State Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA	
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	JA	
372 State Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA	
	5/24/2020	Blight- Lawn Violation	Lawn cut/ closed	JA	
284 N Burgess Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA	
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	JA	
311 State Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Verbal notice given	JA	
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	JA	
315 State Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Verbal notice given	JA	
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	JA	
250 N 2nd Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA	
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	JA	
129 Lindsey Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA	
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	JA	
424 W Wright Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA	
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	JA	

450 Morrison Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	JA
403 S 6th Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Verbal notice given	JA
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	JA
340 Court Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Verbal notice given	JA
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	JA
152 Alto Court	5/18/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	5/24/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
243 N Burgess Street	5/18/2022	Blight- Trash Compliant	2 previous City citations unpaid- District Court warning letter sent via mail	JA
	5/24/2022	Blight- Trash Compliant	Changed noted/ Unreg. Camper removed/ will re-check	JA
	5/27/2022	Blight- Trash Compliant	Photos taken/ Notice sent	JA
	6/1/2022	Blight- Lawn Violation	No response to warning letter- 2 State citations issued #27320 & 27321	JA
	6/6/2022	Blight- Lawn Violation	Front yard cut, back not cut/ owner states will be done/ Recheck 6/3/2022	JA
	6/8/2022	Blight- Lawn Violation	No change on the back yard/ Photo taken/ Contractor contacted to cut	JA
141 Alto Court	5/24/2022	Blight- Lawn Violation	Contractor cut the lawn/ Lawn violation Closed	JA
	5/31/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	5/31/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
105 N Burgess Street	5/24/2022	Blight- Lawn Violation	Verbal notice given	JA
	5/31/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
210 N Burgess Street	5/24/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	5/31/2022	Blight- Lawn Violation	Lawn Cut/ Closed	JA
270 N Burgess Street	5/24/2022	Blight- Lawn Violation	Photos taken/ Verbal notice given	JA
	5/31/2022	Blight- Lawn Violation	Lawn Cut/ Closed	JA
279 N Burgess Street	5/24/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	6/6/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
201 N 8th Street	5/31/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	6/6/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
323 N 3rd Street	5/31/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	6/10/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
321 Sidney Street	5/31/2022	Blight- Lawn Violation	Photos taken/ Verbal notice given	JA
	6/6/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
317 S Burgess Street	5/31/2022	Blight- Lawn Violation	Photos taken/ Verbal notice given	JA
	6/6/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
S 1st Street vacant lot	5/31/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
Parcel ID No. # 052-126-003-00	6/10/2022	Blight- Lawn Violation	Lawn not cut/ Contractor contacted to cut	JA
	6/10/2022	Blight- Lawn Violation	Contractor cut the lawn/ Closed	JA
	7/28/2022	Blight- Lawn Violation	Lawn not cut/ Photos taken/ Contractor contacted to cut	JA

	7/29/2022	Blight- Lawn Violation	Contractor cut the lawn/ Closed	JA
122 N Valley Street	5/31/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	6/6/2022	Blight- Lawn Violation	Lawn not cut/ Photo taken/ Contractor contacted to cut lawn on 6/7/2022	JA
	6/7/2022	Blight- Lawn Violation	Contractor cut the lawn/ Closed	JA
164 N Valley Street	5/31/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	6/6/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
301 W Houghton Ave	6/1/2022	Blight- Lawn Violation	Photo taken/ Verbal Notice	JA
	6/6/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
214 Court Street	6/1/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	6/10/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
419 N 3rd Street	6/2/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	6/10/2022	Blight- Lawn Violation	Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022	JA
	6/14/2022	Blight- Lawn Violation	No change/ Photos taken/ Contractor contacted to cut the lawn	JA
	6/14/2022	Blight- Lawn Violation	Contractor cut the lawn/ Closed	JA
149 Page Street	6/2/2022	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	6/10/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
235 N 1st Street	6/14/2022	Blight- Brush Violation	Brush out early and in the roadway/ Notice Posted/ Will recheck	JA
	6/21/2022	Blight- Brush Violation	Brush removed from the roadway/ Closed	JA
301 S 4th Street	6/14/2022	Blight- Lawn Violation	Photos taken/ Verbal notice given	JA
	6/21/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
312 E Houghton Avenue	7/12/2022	Blight- Lawn Violation	Photos taken/ Notice Sent	JA
	7/22/2022	Blight- Lawn Violation	Lawn cut/ Closed	JA
798 Victory Street	7/13/2022	Blight- Lawn Violation	Photos taken/ Notice Sent	JA
	7/26/2022	Blight- Lawn Violation	Lawn cut/ Complaint of weeds on the side of the house/ Advised owner	JA
	7/29/2022	Blight- Lawn Violation	Weeds on the side of the house cut/ Closed	JA
Lieutenant Joseph Adams:		Date: 8-1-2022		
West Branch Police Department				

*Ogemaw County
Land Bank Authority
Meeting Minutes
07/13/2022*

Caren Piglowski called the meeting to order at 11:06 a.m. Present: Sue Delahanty, Liz Steinhurst, Caren Piglowski, Denise Simmons, Scott Bell, Alan Bruder, John Dantzer. All recited The Pledge of Allegiance to the American Flag.

Committee meeting minutes of 04/20/2022 were reviewed. Motion by Sue Delahanty support by Scott Bell to approve the minutes. Ayes all, motion approved.

Caren Piglowski presented the current financial activity report

Caren Piglowski presented information regarding the recently approved blight elimination program funding by the State of Michigan for land banks. The blight elimination program funds will be used for a competitive grant program to address vacant, abandoned, and deteriorated properties in the state with rural counties being eligible for a guaranteed minimum allocation of \$200,000.

Caren Piglowski will email each of the townships as well as Ryan Veeder requesting an inventory of blighted properties. This will begin the process to prepare for the blight elimination grant application.

Three structure demolition and disposal invitation to bid project #03-22 bids were received and opened. The first bid was from Swanson's Excavating Inc. in the amount of \$7500.00 including pumping and filling the septic tank. The second bid was from K&J Excavating LLC in the amount of \$8400.00 without pumping and filling the septic tank. The final bid was from Timber Mitt Inc. in the amount of \$5125.00 without pumping and filling the septic tank. The decision was to contact Timber Mitt Inc. and request the additional cost for pumping and filling the septic tank, verify proof of insurance and requesting the County Land Bank be listed as a second named insured and to verify the waste disposal site being used by the contractor. Caren to request timeline for starting and finishing the project from Timber Mitt Inc.

Motion by Scott Bell support by Liz Steinhurst to give Caren Piglowski the authority to award the bid project to Timber Mitt Inc. if conditions of insurance, landfill disposal, septic tank pump and fill are met, and Timber Mitt Inc. is still the lowest bid amount. Ayes all, motion approved. Caren to work with Administrator to create contract between the Ogemaw County Land Bank and the winning bidder and collect signatures.

Caren Piglowski to issue courtesy denial letters to the other project bidders. Caren Piglowski to contact local papers for press release as the project begins.

Review of the Land Bank Authority Priorities, Policies and Procedures document was discussed. Changes were suggested and agreed upon by the board members. Denise Simmons will update the document with the agreed upon changes and present the updated document at the next meeting for a final review.

Caren Piglowski presented samples of project yard signs to the board members. The project yard signs are part of the priorities, policies and procedures document. Motion by Sue Delahanty support by Alan Bruder for Caren Piglowski to order Land Bank project yard signs at a cost up to \$200.00 from Rich Heavlin using her discretion with the sample presented. Ayes all, motion approved.



MPPS Policy Brief

A survey of Michigan local government leaders on American Rescue Plan Act funding and uses

By Natalie Fitzpatrick, Debra Horner, and Thomas Ivacko

Top local spending priorities: capital improvements, infrastructure, and public safety

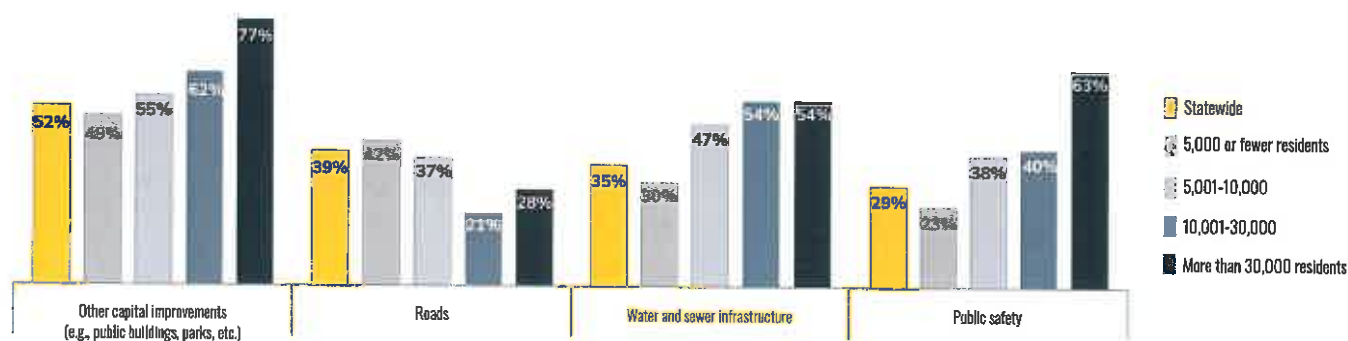
Out of 12 potential project types, capital improvements are the most common planned use of American Rescue Plan Act (ARPA) Local Fiscal Recovery Funds. Statewide, 52% of all Michigan local governments currently plan to spend ARPA money on facilities such as public buildings, public parks, etc. (see *Figure 1*). The next most common plans are for roads (39%), water and sewer infrastructure (35%), and public safety (29%).

There are differences in the order of priorities across jurisdictions of various sizes. For example, the second highest priority is road projects in the smallest jurisdictions (those with 5,000 or fewer residents), compared with water and sewer projects in mid-size jurisdictions (with 5,001–30,000 residents), and public safety spending in the largest jurisdictions (those with more than 30,000 residents).

Please see CLOSUP's website for a full list of the twelve project types on the [survey questionnaire](#); also, responses broken down by population size for the types not shown can be found in [downloadable summary tables](#).

Figure 1

Percent of jurisdictions planning various types of ARPA funded projects, by population size



Note: Respondents were asked to check all that apply, so categories may sum to more than 100%

Strategies: collaboration and community engagement

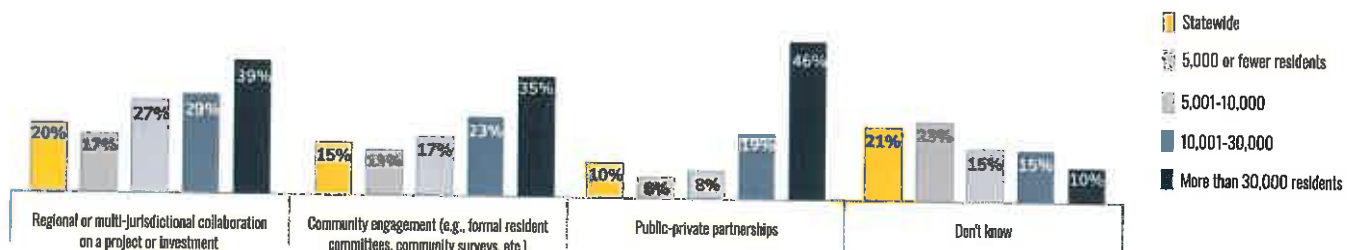
To plan or implement ARPA projects, 15% of Michigan jurisdictions overall report engaging their community members, for example through resident participation in formal committees or community surveys to gauge support for spending options (see *Figure 2*). This is significantly more common in the largest jurisdictions (35%) than the smallest (13%).

Meanwhile, 20% statewide plan to, or are, collaborating with other jurisdictions, and 10% report using public-private partnerships for ARPA funded projects. In the largest jurisdictions, 39% are using regional or multi-jurisdictional collaboration, and 46% are using public-private partnership approaches.

However, statewide, 41% indicate they are currently planning to engage in none of the five potential strategies asked about on the survey, and another 21% statewide report they don't know what strategies are being considered or used for ARPA spending. Uncertainty is highest in the smallest jurisdictions (23%).

Figure 2

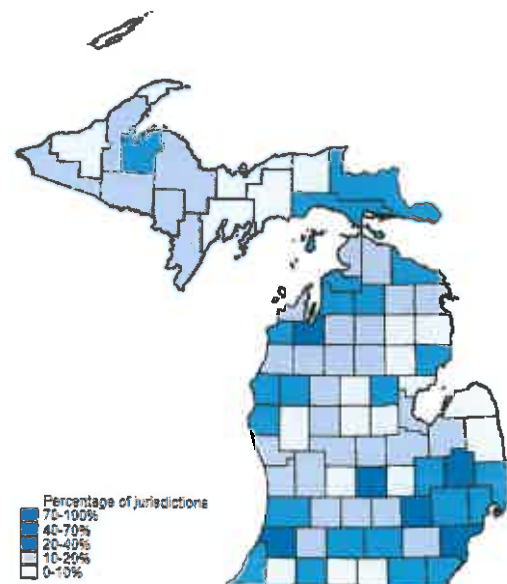
Percent of jurisdictions considering or using strategies for planning and implementing projects using ARPA funds, by population category



Note: responses for "bond financing," "special assessment districts," "other" and "none of these" not shown. Figure 2 also excludes those who say they did not apply for or accept ARPA funding, or are completely unfamiliar with the program.

Figure 3

Percent of jurisdictions within a particular county considering or using regional or multi-jurisdictional collaboration for planning and implementing projects using ARPA funds, by county





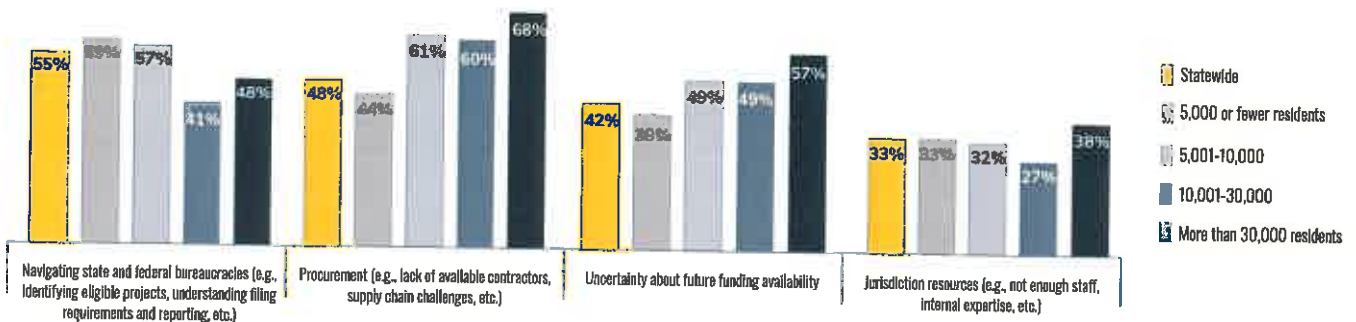
Problems: small jurisdictions in particular face challenges navigating state and federal bureaucracies

Out of eight types of problems jurisdictions may currently face regarding ARPA funds, the most cited are navigating state and federal bureaucracies (reported by 55% of jurisdictions receiving ARPA funds) and procurement challenges (48%). Meanwhile, 42% say uncertainty about future funding is at least somewhat of a problem (see *Figure 4*).

Problems navigating bureaucracies are most commonly reported by smaller jurisdictions. Among the smallest, 59% say it is somewhat of a problem (39%) or a significant (20%) problem. Meanwhile, concerns about procurement and future funding availability are most commonly reported in larger jurisdictions. Among the largest, 68% report procurement problems, and 57% say uncertainty about future funding is a problem.

Figure 4

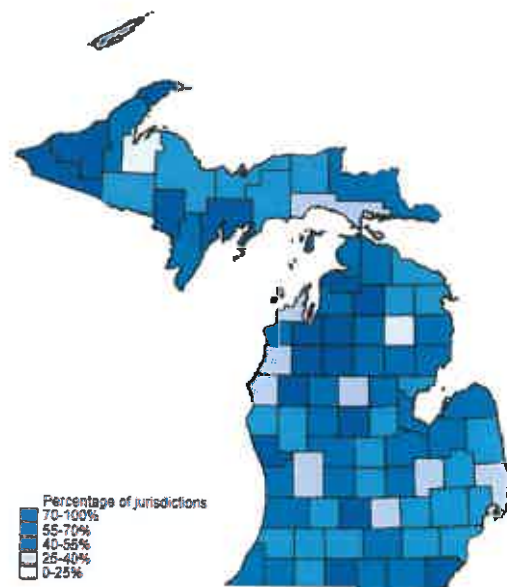
Percent of jurisdictions reporting problems managing and allocating ARPA funds, by population size



Note: responses for "not much of a problem," "not a problem at all," and "don't know" not shown. *Figure 3* also excludes those who say they did not apply for or accept ARPA funding, or are completely unfamiliar with the program.

Figure 5

Percent of jurisdictions within a particular county reporting problems with navigating state and federal bureaucracies for ARPA funds, by county

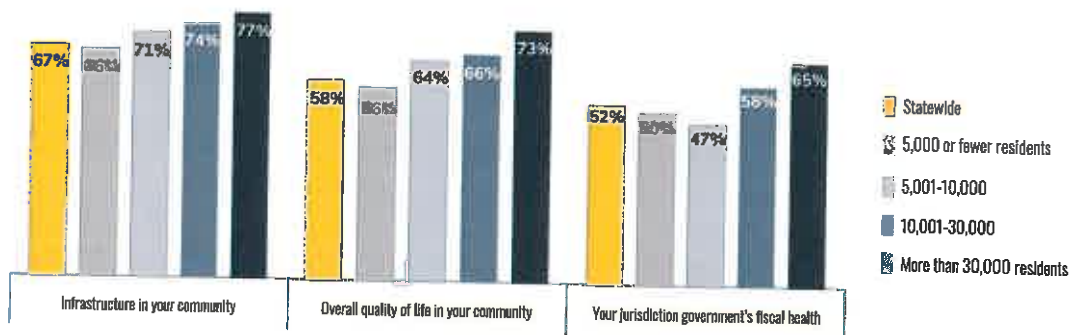


Benefits: most expect ARPA funding to improve fiscal health, infrastructure, and quality of life

Two-thirds (67%) of local leaders statewide expect ARPA funds will somewhat or significantly improve infrastructure in their community (see *Figure 6*). More than half think it will improve their community's quality of life (58%) and fiscal health (52%). However, few expect *significant* improvements in these areas, including just 15% for infrastructure and less than 10% for fiscal health and quality of life.

The largest jurisdictions are more likely to say ARPA funds will improve fiscal health, infrastructure, and overall quality of life compared to smaller jurisdictions, and are more likely to expect *significant* improvements in these three areas.

Figure 6
Percent of jurisdictions expecting ARPA funds will improve their community in various ways, by population category



Note: responses for "not improve much," "not improve at all," and "don't know" not shown. *Figure 4* also excludes those who say they did not apply for or accept ARPA funding, or are completely unfamiliar with the program.

Survey Background and Methodology

The Michigan Public Policy Survey (MPPS) is an ongoing census survey of all 1,856 general purpose local governments in Michigan conducted since 2009 by the Center for Local, State, and Urban Policy (CLOSUP) at the University of Michigan's Gerald R Ford School of Public Policy. The program is a partnership with Michigan's local government associations. The Spring 2022 wave was conducted April 4 – June 6, 2022. Respondents include county administrators, board chairs, and clerks; city mayors, managers, and clerks; village presidents, managers, and clerks; and township supervisors, managers, and clerks from 1,327 jurisdictions across the state, resulting in a 71% response rate by unit. More information is available at <https://closup.umich.edu/michigan-public-policy-survey/mpps-2022-spring>

Detailed tables of the data in this report and county-level maps of other question responses will be available at: <http://mpps.umich.edu>.

The survey responses presented here are those of local Michigan officials, while further analysis represents the views of the authors. Neither necessarily reflects the views of the University of Michigan, or of other partners in the MPPS.

WORK SESSION MEETING NOTICE

To comply with the Michigan Open Meetings Act (MCL 15.265):

The City of West Branch, 121 N. Fourth St. West Branch, MI 48661; phone: (989) 345-0500; email: cityhall@westbranch.com

Internet where meeting notices are posted: www.westbranch.com (click on "CALENDAR OF EVENTS AND NOTICE OF MEETINGS" or go directly to <http://www.westbranch.com/calendar.php>)

NOTICE IS HEREBY GIVEN, that the City Council of West Branch will hold a work session on the following date, time and place: The session will take place after the conclusion of the regular meeting scheduled at 6:00 pm but not earlier than 7:00 pm.

DATE: Monday, August 15, 2022

TIME: 7:00 p.m.

PLACE: West Branch DPW garage
403 S. First St.
West Branch MI 48661

AGENDA: To purpose of the work session is to review the training of K-9 officer Kony and handler, Officer Brandon Bicoll.

Accommodations and necessary reasonable auxiliary aids and services are available upon request to persons with disabilities, as well as the hearing impaired, who require alternately formatted materials or auxiliary aids to ensure effective communication and access to meetings or hearings. All requests for accommodation should be made with as much advance notice as possible by contacting City Clerk Lori Ann Clover at (989) 345-0500; 121 N. 4th St., West Branch, MI 48661; email: cityhall@westbranch.com.

**CITY OF WEST BRANCH
CITY COUNCIL MEETING
AUGUST 15, 2022**

PLEASE TAKE NOTICE that the West Branch City Council meeting scheduled for Monday, August 15, 2022 at 6:00 pm will be conducted both in person and virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 pandemic.

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

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

Zoom Instructions for Participants

To join the conference by phone:

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

Before a videoconference:

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

To join the videoconference:

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

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

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

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

3. If you have already joined the meeting via computer, you will have the option to enter your 2-digit participant ID to be associated with your computer.

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



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

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

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

Meeting Information:

Topic: City of West Branch Council Zoom Meeting

Time: Aug 15, 2022 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84457716675?pwd=cHNkdmdFPcVdWZXh3MGVpYkZkTFdVQT09>

Meeting ID: 844 5771 6675

Passcode: 938210

One tap mobile

+13017158592,,84457716675#,,,,*938210# US (Washington DC)

+13092053325,,84457716675#,,,,*938210# US

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

Meeting ID: 844 5771 6675

Passcode: 938210

Find your local number: <https://us02web.zoom.us/j/kd0YJlaEbz>