

-- AGENDA --

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD VIRTUALLY AT
WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, AUGUST 2, 2021,
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, unless you have signed in and requested additional speaking time, and that the request is then approved by either the Mayor or a majority vote of Council. 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 Amanda Stang 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 Commissioner Mark Surbrook
- V. Public hearing
- VI. Additions to the agenda
- VII. Public comment on agenda items only (limited to 3 minutes)
- VIII. Bids
 - A. City Hall Flooring Quote & Morse Clark Sole Source Vendor Request
 - B. Fleis & Vandenbrink Proposal and Sole Source Vendor Request
 - C. 4th Street Water and Street Improvements
- IX. Unfinished business
- X. New business
 - A. Bills
 - B. MERS Officer and Employee Delegate
- XI. Approval of the minutes and summary from the meeting held July 5, 2021
- XII. Consent agenda
 - A. Treasurers report and investment summary

- B. DDA Minutes from the meeting held June 22, 2021.
- C. July BOR minutes from the meeting held July 19, 2021.

XIII. Communications

- A. Red Wings Day Reminder

XIV. Reports and/or comments

- A. Mayor
 - 1. Appointment to Zoning Board of Appeals
- B. Council
- C. Manager

XV. Public comment any topic

XVI. Adjournment

UPCOMING MEETINGS-EVENTS

August 5 – Summer Music Series – Motown Eagles 7PM
August 6 – Classy Chassis Car Show 6-9PM
August 10 – Planning Commission – 6PM
August 14 & 15 – Victorian Art Fair
August 16 – Council Meeting 6PM

In response to the COVID -19 pandemic, City Council meetings will be held in person but still broadcasted virtually. Unvaccinated members of the public may attend with social distancing and facemask requirements. Vaccinated members may attend in person without masks restrictions as per the latest State update.

Call to Order

Roll Call

**Pledge of
Allegiance**

Scheduled Matters from the Floor

Public Hearings

Additions to the Agenda

Public Comment -Agenda Items

Bids

Sole Source Vendor Exception Request

for

City Hall flooring

from

Morse Clark Furniture

7/19/21

Pursuant to City Ordinance § 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.”

As such, City Manager, John Dantzer, is requesting that the City Council forego formal bidding and approve the proposal for City Hall Flooring to Morse Clark Furniture due to them being the installer of the original floor coverings giving them insight into the structure of the current building and because they are only supplier that is located in the City limits.

Thank you.

City Manager John Dantzer

Morse Clark Furniture Co.

219 W. Houghton Ave. West Branch, MI 48661

Ph (989) 345-0355 FAX (989) 345-2247

Floor Coverings • Gifts • Wall Paper • Paints



CUSTOMER ID

503

SALES NO.

436250

SALE DATE

07/28/2021

PAGE

1

SALE

SOLD TO: Customer Copy

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

(989) 345-0500 O

**** DUPLICATE ****
DELIVER TO:

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

(000) 345-4390 F

1.5% per month finance charge on accounts over 30 days past due.

SLSPRSN **DELIVERY** **PAYMENT TERMS**

AR MCF Carpet Installation Van #1 ASAP Net 30 Days

QTY SOLD STATUS	ITEM ID	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1 B/O	EA CFAADMS9340	KD Dry Set Adhesive 4gal- Adhesive 350-450 sqft/gal	499.95 99.99	399.96 DISCOUNT
2 B/O	EA CFASUNMS0016	Mapei ECO 575 Vinyl BAsE Adhesive 28.7oz Tube	9.95 3.98	15.92 DISCOUNT
1	EA *MISCFLOOR	Mapei Plante Patch	64.95 12.99	51.96 DISCOUNT
824	EA INSTVLT	Labor-VLT Installation Luxury Vinyl Tile and Plank	2.00	1,648.00
824	EA REMOV	Labor-Removal Vinyl Linoleum and Vinyl Tile	1.00	824.00
---SALE ITEM REMARKS----				
Removal of VCT				
3	EA REMOSTOOL	Labor-Removal Stool	75.00	225.00
132	EA INSTVB	Bathroom Stool Removal Reset Labor-Vinyl Base Installation	0.60	79.20
12	EA *MISCFLOOR	Vinyl Base Cove Transition to Carpet	3.00	36.00
1	EA *LABOR	Labor -Concrete Repair	175.00	175.00
34 B/O	EA *MILLIKENLVT	RTW204 Enchant Change Agent Rootwork	155.00 1,054.00	4,216.00 DISCOUNT
33	EA CFAVB4MS0011	ARM V4177018 Vinyl Base 4' Pc Spice Brown	3.95 26.07	104.28 DISCOUNT

Ordered by: _____ Accepted by: _____
Purchaser: _____ Morse Clark Furniture Co.
By: _____ By: _____
Authorized Signature _____ Authorized Signature _____
Name and Title (Please Type or Print) _____ Name and Title (Please Type or Print) _____

SALES TOTAL	7,775.32
TAXABLE MISC. CHARGES	0.00
SALES TAX	0.00
NON-TAX MISC. CHARGES	0.00
GRAND TOTAL	7,775.32
PAYMENT RECEIVED	0.00
BALANCE DUE	7,775.32

Morse Clark Furniture agrees to furnish and install only the materials specified. Materials and labor not specified will be at additional cost. GUARANTEE covering the materials specified is that of the manufacturer. Normally 2 years. Morse Clark furniture Co. guarantees all labor involved in the installation of stretch in carpet of a period of 2 years. The installation guarantee for all other materials is for a period of 1 year. The guarantees are effective only if terms of payment are not defaulted. INVISIBILITY OF SEAMS is no guaranteed or implied. SEAM LOCATION is the owners choice and is noted on working drawings. Only unopened and unused merchandise may be returned. All special ordered items returned are subject to 20% restocking fee. Returns made after 30 days will be refunded less the restocking charge by an in-store credit.

Sole Source Vendor Exception Request

for

Water line engineering

from

Fleis and Vandenbrink

8/2/21

Pursuant to City Ordinance § 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.”

As such, City Manager, John Dantzer, is requesting that the City Council forego formal bidding and approve the proposal for water line engineering to Fleis and Vandenbrink due to the working relationship we have with them due to them being the lowest bidder on our last two projects and because they were the company that helped us obtain the grant funding to help cover the cost of the water line replacement.

Thank you.

City Manager John Dantzer



July 20, 2021

Via Email

Mr. John Dantzer, City Manager
City of West Branch
121 N. 4th Street
West Branch, Michigan 48661

**RE: Proposal for Design Engineering Services –
Houghton Avenue (M-55) Watermain Replacement**

Dear John,

We are excited for the opportunity to assist the City of West Branch with your water main replacement and sanitary sewer rehabilitation as part of MDOT's nearly \$6M investment in the reconstruction of M-55 through your downtown area. The lane reduction and streetscape improvements will be a great improvement for your residents, business owners, and visitors.

Project Understanding

The project involves complete replacement of 8 and 10 inch diameter water main along the entire limits of the proposed 1.2-mile-long road reconstruction project. The main running along Houghton Avenue will be replaced as well as the connections to the side streets. This will include new ductile iron main, valves, tees, crosses, and hydrants. New water services will also be provided to the residences and businesses along the route. It is anticipated that many lead service lines exist along this stretch of Houghton Avenue. In accordance with EGLE requirements, lead or galvanized service lines will be replaced from the new main to inside the structure. It is anticipated that the awarded Contractor will run the service to the building. The City and/or their contractor will be responsible for bringing the service into the structure and reconnecting at the meter. With a portion of these replacements being outside of the road right-of-way, the City will be required to work with MDOT in securing the consents/permits/easements to replace the service on private property. MDOT will likely require a letter from the City stating that they have rights/access to complete this work.

In addition to the water main replacement, the City will also be rehabilitating sanitary sewer manholes within the project limits. The City will provide a list of the structures identified in need of rehabilitation from records from past inspections. Improvements will involve rehabilitating or reconstruction of the manhole from the pipe invert to the rim.

All aspects of this project will require coordination with MDOT as these improvements will be bid items included in the MDOT contract. These improvements will be 100% funded by the City and administered by MDOT. Plans, details, and specifications for the watermain improvements will be included in the MDOT plans and proposal. We understand that the City would like to explore the possibility of tying in the existing watermain at Fairview Street to the new main. This will require work outside of the MDOT project limits and will be discussed and coordinated with MDOT during design.

Utility relocations, potentially including sanitary sewer and/or storm sewer necessary to obtain the required 10' horizontal separation from the new watermain will need to be evaluated during design. The design, phasing, and construction sequence will also need to consider the maintaining of traffic / detour plans established by MDOT. There are two water course crossings that will likely be completed by directional drilling (HDD).

**2125 Ridgewood Drive, Suite 1010
Midland, MI 48642
P: 989.837.3280
F: 989.837.3290
www.fveng.com**

There is also a railroad crossing that will be completed by boring and jacking. The size and location of the entry and receiving pits for these means of construction will need to be determined and coordinated with MDOT, as well as the street closing requirements for water main installation and long and short service lead replacements.

For the design of these improvements and plan preparation, we will be utilizing the topographic survey provided by MDOT.

The previous preliminary opinion of probable construction costs prepared in 2019 for the water main replacement was approximately \$716,000.

Scope of Service

Our scope of services includes the following design, plan preparation and permitting assistance:

- Coordination and consultation with MDOT and City of West Branch
- Attendance at plan review meetings
- Utility coordination
- Water main replacement design
- Construction plan preparation, including the following anticipated sheets:
 1. Plan and Profiles
 2. Detail Sheets
 3. Note Sheets
- Assistance with drafting Unique Special Provisions (specs) for water main improvements in MDOT format
- Assistance with drafting unique Special Provisions (specs) for sanitary sewer improvements in MDOT format
- Preparation of Engineer's Opinion of Costs
- Submittal of plans, specs, estimate at various plan completion levels established by MDOT
- Preparation of EGLE Watermain Construction Permit
- Review of draft proposal prior to bidding
- Assistance with contractor inquiries during bidding

Fee Budget

The recommended budget for the above outlined design engineering services is **\$65,900**.

Schedule

A few weeks ago, MDOT held a base plan review meeting (25% plans) which was attended virtually by F&V and the City. The next plan review at the state level will be approximately 70% plans and is anticipated to be held mid-November, requiring plan submittal in mid-October to allow time for review and comment prior to the meeting. Watermain improvement plans at the same level are desired at this meeting, with the primary goal of establishing where the new water main will be going and estimated costs at this level of completion.

We appreciate the opportunity in providing our services to the City of West Branch.

If you have any questions, please contact us at 989.837.3280.

Sincerely,

FLEIS & VANDENBRINK



Geric L. Rose, PE, PS
Operations Manager, Associate



Gary Bartow
Group Manager, Associate

PROFESSIONAL SERVICES AGREEMENT

FLEIS & VANDENBRINK ENGINEERING, INC.

2125 Ridgewood Drive, Suite 101, Midland, Michigan 48642

P: 989.837.3280 F: 989.837.3290

This Professional Services Agreement ("PSA") is entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and **City of West Branch**, whose address is **121 N. 4th Street, West Branch, MI 48661** ("Owner") where Engineer agrees to provide services for Owner and Owner agrees to pay Engineer, all in accordance with the terms of this PSA.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows: *Design engineering services for watermain replacement and sanitary sewer rehabilitation along Houghton Avenue (M-55) in accordance with engineer's proposal letter dated July 20, 2021.*

AGREEMENT DOCUMENTS: All obligations covered under this PSA are governed by the Agreement Documents, which specifically include this PSA and all of the following documents, which are all incorporated herein by reference: Engineer's proposal dated **July 20, 2021**

COMPENSATION OF ENGINEER: This contract is a Lump Sum Fee contract in the amount of **\$65,900**, billed monthly based on the percentage of Work completed.

Authorized additional services will be provided on an hourly basis plus 1.1 times reimbursable expenses unless otherwise negotiated.

Owner shall Pay Engineer for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within fifteen (15) calendar days of presentation of the invoice. Invoices shall be past due fifteen (15) calendar days after presentation, and shall then incur interest at the rate of 7% per annum, or the highest rate permitted by law, whichever is lower. Reimbursable expenses include the cost of subconsultants.

PAYMENT. If Owner fails to make any payment when due, Engineer may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Engineer shall have no liability of any type as a result of suspension of services caused by Owner's failure to pay. The suspension of Services shall not limit any other remedy available to Engineer.

If Owner objects to any portion of an invoice, Owner shall notify Engineer in writing within seven (7) calendar days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Engineer's favor and not paid by the invoice due date, interest as stated in the agreement shall be paid by Owner on the disputed amount from the original due date.

The Owner's Payment of Engineer's invoices shall not be subject to any right of setoff, and payment shall be due regardless of suspension or termination of this Agreement by either party. If any payment obligation is not paid when due, Owner agrees to pay all costs of the collection, including actual attorney's fees through all levels of appeal, whether or not a legal proceeding for collection is commenced as part of the collection process.

OWNER REPRESENTATIVE. The Owner's representative for this Project shall be **City Manager** who shall have complete actual authority on behalf of the Owner and its governing body to make all decisions in connection with the PSA.

OWNER RESPONSIBILITIES. The Owner shall timely furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's Engineers and contractors.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated. If the construction period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Engineer thereafter shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.1 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Engineer's Compensation.

DELAYS. Engineer shall not be responsible to Owner for any delay of any type or kind unless caused in whole by Engineer.

CONSULTANTS. Engineer may engage Consultants and subcontractors to perform, in its sole discretion, all or any portion of the Services.

COST ESTIMATES. Engineer has no control over the costs of labor and material for construction or over competitive bidding and market conditions. All cost estimates provided by Engineer are based on Engineer's experience and are considered opinions of probable cost. Engineer does not warrant the accuracy of any cost estimate. If project costs exceed the Owner's expectations and the Owner decides to re-design or re-bid any or all portions of the Work, all re-design, re-bid or other services provided by Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses.

INDEMNITY. Owner indemnifies, defends and holds harmless Engineer and its agents, consultants and employees, from and against any claim, injury, damage, cost, expense or liability, regardless of the legal theory, including actual attorneys' fees, whether arising before, during or after completion of Services performed under the PSA, caused by, arising out of, resulting from or occurring in connection with the performance of the Services or any activity associated with the Services, whether or not caused in part by the active or passive negligence or other fault of Engineer excepting only injury to person or damage to property caused by the sole negligence of Engineer. In the case of claims against Engineer or any of its consultants, agents or employees by anyone for whose acts Owner may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts and/or disability benefit acts. This indemnity includes, but is not limited to, any claims resulting from interpretation of or changes to the documents prepared as a result of this PSA. This indemnity survives termination of this PSA.

In addition to the indemnity provided herein by Owner, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to or resulting from any and all environmental contamination on the Project.

Engineer, to the extent covered by insurance, indemnifies, defends and holds harmless Owner and its agents and employees, from and against any claim, injury, damage, cost, expense or liability, arising out of or relating to the Services provided by Engineer for the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property other than the work itself, but only to the extent caused solely by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees or consultants.

To the fullest extent permitted by law, a party's total liability to the other party under the terms and conditions of this PSA including any indemnity, as well as to anyone claiming by, through or under the other party, for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party, and any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of all of the responsible parties.

PERFORMANCE STANDARDS. The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by other engineers performing similar services in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

MUNICIPAL ADVISOR. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

LIMITATION OF LIABILITY. Engineer shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Engineer. The total liability of Engineer under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Engineer's officers, directors, employees, or agents or consultants, for any claims arising out of the PSA, shall not exceed the fees actually paid by the Owner for the particular Service which forms the basis of the claimed liability.

Engineer makes no warranties, express or implied, with respect to the Services under the PSA, and disclaims any liability for implied warranties of any type or kind, including but not limited to implied warranties of fitness or merchantability, and disclaims any liability for special or consequential damages of any type or kind. Within these limitations, Engineer shall not be liable in any way for errors, omissions or negligence unless caused by the sole and exclusive negligence of Engineer. For all PSAs which involve multiple projects or general consultations, or various services for various projects over a period of time, liability shall not exceed the fee actually paid by the Owner for the particular Services on the specific Project or consultation or assignment which forms the basis of the claimed liability and any statute of limitations shall commence upon the completion of the task giving rise to the claim, not the last unrelated service provided under the PSA for general consultation services. To the extent that Engineer may be found liable under the terms of this paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

INSURANCE. Upon Owner's request, Engineer will furnish Owner with a written statement of insurance coverage. No oral representations regarding insurance shall be binding.

SITE ACCESS. Owner shall be solely responsible for obtaining all site access, easements, and permission from third party property owners for Engineer to access the site to perform the Services herein. Owner is solely responsible for any claims arising from the disturbance of surface or subsurface soil or water conditions caused by the performance of Engineer's Services, excepting damages caused by the sole negligence of Engineer. Engineer will take reasonable precautions to avoid damage to underground structures and utilities. Owner indemnifies Engineer from any damage caused by or to underground structures and utilities not called to Engineer's attention, all in accordance with the indemnity provisions herein. Owner shall provide Engineer with a list of all known hazardous substances on site and a list of protective measures in case of exposure, all in compliance with the current Federal, State and Local Right to Know laws and Federal Hazard Communication Standards.

SHOP DRAWINGS AND SUBMITTALS. If shop drawing or submittal review is part of the Services Engineer provides, Engineer will review the shop drawings and submittals only for conformance with the design concept of the project and compliance with the Contract Documents. Unless specifically indicated in writing, this PSA does not include the preparation of record drawings.

CONSTRUCTION PHASE SERVICES. Unless specifically included in the Scope of Services, there are no construction phase services as part of this PSA. It is agreed that the Engineer's services under this Agreement do not include project observation, review of the Contractor's performance or any other construction phase services. The Owner assumes all responsibility for all construction phase services including, but not limited to:

Submittal review and approval; Contract document interpretation; Site observations; Change order review and approval; Review and approval of contractor payment applications; Certificates of substantial and final completion; Preparation and disposition of punch lists; Responding to contractor requests for information; Administration of any operational and maintenance and training including collection operational and training manuals.

The Owner waives any claims against the Engineer that may be in any way connected with the Owner's decision not to retain the Engineer to performance construction phase services. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and consultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions.

The Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable shall assume full responsibility for the results of any changes made to the Contract Documents during construction. The Owner agrees to waive any claims against the Engineer and to release the Engineer from any liability arising directly or indirectly from such changes.

REJECTION OF WORK. In the event that the Scope of Services includes construction phase services in the form of site observation, then Engineer shall have the authority to reject any work which is not, in the judgment of the Engineer, in conformance with the Contract Documents, Plans and Specifications. Neither this authority nor Engineer's good faith judgment to reject or not reject any work shall subject Engineer to any liability or cause of action to any contractor, subcontractor, supplier, or Owner on the Project.

SPREAD OF CONTAMINATION. Owner understands and agrees that Engineer shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is substantially caused by the negligence of Engineer. To the extent that Engineer may be found liable under the terms of this Paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

FAILURE TO ENCOUNTER HAZARDOUS MATERIALS. Owner understands that the failure to discover hazardous materials does not guarantee that; (1) hazardous materials do not exist at the project site, and/or (2) that a non-contaminated site may later become contaminated. Although Engineer will use reasonable care and a level of skill ordinarily exercised by members of the profession currently practicing in the city, municipality or political subdivision where the Project is located under similar conditions, Owner agrees that Engineer shall not be responsible for the failure to detect the presence of hazardous materials through techniques and practices commonly used for those purposes.

PERMITS AND APPROVALS. Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. For an additional fee, Engineer may assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Engineer participates in any way with any permitting process, Engineer provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Engineer for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

ADA AND CODE COMPLIANCE. The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, the Engineer will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project. The Engineer does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances and regulations as they may apply to the Project. Owner shall pay Engineer its customary hourly fees plus 1.1 times reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to any existing laws, codes or regulations after the date that this PSA is last signed by the parties.

WAIVER. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver of such right or remedy and a waiver on any one (1) occasion shall not be construed as a bar to or a waiver of any subsequent breach of the same or any other provision of the agreement on a future occasion. No waiver by Engineer of any breach by Owner of a provision of this PSA shall be deemed a waiver of any other provision hereof or of any subsequent breach by Owner of such provision.

ENFORCEABILITY. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY. In the event that any one (1) or more provisions contained in the agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement shall not be affected or impaired.

OWNERSHIP OF INSTRUMENTS OF SERVICE. Engineer's documents prepared pursuant to this PSA, including those in electronic format, are instruments of service. All reports, plans, specifications, computer files, field data, notes and other documents prepared by Engineer as instruments of service shall remain the property of Engineer. Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto and all other intellectual property rights. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Engineer against any and all claims for unauthorized use.

TERMINATION: This PSA may be terminated by either party upon seven (7) calendar days' written notice. Upon termination, Engineer shall be paid by Owner for all Services performed up to the notice of termination, as well as all costs necessary to demobilize from the site.

DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Owner and the Engineer agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute through mediation using a mediator agreed upon between both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then the parties may (1) mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction. The venue for a court resolution will be Kent County, Michigan.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this PSA and the Services provided herein are exclusively for the direct benefit of the Owner indicated above. Owner shall ensure that all other agreements relating to this project reflect that there are no third party beneficiaries to this PSA.

ASSIGNMENT. This is a professional services contract and is non-assignable without the express written consent of Engineer.

MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Owner, shall be binding upon Engineer unless agreed to in writing signed by an authorized representative of Engineer, and Engineer expressly rejects all such additional or contrary terms as may be contained in Owner's documents. The terms in this PSA will have precedence over any other terms expressed by the Owner's authorization process such as a purchase order. Engineer's performance is conditioned on Owner's unmodified consent exclusively to this PSA. Engineer shall have the right to correct any errors, whether clerical or mathematical, which are contained in this PSA. Unless otherwise specifically indicated in writing or otherwise required by law and paid for by Owner, there are no Performance or Payment bonds required on this Project. This PSA shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This PSA shall be governed by the laws of the State of Michigan. This contract sets forth the entire agreement between Engineer and Owner. This is a fully integrated contract.

ELECTRONIC/FACSIMILE SIGNATURES. The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

OWNER
CITY OF WEST BRANCH

By: _____

John Dantzer

Title: City Manager

By: _____

Title: _____

Date: _____

ENGINEER
FLEIS & VANDENBRINK ENGINEERING, INC.

By:  _____

Gary Bartow

Title: Group Manager, Associate

By:  _____

Geric Rose, PE, PS

Title: Operations Manager, Associate

Date: July 21, 2021

BIDS WANTED

The City of West Branch is accepting bids for water line and road replacement on S. Fourth St. Sealed bids will be accepted until July 28, 2021 at 2:00 pm. Bids will be opened immediately after. For more information on the RFP, please visit the City website at www.westbranch.com or stop into City Hall at 121 N. Fourth St., West Branch, MI 48661.



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

07/29/21

City Manager John Dantzer and DPW Superintendent Mike Killackey were on hand for the opening of the following bids on 7/29/2021 at 2:30 pm.

1. 4th Street Water and Street Improvement Bid

- A.) Elmers Crane and Dozer Inc -- \$387,200.00
- B.) Sterling Excavation, Inc -- \$326,780.00

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Elmer's Crane and Dozer, Inc
3600 Rennie School Road
Traverse City, MI 49685

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

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

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.

BOND AMOUNT:

Five Percent of Bid (5% of Bid)

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

South Fourth Street Water and Street Improvements

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 the 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 requirements 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 28th day of July 2021

(Witness)

Elmer's Crane and Dozer, Inc

(Principal)

(Seal)

(Title)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

(Title)

Robert G Chapman, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

David G. Chapman; Robert G. Chapman; Nathan G. Chapman;
Marcia J. Miller and/or Cloyd W. Barnes

of Lansing, Michigan

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice
Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 28th day of July 2021



BN-1005 (5/12)

Scott R. Boer
Assistant Secretary

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS**

ELMER'S CRANE AND DOZER, INC.

THE UNDERSIGNED, representing all of the members of the Board of Directors of Elmer's Crane and Dozer, Inc., a Michigan corporation (the "Corporation"), do hereby, pursuant to the authority of MCLA Section 450.1525, consent in writing to the following actions to be taken by the Corporation effective March 2, 2021 intending that such actions shall be valid corporate actions as though authorized at a meeting of the Board of Directors duly called and held for such purposes:


RESOLVED, that the following persons each are hereby authorized until otherwise ordered to enter into and to execute and to deliver in the name and on behalf of this Corporation, any contract, agreement, conveyance, or any other instruments which may be deemed to be necessary and proper for the business of the Corporation without further act or resolution of the Board:

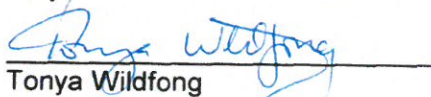
1. Troy Broad
2. Todd Broad
3. Tonya Wildfong
4. T. Eric Ritchie


FURTHER RESOLVED, that the following persons each are hereby authorized until otherwise ordered to enter into and to execute and to deliver in the name and on behalf of this Corporation, any proposal, contract or other document which binds the Corporation to provide materials and services of a kind provided by the Corporation in its ordinary course of business:

Max Bott	Brian Peace	Jason Horton
Steve Folkersma	Steve Endres	Dan Beckelic
Jeff Saxton	Peter Rosa	Jeff Marceau
Nick Broad	Brittany Watson	Jordan Mercer
Tyler Broad	Rodney Broad	Kent Megill
Eric Sanborn	Ryan Wurtz	Al Papcun
Alan MacDonald	Michael Flaughner	Jim Carey
Joshua Fockler	Dan LaFleche	CB Lowe
Kirsten Bott	Jeff Allen	Gary Holcombe
Marynell Ripmaster	Trevor Casad	
Wendy Johnson	Blaine Shotwell	

IN WITNESS WHEREOF, the undersigned have duly executed this document effective as of the date first above written.


Troy Broad


Tonya Wildfong


Todd Broad


T. Eric Ritchie

SECTION 00 41 00

BID FORM

PROJECT IDENTIFICATION:

City of West Branch Fourth Streets Water and Street Improvements

CONTRACT IDENTIFICATION AND NUMBER:

P16377

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of West Branch
Attn. John Dantzer City Manager**

1.02 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 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

<u>1</u>	<u>07/27/21</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that may be identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that may be identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by ENGINEER is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "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;
3. "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; and
4. "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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Unit price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	General Conditions, Bonds, Insurances, and Mobilization, Max. 5%	LSum	1	\$ 20,000.00	\$ 20,000.00
2	Pre-Construction Video Survey	LSum	1	\$ 1,000.00	\$ 1,000.00
3	Traffic Control	LSum	1	\$ 6,000.00	\$ 6,000.00
4	Soil Erosion Control	LSum	1	\$ 500.00	\$ 500.00
5	Remove HMA Pavement	SYD	4,100	\$ 5.00	\$ 20,500.00
6	Remove Concrete Side Walk	SFt	650	\$ 6.00	\$ 3,900.00
7	Cut and Plug Watermain	Ea	4	\$ 410.00	\$ 1,640.00
8	Remove Hydrant	Ea	2	\$ 850.00	\$ 1,700.00
9	6" 90 deg bend	Ea	2	\$ 170.00	\$ 340.00
10	8" Plug	Ea	5	\$ 300.00	\$ 1,500.00
11	8" Temp. Blowoff	Ea	4	\$ 2300.00	\$ 9,200.00
12	8"x 8" Cross	Ea	1	\$ 370.00	\$ 370.00
13	8" x 8"x 4" Tee	Ea	1	\$ 290.00	\$ 290.00
14	4" Valve and Box	Ea	1	\$ 1,150.00	\$ 1,150.00
15	4" 90 deg bend	Ea	1	\$ 500.00	\$ 500.00
16	8" Watermain	LFt	1,200	\$ 115.00	\$ 138,000.00
17	6" Watermain	LFt	30	\$ 40.00	\$ 1,200.00
18	8" Valve & Box	Ea	7	\$ 2,100.00	\$ 14,700.00
19	6" Valve & Box	Ea	3	\$ 1,700.00	\$ 5,100.00
20	8"x8"x6" Tee	Ea	4	\$ 415.00	\$ 1,660.00
21	8"x8"x8" Tee	Ea	1	\$ 1,050.00	\$ 1,050.00

22	6" x 6" S.S. Tapping Sleeve, Valve and Box	Ea	1	\$ 5,500.00	\$ 5,500.00
23	Hydrant Assembly	Ea	2	\$ 5,000.00	\$ 10,000.00
24	1" Water Service, Long	Ea	10	\$ 2,500.00	\$ 25,000.00
25	1" Water Service, Short	Ea	11	\$ 1,900.00	\$ 20,900.00
26	Connect to Existing Water Service	Ea	21	\$ 200.00	\$ 4,200.00
27	HMA, 2", 13A Base Course	SYD	4,100	\$ 8.00	\$ 32,800.00
28	HMA, 1.5", 13A Top Course <i>SYD</i>	<i>SFt</i>	4,100	\$ 8.00	\$ 32,800.00
29	4" Concrete Sidewalk	SFt	650	\$ 8.00	\$ 5,200.00
30	Surface Restoration, at Services	SFt	3,000	\$ 5.50	\$ 16,500.00
31	Construction Testing (Allowance)	LSum	1	\$ 4,000	\$ 4,000

TOTAL OF ALL UNIT PRICES AMOUNTS:

Three hundred eighty seven thousand two hundred and 00/100 (\$ 387,200.00)
 (use words) (use figures)

Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

ARTICLE 6 – TIME OF COMPLETION

6.01 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 October 30, 2021 as indicated in the Agreement.

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

6.03 TIME ALTERNATE:

If Bidder takes exception to the Contract Time(s) stipulated in the Agreement, Bidder is requested to stipulate below his proposed alternate time(s) and completion dates for performance of the Work.

6.04 SUBCONTRACTOR LISTING:

Bid is submitted on the basis of the use of the following Subcontractors:

WORK ITEM	FIRM	CITY
Bituminous Paving	<i>Pyramid</i>	<i>Bay City</i>
Concrete Work	<i>Hus Bros</i>	<i>White Horse</i>

Construction Signing & Barricading	Elmers	Hillman
Surface Restoration	Elmers	Hillman

Please note for each work item, if work is to be performed by Bidder or Subcontractor. If by Subcontractor, provide name and City for each Subcontractor. Failure to list Subcontractors with the Bid waives Bidder's rights to a change in Contract Time or Price or withdrawal of Bid and Bid Security, in the event OWNER has reasonable objections to any Subcontractor.

If Subcontractors are not identified above, OWNER shall have the right to reject any Subcontractor for reasonable cause. In this case, the apparent low Bidder shall engage a Subcontractor acceptable to OWNER and waives the right to withdraw Bid and Bid Security, and further, waives right to a change in Contract Time or Price due to failure to list.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Elmer's Crane and Dorr, Inc. (SEAL)

State of Incorporation: Michigan

Type (General Business, Professional, Service, Limited Liability):

By: [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Jeffrey L Allen

Title: Project manager
(CORPORATE SEAL)

Attest [Signature]

Date of Qualification to do business in Michigan [State where Project is located] is 12/29/1977.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 704 E. Progress ST
Hillman MI 49746

Phone No. 989-370-5864 Fax No. 989-742-4802

E-mail JA1571@TeamC/mcrs.com

SUBMITTED on July 28th, 2021.

State Contractor License No. _____ (where applicable).

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.

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: Fourth Street Water and Sewer Improvements

(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.

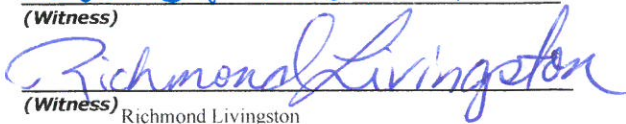
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 28th day of July, 2021



(Witness)



(Witness)

Richmond Livingston

Sterling Excavation, Inc.

(Principal)

(Title)

United Fire & Casualty Company

(Surety)


(Title) Dan Cusenza

, Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, 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, DAN CUSENZA, HEATHER BUONODONO, 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 on May 15, 2013, 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 of 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 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

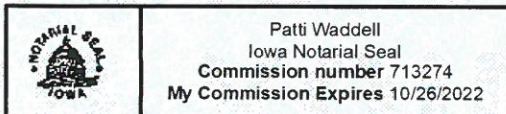


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

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 28 day of July, 2021.



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

SECTION 00 41 00

BID FORM

PROJECT IDENTIFICATION:

City of West Branch Fourth Streets Water and Street Improvements

CONTRACT IDENTIFICATION AND NUMBER:

P16377

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of West Branch
Attn. John Dantzer City Manager**

1.02 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 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>01</u>	<u>7/27/21</u>
<u>—</u>	<u>—</u>
<u>—</u>	<u>—</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that may be identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that may be identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by ENGINEER is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "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;
3. "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; and
4. "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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Unit price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	General Conditions, Bonds, Insurances, and Mobilization, Max. 5%	LSum	1	\$ 15,000.00	\$ 15,000.00
2	Pre-Construction Video Survey	LSum	1	\$ 1,135.00	\$ 1,135.00
3	Traffic Control	LSum	1	\$ 16,560.00	\$ 16,560.00
4	Soil Erosion Control	LSum	1	\$ 1,000.00	\$ 1,000.00
5	Remove HMA Pavement	SYD	4,100	\$ 3.00	\$ 12,300.00
6	Remove Concrete Side Walk	SFt	650	\$ 1.00	\$ 650.00
7	Cut and Plug Watermain	Ea	4	\$ 2,500.00	\$ 10,000.00
8	Remove Hydrant	Ea	2	\$ 400.00	\$ 800.00
9	6" 90 deg bend	Ea	2	\$ 230.00	\$ 460.00
10	8" Plug	Ea	5	\$ 175.00	\$ 875.00
11	8" Temp. Blowoff	Ea	4	\$ 550.00	\$ 2,200.00
12	8" x 8" Cross	Ea	1	\$ 1,250.00	\$ 1,250.00
13	8" x 8' x 4" Tee	Ea	1	\$ 650.00	\$ 650.00
14	4" Valve and Box	Ea	1	\$ 1,100.00	\$ 1,100.00
15	4" 90 deg bend	Ea	1	\$ 220.00	\$ 220.00
16	8" Watermain	LFt	1,200	\$ 76.00	\$ 91,200.00
17	6" Watermain	LFt	30	\$ 69.00	\$ 2,070.00
18	8" Valve & Box	Ea	7	\$ 1900.00	\$ 13,300.00
19	6" Valve & Box	Ea	3	\$ 1,400.00	\$ 4,200.00
20	8"x8"x6" Tee	Ea	4	\$ 700.00	\$ 2,800.00
21	8"x8"x8" Tee	Ea	1	\$ 725.00	\$ 725.00

22	6" x 6" S.S. Tapping Sleeve, Valve and Box	Ea	1	\$ 4,500.00	\$ 4,500.00
23	Hydrant Assembly	Ea	2	\$ 5,350.00	\$ 10,700.00
24	1" Water Service, Long	Ea	10	\$ 2,400.00	\$ 24,000.00
25	1" Water Service, Short	Ea	11	\$ 2,400.00	\$ 26,400.00
26	Connect to Existing Water Service	Ea	21	\$ 75.00	\$ 1,575.00
27	HMA, 2", 13A Base Course	SYD	4,100	\$ 8.25	\$ 33,825.00
28	HMA, 1.5", 13A Top Course	SFt	4,100	\$ 7.35	\$ 30,135.00
29	4" Concrete Sidewalk	SFt	650	\$ 11.00	\$ 7,150.00
30	Surface Restoration, at Services	SFt	3,000	\$ 2.00	\$ 6,000.00
31	Construction Testing (Allowance)	LSum	1	\$ 4,000	\$ 4,000

TOTAL OF ALL UNIT PRICES AMOUNTS:

THREE HUNDRED TWENTY, SIX THOUSAND SEVEN HUNDRED EIGHTY 00/100 (\$ 326,780.00)
 (use words) (use figures)

Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

ARTICLE 6 – TIME OF COMPLETION

6.01 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 October 30, 2021 as indicated in the Agreement.

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

6.03 TIME ALTERNATE:

If Bidder takes exception to the Contract Time(s) stipulated in the Agreement, Bidder is requested to stipulate below his proposed alternate time(s) and completion dates for performance of the Work.

SUBSTANTIAL COMPLETION 11/30/21 WEATHER PERMITTING
FINAL COMPLETION 5/30/22
PROJECT IS QUOTED w/ USA FITTINGS

6.04 SUBCONTRACTOR LISTING:

Bid is submitted on the basis of the use of the following Subcontractors:

WORK ITEM	FIRM	CITY
Bituminous Paving	Pyramid	W.B./Bryn city
Concrete Work	FINISHED CONC.	W.B.

Construction Signing & Barricading	GIVE EM A BREAK	SAGINAW
Surface Restoration	PROSCAPE OR B&B	

Please note for each work item, if work is to be performed by Bidder or Subcontractor. If by Subcontractor, provide name and City for each Subcontractor. Failure to list Subcontractors with the Bid waives Bidder's rights to a change in Contract Time or Price or withdrawal of Bid and Bid Security, in the event OWNER has reasonable objections to any Subcontractor.

If Subcontractors are not identified above, OWNER shall have the right to reject any Subcontractor for reasonable cause. In this case, the apparent low Bidder shall engage a Subcontractor acceptable to OWNER and waives the right to withdraw Bid and Bid Security, and further, waives right to a change in Contract Time or Price due to failure to list.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: N/A

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: STERLING EXCAVATION, INC. (SEAL)

State of Incorporation: MICHIGAN

Type (General Business, Professional, Service, Limited Liability):

General Business

By: [Signature]
(Signature -- attach evidence of authority to sign)

Name (typed or printed): AVERY STERLING

Title: PRESIDENT
(CORPORATE SEAL)

Attest Denise Dowd

Date of Qualification to do business in MICHIGAN [State where Project is located] is 1 / 1 / 2000.

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 116 South 3RD STREET P.O. Box 640
WEST BRANCH, MI 48661

Phone No. 989-343-0926 Fax No. 989-343-0952

E-mail AVERYSTERLING649 GMAIL.COM

SUBMITTED on 7/28, 2021.

State Contractor License No. _____ (where applicable).

END OF SECTION

Unfinished Business

New Business

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

BILLS	\$102,884.78
<i>BILLS AS OF 7/30/21</i>	<i>\$102,884.78</i>
<i>Additions to Bills as of</i>	<i>\$0</i>
<i>Paid but not approved</i>	<i>\$0</i>
TOTAL BILLS	\$102,884.78

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

Vendor Name	Amount	Description
A & L GREAT LAKES LABORATORIES	28.05	WWTP SUPPLIES
ADVANCED CHEMICAL & SUPPLY INC	80.72	WWTP SUPPLIES
ANDERSON RADIO INC	163.81	POLICE CAR ANTENNA
BADGER METER	687.08	CELLULAR READINGS JULY
BECKETT & RAEDER	8,800.40	M-30 PUD & STREETSCAPE
BELL EQUIPMENT CO	68,640.70	LOADER
BS & A SOFTWARE	2,980.00	ANNUAL SUPPORT
CAVERLY-LAURIA, DIANE	50.00	IRONS PARK REFUND
CINTAS	50.17	WWTP SUPPLIES
CONSUMERS ENERGY	17.15	ELECTRIC
DAVIS, ERIC D	220.33	UB refund for account: 001862
DTE ENERGY	210.20	GAS
ECONO SIGNS LLC	598.10	SIGNS
FIDLAR TECHNOLOGIES INC	295.08	COUNCIL MINUTE BOOK
FLEIS & VANDENBRINK	2,398.00	STATE & FIRST REHAB
GREAT LAKES TECH CONSULT LLC	9,923.20	IT SERVICES
HUTSON INC	112.29	WWTP SERVICE
MEADOWBROOK INC	1,140.15	CYBER POLICY
MVW & ASSOCIATES INC	1,000.00	ASSESSOR CONTRACT AUGUST
MWEA	77.00	WIRTH MEMBERSHIP
OGEMAW COUNTY HERALD ADLINER	235.61	ADS
QUILL CORPORATION	104.83	SUPPLIES
REDS GREENHOUSE	2,358.00	DDA FLOWERS
SHUMWAY, CLAUDE & ELAINE	19.29	UB refund for account: 000036
SWEET BEAT PRODUCTIONS LLC	1,400.00	SMS 8/5 SHOW
TRACTOR SUPPLY CREDIT PLAN	313.36	VARIOUS SUPPLIES
UNUM LIFE INSURANCE CO OF AMERICA	916.64	LT/ST DISABILITY & LIFE
WILLARD'S EQUIPMENT CO	64.62	MOWER BLADES
TOTAL	102,884.78	



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

2021 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | October 2021

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 2021 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on _____, 2021.

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

Michelle Frechette

Employee Alternate name

Jason Winter

Employee delegate and alternate listed above were elected to serve during the 2021 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on July 16, 2021, 2021.

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*

City of West Branch

Municipality number*

650501

Email address

citymanager@westbranch.com

Employer address

121 N 4th St

Employer city

West Branch

Employer state

MI

Employer zip code

48661

Printed name

John Dantzer

Title of authorized authority*

City Manager

Authorized signature*

Date

8/3/21

* 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)

Section 8.2 Membership

A. Regular Members.

1. The City of West Branch Zoning Board of Appeals shall consist of five (5) members. The first member of the Board of Appeals shall be a member of the City of West Branch Planning Commission, one (1) member shall be a member of the City Council, and the remaining members shall be selected and appointed by the Mayor and approved by the City Council from among the residents in the incorporated area of the City.

Approval of Council Minutes & Summary

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIA VIDEO CONFERENCE
IN THE COUNCIL CHAMBERS OF THE WEST BRANCH CITY HALL, 121 N. FOURTH STREET ON MONDAY, JULY
19, 2021.

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

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

Absent: Members Joanne Bennett and Rusty Showalter

Other officers present: City Manager John Dantzer, City Clerk Amanda Stang, Chief of Police Ken Walters
and DPW Superintendent Mike Killackey.

All stood for the Pledge of Allegiance.

* * * * *

City Council presented Sandy Rabidue with Proclamation 21-02 for her work with the flowers
throughout downtown West Branch.

PROCLAMATION #21-02

WHEREAS, the City of West Branch DDA is instrumental in supporting
programs for the prosperity and beautification of the City's
downtown, and

WHEREAS, the West Branch DDA has long served as the sponsor of the
downtown flower program for the beautification of the City, and

WHEREAS, DDA Board Member Sandy Rabidue, who has served on the Board for
20 years, has been instrumental in this program by spearheading the
selection and planting of these flowers, and

WHEREAS, the West Branch City government could not function without
volunteers who serve on our boards and commissions, and selflessly
give of their time and effort to help shape the City and make an
impact on our community, and

NOW, THEREFORE, BE IT PROCLAIMED, that the Mayor and the West
Branch City Council does hereby recognize Sandy Rabidue for

her untiring dedication to the downtown flower program and City of West Branch, and

FURTHER IT BE PROCLAIMED, that the City hereby recognizes March 21, 2022 as Sandy Rabidue day in the City of West Branch to coincide with National Flower Day which is celebrated nationwide on March 21st of each and every year.

* * * * *

Amelia Mitchell expressed her concern with the wildlife that roams free around the City and the possible diseases they bring into the City along with the destruction of plants and vegetables. It was consensus of Council to reach out to DNR to see if anything can be done.

* * * * *

MOTION BY ZIMMERMAN, SECOND BY JACKSON, TO EXCUSE MEMBERS BENNETT AND SHOWALTER FROM THE JULY 19, 2021 MEETING.

Yes – Adair, Frechette, Jackson, Pugh, Zimmerman

No – None

Absent – Bennett, Showalter

Motion carried

* * * * *

A Midnight Madness Softball Tournament Special Event permit was added to the Agenda along with a request to allow for an extension of the Noise Ordinance for the event.

MOTION BY PUGH, SECOND BY ZIMMERMAN, TO APPROVE THE MIDNIGHT MADNESS SOFTBALL TOURNAMENT AND NOISE ORDINANCE EXTENSION TO MIDNIGHT.

Yes – Adair, Frechette, Jackson, Pugh, Zimmerman

No – None

Absent – Bennett, Showalter

Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY JACKSON, TO PAY BILLS IN THE AMOUNT OF \$53,488.66.

Yes – Adair, Frechette, Jackson, Pugh, Zimmerman

No – None

Absent – Bennett, Showalter

Motion carried

* * * * *

**MOTION BY PUGH, SECOND BY JACKSON, TO APPROVE THE VICTORIAN ART FAIR SPECIAL
EVENT PERMIT.**

Yes – Adair, Frechette, Jackson, Pugh, Zimmerman

No – None Absent – Bennett, Showalter Motion carried

*** * * * ***

**MOTION BY PUGH, SECOND BY ADAIR, TO APPROVE THE WEST BRANCH QUILT WALK BANNER
PERMIT.**

Yes – Adair, Frechette, Jackson, Pugh, Zimmerman

No – None Absent – Bennett, Showalter Motion carried

*** * * * ***

**MOTION BY ZIMMERMAN, SECOND BY JACKSON, TO APPROVE THE TITAN LEAF VAC QUOTE
AND BELL EQUIPMENT SOLE SOURCE VENDOR REQUEST.**

Yes – Adair, Frechette, Jackson, Pugh, Zimmerman

No – None Absent – Bennett, Showalter Motion carried

*** * * * ***

**MOTION BY JACKSON, SECOND BY FRECHETTE, TO APPROVE THE MINUTES AND SUMMARY
FROM THE MEETING HELD JULY 5, 2021.**

Yes – Adair, Frechette, Jackson, Pugh, Zimmerman

No – None Absent – Bennett, Showalter Motion carried

*** * * * ***

**MOTION BY JACKSON, SECOND BY ZIMMERMAN, TO RECEIVE AND FILE THE TREASURER’S
REPORT AND INVESTMENT SUMMARY; APPROVE THE JUNE MONTH END POLICE REPORT.**

Yes – Adair, Frechette, Jackson, Pugh, Zimmerman

No – None

Absent – Bennett, Showalter

Motion carried

* * * * *

MOTION BY PUGH, SECOND BY JACKSON, TO APPROVE CITY MANAGER DANTZER TO MAKE CHANGES TO THE HOLIDAY DAY'S OFF CALENDAR.

Yes – Adair, Frechette, Jackson, Pugh, Zimmerman

No – None

Absent –Bennett, Showalter

Motion carried

* * * * *

Member Adair stated that she had been attending the Summer Music Series concerts and has enjoyed them although attendance seemed to be down from last year.

Member Jackson asked Council to re-assess Marijuana being allowed in the City.

Manager Dantzer shared that he had received a phone call about West Branch native, Alex Rose participating in the Olympics and having the City of West Branch residents and businesses show their support.

* * * * *

Mayor Frechette adjourned the meeting at 6:56 pm.

Paul Frechette, Mayor

Amanda Stang, Clerk

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIRTUALLY ON MONDAY, JULY 19, 2021.

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

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

Absent: Members Bennett and Showalter.

Other officers present: City Manager Dantzer, City Clerk Stang, Police Chief Walters, and DPW Superintendent Killackey.

Everyone stood for the pledge of allegiance.

City Council presented Sandy Rabidue with a Proclamation for her work with the flowers throughout downtown.

Amelia Mitchell addressed Council regarding the wildlife that roams throughout the City and the diseases they produce.

Council approved excusing Members Bennett and Showalter from the July 19, 2021 meeting.

A Midnight Madness Softball Tournament Special Event permit was added as an addition to the Agenda.

Council approved a one-time allowance of the Midnight Madness Softball Tournament Special Event Permit which will take place after the allotted noise ordinance time frame.

Council approved bills in the amount of \$53,488.66.

Council approved a special event permit for the Victorian Art Fair.

Council approved a banner permit for the West Branch Quilt Walk.

Council approved the Titan Leaf Vac quote and Sole Source Vendor request.

Council approved the minutes and summary from the meeting held July 5, 2021.

Council approved the treasurer's report and investment summary and June month end police report.

Communications were shared.

Council approved allowing Manager Dantzer to make changes to the Holiday Day's off calendar.

Members Adair, Jackson and City Manager Dantzer all gave reports.

Mayor Frechette adjourned the meeting at 6:56 pm.

Consent Agenda

CASH SUMMARY BY BANK FOR WEST BRANCH
FROM 07/01/2021 TO 07/31/2021

Bank Code		Beginning Balance 07/01/2021	Total Debits	Total Credits	Ending Balance 07/31/2021
Fund	Description				
GEN1	GEN1 - GENERAL CHECKING				
101		509,754.02	136,494.48	172,621.31	473,627.19
150	CEMETERY PERPETUAL CARE	35,366.35	120.00	0.00	35,486.35
209	CEMETERY FUND	2,364.39	1,430.00	5,749.91	(1,955.52)
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	999.95	0.00	0.00	999.95
248	DDA OPERATING FUND	172,990.28	61,717.85	2,449.56	232,258.57
251	INDUSTRIAL PARK FUND	12,930.96	0.00	1,676.22	11,254.74
276	HOUSING RESOURCE FUND	182,015.35	943.51	0.00	182,958.86
318	SEWER DEBT FUND	7,433.59	32,338.43	53.72	39,718.30
319	WATER DEBT FUND	44,925.30	8,045.23	11.16	52,959.37
590	SEWER FUND	283,981.57	44,383.88	58,329.45	270,036.00
591	WATER FUND	545,407.88	46,764.31	14,740.13	577,432.06
592	WATER REPLACEMENT FUND	602,090.60	0.00	0.00	602,090.60
593	SEWER COLLECTION	196,148.19	8,249.39	4,553.79	199,843.79
561	EQUIPMENT FUND	113,422.52	17,480.76	28,875.42	102,027.86
704	PAYROLL CLEARING	(10,570.27)	109,964.53	74,544.36	24,849.90
705	IRONS PARK ENTERTAINMENT FUND	6,474.94	3,332.47	4,400.00	5,407.41
707	YOUTH SAFETY PROGRAM	15.00	0.00	0.00	15.00
	GEN1 - GENERAL CHECKING	2,705,750.62	471,264.84	368,005.03	2,809,010.43
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	627,808.22	17,984.03	9,206.19	636,586.06
203	LOCAL STREET FUND	305,243.63	10,540.64	3,800.82	311,983.45
	MAJOR/ LOCAL STREETS	933,051.85	28,524.67	13,007.01	948,569.51
PAY	PAYROLL				
704	PAYROLL CLEARING	55,392.82	78,446.93	113,493.69	20,346.06
	PAYROLL	55,392.82	78,446.93	113,493.69	20,346.06
CHEM	SAVINGS				
101		459,653.50	0.00	0.00	459,653.50
150	CEMETERY PERPETUAL CARE	1,681.43	0.00	0.00	1,681.43
251	INDUSTRIAL PARK FUND	244.68	0.00	0.00	244.68
571	COLLECTION REPLACEMENT FUND	0.65	0.00	0.00	0.65
591	WATER FUND	26,413.55	0.00	0.00	26,413.55
592	WATER REPLACEMENT FUND	19,791.06	0.00	0.00	19,791.06
593	SEWER COLLECTION	3,182.90	0.00	0.00	3,182.90
561	EQUIPMENT FUND	103,525.10	0.00	0.00	103,525.10
	SAVINGS	614,492.87	0.00	0.00	614,492.87
TAX	TAXES				
701	TAX AGENCY	11,496.05	470,070.01	271,204.62	210,361.44
	TAXES	11,496.05	470,070.01	271,204.62	210,361.44
	TOTAL - ALL FUNDS	4,320,184.21	1,048,306.45	765,710.35	4,602,780.31

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
 FROM 07/01/2021 TO 07/31/2021
 FUND: ALL FUNDS
 INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 07/01/2021	Total Debits	Total Credits	Ending Balance 07/31/2021
Fund 101					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	150,000.00	0.00	0.00	150,000.00
		<hr/>	<hr/>	<hr/>	<hr/>
		250,000.00	0.00	0.00	250,000.00
Fund 150 CEMETERY PERPETUAL CARE					
004.300	CERTIFICATE OF DEPOSIT C	114,701.74	0.00	0.00	114,701.74
004.400	CERTIFICATE OF DEPOSIT D	115,271.06	0.00	0.00	115,271.06
		<hr/>	<hr/>	<hr/>	<hr/>
	CEMETERY PERPETUAL CARE	229,972.80	0.00	0.00	229,972.80
Fund 251 INDUSTRIAL PARK FUND					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	25,000.00	0.00	0.00	25,000.00
		<hr/>	<hr/>	<hr/>	<hr/>
	INDUSTRIAL PARK FUND	125,000.00	0.00	0.00	125,000.00
Fund 661 EQUIPMENT FUND					
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
		<hr/>	<hr/>	<hr/>	<hr/>
	EQUIPMENT FUND	250,000.00	0.00	0.00	250,000.00
		<hr/>	<hr/>	<hr/>	<hr/>
	TOTAL - ALL FUNDS	854,972.80	0.00	0.00	854,972.80

PERIOD ENDING 07/31/2021
% Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET	07/31/2021 NORM (ABNORM)	MONTH 07/31/21 INCR (DECR)	NORM	ABNORM	% BDTG USED	
Fund 101									
Revenues									
Dept 000.000									
101-000.000-403.400	CURRENT PROPERTY TAX GEN.OP.	911,489.00	911,489.00	69,562.84	69,562.84	841,926.16	7.63		
101-000.000-404.400	CURRENT PROPERTY TAX REFUSE	182,384.00	182,384.00	13,918.27	13,918.27	168,465.73	7.63		
101-000.000-408.400	PERSONAL PROPERTY TAX LOSS REIMBURSEMENT	65,625.00	65,625.00	0.00	0.00	65,625.00	0.00		
101-000.000-446.400	PENALTIES AND INTEREST CUR.TA	9,000.00	9,000.00	3.00	3.00	8,997.00	0.03		
101-000.000-448.400	ADMINISTRATIVE FEES ON CUR.TA	33,272.00	33,272.00	2,689.71	2,689.71	30,582.29	8.08		
101-000.000-477.400	CABLE TV FRANCHISE FEES	37,200.00	37,200.00	0.00	0.00	37,200.00	0.00		
101-000.000-564.400	INDUSTRIAL PARK	1,000.00	1,000.00	83.33	83.33	916.67	8.33		
101-000.000-574.400	SALES (STATUTORY)	28,908.00	28,908.00	0.00	0.00	28,908.00	0.00		
101-000.000-575.400	REVENUE SHARING (CONSTITUTIONAL)	188,706.00	188,706.00	0.00	0.00	188,706.00	0.00		
101-000.000-577.400	LIQUOR LICENSE	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00		
101-000.000-590.400	SEWER FUND ADMINISTRATION	50,000.00	50,000.00	5,000.00	5,000.00	45,000.00	10.00		
101-000.000-590.401	SEWER COLLECTION ADMIN.	16,000.00	16,000.00	1,333.33	1,333.33	14,666.67	8.33		
101-000.000-591.400	WATER FUND ADMINISTRATION	20,000.00	20,000.00	1,666.67	1,666.67	18,333.33	8.33		
101-000.000-592.400	LOCAL STREET ADMIN. FEE	4,400.00	4,400.00	366.67	366.67	4,033.33	8.33		
101-000.000-593.400	MAJOR STREET ADMIN. FEE	9,500.00	9,500.00	791.67	791.67	8,708.33	8.33		
101-000.000-594.400	CEMETERY ADMIN. FEE	1,000.00	1,000.00	83.33	83.33	916.67	8.33		
101-000.000-597.400	DDA ADMINISTRATIVE	2,400.00	2,400.00	200.00	200.00	2,200.00	8.33		
101-000.000-661.400	MOTOR VEHICLE FUND	12,000.00	12,000.00	1,000.00	1,000.00	11,000.00	8.33		
101-000.000-664.400	INTEREST INCOME	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00		
101-000.000-672.400	VETERAN BANNER CONTRIBUTIONS	4,000.00	4,000.00	400.00	400.00	3,600.00	10.00		
101-000.000-695.400	MISCELLANEOUS	14,000.00	14,000.00	1,015.00	1,015.00	12,985.00	7.25		
101-000.000-695.405	REFUSE RECYCLING DONATIONS	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00		
Total Dept 000.000		1,602,884.00	1,602,884.00	98,113.82	98,113.82	1,504,770.18	6.12		
Dept 301.000 - POLICE DEPARTMENT									
101-301.000-578.400	IN-SERVICE TRAINING	700.00	700.00	0.00	0.00	700.00	0.00		
101-301.000-654.400	TRAFFIC BUREAU	2,000.00	2,000.00	150.00	150.00	1,850.00	7.50		
101-301.000-655.400	ACCIDENT REPORTS	350.00	350.00	25.00	25.00	325.00	7.14		
101-301.000-656.400	DISTRICT COURT FINES	4,500.00	4,500.00	783.90	783.90	3,716.10	17.42		
101-301.000-674.000	CONTRIBUTIONS AND DONATIONS	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00		
101-301.000-695.400	MISCELLANEOUS	250.00	250.00	0.00	0.00	250.00	0.00		
101-301.000-695.401	MISC. ED. & TRAINING 302	650.00	650.00	0.00	0.00	650.00	0.00		
Total Dept 301.000 - POLICE DEPARTMENT		11,450.00	11,450.00	958.90	958.90	10,491.10	8.37		
Dept 441.000 - PUBLIC WORKS DEPARTMENT									
101-441.000-673.400	DDA MAINTENANCE	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00		
101-441.000-695.400	MISCELLANEOUS	9,605.00	9,605.00	50.00	50.00	9,555.00	0.52		
101-441.000-695.410	MDOT REVENUE	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00		
Total Dept 441.000 - PUBLIC WORKS DEPARTMENT		37,605.00	37,605.00	50.00	50.00	37,555.00	0.13		
Dept 528.000 - SOLID WASTE									
101-528.000-674.000	CONTRIBUTIONS AND DONATIONS	5,000.00	5,000.00	809.10	809.10	4,190.90	16.18		
Total Dept 528.000 - SOLID WASTE		5,000.00	5,000.00	809.10	809.10	4,190.90	16.18		
Dept 721.000 - PLANNING AND ZONING									
101-721.000-657.400	PLANNING AND ZONING	750.00	750.00	375.00	375.00	375.00	50.00		

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 07/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 07/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101							
Revenues							
Total Dept 721.000 - PLANNING AND ZONING		750.00	750.00	375.00	375.00	375.00	50.00
Dept 751.000 - PARKS AND RECREATION							
101-751.000-405.400 RENT REVENUE - 5120		500.00	500.00	185.00	185.00	315.00	37.00
101-751.000-409.400 VENDING MACHINES		900.00	900.00	0.00	0.00	900.00	0.00
Total Dept 751.000 - PARKS AND RECREATION		1,400.00	1,400.00	185.00	185.00	1,215.00	13.21
TOTAL REVENUES		1,659,089.00	1,659,089.00	100,491.82	100,491.82	1,558,597.18	6.06
Expenditures							
Dept 000.000							
101-000.000-884.700 VETERAN BANNER EXPENSE		2,800.00	2,800.00	0.00	0.00	2,800.00	0.00
Total Dept 000.000		2,800.00	2,800.00	0.00	0.00	2,800.00	0.00
Dept 101.000 - LEGISLATIVE							
101-101.000-703.700 SALARIES AND WAGES		9,600.00	9,600.00	0.00	0.00	9,600.00	0.00
101-101.000-714.700 MANDATORY MEDICARE		140.00	140.00	0.00	0.00	140.00	0.00
101-101.000-715.700 SOCIAL SECURITY (EMPLOYER)		600.00	600.00	0.00	0.00	600.00	0.00
101-101.000-720.700 WORKERS COMPENSATION PREMIUM		10.00	10.00	0.00	0.00	10.00	0.00
101-101.000-811.700 MEMBERSHIP AND DUES		1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-101.000-865.700 PROFESSIONAL DEVELOPMENT		7,000.00	7,000.00	(150.00)	(150.00)	7,150.00	(2.14)
101-101.000-956.700 EXPENSES		1,750.00	1,750.00	71.99	71.99	1,678.01	4.11
Total Dept 101.000 - LEGISLATIVE		20,600.00	20,600.00	(78.01)	(78.01)	20,678.01	(0.38)
Dept 172.000 - CITY MANAGER'S OFFICE							
101-172.000-702.700 PROMOTION/BONUS		50.00	50.00	0.00	0.00	50.00	0.00
101-172.000-703.700 SALARIES AND WAGES		73,950.00	73,950.00	4,918.59	4,918.59	69,031.41	6.65
101-172.000-714.700 MANDATORY MEDICARE		1,080.00	1,080.00	71.32	71.32	1,008.68	6.60
101-172.000-715.700 SOCIAL SECURITY (EMPLOYER)		4,622.00	4,622.00	304.95	304.95	4,317.05	6.60
101-172.000-716.700 BC/BS HEALTH INSURANCE PREMIUM		19,450.00	19,450.00	1,610.89	1,610.89	17,839.11	8.28
101-172.000-717.700 LIFE INSURANCE PREMIUM		205.00	205.00	0.00	0.00	205.00	0.00
101-172.000-718.700 MERS RETIREMENT (EMPLOYER)		9,200.00	9,200.00	613.84	613.84	8,586.16	6.67
101-172.000-718.701 EMPLOYER DEFERED COMP.		1,200.00	1,200.00	78.92	78.92	1,121.08	6.58
101-172.000-719.700 LONG TERM DISABILITY		470.00	470.00	0.00	0.00	470.00	0.00
101-172.000-720.700 WORKERS COMPENSATION PREMIUM		318.00	318.00	20.57	20.57	297.43	6.47
101-172.000-724.700 UNEMPLOYMENT INS. BENEFIT		5.00	5.00	0.00	0.00	5.00	0.00
101-172.000-727.700 OPERATING SUPPLIES		1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-172.000-811.700 MEMBERSHIP AND DUES		1,100.00	1,100.00	0.00	0.00	1,100.00	0.00
101-172.000-853.700 TELEPHONE/RADIO COMMUNICATION		600.00	600.00	47.13	47.13	552.87	7.86
101-172.000-865.700 PROFESSIONAL DEVELOPMENT		5,500.00	5,500.00	0.00	0.00	5,500.00	0.00
101-172.000-941.700 EQUIPMENT RENTAL		1,000.00	1,000.00	83.33	83.33	916.67	8.33
101-172.000-956.700 EXPENSES		1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 172.000 - CITY MANAGER'S OFFICE		121,250.00	121,250.00	7,749.54	7,749.54	113,500.46	6.39
Dept 201.000 - INTERNAL SERVICES							
101-201.000-702.700 PROMOTION/BONUS		50.00	50.00	0.00	0.00	50.00	0.00
101-201.000-703.700 SALARIES AND WAGES		25,000.00	25,000.00	2,508.65	2,508.65	22,491.35	10.03

REVENUE AND EXPENDITURE REPORT FOR WEST BRANCH

PERIOD ENDING 07/31/2021

% Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE		ACTIVITY FOR	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2021-22 AMENDED BUDGET	07/31/2021 NORM (ABNORM)	MONTH 07/31/21 INCR (DECR)	BALANCE NORM (ABNORM)		
Fund 101								
Expenditures								
101-201.000-714.700	MANDATORY MEDICARE	365.00	365.00	36.38	36.38	328.62	9.97	
101-201.000-715.700	SOCIAL SECURITY (EMPLOYER)	1,563.00	1,563.00	155.53	155.53	1,407.47	9.95	
101-201.000-718.700	MERS RETIREMENT (EMPLOYER)	0.00	0.00	13.41	13.41	(13.41)	100.00	
101-201.000-718.701	EMPLOYER DEFERED COMP.	0.00	0.00	31.95	31.95	(31.95)	100.00	
101-201.000-720.700	WORKERS COMPENSATION PREMIUM	108.00	108.00	10.49	10.49	97.51	9.71	
101-201.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00	0.66	0.66	4.34	13.20	
101-201.000-727.700	OPERATING SUPPLIES	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00	
101-201.000-741.700	POSTAGE	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00	
101-201.000-801.700	CONTRACTUAL SERVICES	3,558.00	3,558.00	0.00	0.00	3,558.00	0.00	
101-201.000-811.700	MEMBERSHIP AND DUES	500.00	500.00	0.00	0.00	500.00	0.00	
101-201.000-865.700	PROFESSIONAL DEVELOPMENT	500.00	500.00	0.00	0.00	500.00	0.00	
101-201.000-901.700	PRINTING AND PUBLISHING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00	
101-201.000-956.700	EXPENSES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00	
Total Dept 201.000 - INTERNAL SERVICES		42,149.00	42,149.00	2,757.07	2,757.07	39,391.93	6.54	
Dept 209.000 - PROPERTY ASSESSMENT REVIEW								
101-209.000-703.700	SALARIES AND WAGES	950.00	950.00	0.00	0.00	950.00	0.00	
101-209.000-714.700	MANDATORY MEDICARE	15.00	15.00	0.00	0.00	15.00	0.00	
101-209.000-715.700	SOCIAL SECURITY (EMPLOYER)	60.00	60.00	0.00	0.00	60.00	0.00	
101-209.000-720.700	WORKERS COMPENSATION PREMIUM	5.00	5.00	0.00	0.00	5.00	0.00	
101-209.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00	0.00	0.00	5.00	0.00	
101-209.000-809.700	PROPERTY ASSESSMENT REVIEW	16,850.00	16,850.00	1,000.00	1,000.00	15,850.00	5.93	
101-209.000-865.700	PROFESSIONAL DEVELOPMENT	250.00	250.00	0.00	0.00	250.00	0.00	
Total Dept 209.000 - PROPERTY ASSESSMENT REVIEW		18,135.00	18,135.00	1,000.00	1,000.00	17,135.00	5.51	
Dept 215.000 - CITY CLERK								
101-215.000-702.700	PROMOTION/BONUS	50.00	50.00	0.00	0.00	50.00	0.00	
101-215.000-703.700	SALARIES AND WAGES	43,300.00	43,300.00	2,487.70	2,487.70	40,812.30	5.75	
101-215.000-714.700	MANDATORY MEDICARE	632.00	632.00	36.07	36.07	595.93	5.71	
101-215.000-715.700	SOCIAL SECURITY (EMPLOYER)	2,706.00	2,706.00	154.24	154.24	2,551.76	5.70	
101-215.000-716.700	BC/BS HEALTH INSURANCE PREMIUM	15,650.00	15,650.00	1,284.70	1,284.70	14,365.30	8.21	
101-215.000-717.700	LIFE INSURANCE PREMIUM	155.00	155.00	0.00	0.00	155.00	0.00	
101-215.000-718.700	MERS RETIREMENT (EMPLOYER)	750.00	750.00	45.28	45.28	704.72	6.04	
101-215.000-719.700	LONG TERM DISABILITY	1,005.00	1,005.00	0.00	0.00	1,005.00	0.00	
101-215.000-720.700	WORKERS COMPENSATION PREMIUM	186.00	186.00	10.41	10.41	175.59	5.60	
101-215.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00	0.00	0.00	5.00	0.00	
101-215.000-727.700	OPERATING SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00	
101-215.000-811.700	MEMBERSHIP AND DUES	60.00	60.00	0.00	0.00	60.00	0.00	
101-215.000-853.700	TELEPHONE/RADIO COMMUNICATIONS	600.00	600.00	0.00	0.00	600.00	0.00	
101-215.000-865.700	PROFESSIONAL DEVELOPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00	
101-215.000-956.700	EXPENSES	250.00	250.00	0.00	0.00	250.00	0.00	

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 07/31/2021 NORM (ABNORM)	ACTIVITY FOR MONTH 07/31/21 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101							
Expenditures							
Dept 253.000 - CITY TREASURER							
101-253.000-702.700	PROMOTION/BONUS	50.00	50.00	0.00	0.00	50.00	0.00
101-253.000-703.700	SALARIES AND WAGES	51,000.00	51,000.00	2,985.03	2,985.03	48,014.97	5.85
101-253.000-714.700	MANDATORY MEDICARE	745.00	745.00	43.29	43.29	701.71	5.81
101-253.000-715.700	SOCIAL SECURITY (EMPLOYER)	3,188.00	3,188.00	185.08	185.08	3,002.92	5.81
101-253.000-716.700	BC/BS HEALTH INSURANCE PREMIUM	6,000.00	6,000.00	478.84	478.84	5,521.16	7.98
101-253.000-717.700	LIFE INSURANCE PREMIUM	155.00	155.00	0.00	0.00	155.00	0.00
101-253.000-718.700	MERS RETIREMENT (EMPLOYER)	950.00	950.00	54.32	54.32	895.68	5.72
101-253.000-718.701	EMPLOYER DEFERED COMP.	1,200.00	1,200.00	78.92	78.92	1,121.08	6.58
101-253.000-719.700	LONG TERM DISABILITY	1,005.00	1,005.00	0.00	0.00	1,005.00	0.00
101-253.000-720.700	WORKERS COMPENSATION PREMIUM	219.00	219.00	12.48	12.48	206.52	5.70
101-253.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00	0.00	0.00	5.00	0.00
101-253.000-727.700	OPERATING SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00
101-253.000-803.700	AUDIT	38,500.00	38,500.00	0.00	0.00	38,500.00	0.00
101-253.000-811.700	MEMBERSHIP AND DUES	75.00	75.00	0.00	0.00	75.00	0.00
101-253.000-853.700	TELEPHONE/RADIO COMMUNICATIONS	600.00	600.00	0.00	0.00	600.00	0.00
101-253.000-865.700	PROFESSIONAL DEVELOPMENT	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-253.000-956.700	EXPENSES	250.00	250.00	0.00	0.00	250.00	0.00
101-253.000-956.800	BANKING FEES	2,400.00	2,400.00	0.00	0.00	2,400.00	0.00
Total Dept 253.000 - CITY TREASURER		107,842.00	107,842.00	3,837.96	3,837.96	104,004.04	3.56
Dept 262.000 - ELECTIONS							
101-262.000-704.700	WAGES - PART-TIME	960.00	960.00	0.00	0.00	960.00	0.00
101-262.000-714.700	MANDATORY MEDICARE	14.00	14.00	0.00	0.00	14.00	0.00
101-262.000-715.700	SOCIAL SECURITY (EMPLOYER)	60.00	60.00	0.00	0.00	60.00	0.00
101-262.000-720.700	WORKERS COMPENSATION PREMIUM	4.00	4.00	0.00	0.00	4.00	0.00
101-262.000-727.700	OPERATING SUPPLIES	560.00	560.00	0.00	0.00	560.00	0.00
101-262.000-801.700	CONTRACTUAL SERVICES	550.00	550.00	0.00	0.00	550.00	0.00
101-262.000-956.700	EXPENSES	200.00	200.00	0.00	0.00	200.00	0.00
Total Dept 262.000 - ELECTIONS		2,348.00	2,348.00	0.00	0.00	2,348.00	0.00
Dept 265.000 - MUNICIPAL PROPERTIES							
101-265.000-703.700	SALARIES AND WAGES	7,000.00	7,000.00	356.97	356.97	6,643.03	5.10
101-265.000-714.700	MANDATORY MEDICARE	102.00	102.00	5.16	5.16	96.84	5.06
101-265.000-715.700	SOCIAL SECURITY (EMPLOYER)	433.00	433.00	22.13	22.13	410.87	5.11
101-265.000-716.700	BC/BS HEALTH INSURANCE PREMIUM	1,000.00	1,000.00	97.11	97.11	902.89	9.71
101-265.000-718.700	MERS RETIREMENT (EMPLOYER)	74.00	74.00	3.10	3.10	70.90	4.19
101-265.000-720.700	WORKERS COMPENSATION PREMIUM	291.00	291.00	16.37	16.37	274.63	5.63
101-265.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00	0.00	0.00	5.00	0.00
101-265.000-727.700	OPERATING SUPPLIES	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00
101-265.000-801.700	CONTRACTUAL SERVICES	9,105.00	9,105.00	0.00	0.00	9,105.00	0.00
101-265.000-853.700	TELEPHONE/RADIO COMMUNICATION	2,600.00	2,600.00	224.95	224.95	2,375.05	8.65
101-265.000-922.700	PUBLIC UTILITIES	13,200.00	13,200.00	1,064.16	1,064.16	12,135.84	8.06
101-265.000-941.700	EQUIPMENT RENTAL	2,200.00	2,200.00	387.31	387.31	1,812.69	17.61
101-265.000-956.700	EXPENSES	50.00	50.00	0.00	0.00	50.00	0.00
Total Dept 265.000 - MUNICIPAL PROPERTIES		41,560.00	41,560.00	2,177.26	2,177.26	39,382.74	5.24
Dept 266.000 - LEGAL ASSISTANCE							
101-266.000-801.700	CONTRACTUAL SERVICES	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00
101-266.000-804.700	PROSECUTOR FEES	300.00	300.00	0.00	0.00	300.00	0.00

PERIOD ENDING 07/31/2021
% Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDTG USE
		ORIGINAL BUDGET	AMENDED BUDGET	07/31/2021 NORM (ABNORM)	MONTH 07/31/21 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101							
Expenditures							
101-266.000-956.700	EXPENSES	500.00	500.00	0.00	0.00	500.00	0.00
Total Dept 266.000 - LEGAL ASSISTANCE		26,800.00	26,800.00	0.00	0.00	26,800.00	0.00
Dept 284.000 - COMMUNITY PROMOTIONS							
101-284.000-703.700	SALARIES AND WAGES	3,515.00	3,515.00	124.74	124.74	3,390.26	3.55
101-284.000-710.700	OVERTIME	100.00	100.00	0.00	0.00	100.00	0.00
101-284.000-714.700	MANDATORY MEDICARE	51.00	51.00	1.82	1.82	49.18	3.57
101-284.000-715.700	SOCIAL SECURITY (EMPLOYER)	218.00	218.00	7.73	7.73	210.27	3.55
101-284.000-716.700	BC/BS HEALTH INSURANCE PREMIUM	1,339.00	1,339.00	97.11	97.11	1,241.89	7.25
101-284.000-718.700	MERS RETIREMENT (EMPLOYER)	37.00	37.00	1.59	1.59	35.41	4.30
101-284.000-720.700	WORKERS COMPENSATION PREMIUM	146.00	146.00	3.96	3.96	142.04	2.71
101-284.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00	0.00	0.00	5.00	0.00
101-284.000-801.700	CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-284.000-881.700	CHAMBER OF COMMERCE	350.00	350.00	0.00	0.00	350.00	0.00
101-284.000-882.700	RECOGNITION DINNER	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-284.000-884.700	VETERAN BANNER EXPENSE	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
101-284.000-901.700	PRINTING AND PUBLISHING	750.00	750.00	52.36	52.36	697.64	6.98
101-284.000-941.700	EQUIPMENT RENTAL	2,500.00	2,500.00	65.12	65.12	2,434.88	2.60
101-284.000-956.700	EXPENSES	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00
Total Dept 284.000 - COMMUNITY PROMOTIONS		22,511.00	22,511.00	354.43	354.43	22,156.57	1.57
Dept 299.000 - CITY SERVICES							
101-299.000-922.700	PUBLIC UTILITIES	36,500.00	36,500.00	121.67	121.67	36,378.33	0.33
101-299.000-980.700	HYDRANT RENTAL (TRANSFER TO WATER)	17,995.00	17,995.00	0.00	0.00	17,995.00	0.00
Total Dept 299.000 - CITY SERVICES		54,495.00	54,495.00	121.67	121.67	54,373.33	0.22
Dept 301.000 - POLICE DEPARTMENT							
101-301.000-702.700	PROMOTION/BONUS	250.00	250.00	0.00	0.00	250.00	0.00
101-301.000-703.700	SALARIES AND WAGES	242,119.00	242,119.00	13,008.67	13,008.67	229,110.33	5.37
101-301.000-705.700	CHIEF OF POLICE	66,085.00	66,085.00	4,337.04	4,337.04	61,747.96	6.56
101-301.000-706.700	COMMUNITY POLICING	100.00	100.00	0.00	0.00	100.00	0.00
101-301.000-708.700	SICK LEAVE PAYOUT	250.00	250.00	0.00	0.00	250.00	0.00
101-301.000-710.700	OVERTIME	8,500.00	8,500.00	748.18	748.18	7,751.82	8.80
101-301.000-713.700	EMP. HEALTH OPTION	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-301.000-714.700	MANDATORY MEDICARE	4,500.00	4,500.00	262.36	262.36	4,237.64	5.83
101-301.000-715.700	SOCIAL SECURITY (EMPLOYER)	19,078.00	19,078.00	1,121.83	1,121.83	17,956.17	5.88
101-301.000-716.700	BC/BS HEALTH INSURANCE PREMIU	35,230.00	35,230.00	2,600.15	2,600.15	32,629.85	7.38
101-301.000-717.700	LIFE INSURANCE PREMIUM	1,155.00	1,155.00	0.00	0.00	1,155.00	0.00
101-301.000-718.700	MERS RETIREMENT (EMPLOYER)	50,837.00	50,837.00	250.36	250.36	50,586.64	0.49
101-301.000-719.700	EMPLOYER DEFERED COMP.	7,500.00	7,500.00	394.60	394.60	7,105.40	5.26
101-301.000-720.700	LONG TERM DISABILITY	2,300.00	2,300.00	0.00	0.00	2,300.00	0.00
101-301.000-724.700	WORKERS COMPENSATION PREMIUM	8,359.00	8,359.00	477.25	477.25	7,881.75	5.71
101-301.000-727.700	UNEMPLOYMENT INS. BENEFIT	325.00	325.00	0.00	0.00	325.00	0.00
101-301.000-801.700	OPERATING SUPPLIES	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00
101-301.000-811.700	CONTRACTUAL SERVICES	10,000.00	10,000.00	66.08	66.08	9,933.92	0.66
101-301.000-817.700	MEMBERSHIP AND DUES	825.00	825.00	0.00	0.00	825.00	0.00
101-301.000-817.700	UNIFORMS	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
101-301.000-853.700	TELEPHONE/RADIO COMMUNICATION	5,000.00	5,000.00	342.96	342.96	4,657.04	6.86
101-301.000-941.700	EQUIPMENT RENTAL	9,500.00	9,500.00	750.00	750.00	8,750.00	7.89
101-301.000-955.700	DATA PROCESSING	4,500.00	4,500.00	50.00	50.00	4,450.00	1.11

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		ORIGINAL BUDGET	AMENDED BUDGET	07/31/2021 NORM (ABNORM)	MONTH 07/31/21 INCR (DECR)	NORM	ABNORM	% BDTG USED	
Fund 101									
Expenditures									
101-301.000-956.700	EXPENSES	950.00	950.00	0.00	0.00		950.00	0.00	
101-301.000-956.702	POLICE SAFETY EXPENSE	4,000.00	4,000.00	0.00	0.00		4,000.00	0.00	
101-301.000-956.707	FORFEITURE EXPENSE	400.00	400.00	0.00	0.00		400.00	0.00	
101-301.000-957.700	EDUCATION AND TRAINING LOCAL	5,000.00	5,000.00	0.00	0.00		5,000.00	0.00	
101-301.000-957.701	EDUCATION 302	1,000.00	1,000.00	0.00	0.00		1,000.00	0.00	
101-301.000-968.700	STING	3,000.00	3,000.00	0.00	0.00		3,000.00	0.00	
Total Dept 301.000 - POLICE DEPARTMENT		502,263.00	502,263.00	24,409.48	24,409.48		477,853.52	4.86	
Dept 336.000 - FIRE									
101-336.000-703.700	SALARIES AND WAGES	125.00	125.00	0.00	0.00		125.00	0.00	
101-336.000-714.700	MANDATORY MEDICARE	5.00	5.00	0.00	0.00		5.00	0.00	
101-336.000-715.700	SOCIAL SECURITY (EMPLOYER)	5.00	5.00	0.00	0.00		5.00	0.00	
101-336.000-720.700	WORKERS COMPENSATION PREMIUM	5.00	5.00	0.00	0.00		5.00	0.00	
101-336.000-975.700	BUDGETED PERCENTAGE	26,984.00	26,984.00	0.00	0.00		26,984.00	0.00	
Total Dept 336.000 - FIRE		27,124.00	27,124.00	0.00	0.00		27,124.00	0.00	
Dept 345.000 - CROSSING GUARDS									
101-345.000-702.700	PROMOTION/BONUS	50.00	50.00	0.00	0.00		50.00	0.00	
101-345.000-704.700	WAGES - PART-TIME	7,125.00	7,125.00	0.00	0.00		7,125.00	0.00	
101-345.000-714.700	MANDATORY MEDICARE	104.00	104.00	0.00	0.00		104.00	0.00	
101-345.000-715.700	SOCIAL SECURITY (EMPLOYER)	441.00	441.00	0.00	0.00		441.00	0.00	
101-345.000-718.700	MERS RETIREMENT (EMPLOYER)	10.00	10.00	0.00	0.00		10.00	0.00	
101-345.000-720.700	WORKERS COMPENSATION PREMIUM	235.00	235.00	0.00	0.00		235.00	0.00	
101-345.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00	0.00	0.00		5.00	0.00	
101-345.000-956.700	EXPENSES	100.00	100.00	0.00	0.00		100.00	0.00	
Total Dept 345.000 - CROSSING GUARDS		8,070.00	8,070.00	0.00	0.00		8,070.00	0.00	
Dept 441.000 - PUBLIC WORKS DEPARTMENT									
101-441.000-702.700	PROMOTION/BONUS	250.00	250.00	0.00	0.00		250.00	0.00	
101-441.000-703.700	SALARIES AND WAGES	65,000.00	65,000.00	5,452.79	5,452.79		59,547.21	8.39	
101-441.000-708.700	SICK LEAVE PAYOUT	200.00	200.00	0.00	0.00		200.00	0.00	
101-441.000-710.700	OVERTIME	1,700.00	1,700.00	0.00	0.00		1,700.00	0.00	
101-441.000-714.700	MANDATORY MEDICARE	974.00	974.00	79.06	79.06		894.94	8.12	
101-441.000-715.700	SOCIAL SECURITY (EMPLOYER)	4,129.00	4,129.00	338.05	338.05		3,790.95	8.19	
101-441.000-716.700	BC/BS HEALTH INSURANCE PREMIU	17,251.00	17,251.00	1,699.63	1,699.63		15,551.37	9.85	
101-441.000-717.700	LIFE INSURANCE PREMIUM	600.00	600.00	0.00	0.00		600.00	0.00	
101-441.000-718.700	MERS RETIREMENT (EMPLOYER)	51,476.00	51,476.00	82.48	82.48		51,393.52	0.16	
101-441.000-718.701	EMPLOYER DEFERED COMP.	3,570.00	3,570.00	234.79	234.79		3,335.21	6.58	
101-441.000-719.700	LONG TERM DISABILITY	1,820.00	1,820.00	0.00	0.00		1,820.00	0.00	
101-441.000-720.700	WORKERS COMPENSATION PREMIUM	2,480.00	2,480.00	194.46	194.46		2,285.54	7.84	
101-441.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00	0.00	0.00		5.00	0.00	
101-441.000-727.700	OPERATING SUPPLIES	7,000.00	7,000.00	321.12	321.12		6,678.88	4.59	
101-441.000-801.700	CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	0.00		2,500.00	0.00	
101-441.000-817.700	UNIFORMS	2,200.00	2,200.00	0.00	0.00		2,200.00	0.00	
101-441.000-853.700	TELEPHONE/RADIO COMMUNICATION	5,650.00	5,650.00	144.97	144.97		5,505.03	2.57	
101-441.000-865.700	PROFESSIONAL DEVELOPMENT	2,500.00	2,500.00	0.00	0.00		2,500.00	0.00	
101-441.000-941.700	EQUIPMENT RENTAL	12,000.00	12,000.00	1,560.14	1,560.14		10,439.86	13.00	
101-441.000-956.700	EXPENSES	600.00	600.00	0.00	0.00		600.00	0.00	

REVENUE AND EXPENDITURE REPORT FOR WEST BRANCH
PERIOD ENDING 07/31/2021
% Fiscal Year Completed: 8.49

GL NUMBER	DESCRIPTION	2021-22	2021-22	YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		ORIGINAL BUDGET	AMENDED BUDGET	07/31/2021 NORM (ABNORM)	07/31/21 INCR (DECR)	BALANCE	% BDGT USED		
Fund 101									
Expenditures									
101-751.000-703.700	SALARIES AND WAGES	24,500.00	24,500.00	2,064.65	2,064.65	22,435.35	8.43		
101-751.000-710.700	OVERTIME	3,650.00	3,650.00	229.58	229.58	3,420.42	6.29		
101-751.000-714.700	MANDATORY MEDICARE	411.00	411.00	33.28	33.28	377.72	8.10		
101-751.000-715.700	SOCIAL SECURITY (EMPLOYER)	1,742.00	1,742.00	142.24	142.24	1,599.76	8.17		
101-751.000-716.700	BC/BS HEALTH INSURANCE PREMIUM	4,750.00	4,750.00	485.60	485.60	4,264.40	10.22		
101-751.000-718.700	MERS RETIREMENT (EMPLOYER)	375.00	375.00	34.30	34.30	340.70	9.15		
101-751.000-720.700	WORKERS COMPENSATION PREMIUM	775.00	775.00	70.48	70.48	704.52	9.09		
101-751.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00	0.00	0.00	5.00	0.00		
101-751.000-727.700	OPERATING SUPPLIES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00		
101-751.000-801.700	CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00		
101-751.000-922.700	PUBLIC UTILITIES	6,000.00	6,000.00	422.09	422.09	5,577.91	7.03		
101-751.000-933.700	PLAYGROUND EQUIPMENT MAIN.	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00		
101-751.000-941.700	EQUIPMENT RENTAL	12,000.00	12,000.00	1,953.62	1,953.62	10,046.38	16.28		
Total Dept 751.000 - PARKS AND RECREATION		64,708.00	64,708.00	5,435.84	5,435.84	59,272.16	8.40		
Dept 851.000 - INSURANCE AND RISK MANAGEMENT									
101-851.000-716.700	BC/BS HEALTH INSURANCE PREMIU	959.00	959.00	119.00	119.00	840.00	12.41		
101-851.000-818.700	INS. PREMIUM - LIABILITY	14,536.00	14,536.00	14,164.51	14,164.51	371.49	97.44		
Total Dept 851.000 - INSURANCE AND RISK MANAGEMENT		15,495.00	15,495.00	14,283.51	14,283.51	1,211.49	92.18		
Dept 965.000 - TRANSFERS									
101-965.000-973.700	425 AGREEMENTS	22,000.00	22,000.00	0.00	0.00	22,000.00	0.00		
Total Dept 965.000 - TRANSFERS		22,000.00	22,000.00	0.00	0.00	22,000.00	0.00		
Dept 965.209 - TRANSFER TO CEMETERY									
101-965.209-999.701	TRANS. FROM ECON. ADVANCEMENT	16,411.00	16,411.00	0.00	0.00	16,411.00	0.00		
Total Dept 965.209 - TRANSFER TO CEMETERY		16,411.00	16,411.00	0.00	0.00	16,411.00	0.00		
TOTAL EXPENDITURES		1,672,937.00	1,672,937.00	78,770.91	78,770.91	1,594,166.09	4.71		
Fund 101:									
TOTAL REVENUES		1,659,089.00	1,659,089.00	100,491.82	100,491.82	1,558,597.18	6.06		
TOTAL EXPENDITURES		1,672,937.00	1,672,937.00	78,770.91	78,770.91	1,594,166.09	4.71		
NET OF REVENUES & EXPENDITURES		(13,848.00)	(13,848.00)	21,720.91	21,720.91	(35,568.91)	156.85		

REGULAR MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY
HELD IN PERSON AND VIRTUALLY AT THE WEST BRANCH CITY HALL, 121 N FOURTH ST.
ON TUESDAY, JUNE 22, 2021.

The meeting was called to order by Chairperson Samantha Fabbri at 12:00 pm.

Present: Anthony Bair (Roscommon COVID), Joanne Bennett, Joe Clark, Samantha Fabbri, Autum Hunter, Sandy Rabidue (arrived at 12:09), Erin Resteiner (West Branch COVID), Ken Walters, and Cathy Zimmerman.

Absent: None

Others present: City Manager John Dantzer and Ogemaw MEDC Director Mary Bickell

* * * * *

As an addition to the agenda, Tim Knutsen from Beckett and Raeder gave an update and presentation on the downtown streetscape designs. The main discussion revolved around the location of the trees and lights on the sidewalks, bump outs, concrete designs, and flower planting areas including the idea of hanging pots. Mr. Knutsen noted that he would have a more formal design and selection of furnishings to bring to the next meeting.

* * * * *

MOTION BY FABBRI, SECOND BY BENNETT, TO APPROVE THE MINUTES FROM THE MEETINGS HELD MAY 25, 2021.

Yes – Bair, Bennett, Clark, Fabbri, Hunter, Rabidue, Resteiner, Walters, and Zimmerman

No – None

Absent – None

Motion carried.

* * * * *

MOTION BY FABBRI, SECOND BY ZIMMERMAN, TO APPROVE BILLS IN THE AMOUNT OF \$3,396.76.

Yes – Bair, Bennett, Clark, Fabbri, Hunter, Rabidue, Resteiner, Walters, and Zimmerman

No – None

Absent – None

Motion carried.

* * * * *

Mary Bickell, of the Ogemaw MEDC, introduced herself to the Board and presented a flyer on the programs they were involved in this year. Ms. Bickell noted their focus was on

programs revolving around broadband, childcare, and business development. Ms. Bickell further noted that she would be happy to work with the DDA on any grant opportunities that may come up and the EDC is currently working on a revolving loan program for businesses.

* * * * *

Member Clark noted that some of the flowers that were left over from the Fireman's memorial planting were used at the rain garden behind the Creative Arts building. Mr. Clark also asked about the possibility of eliminating the parking spots in front of the rain garden during the spring and summer so people could see and enjoy the garden. Manager Dantzer noted he would speak to Council about it to get their feelings.

Member Bennett commended Member Rabidue for her work on this year's flowers.

Member Rabidue updated the Board on this year's flowers and noted the City DPW was doing a good job watering them. Member Rabidue also noted she was asked about the bench and flowers in front of the Riverwalk map that is below the Fireman's Memorial and the person thought they would be better served by moving them up to the Fireman's Memorial area. Chairperson Fabbri noted those were purchased with a grant obtained from the Realtors Association specifically for the new Riverwalk map area and they would most likely not want them moved. It was the consensus of the Board to leave the bench and flowers at the map area.

Chairperson Fabbri noted the issue brought up by Manager Dantzer including the City-wide garage sale weekend, Pocket Park fountain issues, downtown flower watering, blade signs, informational meetings, and in person meetings.

The DDA discussed making the weekend of the City-wide garage sales a bigger event including downtown sidewalk sales. It was the consensus of the Board that they were in support of having a bigger event that weekend.

The Board discussed issues with the Pocket Park fountain including the issue of the pump failing. It was the consensus to authorize to purchase the parts necessary to install a timer on the pump to try and increase the life of the pump with it being shut off from midnight till 7:00 am.

The Board discussed the watering of the downtown flowers and thought the City DPW was doing a good job. It was noted the City bought a new water tank and installed it on one of their gators but that it needed a new pump. It was the consensus of the Board to pay for a new pump.

The Board discussed having blade signs installed downtown. The discussion revolved around if the DDA would provide the bracket and the sign and if they wanted all signs to be the same or allow businesses to have their own design. It was the consensus of the Board

to look further into the blade sign idea and have Manager Dantzer reach out to Beckett and Raeder to get some ideas and see about incorporating the idea into their streetscape plans.

The Board discussed the two annual informational meetings that are required and the consensus was to hold them annually in July and December.

The Board discussed updates made by the DHSS in regards to the lifting of many COVID requirements. It was the consensus of the Board to have all meetings moving forward held in person with the option that it could be broadcasted virtually based on requests received from the public.

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The meeting was adjourned at 1:09 pm.

City of West Branch
121 N Fourth St
Board of Review
July 19, 2021

Chairman Peters called the July meeting of the City of West Branch Board of Review to order @ 11:00a.m. Present were Dale Peters, Michael Pugh, Jeffrey Godfrey , and Assessor Van Wormer
Public Comment: None

The following corrections were made to the 2018 tax roll:

PRE Exemptions:

052-155-002-00 100%

The following corrections were made to the 2019 tax roll:

PRE Exemptions:

052-155-002-00 100%

The following corrections were made to the 2020 tax roll:

PRE Exemptions:

052-155-002-00 100%

052-207-001-00 100%

The following corrections were made to the 2021 tax roll:

Clerical Errors:

Property Number	Original AV	Original TV	Revised AV	Revised TV
052-900-675-00	25,950	25,950	0	0
052-204-001-10 remove from old DDA and put in New DDA				

There being no further business before the board, the meeting was recessed @ 11:25a.m.

Respectfully submitted,

James Van Wormer, Secretary

Communications

Reports

Mayor

Council

City Manager

**Public
Comment
-Any
Topic**

Adjournment