



PROPOSED AGENDA
REGULAR MEETING OF THE LAKE ODESSA VILLAGE COUNCIL
MONDAY, AUGUST 16, 2021 - 7:00 P.M.
Page Memorial Building – Council Chambers
839 Fourth Avenue, Lake Odessa, Michigan 48849

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Approval of Agenda

V. Citizen Comment on Agenda Items:

Under the Open Meetings Act, any citizen may come forward at this time and make comment on items that appear on the agenda. Comments will be limited to five minutes per person. Anyone who would like to speak shall state his/her name and address for the record. Remarks should be confined to the question at hand and addressed to the chair in a courteous tone. No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak.

VI. Minutes: To approve the following Village Council meeting minutes:

- (a) Minutes from the Regular Council Meeting on July 19, 2021

VII. Bills:

- a) Approve bills equal to or less than \$3,000.00 each from 7/1//2021 to 7/31/2021
- b) Approve bills in excess of \$3,000.00 each, including:
 - i. Michigan Municipal League Liability and Property Pool – Annual Pool Renewal Premium -- \$31,053.00
 - ii. Service-Disabled Veterans General Contractors -- \$158,490.95 – Progress Pay for Water and Street Project (*Paid*)
 - iii. Municode – Village Website -- \$6,050.00 (*Paid*)

VIII. Consent Agenda

The following consent agenda will normally be adopted without discussion; however, at the request of any council member, any item may be removed from the consent agenda for discussion.

Reports and Minutes: To accept and file the following:

- a) Lake Odessa Zoning Administrator Monthly Report

- b) Lakewood Recreational Authority – July 2021 Minutes
- c) Lake Odessa Area Arts Commission – July 2021 Meeting Minutes
- d) Village of Lake Odessa Downtown Development Authority – May & June 2021 Meeting Minutes
- e) Village of Lake Odessa Planning Commission – March 2021 Meeting Minutes

IX. Departmental Reports:

- a) Village Manager’s Report
- b) Police Department
- c) Department of Public Works
- d) Finance Report

X. Committee Reports

- a) Personnel / Finance Committee
- b) Recreation / Special Projects Committee

XI. Presentations/ Legislative Update

- a) David DeHaan – Walker, Fluke, and Sheldon, PLLC – Presentation of the FY 2020-2021 Village Audit
- b) Mark Stoor, GEI Consultants, Inc – Ionia, Pearl, Pleasant, and Emerson Streets Watermain and Street Improvement Project Update

XII. Discussion Items

- a) Proposed Banner Policy for the Village of Lake Odessa
- b) Recommendation from the DDA for a 60-Day Extension of the Downtown Four-Way Stop

XIII. Public Hearing

- a) None

XIV. Unfinished Business

- a) None

XV. New Business:

- a) Proposed Resolution 2021-41: Approving, Authorizing, and Directing the Village President to Sign a Fireworks Permit for the Lake Odessa Fair for September 4, 2021
- b) Proposed Resolution 2021-42: Approving Pay Application #3 from Service-Disabled Veteran’s General Contracting (SDVGC) for the Water Main Improvement Project on Pearl, Pleasant, Ionia, And Emerson Streets
- c) Proposed Resolution 2021-43: Approving a Change Order for the Water Main Improvement Project on Pearl, Pleasant, Ionia, And Emerson Streets
- d) Proposed Resolution 2021-44: Approving, Authorizing, and Directing the Village Manager to Sign and Issue a Franchise Agreement to WOW! Internet, Cable, and Phone

XVI. Miscellaneous Correspondence:

- a) None

XVII. Trustee Comments

XVIII. Public Comment

Comments will be limited to five minutes per person. Anyone who would like to speak shall speak from the podium and state his/her name and address for the record.

XIX. Adjournment

Council Meeting Minutes

VILLAGE OF LAKE ODESSA
MINUTES
REGULAR COUNCIL MEETING
JULY 19, 2021
PAGE MEMROIAL BUILDING
839 FOURTH AVENUE
LAKE ODESSA, MICHIGAN 48849

Meeting called to order at 7:00 pm by Village President Banks.

Council present: President Karen Banks, President Pro Tem Mel McCloud, Trustee Michael Brighton, Trustee Carrie Johnson, Trustee Terri Cappon, Trustee Jennifer Hickey

Absent: Trustee Robert Young

Staff present: Patrick Reagan, Kathy Forman, Kendra Backing, Jesse Trout

Visitors present: Mark Stoor, GEI Consultants, Inc, Deb Aldrich, Allison Aldrich, Martha Johnson

APPROVAL OF THE AGENDA

Motion by McCloud, support by Johnson, to approve the agenda as submitted, with the excusal of Trustee Young. Motion carried unanimously by voice vote of members present, 6-0.

PUBLIC COMMENT ON AGENDA ITEMS

There was no public comment.

MINUTES

Motion by Cappon, support by Johnson, to approve the minutes from the following meetings:

- a) Minutes from the regular Council meeting on June 21, 2021

Motion carried unanimously by voice vote of members present, 6-0.

BILLS

Motion by Johnson, supported by Brighton, to approve expenditures equal to or less than \$3,000.00 for the period 6/1/2021 thru 6/31/2021. A roll call vote was called for by President Banks. Ayes: Johnson, Brighton, McCloud, Hickey, Cappon, Banks; No: None. Abstain: None; Absent: Young. Motion passes unanimously by members present, 6-0.

Motion by McCloud, supported by Cappon, to approve the bills in excess of \$3,000 as submitted. A roll call vote was called for by President Banks. Aye: McCloud, Cappon, Brighton, Johnson, Hickey, Banks; No: None; Abstain: None; Absent: Young. Motion passes unanimously by members present, 6-0.

CONSENT AGENDA

Motion by McCloud, supported by Brighton to approve the consent agenda, as follows:

- a) Lake Odessa Zoning Administrator Monthly Report
- b) Lake Odessa Area Arts Commission – June 2021 minutes
- c) Lakewood Recreational Authority – June 2021 Minutes

A roll call vote was called for by President Banks. Aye: McCloud, Brighton, Hickey, Johnson, Cappon, Banks; No: None; Abstain: None; Absent: Young. Motion passes unanimously by members present, 6-0.

DEPARTMENTAL REPORTS

Manager's Report: Reagan discussed New Business items on the agenda.

DPW: Report submitted.

Police: No report submitted.

Finance: Report submitted. Forman discussed the audit and Village taxes.

COMMITTEE REPORTS:

Personnel/Finance Committee: Banks stated that the Personnel and Finance Committee has been meeting to work on the employee handbook.

Recreation/ Special Projects Committee: No report.

PRESENTATIONS/ LEGISLATIVE UPDATE

Mark Stoor – GEI Consultants, Inc – Stoor updated the Council on the watermain/ street project currently taking place on Ionia, Pearl, Pleasant, and Emerson Streets. Stoor also discussed the current change order for the project.

PUBLIC HEARINGS

There were no public hearings.

DISCUSSION ITEMS

Deb Aldrich, on behalf of the VFW Auxiliary, outlined their proposal for hanging banners of community Veterans on the lightpoles in the community. Aldrich stated that she would like to see these hung for the month of November, that the cost of purchasing the banners would be covered by sponsorships from the family of Veterans. Discussion took place. All agreed that this was a great idea but needs to be looked into further. Reagan noted that any installation would be performed by the DPW, not volunteers. Reagan also stated that while he believes this is a very good idea and would be a positive for the community, he also cautioned that this could be both precedent setting and could lead to other parties wanting to have the banner of their cause put up as well.

Motion by Banks, supported by McCloud, to have the Village Manager to research and submit a draft copy of policy for the Council to discuss for the August 2021 meeting. A roll call vote was called for by Banks. Aye: Banks, McCloud, Hickey, Johnson, Cappon, Brighton; No: None; Abstain: None; Absent: Young. Motion approved unanimously by members present, 6-0.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Proposed Resolution 2021-36: Authorizing Permit Parking During Art in the Park on Saturday, August 7, 2021

Motion by Johnson, supported by Cappon, to approve Proposed Resolution 2021-36. Roll call vote. Yes: Johnson, Brighton, Cappon, Hickey, McCloud, Banks; No: None; Absent: Young; Abstain: None. Motion passed unanimously, 6-0.

Proposed Resolution 2021-37: Approving Pay Application #2 from Service-Disabled Veteran's General Contracting (Brighton McCloud, supported by Brighton, to approve Proposed Resolution 2021-32. Roll call vote. Yes: Young, Johnson, Brighton, Cappon, Hickey, McCloud, Banks; No: None; Absent: None; Abstain: None. Motion passed unanimously

Motion by Brighton, supported by Cappon, to approve Proposed Resolution 2021-37. Roll call vote. Yes: Brighton, Cappon, Johnson, Hickey, McCloud, Banks; No: None; Absent: Young; Abstain: None. Motion passed unanimously, 6-0.

Proposed Resolution 2021-38: Approving the Change Order for the Water Main Improvement Project on Pearl, Pleasant, Ionia, And Emerson Streets

Motion by McCloud, supported by Brighton, to adopt Proposed Resolution 2021-38. Roll call vote. Yes: McCloud, Brighton, Cappon, Johnson, Hickey, Banks; No: None; Absent: Young; Abstain: None. Motion passed unanimously, 6-0.

Proposed Resolution 2021-39: Approval to Accept the Resignation of Lisa Williams from the Village of Lake Odessa Planning Commission

Motion by Cappon, supported by McCloud, to approve Proposed Resolution 2021-39: Roll call vote. Yes: Cappon, McCloud, Johnson, Hickey, Brighton, Banks; No: None; Absent: Young; Abstain: None. Motion passed unanimously, 6-0.

Proposed Resolution 2021-40: Approving the Purchase of New Garage Doors for the DPW Building on Jordan Lake Street

Motion by Johnson, supported by Brighton, to approve Proposed Resolution 2021-40. Roll call vote. Yes: Johnson, Brighton, Cappon, Hickey, Johnson, Banks; No: None; Absent: Young; Abstain: None. Motion passed unanimously, 6-0.

MISCELLANEOUS CORRESPONDENCE

- a) Notice of Hearing of Practicability and Review of Jordan Lake Special Assessment Roll
- b) Letter of Appreciation for Downtown Four-Way Stop – George McClellan – Lake Odessa Antique Mall

TRUSTEE COMMENTS

Brighton – No comment.

Johnson – No comment.

Cappon – No comment.

Young – No Comment.

Hickey – No comment.

McCloud – No comment.

Banks – Banks thanked Reagan, Trout, and the DPW staff for installing the monitor in the Council Chambers. Banks also invited everyone to the annual “Art in the Park” on Saturday, August 7, 2021.

PUBLIC COMMENT

None

ADJOURNMENT

Motion by Cappon, supported by Banks, to adjourn the meeting at 7:42 pm, supported by Brighton, to adjourn the meeting at 7:47 pm. Motion carried by voice vote of members present, 6-0.

Meeting adjourned at 7:42 pm.

Respectfully submitted,

Patrick T. Reagan
Village Manager/ Village Clerk

Purchases Over \$3,000.00



michigan municipal league

**MICHIGAN MUNICIPAL LEAGUE
LIABILITY AND PROPERTY POOL**
P.O. Box 972067, Ypsilanti, Michigan 48197-0835
(248) 358-1100, (800) 482-2726

INVOICE

Village of Lake Odessa
839 Fourth Ave.,
Lake Odessa, MI 488491077

Customer #: 5001410
Policy Term: 06/01/2021 - 06/01/2022
Invoice Date: 04/15/2021
Invoice #: 2126206

Payment Enclosed: \$ _____

PLEASE MAKE CHECKS PAYABLE TO MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

FOR PROPER CREDIT PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT FOR THE TOTAL AMOUNT DUE

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
P.O. Box 972067, Ypsilanti, Michigan 48197-0835
(248) 358-1100, (800) 482-2726

TRANSACTION EFFECTIVE DATE	POLICY NUMBER	DESCRIPTION	AMOUNT
06/01/2021	MML001445519	Pool Renewal Premium	\$31,053
Total Amount Due			\$31,053

*OK to Pay
PTK
7/2/21*

*591-536-822 - \$15,500
101-301-820.001 = 8,003.60
101-441-820.001 = 7,550.00*

PREMIUM DUE ON EFFECTIVE DATE SHOWN ABOVE.
NO RECEIPT WILL BE SENT UNLESS REQUESTED.
There will be a 3% late charge on any invoices 30 days past due.

Village Of Lake Odessa
Premium Breakdown as of:
June 1, 2021

Liability

Limit of Liability \$ 5,000,000	
Lakewood Recreational Authority	\$100.00
Public Officials Errors & Omissions	\$7,127.00
Police Professional	\$5,370.00
General Liability	\$4,862.00
Mml235 Milepost Ch-120.12	\$900.00
Total Liability	\$18,359.00

Property

Salt Shed	\$8.00
Dpw Bldg.	\$124.00
Signage, Bollards, Benches	\$5.00
Beach House	\$5.00
Beach House	\$130.00
Playground Equip., Lighting, Benches, Picnic Tables, Etc.	\$38.00
Well Station #2	\$85.00
Apartment & Storage	\$140.00
Village Hall	\$712.00
Flagpole, Signage, Benches, Generator	\$60.00
Playground Equip., Signage, Picnic Tables, Pavilion	\$51.00
Restrooms	\$86.00
Play Set Stations, Swing Sets, Tire Swing	\$138.00
Chapel	\$2.00
Chapel	\$21.00
Dpw Garage	\$162.00
Settlers Corner	\$11.00
Iron Removal Plant	\$1,655.00
Generator	\$148.00
Water Tower	\$1,089.00
Pavilion	\$23.00

Village of Lake Odessa
Premium Breakdown as of:
June 1, 2021

Property

Floating Dock	\$20.00
Fire Station	\$486.00
Siren, Signage, Lighting	\$15.00
Water Tower	\$1,170.00
Street Lighting, Benches, Signage	\$28.00
Electronic Data Processing	\$49.00
Trailers	\$2.00
Radio Equipment	\$15.00
(2) Speed Boards	\$8.00
Contractors Equipment	\$547.00
Seasonal Docking System	\$219.00
Miscellaneous Equipment Golf Carts	\$20.00
Total Property	\$7,272.00

Crime

Position Bond A	\$25.00
Position Bond B	\$38.00
Employee Dishonesty Including Faithful Performance	\$125.00
Total Crime	\$188.00

Automobile

(7) Vehicles	\$5,234.00
Total Automobile	\$5,234.00

TOTAL ANNUAL POOL PREMIUM	\$31,053.00
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MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Additional Interests Schedule for the Village of Lake Odessa
as of 6/1/2021

Village Of Lake Odessa
839 Fourth Ave.
Lake Odessa, MI 48849-1077

Policy #: MML001445519
Effective From: 6/1/2021 to 6/1/2022

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

Additional Interest's Name	Coverage
Bmo Harris Bank N.a., & Its Succ & Assigns	Auto
Csx Transportation, Inc.	General Liability
Deere Credit, Inc. Isaoa	Inland Marine and General Liability
Lakewood Recreational Authority, C/o Village Of Lake Odessa	General Liability

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Crime Schedule for the Village of Lake Odessa
as of 6/1/2021

Village Of Lake Odessa
 839 Fourth Ave.
 Lake Odessa, MI 48849-1077

Michigan Municipal League Liability
 and Property Pool
 PO Box 2054
 Southfield, MI 48037-2054

Policy #: MML001445519
 Effective From: 6/1/2021 to 6/1/2022

DESCRIPTION	LIMITS	DEDUCTIBLE
Depositors Forgery	\$100,000	\$0
Employee Dishonesty	\$100,000	\$0
Money/Securities Loss Inside	\$100,000	\$0
Money/Securities Loss Outside	\$100,000	\$0
Money Orders/Counterfeit	\$100,000	\$0
Computer Fraud	\$100,000	\$0
Funds Transfer Fraud	\$100,000	\$0
Impersonation Fraud	\$100,000	\$0
<u>Bonds</u>		
Bond A: Clerk / Treasurer	\$100,000	N/A
Bond B: Village Manager, Village President, Clerk/treasurer With Respect To Usda Rural Development Revenue Bond, Water System Improvements	\$151,000	N/A

Total Number of Bonds = 2



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 2

To (Owner):	Village of Lake Odessa	Application Period:	6/4/21-7/9/21	Application Date:	7/13/2021
Project:	Lake Odessa Water System Improvements	From (Contractor):	Service Disabled Veterans General Contracting	Via (Engineer):	GRI Consultants
Owner's Contract No.:		Contractor's Project No.:		Engineer's Project No.:	1904446

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents

Contractor Signature: *[Signature]* Date: 7/14/21
 By: *Shawna Mills* PROJECT MANAGER

Payment of: \$158,490.95 (Line 8 or other - attach explanation of the other amount)
 is recommended by: *[Signature]* (Engineer) 07/14/21 (Date)
 Payment of: \$158,490.95 (Line 8 or other - attach explanation of the other amount)
 is approved by: *[Signature]* (Owner) 7/21/21 (Date)
 Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

202-249-988,001 - 25% 26% - 41,207.65
 203-449-988,001 - 22% 22% - 34,868.01
 204-446-988,001 - 21% - 33,283.10
 591-536-931,809 - 31% - 49,192.19



Progress Estimate - Unit Price Work

Contractor's Application

For Contract: Lake Okechobee Water System Improvements

Application Number: 2

Application Period: 6/01/21-7/09/21

Application Date: 7/13/2021

Bid Item No.	Item Description	Contract Information			B				C				D		E		F	
		Item Quantity	Units	Unit Price	Total Value of Item (\$)	Pay App #1	Pay App #2	Pay App #3	Pay App #4	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (G - F)			
M0110	Mobilization (5% of Total Base Bid Maximum)	1.00	LSHM	\$ 37,000.00	\$37,000.00	0.5	0.5			1	\$37,000.00		\$37,000.00	100.0%	\$0.00			
M0210	Contractor Staking	1.00	LSHM	\$ 12,000.00	\$12,000.00	0.5				0.5	\$6,000.00		\$6,000.00	50.0%	\$6,000.00			
M0310	Maintaining Traffic	1.00	LSHM	\$ 2,810.00	\$2,810.00	1				1	\$2,810.00		\$2,810.00	100.0%	\$0.00			
M0410	Utility Exposure	60.00	LSHM	\$ 210.00	\$12,600.00		14			14	\$2,910.00		\$2,910.00	23.3%	\$9,690.00			
M0510	Soil Erosion and Sedimentation Control	1.00	LSHM	\$ 4,200.00	\$4,200.00	0.5				0.5	\$2,100.00		\$2,100.00	50.0%	\$2,100.00			
M0610	Utility Pole Bracing	3.00	EACH	\$ 1,000.00	\$3,000.00					1	\$4,068.75		\$4,068.75	100.0%	\$0.00			
M0710	Pre-Construction Surface Widening	1.00	LSHM	\$ 4,068.75	\$4,068.75	1				1	\$4,068.75		\$4,068.75	100.0%	\$0.00			
M0810	Trunk and Recycling Relocation	1.00	LSHM	\$ 500.00	\$500.00													
M0910	Prevent Removal	893.00	SYM	\$ 1.97	\$1,645.34	8352				8352	\$16,453.44		\$16,453.44	100.0%	\$80,400.00			
R0002	Structure Undercutting and Backfill	3000.00	CUB	\$ 28.80	\$80,400.00													
R0010	Remove Concrete Sidewalk, Ramp & Drive Approach	384.00	SYM	\$ 3.98	\$1,521.18					47	\$2,597.22		\$2,597.22	97.9%	\$9,122.50			
R0120	Remove Concrete Curb and/or Fender	1.28	LFT	\$ 4.50	\$5,562.00													
R0135	Tree Removal	1.50	SYM	\$ 250.00	\$375.00													
R0210	Shoebase MDOOT Class II, 12" (CLP)	8283.00	SYM	\$ 10.30	\$86,028.60													
R0310	Aggregate Base Under Bit, MDOOT 22A, 8" (CLP)	8283.00	SYM	\$ 10.21	\$85,273.92													
R0410	Imported French Backfill (CLP)	1287.00	CUB	\$ 13.20	\$18,969.40	467	955			1432	\$18,902.40		\$18,902.40	99.7%	\$66.00			
R0510	Imported BX, 120' Grouped	8320.00	SYM	\$ 3.50	\$29,120.00													
R0710	Bittumous Mixture, MDOOT 13A - Leaching Course (2.5")	1299.00	SYM	\$ 68.30	\$92,805.00													
R0720	Bittumous Mixture, MDOOT 13A - Top Course (1.5")	720.00	SYM	\$ 77.86	\$61,730.80													
R0740	2" Bittumous Driveway Approach, MDOOT 13A	1.00	SYM	\$ 682.50	\$682.50													
R075	Bittumous Curbing	994.00	LFT	\$ 1.05	\$988.70													
R0810	Gravel Driveway Approach, MDOOT 23A, 6" (CLP)	229.00	SYM	\$ 9.00	\$2,055.00													
R0821	Aggregate Shoulder Course, MDOOT 23A, 6" (CLP)	728.00	SYM	\$ 12.50	\$9,100.00													
R0810	Concrete Sidewalk, 4"	2400.00	SYM	\$ 3.62	\$8,688.00													
R0915	Concrete Sidewalk, Paver	70.00	SYM	\$ 49.00	\$3,430.00													
R0920	Concrete Sidewalk Ramp, w/Drainable Warning Strip	120.00	SYM	\$ 12.81	\$1,537.20													
R0930	Concrete Driveway Approach, 6"	693.00	SYM	\$ 4.46	\$3,050.14													
R0840	Concrete Curb and Gutter	1.28	LFT	\$ 14.70	\$18,609.60													
R1100	Prevent Markings	1.50	SYM	\$ 1,200.00	\$1,200.00													
R0110	8" SDR-26 PVC Sanitary Sewer Main	15.00	LFT	\$ 88.15	\$1,322.25													
R0130	12" SDR-26 PVC Sanitary Sewer Main	38.00	LFT	\$ 110.49	\$4,198.62													
R0140	Connect to Existing Sanitary Sewer Main	4	EA	\$ 794.30	\$3,177.20													
R0110	4" CPV Storm Sewer Main	95.00	LFT	\$ 48.83	\$4,638.85													
R0130	4" SDR-26 PVC Storm Sewer Main	15.00	LFT	\$ 49.36	\$740.40													
R0140	4" SDR-26 PVC Storm Sewer Main	48.00	LFT	\$ 58.26	\$2,795.28													
R0200	Precast Drainage Structure, 48" Diameter	394.00	SYM	\$ 55.39	\$21,823.66		357			357	\$20,338.13		\$20,338.13	93.1%	\$1,485.53			
R0300	Drainage Structure Cover	10.00	EA	\$ 782.04	\$7,820.40		3			3	\$13,518.00		\$13,518.00	30.0%	\$4,302.40			
R0400	Adjust Structure Cover	5.00	EA	\$ 275.00	\$1,375.00		3			3	\$2,347.52		\$2,347.52	30.0%	\$1,027.48			
D0910	Connect to Existing Storm Sewer Main	1.00	EA	\$ 821.30	\$821.30													
D0920	Connect to Existing Storm Sewer Manhole	3.00	EA	\$ 865.50	\$2,596.50		1			1	\$865.50		\$865.50	33.3%	\$1,731.00			
D0930	Connect to Existing Catch Basin Land	9.00	EA	\$ 610.20	\$5,491.80		1			1	\$610.20		\$610.20	11.1%	\$4,881.60			
W0110	6" Wademan	108.00	LFT	\$ 47.86	\$4,923.58		31			31	\$1,485.66		\$1,485.66	30.1%	\$3,437.92			
W0210	8" Wademan	2,828.00	LFT	\$ 52.71	\$149,116.59		324			324	\$33,808.90		\$33,808.90	26.2%	\$63,307.69			
W0410	8" R30TY w/BWS	9.00	EA	\$ 1,798.66	\$16,187.74		5			5	\$10,709.16		\$10,709.16	60.7%	\$5,478.58			
W0810	8" - DJ Bed	26.00	EACH	\$ 495.63	\$12,886.38		2			2	\$1,088.89		\$1,088.89	11.5%	\$11,797.49			
W1110	8" x 6" Tee	7.00	EACH	\$ 853.03	\$5,971.21		1			1	\$853.03		\$853.03	14.7%	\$5,118.18			

Progress Estimate - Unit Price Work

Contractor's Application

For Contract / Lake Okauch Water System Improvements

Application Number 2

Application Period 6/1/21-7/9/21

Application Date 7/13/2021

Bid Item No.	Item Description	Item Quantity	Contract Information		Total Value of Item (\$)	Prog App #1	Prog App #2	Prog App #3	Prog App #4	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (a) to (c)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
			Unit Price	Units											
W-1110	8" x 8" Tee	3 EACH	\$	911.66	\$2,735.04	1	3			4	\$3,646.72		\$3,646.72	133.3%	-\$911.66
W-2210	8" x 8" Reducer	1 EACH	\$	453.80	\$453.80					1	\$539.37		\$539.37	12.3%	\$453.80
W-2510	Cut and Cap Existing Watermain	8 EACH	\$	598.37	\$4,786.96		1			1	\$3,775.59		\$3,775.59	20.0%	\$1,011.37
W-2520	Connect to Existing Watermain	5 EACH	\$	1,077.05	\$5,385.25		1			1	\$3,107.05		\$3,107.05	20.0%	\$1,278.20
W-2530	Watermain Crossing	3 EACH	\$	820.84	\$2,462.52										\$2,462.52
W-2540	Trench Undercut and Backfill	320 CWD	\$	86.13	\$21,161.60					2	\$8,486.66		\$8,486.66	28.0%	\$21,161.60
W-2610	Hydrant Assembly	7 EACH	\$	4,243.33	\$29,703.31		2						\$8,486.66		\$21,216.65
W-2620	Remove Existing Hydrant	3 EACH	\$	477.00	\$1,431.00										\$1,431.00
W-2630	Abandon Existing Valve Box	3 EACH	\$	200.00	\$600.00										\$600.00
W-2680	1" Type K Copper Water Service	1,059 LFT	\$	28.88	\$28,288.58		65			66	\$1,772.76		\$1,772.76	6.3%	\$26,515.82
W-2690	1" Type K Copper Water Service	31 LFT	\$	40.21	\$1,246.51										\$1,246.51
W-2694	Non-Standard Water Service Replacement	38 EACH	\$	1,015.66	\$35,598.10					2	\$824.30		\$824.30	5.9%	\$35,548.10
W-2692	1" Corporation Stop	34 EACH	\$	412.15	\$14,113.10		2			2	\$824.30		\$824.30	5.9%	\$13,288.80
W-2610	1" Corporation Stop	1 EACH	\$	800.82	\$800.82										\$800.82
W-2610	1" Corporation Stop	34 EACH	\$	1,015.66	\$32,205.84		2			2	\$1,311.52		\$1,311.52	5.9%	\$31,994.32
W-2610	1" Corporation Stop	34 EACH	\$	655.75	\$928.75										\$928.75
W-2610	1" Corporation Stop	34 EACH	\$	928.75	\$928.75										\$928.75
W-2610	1" Corporation Stop	34 EACH	\$	1,017.54	\$31,553.02					2	\$879.68		\$879.68	5.7%	\$31,514.72
W-2610	1" Corporation Stop	34 EACH	\$	439.84	\$15,304.40										\$15,304.40
W-2610	1" Corporation Stop	34 EACH	\$	3.98	\$135.18										\$135.18
W-2610	1" Corporation Stop	34 EACH	\$	3.85	\$130.90										\$130.90
W-2610	1" Corporation Stop	34 EACH	\$	3,360.00	\$114,000.00		1			1	\$3,360.00		\$3,360.00	100.0%	
W-2610	1" Corporation Stop	34 EACH	\$	1,486.00	\$50,520.00		1			1	\$1,486.00		\$1,486.00	100.0%	
W-2610	1" Corporation Stop	34 EACH	\$	51.71	\$1,758.14		9			9	\$653.39		\$653.39	100.0%	
W-2610	1" Corporation Stop	34 EACH	\$	1,220.00	\$41,480.00		1			1	\$1,220.00		\$1,220.00	100.0%	
W-2610	1" Corporation Stop	34 EACH	\$	365.28	\$12,119.52		2			2	\$770.56		\$770.56	100.0%	
W-2610	1" Corporation Stop	34 EACH	\$	55.26	\$1,878.84		104			104	\$5,747.04		\$5,747.04	100.0%	
Totals					\$1,107,572.78						\$263,024.86		\$263,024.86	50.2%	\$844,547.92

municode



P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633

INVOICE

Page 1

Bill To:

Lake Odessa, Michigan
treasurer@lakeodessa.org *Kathy Forman
839 4th Ave
Lake Odessa, MI 48849

Invoice Number	00361261
Invoice Date	7/15/2021
PO Number	
Customer ID	70-727
Payment Terms	Net 30

Quantity	Description	Unit Price	Extended Price
1	WEBSITE BASE FEATURES - Installment payment (year 1 of 4)	\$2,450.000	\$2,450.00
1	INITIAL WEBSITE HOSTING, MAINTENANCE, SUPPORT	\$3,600.000	\$3,600.00
7/01/2021 - 6/30/2022			
			Total Credit
LESS CREDIT ON ACCOUNT			\$0.00

*Ok to pay
FK
7/15/21*

*101-101-890.000
Community Promotion*



Would you like to receive future invoices via email? Please send an email to finance@municode.com to enroll in emailed invoices! Please include your Customer ID and the email address(es) you would like to be included in future invoices.

EFT Payment Instructions
Bank Name: Hancock Whitney Bank
ABA Routing Number: 0210-5205-3
Account Number: 22937310
Account Name: Municipal Code Corporation

Check Payment Instructions
Payee: Municode
Mailing Address: PO Box 2235
Tallahassee, FL 32316-2235
FEIN: 59-0649026

Subtotal	\$6,050.00
Discount	\$0.00
Freight	\$0.00
Tax	\$0.00
Total	\$6,050.00

Consent Agenda

Lake Odessa Village
Zoning Administrator Report
July 2021

Permits:

On 7-13-21 I approved a zoning permit to Lakewood Estates of 1615 Tupper Lake St for a new sign of 18" by 96" to be placed in the grass boulevard area of the entrance.

Supplemental:

Miscellaneous

Phone calls involved various appraisers checking on the zoning classification of assorted parcels. Other questions involved various questions regarding setbacks, fences, pools and permits.

The Planning Commission met on July 28 to discuss several ordinance amendments that they are working on. The language for amending the mobile home park sections will be prepared to send to the State for review. Work will continue at the next meeting.

821 Fourth Ave
Others are looking at the building, but it needs lots of work.

MEETING OF THE LAKEWOOD RECREATIONAL AUTHORITY WAS HELD ON July 12, 2021

Meeting called to order by Chairperson Carolyn Mayhew at 1:00 pm

Pledge of Allegiance

Roll call by Recording Secretary Edith Farrell - Present: Mayhew, Bulling, Reagan, Rohrbacher, Farrell, Cappon Absent: Nurenberg

Approval of Agenda

Motion - Farrell

Support-Cappon

Motion carried unanimously by voice vote of members present.

Citizen Comment on Agenda Items - none

Minutes

Motion - Cappon

Support by Mayhew to approve the June 7, 2021 regular meeting minutes.

Motion carried unanimously by voice vote of members present.

Bills - no bills at this time.

Presentations/Reports

A. Doug Suntken - Lakewood Wastewater Authority and John Willemin with Fishbeck

- John Willemin reported that the EGLE permit to cross Tupper Creek with the pedestrian bridge and utility trussell attached was under GEI and if the pedestrian bridge did not proceed, there would be an issue with the permit.
- Mark Stoor with GEI responded that the EGLE permit could be transferred. John also confirmed this and stated that the permit was filed by the Village of Lake Odessa and they would have to request the transfer.
- Bulling questioned if it was a permanent or conditional permit
- Stoor confirmed it was permanent with a number assigned to it
- John stated there was not a right of way permit from MDOT yet and MDOT would have to approve the abutments if the design was changed.
- He also confirmed that the temporary easement would be needed for the grading permits if the project proceeds as designed. These could be used later if the LWA project proceeds without the pedestrian bridge.
- Discussed the option of moving forward with the LWA project and completing the pedestrian bridge at a later date. John can revise the design, but larger abutments will not be needed if the bridge is not constructed.

B. Mark Stoor - GEI Consultants Inc

- Mark Stoor reiterated that the project cannot proceed as designed without the grading permit and temporary easement. They are maxed for space with the flood plane and bridge and have to have the easement.
- They did look at the option for the north side of M50 and it cannot be done due to the proximity of the rail road tracks.
- Bulling stated that he wants to go back to the property owner one more time in an attempt to get them to sign the temporary easement. He requested a rendering from the designer with pictures or illustration to show the property owner.

- Mark stated the plan could proceed as designed without the bridge which would leave a gap in the trail. This would require having the grants reapproved.
- Fishbeck has not looked into the cost differences of the abutment if the pedestrian bridge was not built. He also brought up that the storm and gutter requirements on Cemetery Road would no longer be needed if the trail was not constructed.
- Heidi Reed - 538 Sixth Ave, Lake Odessa
Questioned if it was truly an option to build the trail now without the bridge.
- Mayhew replied that MDOT and the DNR would have to approve this.
- Wayne Baldock - Jordan Lake St, Lake Odessa
Questioned who is paying for the differential between a full-scale pedestrian bridge vs a pipe for the LWA.
- Mark stated that the Jordan Lake Trail Board would pay the difference.
- Heidi Reed confirmed that the funds have been raised to cover this.
- Rorhbacher stated that the LWA would be completely responsible for the crossing costs if the pedestrian bridge was not constructed.
- Mark stated that all the costs would have to be evaluated to determine which design would be used.
- John stated that it will take a couple of weeks to get the cost differences for the project and currently it is scheduled to begin at the M50 and Cemetery Rd intersection in early August.
- Bulling requested information on which stumps would have still needed to be removed so he could report that at that evening's Township Board Meeting.
- Mayhew reiterated that the project has to move forward. The community has backed the project, public money has been donated and even if the bridge can't be constructed now, we need to move forward.
- Farrell stated that if the trail was to stop and start at the bridge, there were safety concerns and questioned how riders and pedestrians would be protected from road traffic.
- Mark stated that for that reason, MDOT and the DNR may not approve the stop and start. Option 2 would be for the trail to be constructed along Cemetery Road and for it to stop at the intersection of M50 and Cemetery Road.
- Bulling and Rohrbacher questioned the limited time and if another meeting was needed prior to the end of the month.
- Mark stated that he would reach out to MDOT to get their thoughts on the stop and start option.

C. Jordan Lake Trail Board

- Minutes were presented with no questions.

Discussion Items - no additional discussion items

Unfinished Business - none

New Business - none

Miscellaneous Correspondence - none

Member Comments

Mayhew - reiterated that the project has come to far to not finish and we have to figure out a solution to get it going.

Public Comments

- Wayne Baldock spoke concerning barrier restrictions for the lake and wanted to know what would prevent people from going into the lake.
- Mark with GEI stated that there would be visual barriers such as stakes and that MDOT still has to comment on this.

Adjournment 1:45

Lake Odessa Area Arts Commission
Regular meeting
July 12, 2021

Meeting called to order 7:00 pm by Chairperson Hickey

Roll Call: Karen Banks, Jennifer Hickey, Margaret Hermes, Patrick Reagan, Carrie Johnson, Nancy Mattson

Absent: None

Motion made by Banks, supported by Reagan to approve the agenda, with the addition of a discussion of the VFW selling poppies at the Art in the Park event and of newspaper ads for the event.
– motion carried by voice vote of members present, 6-0.

Public comment – no public comment was heard.

Motion by Banks, supported by Hermes, to approve Minutes of June 14, 2021 meeting – motion carried by voice vote of members present, 6-0.

Discussed financial report – Motion by Reagan, supported by Mattson, to approve the accounts payable report as submitted. Motion carried by voice vote of members present, 6-0.

Motion by Hermes, supported by Johnson, to approve the Revenue/ Expense report as submitted.
Motion carried by voice vote of members present, 6-0.

Discussion Items:

A) Grant Application – Banks has submitted the annual grant request from the MCACA. Next year's request to be reviewed by MCACA will be for over \$13,000.00

B) 2021 Art in the Park

- 1) Artists Applications: there are now 53 applications that have been received. Discussion took place about Jennifer Burns, of Grandville, Michigan, and her application to sell pebble art with custom frames. Hermes and Hickey stated that they were fine with this artist being included. No vote was taken.
- 2) Booth Assignments: Banks and Hickey will be marking booth assignments soon.
- 3) Entertainment: Discussion took place about having the Flag Ceremony at the beginning of the event. All agreed that was fine. Discussion took place about contacting Marbles the Clown for time of appearance. Dance Floor: discussion took place about purchasing a new dance floor, renting a dance floor, or using the old dance floor. Reagan made the motion to use the old dance floor. This motion was supported by Hermes. Motion carried unanimously by voice vote of members present, 6-0.

- 4) Concessions: Mattson stated that there will be no ice cream vendors. Discussion took place about allowing Alexa's Sugar Coated Bakery taking part. They are tax exempt and would like to have a single booth. Food Vendor Apps: motion by Banks, supported by Reagan, to accept food vendor apps, along with necessary late fees, from Maria's Tacos, Hardin Concessions, and Alexa's Sugar Coated Bakery. Approved via voice vote, 6-0. Porta Potties: motion by Banks, supported by Reagan, to approve \$545 for the rental of porta potties for the event. Motion approved via voice vote, 6-0.
- 5) Wine Tasting: Reagan stated that the special event liquor license app was approved by the Village Council at their May 2021 meeting. Reagan will send in to the State of Michigan. Reagan stated that he will begin working with wine vendors for purchase of wine for the event.
- 6) Children's Area: Johnson stated that this activity will run from 10am until 1:00 pm. Marbles the Clown will appear. There will also be rock painting, face painting, and a bean-bag toss.
- 7) Advertising – Banks discussed the event book for the 2021 event. The group also discussed newspaper advertising for the event and specifically discussed either a half or full page for advertising. Radio advertising: the group discussed getting quotes for radio advertising from WION and WBCH. Reagan stated that he will call WION to get a quote. Radio ads will run for two weeks before the event. Handbills: 1,000 handbills will be printed for the event and distributed to businesses. The group also discussed passing out handbills during the Fair parade. Signs: the group discussed wayfinding signage for during the event. Banks stated that new ones should be made. Event Photographer:
- 7) Sponsorships– Banks showed a graphic about the rise in sponsorships this year. Banks made a motion, supported by Johnson, to approve a booth space for Agape Home School group for the event. Motion carried 6-0.
- 8) Facebook: Hickey stated that the event's Facebook page has received increased attention.
- 9) T-Shirts: the group discussed the t-shirt colors for this year's event. The same logo will be used for this year's event as in previous years.
- 10) Golf Carts: the group discussed golf carts. Chief Carts of Lansing has provided a quote for two golf carts for \$580.00. Banks requested a third cart be rented and the group agreed. The cost for three carts will be \$770 total. Motion by Reagan supported by Mattson, to rent three carts at a cost of \$770.00 from Chief Carts. Motion approved unanimously through voice vote, 6-0.
- 11) Photographer: Jodi Strang has volunteered to be the photographer for this year's event.
- 12) Radios: Motion by Hermes, supported by Johnson, to rent 10 radios for this event from Crouch Communications for \$100.00. Motion approved unanimously through voice vote, 6-0.
- 13) Event Food and Drink: the group discussed food and drinks for volunteers before and during the event. Chips, cookies, and juice boxes were the preferred snacks. Sandwiches were also discussed. Cans of pop were considered to not be a good idea. Saturday morning, three trays of cake donuts will be purchased. Johnson will get doughnuts, Hermes will get beverages.
- 14) Overnight security: Motion by Reagan, supported by Johnson, to approve utilizing Tim Day and Dan Johnson for overnight security at the rate of \$150.00 each. Motion approved through voice vote of members present, 6-0.

B) Next meetings July 12, 2021 and July 26, 2021 at 7:00 pm at the Page Building.

Meeting adjourned: 8:54 pm

Respectfully submitted
Patrick Reagan
Village Manager/ Village Clerk

Lake Odessa Area Arts Commission
Page Memorial Building
839 Fourth Avenue
Lake Odessa, Michigan 48849
Special Meeting Minutes
July 26, 2021

Meeting called to order 7:10 pm by Vice Chairperson Banks

Roll Call: Karen Banks, Margaret Hermes, Patrick Reagan, Carrie Johnson, Nancy Mattson

Absent: Jennifer Hickey

Motion made by Hermes, supported by Johnson to approve the agenda as presented.
– motion carried by voice vote of members present, 5-0.

Public comment – no public comment was heard.

Discussed financial report – Motion by Hermes, supported by Mattson, to approve the checks that have been written since July 12, 2021. Motion carried by voice vote of members present, 5-0.

Discussion Items:

A) 2021 Art in the Park

- 1) Artists Applications: Discussion was had about the application from Barb Hicks. Due to personal issues, Barb has asked to cancel her participation. Banks made the motion to allow Barb Hicks to cancel and for her to receive a full refund. Johnson supported. Motion passed unanimously, 5-0.

Discussion took place on the application from Lisa Underhill. Banks stated that it was noticed that in some of the pictures the vendor submitted, representing the items that she sells, some appeared not to be handmade. Hermes stated that she would contact this vendor – if these items were not made by her, they cannot be sold at this event. Banks made the motion to accept this application and participation, pursuant to the conversation between this vendor and Hermes, notifying her that she cannot sell secondary goods. Motion passed unanimously, 5-0.

- 2) Concessions: Banks suggested that, for ease and convenience, hotdogs would be offered to vendors and volunteers during setup. Banks asked Johnson if everything was ordered for Saturday morning. Johnson confirmed that they had been.
- 3) 4th Avenue Parking and Traffic Flow: Banks stated that, historically, 4th Avenue had been turned into a one-way street during the event. This was due to the car show. As there presumably is no car show this year, she was wondering if this was still necessary. Banks stated that she believed that “no parking” cones should still be placed. Hermes stated that she did not believe that this

would be effective without someone to monitor. Discussion took place. It was decided that cones will be placed ten (10) feet from the curb along the park grounds on Fourth Avenue, along with a barricade and “no parking” signs placed in this area.

4) Updates:

- a) Food Vendors: Mattson stated that she has been unable to make contact with Travis Hardin to insure that he will be taking part. Discussion took place about Forman’s Ice Cream and their participation in 2022.
- b) Wine Tasting: Reagan stated that he has made contact with Alliance Beverage and will be ordering the wine, and that he and Banks had been working on ordering supplies. Reagan also stated that he had contacted liquor control and they had received the special event license application and it is on the docket to be reviewed.
- c) Entertainment: No update.
- d) Kids’ Zone: discussion took place over tables necessary in this area for the event. Banks requested that three (3) extra tables be ordered for this event, along with two (2) chairs.
- e) Trivia Contest: Johnson had no update.

5) Volunteers: Discussion took place on the subject of volunteers. Radios need to be picked up at Crouch Communications – Hermes will contact them to see if they can be picked up on Thursday. The marking of booth spaces will take place on Thursday evening at 6:00 pm. Reagan will talk to the DPW about mowing on Thursday rather than on Friday. Mattson will contact Janet Thomas about overseeing the food on Friday night for vendors and volunteers. Mattson will oversee the setup of the food court.

6) Misc. – no update.

7) Items for next agenda – Johnson would like to talk about art work by Tony Jackson and how it could be utilized in the Village.

Meeting adjourned: 8:14 pm

Respectfully submitted

Patrick Reagan

Village Manager/ Village Clerk

VILLAGE OF LAKE ODESSA
DOWNTOWN DEVELOPMENT AUTHORITY

DRAFT

MINUTES

Regular Meeting
Tuesday, May 11, 2021

NOTE: THIS MEETING WAS HELD ELECTRONICALLY DUE TO THE COVID-19 PANDEMIC AND IN ACCORDANCE WITH P.A. 254 OF 2020

PRESENT: Karen Banks (remotely from Lake Odessa), Sue Dahms (remotely from Lake Odessa), Sandy Guthrie (remotely from Lake Odessa), Sarah McGarry (remotely from Lake Odessa), Darwin Thompson (remotely from Lake Odessa),

ABSENT: None

STAFF: Village Manager Patrick Reagan

VISITORS: None

- I. **Call to Order:** Meeting called to order by McGarry at 7:03 a.m.
- II. **Approval of Agenda:** Motion by Thompson, support by Dahms, to approve agenda. All ayes; motion carried, 6-0.
- III. **Public Comment:** None.
- IV. **Approval of Minutes:**
 - a) Motion by Banks, support by McGarry, to approve minutes of the March 9, 2021 DDA Meeting. Motion approved by voice vote of members present, 6-0
- V. **Finance Report:** Motion by McGarry, supported by Banks, to approve the finance report as submitted. All ayes; motion carried.
- VI. **Action/Discussion Items:**
 - a) **Downtown Four Way Stop:** Banks reviewed the four-way stop proposal that was approved by the Village Council. The group discussed perceptions and also discussed an overview of the stop signs, the warning signs, and speed limit signs throughout the downtown. The Board felt that moving forward with the project was still in the best interest of the downtown as a whole.
 - b) **Flowers/ Self-Watering Planters:** the group discussed the upcoming planting of flowers in the downtown. Banks discussed how this year would be different due to the purchase of the self-watering planters. Banks stated that she has spoken with Duwayne about the flowers and that volunteers will be needed to fill the new planters. Banks stated that the flowers needed to be planted and out by May 27, 2021. The group also discussed the need for volunteers to water during the summer

and that signup for this has been very slow – only 29 people have opened the email and only 6 have signed up to volunteer. Dahms noted that many of the bank’s employees need volunteer hours. Discussion also took place about the use of National Honor Society students taking part – they can take part but must be over 18 years of age to drive the tractor.

- d) Fence Project: discussion took place about the fence project. Reagan stated that he had sent out 5-6 RFP’s out and had received some calls, inquiring, but had not received any proposals back as of yet. However, he expects some to be returned by Friday, May 14, 2021 which is the final day for submission.

VII. Beautification Committee

VIII. Miscellaneous Correspondence: None.

IX. Board Member Comments

- a) Thompson commented on the need for the parking area at the elevator property to be addressed and not forgotten about.
- b) Rogers asked about tree lights being out on a tree downtown. It could be that a GFI was tripped. Reagan will have DPW Supervisor Trout inspect.
- c) McGarry thanked the Village’s Police Department for their work in town.

X. Adjournment

Without objection, meeting adjourned at 7:55 a.m.

Respectfully submitted,

Patrick Reagan
Village Manager/ Village Clerk

**VILLAGE OF LAKE ODESSA
DOWNTOWN DEVELOPMENT AUTHORITY**

DRAFT

MINUTES

Special Meeting
Wednesday, June 9, 2021

NOTE: THIS MEETING WAS HELD ELECTRONICALLY DUE TO THE
COVID-19 PANDEMIC AND IN ACCORDANCE WITH P.A. 254 OF 2020

PRESENT: Karen Banks (remotely from Lake Odessa), Sue Dahms (remotely from Lake Odessa), Sandy Guthrie (remotely from Lake Odessa), Sarah McGarry (remotely from Lake Odessa), Darwin Thompson (remotely from Lake Odessa),

ABSENT: None

STAFF: Village Manager Patrick Reagan

VISITORS: None

I. **Call to Order:** Meeting called to order by McGarry at 8:02 a.m.

II. **Approval of Agenda:** Motion by Banks, supported by Thompson, to approve agenda. All ayes; motion carried, 6-0.

III. **Public Comment:** None.

VI. **Action/Discussion Items:**

- a) Discussion of the Proposal received from Stambaugh Masonry for the Parking Lot Fence

Reagan stated that only one proposal for the fence columns at the parking lot downtown had been received and that came from Stambaugh Masonry. Reagan stated that the price for this work was \$24,925.00. Motion by Thompson, supported by Guthrie, to accept the bid from Stambaugh Masonry as submitted. All ayes by voice vote of members present, 6-0.

IX. **Board Member Comments**

- a) Thompson commented on the need for the parking area at the elevator property to be addressed and not forgotten about.
b) Banks stated that, in the future, she would like to discuss a community entrance sign at the corner of 4th Avenue and M-50.
c) Dahms stated that the flower pots downtown look very nice.

X. **Adjournment**

Without objection, meeting adjourned at 8:15 a.m.

Respectfully submitted,

Patrick Reagan
Village Manager/ Village Clerk

VILLAGE OF LAKE ODESSA
PLANNING COMMISSION

DRAFT

MINUTES
MARCH 22, 2021 REGULAR MEETING
Page Memorial Building
Lake Odessa, Michigan

**THIS MEETING WAS HELD VIA VIDEOCONFERENCE DUE TO THE COVID-19
PANDEMIC AND PURSUANT TO PA 228 of 2020 AND THE MICHIGAN OPEN
MEETINGS ACT**

Present: Karen Banks, Beth Barrone, Al Hamp, Meg Wheeler, Patrick Reagan
Absent: None
Staff: Zoning Administrator Jeanne Vandersloot
Visitors: None

Meeting called to order at 6:46 p.m.

1. **PUBLIC COMMENT:** None.
2. **PRESIDING MEMBER NOMINATION AND ELECTION:** due to the absence of Chairperson Williams, nominations were called for the election of a member to run this meeting. Barrone nominated Banks to run this meeting. Reagan supported. No other nomination was made. A vote was called for by Hamp. Banks was elected Chairperson for this meeting by a unanimous vote of members present, 5-0.
3. **MINUTES:** Motion by Barrone, supported by Wheeler, to approve the minutes from the 11/23/2020 regular meeting. All ayes; motion carried.
4. **ACTION & DISCUSSION ITEMS:**

- a) Discussion: Lakeside Commercial District – bulk regulations for single family dwellings

Discussion was had by members to review the proposed amendments that were made to the bulk regulations in the Lakeside Commercial District by Vandersloot. The group requested that this be placed into ordinance form. Motion by Reagan, supported by Barrone to set a public hearing for the proposed amended ordinance. A voice vote was called for. All ayes; motion carried unanimously of members present, 5-0.

- b) Discussion: Mobile Home Zoning Ordinance

Vandersloot discussed the need for an amendment to the zoning ordinance concerning the section on mobile home parks. Vandersloot gave an overview of the proposed amendments. Reagan will place the proposed amendments into ordinance form and will distribute for the next meeting.

c) Discussion: Noise Ordinance -- Discussion took place on the noise ordinance. Reagan stated that the Village Council has directed the planning commission to review the current noise ordinance and to determine if amendments are necessary. Reagan will bring noise ordinance resolutions from other communities and further discussion will take place at the next Planning Commission meeting.

5. **BOARD MEMBER COMMENTS:** None.

6. **ADJOURNMENT:** Motion by Hamp, support by Barrone, to adjourn. All ayes; motion carried. Meeting adjourned at 8:14 p.m.

Respectfully submitted,

Patrick Reagan, Village Manager/ Clerk

Departmental Reports

REPORT TO THE VILLAGE OF LAKE ODESSA COUNCIL

DATE: Monday, August 16, 2021

TO: President Karen Banks; President Pro-Tempore Mel McCloud; Trustee Brighton; Trustee Cappon; Trustee Johnson; Trustee Young; Trustee Hickey

FROM: Patrick Reagan, Village Manager

RE: Manager's Report to Village Council

President Banks and Village Trustees,

Please find below my report on the Council agenda before you tonight.

PRESENTATIONS

Dave DeHaan, from Walker, Fluke, and Sheldon PLC will be presenting the FY 2020-2021 audit.

Mark Stoor, from GEI Consultants, will provide you with an update on the Ionia, Pearl, Pleasant, and Emerson Watermain and Street Improvement project.

DISCUSSION ITEMS

There is one item to be discussed for tonight's meeting – at the July 2021 Council meeting, I was instructed by Council to develop a policy for banners to be hung by local nonprofit and civic organizations, in order to hang banners on our decorative streetlights in the Village. Please find a draft copy included in this packet. This is relatively straightforward – I researched and read examples from other communities and simply used the commonalities and the portions that were appropriate for the Village. One item that Council will need to determine is the fee that we would charge organizations that would like to utilize this program – I asked Jesse to calculate the costs for hanging banners. Jesse reported that the labor and equipment rental costs for hanging banners is approximately \$612. Jesse used the wage and benefit costs for the two lowest paid, full-time employees who could complete this job. Two items of note: the first is that

this does not include calculations for fuel costs – Jesse surmised that, once fuel costs are factored in, the true cost for hanging banners would be an extra \$25.00. Secondly, please note that, because banners under this program are both installed and removed, the true cost would be the initial cost, multiplied by two. This means that the cost to install and remove banners for an organization would be approximately \$1,225.00.

NEW BUSINESS

Proposed Resolution 2021-41: Approving, Authorizing, and Directing the Village President to Sign a Fireworks Permit for the Lake Odessa Fair for September 4, 2021

As I'm sure that you are aware, the original date for the fireworks display was supposed to be on June 26, 2021, during the Fair. However, if you recall, this was the date of the large severe storm in the Village – the same storm that produced a tornado just to the north of the Village limits. The Fair is seeking permission from the Council to hold the fireworks display on Saturday, September 4, 2021 at approximately 10:00 pm. I recommend that this resolution be approved.

Proposed Resolution 2021-42: Approving Pay Application #3 from Service-Disabled Veteran's General Contracting (SDVGC) for the Water Main Improvement Project on Pearl, Pleasant, Ionia, And Emerson Streets

SDVGC has submitted their second pay application for the aforementioned street project. Mark Stoor will be providing an update on this project. This pay application is for the sum of \$203,897.05.

Proposed Resolution 2021-43: Approving a Change Order for the Water Main Improvement Project on Pearl, Pleasant, Ionia, And Emerson Streets

This change order is a “quantity balancing change order,” and could be thought of in a similar fashion to a budget amendment – basically, this change order attempts to keep an accurate account of materials used during the project as it progresses. This change order actually represents a decrease to the project costs, in the amount of \$1,029.36.

Proposed Resolution 2021-44: Approving, Authorizing, and Directing the Village Manager to Sign and Issue a Franchise Agreement to WOW! Internet, Cable, and Phone

On July 20, 2021, I received a packet in the mail from Wow! Internet, Cable, and Phone. The franchise agreement that the Village has (per Village ordinance) expired on August 15, 2021. This new franchise agreement runs for ten (10) years and allows WOW! To offer cable and internet service in the community until 2031. Each year, the Village receives a 3% fee from WOW, based on the revenues from Village customers. Per the Michigan Public Service Commission rules, we can request between 1% and 5% -- the current rate, however, is 3% and it is my recommendation that this stay the same, if the franchise agreement is approved.

ITEMS NOT ON THE AGENDA

- On behalf of the Village of Lake Odessa, I have submitted a request for an extension for the Village’s “Transportation Alternatives Program” for the Jordan Lake Trail project. This was due to MDOT on August 13, 2021.
- The annual “Art in the Park” event took place on Saturday, August 7, 2021. I was at the event and saw a lot of smiling, happy attendees, which is great for our community. As always, Village staff did an excellent job representing our community – I would like to especially thank Kathy Forman, Jesse Trout, James Wortley, Jake Hanson, Kendra Backing, Eric Tollefson, and Olivia Boot for their hard work during this event. Also, thanks must go to the Arts Commission members, who work many, many hours to make this event happen. It was a fun event and we cannot wait for its return in 2022!

Respectfully submitted,



Patrick Reagan, Village Manager/ Clerk
Village of Lake Odessa



JUNE-JULY 2021 COUNCIL REPORT

The excitement for the fair was definitely felt at the parade downtown along Fourth Avenue. Congratulations to the Grand Marshalls, Tom and Judy Scheidt! The weather significantly impacted the fair events this year but we are looking forward to a fun and safe week for the community next year.



PUBLIC RELATIONS: The rain didn't stop Chief Backing and Officer Tollefson from participating in the Jordan Lake Trail 5k Run/Walk on June 26th. A huge shout out to Officer Tollefson who completed the event in full uniform and duty gear. This is the second year that Chief Backing and Officer Tollefson participated in this event.



1170 meals were served to the community on June 6th at the annual Lions Club BBQ event. The Lake Odessa Police Department assisted with traffic control to ensure safety and smooth traffic flow for all the customers.



LOPD June -July Calls for Service:

June 2021:53 Traffic Stops Conducted, 5 Citations Issued, 2016 Tahoe Mileage 69746, 2020 Ford Mileage 7262

July 2021: 30 Traffic Stops Conducted, 4 Citations Issued, 2016 Tahoe Mileage 70745, 2020 Ford Mileage 8154

CFS Date/Time Incident Type Street Name Case Number Badge

07/31/21 21:28 1302 - DOMESTIC JORDAN LAKE AVE SH21-04089 3418
07/31/21 21:02 9807 - SUSPICIOUS FIFTH AVE SH21-04087 3418
07/30/21 15:53 9807 - SUSPICIOUS
07/29/21 17:59 9806 - CIVIL DISPUTE EMERSON ST LO21-00681 3904
07/29/21 10:47 9909P - NON CRIMINAL
07/29/21 01:44 5702 - TUPPER LAKE ST LO21-00679 3904
07/29/21 00:00 9807 - SUSPICIOUS
07/28/21 19:29 2300 - LARCENY PEARL ST SH21-04027 3409
07/28/21 17:12 9807 - SUSPICIOUS TUPPER LAKE ST LO21-00677 3904
07/28/21 16:48 9903 - MISSING
07/28/21 10:08 3500 - DRUGS LINCOLN STREET LO21-00676 3901
07/28/21 09:52 5500 - HEALTH & TUPPER LAKE ST LO21-00675 3901
07/27/21 22:32 7000 - JUVENILE 4TH STREET LO21-00674 3901
07/27/21 19:20 7000 - JUVENILE EMERSON ST LO21-00673 3901
07/27/21 18:17 99092 - MED 2
07/26/21 06:57 5500 - HEALTH
07/26/21 03:24 9401 - ALARM
07/25/21 21:21 3500 - DRUGS LAKEVIEW DR LO21-00670 3904
07/25/21 14:18 9301A - PIA TRAFFIC JORDAN LAKE RD LO21-00669 3906
07/23/21 22:53 6200 - JORDAN LAKE ST LO21-00665 3904
07/23/21 22:52 2900 - MDOP FIRST ST LO21-00664 3904
07/23/21 21:59 9301B - PDA TRAFFIC W LONG LAKE RD SH21-03932 3415
07/23/21 11:30 9806 - CIVIL DISPUTE SECOND AVE LO21-00662 3906
07/21/21 01:42 7000 - JUVENILE 2ND AVE LO21-00660 3904
07/20/21 23:30 9909M - MENTAL BLISS RD LO21-00658 3904
07/20/21 20:28 5300 - DISORDERLY EMERSON ST LO21-00657 3904
07/20/21 16:04 9908A - Assist Other
07/19/21 14:01 9807 - SUSPICIOUS JACKSON RD SH21-03821 34-11
07/18/21 19:00 99093 - MED 3
07/18/21 16:50 9908 - GENERAL PINEVIEW DR LO21-00653 3906
07/18/21 16:19 2400 - MOTOR MANDY LN LO21-00652 3906
07/17/21 16:52 5403 - TRAFFIC
07/17/21 14:19 99091 - MED 1 LAKEVIEW DR LO21-00650 3906
07/16/21 10:47 5500 - HEALTH &
07/16/21 09:42 9908 - GENERAL JORDAN LAKE ST LO21-00647 3906
07/15/21 20:15 9807 - SUSPICIOUS
07/15/21 14:20 5403 - TRAFFIC
07/14/21 10:05 5500 - HEALTH &
07/13/21 21:57 9909P - NON TUPPER LAKE ST SH21-03724 3410
07/13/21 18:35 9908 - GENERAL FOURTH ST LO21-00642 3905
07/13/21 17:30 9808 - LOST TUPPER LAKE ST LO21-00641 3905
07/13/21 14:05 2300 - LARCENY JORDAN LAKE ST LO21-00640 3901
07/13/21 13:29 TRF - THIRD ST AND THIRD LO21-00639 3901
07/12/21 18:56 7000 - JUVENILE
07/12/21 15:38 1100 - CSC FOURTH AVE LO21-00637 3906
07/12/21 12:16 9301B - PDA TRAFFIC TUPPER LAKE ST LO21-00636 3906
07/11/21 22:29 7000 - JUVENILE FOURTH ST LO21-00635 3904
07/11/21 15:31 99091 - MED 1
07/11/21 11:57 9601 - ABANDONED HUDDLE RD SH21-03678 3419
07/10/21 04:03 1301 - ASSAULT MAIER DR LO21-00631 3904
07/09/21 22:54 5300 - DISORDERLY LAKEVIEW DR LO21-00629 3904
07/09/21 21:14 9909P NON CRIMINAL
07/09/21 12:48 TRF - FOURTH AVE LO21-00628 3906
07/09/21 04:28 9807 - SUSPICIOUS KECIA CT LO21-00627 3905
07/09/21 03:02 99091 - MED 1
07/08/21 15:54 9807 - SUSPICIOUS JORDAN LAKE LO21-00622 3901
07/08/21 13:53 9908 - GENERAL JORDAN LAKE LO21-00623 3901
07/07/21 22:46 9807 - SUSPICIOUS JORDAN LAKE ST LO21-00618 3905
07/07/21 03:55 99092 - MED 2
07/07/21 02:52 9807 - SUSPICIOUS WASHINGTON BLVD LO21-00614 3904
07/05/21 22:19 9401 - ALARM
07/05/21 17:05 9301B - PDA TRAFFIC JORDAN LAKE ST LO21-00611 3904
07/04/21 23:14 5402 - OWI/UID JORDAN LAKE ST LO21-00610 3905

07/04/21 20:51 5403 - TRAFFIC WB 66 LO21-00609 3905
07/03/21 04:11 1200 - FIRST ST LO21-00606 3905
07/02/21 19:02 2201 - BURGLARY HARRISON ST LO21-00603 3905
07/02/21 03:56 VDOM - VERBAL FOURTH AVE LO21-00599 3904
07/01/21 21:51 9909M - MENTAL SIXTH AVE SH21-03494 3409
07/01/21 21:20 2900 - MDOP EMERSON ST LO21-00596 3904
07/01/21 17:12 911H - 911 Hang Up
07/01/21 16:58 911H - 911 Hang Up FOURTH AVE LO21-00593 3904
07/01/21 16:20 9909P - NON
07/01/21 15:15 5500 - HEALTH &
07/01/21 00:35 PPO - PPO VIOLATION CHRISTOPHER ST LO21-00591 3904
06/30/21 20:19 9807 - SUSPICIOUS LAKEVIEW DR LO21-00590 3904
06/30/21 17:14 99093 - MED 3
06/30/21 11:14 99091 - MED 1
06/30/21 11:14 2300 - LARCENY IONIA ST SH21-03451 3423
06/30/21 09:36 2300 - LARCENY
06/30/21 05:59 2300 - LARCENY FOURTH AVE SH21-03447 3419
06/30/21 03:32 2201 - BURGLARY SHERMAN ST LO21-00588 3905
06/29/21 15:47 9807 - SUSPICIOUS CEMETERY RD LO21-00585 3906
06/28/21 19:55 PPO - PPO VIOLATION JORDAN LAKE AVE LO21-00583 3905
06/27/21 19:08 9806 - CIVIL DISPUTE JORDAN LAKE AVE LO21-00579 3904
06/27/21 16:29 2900 - MDOP JORDAN LAKE AVE LO21-00578 3906
06/27/21 15:26 99091 - MED 1
06/27/21 09:27 9504 - WIRES
06/27/21 01:50 9504 - WIRES
06/26/21 22:28 9504 - WIRES JOHNSON ST LO21-00575 3904
06/26/21 20:42 2300 - LARCENY JORDAN LAKE AVE LO21-00574 3904
06/26/21 19:34 9504 - WIRES
06/26/21 17:37 9500 - FIRE ALL
06/26/21 16:50 9500 - FIRE ALL BIPPLEY AND LO21-00573 3906
06/26/21 16:07 9504 - WIRES
06/26/21 00:08 5300 - DISORDERLY TUPPER LAKE ST LO21-00571 3904
06/25/21 23:48 9807 - SUSPICIOUS JORDAN LAKE ST LO21-00570 3904
06/25/21 23:07 9909M - MENTAL FOURTH ST LO21-00569 3904
06/25/21 19:31 5403 - TRAFFIC FOURTH AVE LO21-00568 3904
06/25/21 11:52 9909M - MENTAL THIRD AVE LO21-00566 3901
06/25/21 06:31 9909M - MENTAL
06/24/21 23:32 9909M - MENTAL FOURTH ST LO21-00564 3904
06/24/21 19:24 5702 - VIRGINIA ST LO21-00563 3905
06/24/21 19:12 5000 - WARRANT KECIA CT LO21-00562 3904
06/24/21 09:44 2201 - BURGLARY
06/22/21 21:27 9807 - SUSPICIOUS LAKEVIEW DR LO21-00560 3904
06/22/21 02:57 9909M - MENTAL FOURTH ST LO21-00556 3904
06/21/21 21:15 3500 - DRUGS EMERSON ST LO21-00554 3904
06/21/21 07:31 5403 - TRAFFIC LAPO RD LO21-00553 3906
06/20/21 19:45 9908 - GENERAL EMERSON ST LO21-00552 3905
06/20/21 18:42 1302 - DOMESTIC KECIA CT LO21-00551 3905
06/20/21 10:53 TRF - JORDAN LAKE AVE LO21-00550 3906
06/20/21 02:32 9908 - GENERAL SECOND AVE LO21-00549 3905
06/19/21 23:35 99091 - MED 1 FOURTH AVE LO21-00548 3905
06/19/21 21:34 9909M - MENTAL HUDDLE RD LO21-00547 3905
06/19/21 17:00 5403 - TRAFFIC JORDAN LAKE AVE LO21-00546 3905
06/19/21 13:44 9301B - PDA TRAFFIC TUPPER LAKE ST LO21-00545 3906
06/19/21 10:17 2900 - MDOP FOURTH AVE LO21-00544 3906
06/19/21 02:11 TRF - SECOND ST LO21-00542 3905
06/18/21 20:29 9301B - PDA TRAFFIC LAPO RD LO21-00541 3905
06/18/21 15:47 9806 - CIVIL DISPUTE FOURTH AVE LO21-00540 3906
06/18/21 01:50 2201 - BURGLARY LAKEVIEW DR LO21-00538 3904
06/17/21 22:21 5300 - DISORDERLY FOURTH AVE LO21-00537 3904
06/17/21 22:01 5702 - SECOND AVE LO21-00536 3904
06/17/21 20:21 5500 - HEALTH & SAFETY
06/17/21 13:52 5500 - HEALTH & FOURTH AVE LO21-00532 3901
06/17/21 09:42 2300 - LARCENY EMERSON STREET LO21-00533 3901
06/16/21 22:08 9903 - MISSING PEARL ST LO21-00530 3904
06/16/21 21:34 9908 - GENERAL
06/16/21 19:26 9500 - FIRE ALL MORTON ST LO21-00529 3904
06/16/21 13:06 9806 - CIVIL DISPUTE 5TH AVE LO21-00527 3904
06/15/21 22:01 9909M - MENTAL PEARL ST LO21-00524 3905
06/15/21 20:05 9401 - ALARM LAPO RD LO21-00523 3905
06/15/21 17:48 9909M - MENTAL JORDAN LAKE AVE LO21-00522 3905

06/14/21 17:08 9908 - GENERAL PAGE ST LO21-00520 3905
06/14/21 07:17 TRF - JL WASHINGTON LO21-00516 3906
06/13/21 23:55 9807 - SUSPICIOUS KECIA CT LO21-00514 3904
06/13/21 15:09 TRF - SECOND ST LO21-00513 3906
06/13/21 12:22 9908 - GENERAL JORDAN LAKE ST LO21-00512 3906
06/13/21 08:55 9908 - GENERAL FOURTH AVE LO21-00510 3906
06/13/21 03:13 5403 - TRAFFIC
06/13/21 01:01 VDOM - VERBAL JORDAN LAKE AVE LO21-00508 3904
06/12/21 12:26 7000 - JUVENILE JORDAN LAKE ST LO21-00507 3906
06/12/21 10:53 PPO - PPO VIOLATION KECIA CT LO21-00506 3906
06/12/21 02:29 TRF - JORDAN LAKE ST LO21-00505 3904
06/12/21 02:08 9807 - SUSPICIOUS EMERSON ST LO21-00504 3904
06/11/21 21:30 9807 - SUSPICIOUS W TUPPER LAKE RD LO21-00502 3904
06/11/21 07:14 9807 - SUSPICIOUS EMERSON ST LO21-00501 3906
06/11/21 06:51 9807 - SUSPICIOUS
06/10/21 19:55 9806 - CIVIL DISPUTE
06/10/21 19:53 9401 - ALARM JORDAN LAKE ST LO21-00499 3905
06/10/21 18:51 9806 - CIVIL DISPUTE WASHINGTON BLVD LO21-00498 3905
06/09/21 23:45 9807 - SUSPICIOUS W TUPPER LAKE RD LO21-00496 3905
06/09/21 13:12 5500 - HEALTH & FOURTH AVE LO21-00495 3901
06/09/21 12:59 9504 - WIRES TUPPER LAKE ST LO21-00493 3901
06/09/21 04:18 Assist Outside Agency - N WOODLAND RD LO21-00492 3904
06/08/21 21:11 9806 - CIVIL DISPUTE KECIA CT LO21-00490 3904
06/08/21 19:34 7000 - JUVENILE WASHINGTON BLVD LO21-00489 3904
06/08/21 14:56 5500 - HEALTH & 4TH AVENUE LO21-00488 3906
06/06/21 22:37 99091 - MED 1 JORDAN LAKE AVE LO21-00484 3905
06/06/21 20:17 99093 - MED 3
06/06/21 14:50 9806 - CIVIL DISPUTE
06/06/21 11:43 TRF - JOHNSON AND LO21-00482 3906
06/05/21 23:08 9807 - SUSPICIOUS HARRISON ST LO21-00479 3905
06/05/21 15:37 99091 - MED 1 PEARL ST LO21-00478 3906
06/04/21 21:04 7000 - JUVENILE TUPPER LAKE ST LO21-00474 3905
06/04/21 02:33 9401 - ALARM FOURTH AVE LO21-00473 3904
06/03/21 20:32 9909M - MENTAL FOURTH ST LO21-00471 3904
06/03/21 19:04 7000 - JUVENILE JORDAN LAKE ST LO21-00470 3904
06/02/21 15:59 7000 - JUVENILE LO21-00467 3901
06/01/21 22:58 2201 - BURGLARY PEARL ST LO21-00465 3905
06/01/21 11:21 9601 - ABANDONED JORDAN LAKE ST LO21-00464 3901

Department of Public Works

July 16th 2021 to August 11th 2021

Council Report

Parks & Beach

Ongoing mowing, spraying, and grounds maintenance. We hauled in and spread 5 dump truck loads of sand at the beach. We helped set up and tear down for the Art in the Park event.

Streets

We swept all of the curbed streets again. The gutter pans were sprayed for weeds in certain areas. We removed the marquee sign at Bonanza and Jordan Lake St. We built and placed a temporary speedbump near our beach parking lot exit on Lakeview. We spent an afternoon patching any potholes we could find. We graded the gravel streets again.

Water

Fortunately, there is nothing major to report in water. Daily operations are going as usual.

DPW

The fifth brush collection of the season was completed. We are and will continue collecting compost bags every Monday as our schedule allows. We saw cut the asphalt and excavated for the pillar footings at the downtown parking lot. Once the footings and pillars were poured, we placed conduit for electrical and backfilled the trench with sand. Once the brick work is complete, we will finish removing the necessary asphalt and prep the area for pavement. While the trees are heavy with leaves, we trimmed the low hanging limbs along the curb line in preparation for winter plowing.

Purchase Request

None at this time.

Additional Comments

Stowell Builders began construction of the DPW addition this past week. Things are moving along as planned and the entire building will soon look much different.

User: KATHY

DB: Lake Odessa Vil

PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDTG REMAIN
		AMENDED BUDGET	NORMAL	07/31/2021 (ABNORMAL)	MONTH 07/31/2021 INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
101-000-402.000	CURRENT REAL PROPERTY TAXES	430,000.00		84,344.13		84,378.37		345,655.87	80.39
101-000-410.000	CURRENT PERSONAL PROPERTY TAX	45,600.00		1,351.81		1,324.13		44,248.19	97.04
101-000-412.000	DELINQUENT REAL PROPERTY TAX	40,000.00		0.00		0.00		40,000.00	100.00
101-000-428.000	MANUFACTURED HOUSING FEES	600.00		215.50		43.00		384.50	64.08
101-000-441.000	LOCAL COMMUNITY STABILIZATION SHARE TAX	40,000.00		33,312.85		0.00		6,687.15	16.72
101-000-445.000	PENALTIES & INTEREST ON TAXES	50.00		3.26		0.00		46.74	93.48
101-000-447.000	PROPERTY TAX ADMINISTRATION FEE	7,500.00		1,242.57		1,242.17		6,257.43	83.43
101-000-452.000	LIQUOR LICENSE FEES	2,100.00		68.75		0.00		2,031.25	96.73
101-000-454.000	CABLE TV FRANCHISE	4,000.00		1,016.04		0.00		2,983.96	74.60
101-000-476.000	SPECIAL USE/ZBA PERMIT	200.00		0.00		0.00		200.00	100.00
101-000-477.000	ZONING PERMIT FEES	300.00		225.00		75.00		75.00	25.00
101-000-539.000	STATE GRANTS	936,500.00		6,662.22		0.00		929,837.78	99.29
101-000-543.000	METRO ACT	8,300.00		9,102.78		0.00		(802.78)	(9.67)
101-000-574.000	STATE REVENUE SHARING	182,725.00		61,918.00		0.00		120,807.00	66.11
101-000-576.000	EVIP PMTS	46,754.00		15,584.00		0.00		31,170.00	66.67
101-000-579.000	TREE GRANT	1,200.00		0.00		0.00		1,200.00	100.00
101-000-580.000	CONTRIBUTION FROM LOCAL UNITS	300,000.00		0.00		0.00		300,000.00	100.00
101-000-600.000	VEHICLE RENTAL INCOME	15,450.00		0.00		0.00		15,450.00	100.00
101-000-632.000	MOWING	200.00		120.00		0.00		80.00	40.00
101-000-635.000	MAY CLEAN UP (NON-RESIDENTS)	400.00		100.00		0.00		300.00	75.00
101-000-657.000	PARKING TICKET FEES	200.00		30.00		0.00		170.00	85.00
101-000-660.000	ORDINANCE FINES	2,000.00		1,556.97		269.53		443.03	22.15
101-000-665.000	INTEREST	1,500.00		284.57		0.00		1,215.43	81.03
101-000-670.000	RENTS-BUILDINGS-LAND	4,000.00		1,825.00		275.00		2,175.00	54.38
101-000-675.000	DONATIONS-PRIVATE SOURCES	500.00		0.00		0.00		500.00	100.00
101-000-676.000	REIMBURSEMENTS	1,300.00		0.00		0.00		1,300.00	100.00
101-000-695.000	MISC REVENUE	500.00		6,050.11		150.00		(5,550.11)	(1,110.0)
101-000-695.001	MISC REVENUE-MISC REVENUE GENERAL	7,500.00		396.89		0.00		7,103.11	94.71
101-000-695.010	MISC REVENUE-POLICE	2,500.00		290.41		50.00		2,209.59	88.38
101-000-695.011	MISC REVENUE-POLICE 302 FUNDS	500.00		0.00		0.00		500.00	100.00
Total Dept 000 - BALANCE SHEET / GENERAL		2,082,379.00		225,700.86		87,807.20		1,856,678.14	89.16
TOTAL REVENUES		2,082,379.00		225,700.86		87,807.20		1,856,678.14	89.16
Expenditures									
Dept 101 - GOVERNING BODY									
101-101-702.708	TRUSTEE MEETING FEES	8,500.00		3,487.50		600.00		5,012.50	58.97
101-101-702.709	TREASURER - CLERK WAGES	7,200.00		0.00		0.00		7,200.00	100.00
101-101-710.000	EMPLOYER FICA	1,700.00		266.81		45.90		1,433.19	84.31
101-101-723.000	WORKMEN'S COMPENSATION	300.00		0.00		0.00		300.00	100.00
101-101-725.000	MEALS & MILEAGE	100.00		0.00		0.00		100.00	100.00
101-101-727.000	OFFICE SUPPLIES	2,500.00		637.03		19.02		1,862.97	74.52
101-101-740.000	POSTAGE	1,500.00		(71.58)		0.00		1,571.58	104.77
101-101-801.000	CONTRACTED SERVICES	38,000.00		5,664.69		262.52		32,335.31	85.09
101-101-815.000	DUES & MEMBERSHIPS	3,200.00		2,001.99		0.00		1,198.01	37.44
101-101-816.000	EDUCATION & TRAINING	1,500.00		2,909.00		0.00		(1,409.00)	(93.93)
101-101-825.000	NOTARY & FIDUCIARY BONDS	40.00		140.00		0.00		(100.00)	(250.00)
101-101-826.000	SAFE DEPOSIT BOX RENTAL	15.00		0.00		0.00		15.00	100.00
101-101-828.000	DOWNTOWN DEVELOPMENT	13,500.00		0.00		0.00		13,500.00	100.00
101-101-850.000	COMMUNICATION EXPENSE	700.00		276.00		79.62		424.00	60.57
101-101-880.000	COMMUNITY PROMOTION	10,150.00		6,440.90		6,065.90		3,709.10	36.54
101-101-900.000	PRINTING & PUBLISHING	1,500.00		206.55		0.00		1,293.45	86.23

PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGDGT REMAIN
		AMENDED BUDGET	NORMAL	07/31/2021 (ABNORMAL)	MONTH 07/31/2021 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 101 - GENERAL FUND									
Expenditures									
101-101-957.000	COUNTER DRAIN	6,700.00		0.00		0.00		6,700.00	100.00
101-101-963.000	MISC EXPENSE	200.00		200.00		0.00		0.00	0.00
Total Dept 101 - GOVERNING BODY		97,305.00		22,158.89		7,072.96		75,146.11	77.23
Dept 172 - MANAGERS									
101-172-702.001	DEPT HEAD WAGES	30,088.00		12,513.60		2,246.23		17,574.40	58.41
101-172-710.000	EMPLOYER FICA	2,600.00		922.70		167.52		1,677.30	64.51
101-172-711.000	EMPLOYERS SHARE OF PENSION	2,900.00		0.00		0.00		2,900.00	100.00
101-172-712.000	HEALTH INSURANCE EXPENSE	3,800.00		1,538.15		307.63		2,261.85	59.52
101-172-713.000	DENTAL INSURANCE EXPENSE	380.00		134.35		26.87		245.65	64.64
101-172-714.000	OPTICAL PLAN EXPENSE	45.00		11.95		2.39		33.05	73.44
101-172-716.000	WELLNESS PROGRAM	90.00		0.00		0.00		90.00	100.00
101-172-720.000	DISABILITY INSURANCE	450.00		189.77		37.75		260.23	57.83
101-172-721.000	LIFE INSURANCE EXPENSE	130.00		40.75		8.15		89.25	68.65
101-172-723.000	WORKMEN'S COMPENSATION	300.00		0.00		0.00		300.00	100.00
101-172-725.000	MEALS & MILEAGE	200.00		0.00		0.00		200.00	100.00
101-172-727.000	OFFICE SUPPLIES	1,500.00		98.00		0.00		1,402.00	93.47
101-172-815.000	DUES & MEMBERSHIPS	1,100.00		580.00		0.00		520.00	47.27
101-172-816.000	EDUCATION & TRAINING	1,500.00		20.00		0.00		1,480.00	98.67
101-172-850.000	COMMUNICATION EXPENSE	1,200.00		419.34		84.34		780.66	65.06
Total Dept 172 - MANAGERS		46,283.00		16,468.61		2,880.88		29,814.39	64.42
Dept 265 - PAGE MEMORIAL BUILDING									
101-265-702.706	PART TIME WAGES	11,000.00		0.00		0.00		11,000.00	100.00
101-265-710.000	EMPLOYER FICA	1,000.00		0.00		0.00		1,000.00	100.00
101-265-711.000	EMPLOYERS SHARE OF PENSION	1,100.00		0.00		0.00		1,100.00	100.00
101-265-723.000	WORKMEN'S COMPENSATION	200.00		0.00		0.00		200.00	100.00
101-265-728.000	SUPPLIES	2,000.00		470.19		148.47		1,529.81	76.49
101-265-740.000	POSTAGE	400.00		(144.60)		(119.87)		544.60	136.15
101-265-850.000	COMMUNICATION EXPENSE	1,200.00		435.26		86.94		764.74	63.73
101-265-920.000	GAS AND ELECTRIC	5,000.00		0.00		0.00		5,000.00	100.00
101-265-931.001	MAINTENANCE/REPAIR-BUILDING	5,000.00		474.48		19.49		4,525.52	90.51
101-265-931.002	MAINTENANCE/REPAIR-EQUIPMENT	1,000.00		0.00		0.00		1,000.00	100.00
101-265-931.003	MAINTENANCE-LANDSCAPING & GROUNDS	1,000.00		170.00		0.00		830.00	83.00
101-265-970.000	CAPITAL OUTLAY	1,000.00		885.93		885.93		114.07	11.41
101-265-980.001	HARDWARE	1,000.00		1,000.00		0.00		0.00	0.00
101-265-980.002	SOFTWARE	500.00		61.76		0.00		438.24	87.65
Total Dept 265 - PAGE MEMORIAL BUILDING		31,400.00		3,353.02		1,020.96		28,046.98	89.32
Dept 301 - POLICE									
101-301-702.001	DEPARTMENT HEAD WAGES	63,245.00		26,694.60		4,861.68		36,550.40	57.79
101-301-702.704	FULL TIME WAGES	139,000.00		58,926.07		10,866.08		80,073.93	57.61
101-301-702.705	OVER TIME WAGES	7,000.00		2,405.31		1,590.37		4,594.69	65.64
101-301-702.706	PART TIME WAGES	11,000.00		0.00		0.00		11,000.00	100.00
101-301-702.717	NO FRINGE BENEFIT INCENTIVE	0.00		6,600.00		0.00		(6,600.00)	0.00
101-301-710.000	EMPLOYER FICA	19,200.00		7,101.60		1,300.05		12,098.40	63.01
101-301-711.000	EMPLOYERS SHARE OF PENSION	23,000.00		8,802.57		1,731.81		14,197.43	61.73
101-301-712.000	HEALTH INSURANCE EXPENSE	16,500.00		6,159.08		1,058.09		10,340.92	62.67
101-301-713.000	DENTAL INSURANCE EXPENSE	1,900.00		656.04		131.21		1,243.96	65.47
101-301-714.000	OPTICAL PLAN EXPENSE	350.00		102.90		20.58		247.10	70.60

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PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDTG REMAIN
		AMENDED BUDGET	NORMAL	07/31/2021 (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	NORMAL	BALANCE (ABNORMAL)		
Fund 101 - GENERAL FUND									
Expenditures									
101-301-716.000	WELLNESS PROGRAM	360.00		0.00		0.00		360.00	100.00
101-301-720.000	DISABILITY INSURANCE	2,850.00		1,213.11		239.51		1,636.89	57.43
101-301-721.000	LIFE INSURANCE EXPENSE	1,000.00		386.20		77.24		613.80	61.38
101-301-723.000	WORKMEN'S COMPENSATION	4,000.00		0.00		0.00		4,000.00	100.00
101-301-725.000	MEALS & MILEAGE	500.00		0.00		0.00		500.00	100.00
101-301-726.000	VESTS	1,200.00		823.90		0.00		376.10	31.34
101-301-727.000	OFFICE SUPPLIES	1,500.00		194.11		0.00		1,305.89	87.06
101-301-728.000	SUPPLIES	3,500.00		611.87		142.12		2,888.13	82.52
101-301-729.000	RESERVE SUPPLIES	250.00		0.00		0.00		250.00	100.00
101-301-741.000	MEDICAL & PHYSICALS	1,000.00		0.00		0.00		1,000.00	100.00
101-301-744.000	CLOTHING EXPENSE	2,000.00		811.84		221.96		1,188.16	59.41
101-301-751.000	GASOLINE PURCHASES	4,500.00		2,564.91		786.54		1,935.09	43.00
101-301-801.000	CONTRACTED SERVICES	5,500.00		1,688.60		0.00		3,811.40	69.30
101-301-815.000	DUES & MEMBERSHIPS	525.00		0.00		0.00		525.00	100.00
101-301-816.000	EDUCATION & TRAINING	4,000.00		1,283.99		559.00		2,716.01	67.90
101-301-817.000	RANGE QUALIFICATION	1,500.00		0.00		0.00		1,500.00	100.00
101-301-820.001	MEADOWBROOK INSURANCE	8,500.00		8,003.00		8,003.00		497.00	5.85
101-301-850.000	COMMUNICATION EXPENSE	5,150.00		1,986.43		390.37		3,163.57	61.43
101-301-880.000	COMMUNITY PROMOTION	350.00		26.20		26.20		323.80	92.51
101-301-931.002	MAINTENANCE/REPAIR-EQUIPMENT	1,500.00		0.00		0.00		1,500.00	100.00
101-301-931.004	MAINTENANCE/REPAIR-VEHICLE	5,000.00		330.70		0.00		4,669.30	93.39
101-301-942.000	RENTALS	960.00		960.00		0.00		0.00	0.00
101-301-970.001	CAPITAL OUTLAY-EQUIPMENT	7,000.00		0.00		0.00		7,000.00	100.00
101-301-980.000	OFFICE EQUIP-COMPUTERS	1,000.00		0.00		0.00		1,000.00	100.00
101-301-980.001	HARDWARE	1,000.00		0.00		0.00		1,000.00	100.00
101-301-980.002	SOFTWARE	1,500.00		0.00		0.00		1,500.00	100.00
Total Dept 301 - POLICE		347,340.00		138,333.03		32,005.81		209,006.97	60.17
Dept 441 - PUBLIC WORKS									
101-441-702.001	DEPT HEAD WAGES	18,963.00		7,968.64		1,451.44		10,994.36	57.98
101-441-702.704	FULL TIME WAGES	43,260.00		17,885.00		3,239.00		25,375.00	58.66
101-441-702.705	OVER TIME WAGES	1,600.00		861.00		307.50		739.00	46.19
101-441-702.706	PART TIME WAGES	8,000.00		3,916.03		1,379.14		4,083.97	51.05
101-441-702.707	SICK TIME PAYOUT	0.00		1,220.07		0.00		(1,220.07)	0.00
101-441-702.717	NO FRINGE BENEFIT INCENTIVE	3,000.00		3,300.00		0.00		(300.00)	(10.00)
101-441-710.000	EMPLOYER FICA	7,700.00		2,689.03		487.83		5,010.97	65.08
101-441-711.000	EMPLOYERS SHARE OF PENSION	8,730.00		3,448.60		703.03		5,281.40	60.50
101-441-712.000	HEALTH INSURANCE EXPENSE	4,500.00		0.00		0.00		4,500.00	100.00
101-441-713.000	DENTAL INSURANCE EXPENSE	1,950.00		185.65		37.13		1,764.35	90.48
101-441-714.000	OPTICAL PLAN EXPENSE	260.00		15.70		3.14		244.30	93.96
101-441-720.000	DISABILITY INSURANCE	1,100.00		380.80		75.64		719.20	65.38
101-441-721.000	LIFE INSURANCE EXPENSE	330.00		122.70		24.54		207.30	62.82
101-441-723.000	WORKMEN'S COMPENSATION	5,650.00		0.00		0.00		5,650.00	100.00
101-441-727.000	OFFICE SUPPLIES	200.00		306.43		223.38		(106.43)	(53.22)
101-441-728.000	SUPPLIES	4,000.00		187.94		64.99		3,812.06	95.30
101-441-741.000	MEDICAL & PHYSICALS	300.00		0.00		0.00		300.00	100.00
101-441-744.000	CLOTHING EXPENSE	1,000.00		330.96		0.00		669.04	66.90
101-441-751.000	GASOLINE PURCHASES	5,000.00		1,982.49		702.05		3,017.51	60.35
101-441-815.000	DUES & MEMBERSHIPS	700.00		20.00		0.00		680.00	97.14
101-441-816.000	EDUCATION & TRAINING	250.00		0.00		0.00		250.00	100.00
101-441-820.001	MEADOWBROOK INSURANCE	7,550.00		7,550.00		7,550.00		0.00	0.00
101-441-823.000	LICENSE FEES	50.00		0.00		0.00		50.00	100.00
101-441-850.000	COMMUNICATION EXPENSE	1,400.00		692.85		105.69		707.15	50.51
101-441-890.000	MAY CLEAN UP	3,500.00		2,987.00		0.00		513.00	14.66

PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BGDGT REMAIN
		AMENDED BUDGET	NORMAL	07/31/2021 (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	NORMAL	(ABNORMAL)	BALANCE	
Fund 101 - GENERAL FUND									
Expenditures									
101-441-920.000	GAS AND ELECTRIC	3,500.00		763.91		116.53		2,736.09	78.17
101-441-931.001	MAINTENANCE/REPAIR-BUILDING	20,000.00		22,310.89		0.00		(2,310.89)	(11.55)
101-441-931.002	MAINTENANCE/REPAIR-EQUIPMENT	6,000.00		1,127.69		147.69		4,872.31	81.21
101-441-931.003	MAINTENANCE-LANDSCAPING & GROUNDS	500.00		0.00		0.00		500.00	100.00
101-441-931.004	MAINTENANCE/REPAIR-VEHICLE	2,500.00		19.02		9.99		2,480.98	99.24
101-441-931.005	MAINTENANCE/REPAIR-TREES	500.00		0.00		0.00		500.00	100.00
101-441-934.000	REFUSE REMOVAL	800.00		240.00		0.00		560.00	70.00
101-441-943.000	EQUIPMENT RENTAL EXPENSE	500.00		0.00		0.00		500.00	100.00
101-441-955.000	SAFETY	1,500.00		359.50		131.28		1,140.50	76.03
101-441-967.000	PROJECT COSTS	5,000.00		0.00		0.00		5,000.00	100.00
101-441-970.001	CAPITAL OUTLAY-EQUIPMENT	100,000.00		0.00		0.00		100,000.00	100.00
Total Dept 441 - PUBLIC WORKS		269,793.00		80,871.90		16,759.99		188,921.10	70.02
Dept 448 - PUBLIC UTILITIES-STREET LIGHTING									
101-448-924.000	STREET LIGHT EXPENSE	33,000.00		13,811.29		2,736.09		19,188.71	58.15
Total Dept 448 - PUBLIC UTILITIES-STREET LIGHTING		33,000.00		13,811.29		2,736.09		19,188.71	58.15
Dept 536 - WATER/SEWER									
101-536-938.000	SEWER EXPENSE	3,200.00		1,410.84		699.66		1,789.16	55.91
101-536-939.000	WATER EXPENSE	1,600.00		678.05		411.10		921.95	57.62
Total Dept 536 - WATER/SEWER		4,800.00		2,088.89		1,110.76		2,711.11	56.48
Dept 722 - ZONING									
101-722-702.706	PART TIME WAGES	6,862.00		2,828.58		515.20		4,033.42	58.78
101-722-710.000	EMPLOYER FICA	650.00		216.38		39.41		433.62	66.71
101-722-725.000	MEALS & MILEAGE	350.00		0.00		0.00		350.00	100.00
Total Dept 722 - ZONING		7,862.00		3,044.96		554.61		4,817.04	61.27
Dept 728 - ECONOMIC DEVELOPMENT									
101-728-801.000	CONTRACTED SERVICES	2,000.00		2,000.00		2,000.00		0.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		2,000.00		2,000.00		2,000.00		0.00	0.00
Dept 751 - PARKS AND RECREATION									
101-751-723.000	WORKMEN'S COMPENSATION	260.00		0.00		0.00		260.00	100.00
101-751-728.000	SUPPLIES	2,300.00		1,113.31		366.84		1,186.69	51.60
101-751-882.000	SWIFTY'S PLACE	500.00		206.68		0.00		293.32	58.66
101-751-920.000	GAS AND ELECTRIC	4,000.00		1,419.91		325.27		2,580.09	64.50
101-751-931.001	MAINTENANCE/REPAIR-BUILDING	2,000.00		927.95		14.28		1,072.05	53.60
101-751-931.002	MAINTENANCE/REPAIR-EQUIPMENT	1,500.00		1,008.60		320.00		491.40	32.76
101-751-931.003	MAINTENANCE-LANDSCAPING & GROUNDS	5,000.00		3,459.70		230.00		1,540.30	30.81
101-751-970.000	CAPITAL OUTLAY	1,236,500.00		450.00		450.00		1,236,050.00	99.96
Total Dept 751 - PARKS AND RECREATION		1,252,060.00		8,586.15		1,706.39		1,243,473.85	99.31

PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT REMAIN
		AMENDED BUDGET	07/31/2021 NORMAL (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)			
Fund 101 - GENERAL FUND								
Expenditures								
	TOTAL EXPENDITURES	2,091,843.00	290,716.74	67,848.45	1,801,126.26	86.10		
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Fund 101 - GENERAL FUND:								
	TOTAL REVENUES	2,082,379.00	225,700.86	87,807.20	1,856,678.14	89.16		
	TOTAL EXPENDITURES	2,091,843.00	290,716.74	67,848.45	1,801,126.26	86.10		
	NET OF REVENUES & EXPENDITURES	(9,464.00)	(65,015.88)	19,958.75	55,551.88	(586.98)		

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PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDTG REMAIN
		AMENDED BUDGET	NORMAL	07/31/2021 (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	NORMAL	(ABNORMAL)	BALANCE	
Fund 202 - MAJOR STREET FUND									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
202-000-575.000	ACT 51 / STREETS	207,000.00		85,156.69		15,937.75		121,843.31	58.86
202-000-665.000	INTEREST	3,500.00		487.81		0.00		3,012.19	86.06
Total Dept 000 - BALANCE SHEET / GENERAL		210,500.00		85,644.50		15,937.75		124,855.50	59.31
TOTAL REVENUES		210,500.00		85,644.50		15,937.75		124,855.50	59.31
Expenditures									
Dept 449 - STREET DEPT (ACT 51)									
202-449-702.001	DEPT HEAD WAGES	3,610.00		1,528.02		277.29		2,081.98	57.67
202-449-710.000	EMPLOYER FICA	350.00		113.88		20.67		236.12	67.46
202-449-711.000	EMPLOYERS SHARE OF PENSION	350.00		0.00		0.00		350.00	100.00
202-449-712.002	ADMIN BENEFITS	1,000.00		236.43		47.26		763.57	76.36
202-449-731.000	COLD/HOT PATCH	600.00		0.00		0.00		600.00	100.00
202-449-734.000	SALT/SAND ROADS	4,000.00		0.00		0.00		4,000.00	100.00
202-449-801.000	CONTRACTED SERVICES	5,000.00		900.00		0.00		4,100.00	82.00
202-449-863.000	STREET STRIPING	2,500.00		0.00		0.00		2,500.00	100.00
202-449-865.000	STREET SIGNS	800.00		1,182.00		0.00		(382.00)	(47.75)
202-449-867.000	STREET REPAIRS	5,000.00		3,227.10		0.00		1,772.90	35.46
202-449-944.867	VEHICLE RENTAL - STREET REPAIRS	5,000.00		0.00		0.00		5,000.00	100.00
202-449-944.869	VEHICLE RENTAL - SNOW REMOVAL	5,000.00		0.00		0.00		5,000.00	100.00
202-449-963.000	MISC EXPENSE	1,500.00		1,160.30		0.00		339.70	22.65
202-449-988.001	CIP - IONIA, PEARL, PLEASANT, EMERSON	377,000.00		61,547.82		41,207.65		315,452.18	83.67
202-449-999.000	TRANSFERS OUT	30,000.00		0.00		0.00		30,000.00	100.00
Total Dept 449 - STREET DEPT (ACT 51)		441,710.00		69,895.55		41,552.87		371,814.45	84.18
Dept 450 - MAINTENANCE / CONSTRUCTION									
202-450-702.001	MAINTENANCE WAGES	3,520.00		1,475.65		268.80		2,044.35	58.08
202-450-710.000	MAINTENANCE EMPLOYER FICA	360.00		112.91		20.57		247.09	68.64
202-450-711.000	MAINTENANCE ER SHARE OF PENSION	360.00		218.98		38.98		141.02	39.17
202-450-712.002	MAINTENANCE BENEFITS	155.00		59.58		11.87		95.42	61.56
Total Dept 450 - MAINTENANCE / CONSTRUCTION		4,395.00		1,867.12		340.22		2,527.88	57.52
Dept 869 - SNOW REMOVAL									
202-869-702.001	SNOW REMOVAL WAGES	3,500.00		0.00		0.00		3,500.00	100.00
202-869-710.000	SNOW REMOVAL EMPLOYER FICA	350.00		0.00		0.00		350.00	100.00
202-869-711.000	SNOW REMOVAL SHARE OF PENSION	400.00		0.00		0.00		400.00	100.00
Total Dept 869 - SNOW REMOVAL		4,250.00		0.00		0.00		4,250.00	100.00
TOTAL EXPENDITURES		450,355.00		71,762.67		41,893.09		378,592.33	84.07
Fund 202 - MAJOR STREET FUND:									
TOTAL REVENUES		210,500.00		85,644.50		15,937.75		124,855.50	59.31
TOTAL EXPENDITURES		450,355.00		71,762.67		41,893.09		378,592.33	84.07
NET OF REVENUES & EXPENDITURES		(239,855.00)		13,881.83		(25,955.34)		(253,736.83)	94.21

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDT
		AMENDED BUDGET	07/31/2021	MONTH 07/31/2021	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	REMAIN

PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDTG REMAIN
		AMENDED BUDGET	NORMAL	07/31/2021 (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	NORMAL	(ABNORMAL)	BALANCE	
Fund 203 - LOCAL STREET FUND									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
203-000-575.000	ACT 51 / STREETS	72,000.00		28,385.57		5,312.59		43,614.43	60.58
203-000-665.000	INTEREST	1,100.00		324.25		0.00		775.75	70.52
203-000-695.000	MISC REVENUE	30,000.00		38,629.99		0.00		(8,629.99)	(28.77)
203-000-699.000	TRANSFERS IN	30,000.00		0.00		0.00		30,000.00	100.00
Total Dept 000 - BALANCE SHEET / GENERAL		133,100.00		67,339.81		5,312.59		65,760.19	49.41
TOTAL REVENUES		133,100.00		67,339.81		5,312.59		65,760.19	49.41
Expenditures									
Dept 449 - STREET DEPT (ACT 51)									
203-449-702.001	DEPT HEAD WAGES	1,700.00		611.21		110.89		1,088.79	64.05
203-449-710.000	EMPLOYER FICA	200.00		45.55		8.25		154.45	77.23
203-449-711.000	EMPLOYERS SHARE OF PENSION	200.00		0.00		0.00		200.00	100.00
203-449-712.002	ADMIN BENEFITS	800.00		94.49		18.89		705.51	88.19
203-449-731.000	COLD/HOT PATCH	1,000.00		0.00		0.00		1,000.00	100.00
203-449-734.000	SALT/SAND ROADS	4,000.00		0.00		0.00		4,000.00	100.00
203-449-801.000	CONTRACTED SERVICES	5,000.00		3,500.00		0.00		1,500.00	30.00
203-449-863.000	STREET STRIPING	1,000.00		0.00		0.00		1,000.00	100.00
203-449-865.000	STREET SIGNS	500.00		945.00		0.00		(445.00)	(89.00)
203-449-867.000	STREET REPAIRS	5,000.00		2,420.32		0.00		2,579.68	51.59
203-449-944.867	VEHICLE RENTAL - STREET REPAIRS	3,000.00		0.00		0.00		3,000.00	100.00
203-449-944.869	VEHICLE RENTAL - SNOW REMOVAL	5,000.00		0.00		0.00		5,000.00	100.00
203-449-956.000	STORM SEWER	500.00		0.00		0.00		500.00	100.00
203-449-963.000	MISC EXPENSE	1,000.00		802.75		0.00		197.25	19.73
203-449-988.001	CIP - IONIA, PEARL, PLEASANT, EMERSON	300,000.00		51,296.61		34,868.01		248,703.39	82.90
Total Dept 449 - STREET DEPT (ACT 51)		328,900.00		59,715.93		35,006.04		269,184.07	81.84
Dept 450 - MAINTENANCE / CONSTRUCTION									
203-450-702.001	MAINTENANCE WAGES	5,670.00		2,361.04		430.06		3,308.96	58.36
203-450-710.000	MAINTENANCE EMPLOYER FICA	515.00		180.63		32.91		334.37	64.93
203-450-711.000	MAINTENANCE ER SHARE OF PENSION	615.00		350.34		62.36		264.66	43.03
203-450-712.002	MAINTENANCE BENEFITS	205.00		95.34		19.00		109.66	53.49
Total Dept 450 - MAINTENANCE / CONSTRUCTION		7,005.00		2,987.35		544.33		4,017.65	57.35
Dept 869 - SNOW REMOVAL									
203-869-702.001	SNOW REMOVAL WAGES	3,500.00		0.00		0.00		3,500.00	100.00
203-869-710.000	SNOW REMOVAL FICA	350.00		0.00		0.00		350.00	100.00
203-869-711.000	SNOW REMOVAL SHARE OF PENSION	400.00		0.00		0.00		400.00	100.00
Total Dept 869 - SNOW REMOVAL		4,250.00		0.00		0.00		4,250.00	100.00
TOTAL EXPENDITURES		340,155.00		62,703.28		35,550.37		277,451.72	81.57
Fund 203 - LOCAL STREET FUND:									
TOTAL REVENUES		133,100.00		67,339.81		5,312.59		65,760.19	49.41

PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDT REMAIN
		AMENDED BUDGET	NORMAL	07/31/2021 (ABNORMAL)	MONTH 07/31/2021 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 203 - LOCAL STREET FUND									
TOTAL EXPENDITURES		340,155.00		62,703.28		35,550.37		277,451.72	81.57
NET OF REVENUES & EXPENDITURES		(207,055.00)		4,636.53		(30,237.78)		(211,691.53)	97.76

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PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDTG REMAIN
		AMENDED BUDGET	NORMAL	07/31/2021 (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	NORMAL	(ABNORMAL)	BALANCE	
Fund 204 - GENERAL HWY									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
204-000-402.000	CURRENT REAL PROPERTY TAXES	191,000.00		37,798.86		37,814.20		153,201.14	80.21
204-000-410.000	CURRENT PERSONAL PROPERTY TAX	14,000.00		605.82		593.42		13,394.18	95.67
204-000-412.000	DELINQUENT REAL PROPERTY TAX	12,000.00		0.00		0.00		12,000.00	100.00
204-000-441.000	LOCAL COMMUNITY STABILIZATION SHARE TAX	18,000.00		22,208.57		0.00		(4,208.57)	(23.38)
204-000-445.000	PENALTIES & INTEREST ON TAXES	5.00		0.74		0.00		4.26	85.20
204-000-665.000	INTEREST	2,400.00		591.70		(460.03)		1,808.30	75.35
204-000-695.000	MISC REVENUE	57,000.00		0.00		0.00		57,000.00	100.00
Total Dept 000 - BALANCE SHEET / GENERAL		294,405.00		61,205.69		37,947.59		233,199.31	79.21
TOTAL REVENUES		294,405.00		61,205.69		37,947.59		233,199.31	79.21
Expenditures									
Dept 446 - HIGHWAYS, STREETS (NOT ACT 51)									
204-446-702.001	ADMINISTRATION WAGES	9,330.00		3,514.52		637.83		5,815.48	62.33
204-446-710.000	ADMINISTRATION FICA	870.00		261.98		47.56		608.02	69.89
204-446-711.000	ADMIN EMPLOYERS SHARE OF PENSION	1,025.00		0.00		0.00		1,025.00	100.00
204-446-712.002	ADMIN BENEFITS	1,330.00		543.74		108.69		786.26	59.12
204-446-867.000	STREET REPAIRS	5,000.00		2,420.31		0.00		2,579.69	51.59
204-446-891.000	SIDEWALK REPLACEMENT PROGRAM	15,000.00		2,569.63		0.00		12,430.37	82.87
204-446-988.001	CIP - IONIA, PEARL, PLEASANT, EMERSON	307,000.00		49,711.70		33,283.10		257,288.30	83.81
204-446-990.986	MTF BOND PAYMENT - PRINCIPAL	65,000.00		65,000.00		0.00		0.00	0.00
204-446-990.987	CAPITAL IMPROVEMENT BOND - PRIN	8,400.00		8,400.00		0.00		0.00	0.00
204-446-990.988	CAPITAL IMPROV BOND II - PRIN	38,500.00		38,500.00		0.00		0.00	0.00
204-446-995.986	MTF BOND INTEREST	6,525.00		3,555.00		0.00		2,970.00	45.52
204-446-995.987	CAP IMPROVE BOND I INTEREST	962.00		518.40		0.00		443.60	46.11
204-446-995.988	CAP IMPROV BOND II INTEREST	8,661.00		4,548.25		0.00		4,112.75	47.49
Total Dept 446 - HIGHWAYS, STREETS (NOT ACT 51)		467,603.00		179,543.53		34,077.18		288,059.47	61.60
Dept 450 - MAINTENANCE / CONSTRUCTION									
204-450-702.001	STREET ADMIN SALARY	21,000.00		8,854.12		1,612.73		12,145.88	57.84
204-450-710.000	STREET ADMIN FICA	2,050.00		677.39		123.39		1,372.61	66.96
204-450-711.000	EMPLOYERS SHARE OF PENSION	2,255.00		1,313.75		233.84		941.25	41.74
204-450-712.002	STREET ADMIN BENEFITS	720.00		296.69		58.84		423.31	58.79
Total Dept 450 - MAINTENANCE / CONSTRUCTION		26,025.00		11,141.95		2,028.80		14,883.05	57.19
TOTAL EXPENDITURES		493,628.00		190,685.48		36,105.98		302,942.52	61.37
Fund 204 - GENERAL HWY:									
TOTAL REVENUES		294,405.00		61,205.69		37,947.59		233,199.31	79.21
TOTAL EXPENDITURES		493,628.00		190,685.48		36,105.98		302,942.52	61.37
NET OF REVENUES & EXPENDITURES		(199,223.00)		(129,479.79)		1,841.61		(69,743.21)	35.01

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT REMAIN
		AMENDED BUDGET	NORMAL	07/31/2021 (ABNORMAL)	MONTH 07/31/2021 INCREASE	(DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
248-000-402.000	CURRENT REAL PROPERTY TAXES	30,000.00		0.00		0.00		30,000.00	100.00
248-000-665.000	INTEREST	60.00		21.58		0.00		38.42	64.03
248-000-675.000	DONATIONS-PRIVATE SOURCES	1,000.00		0.00		0.00		1,000.00	100.00
Total Dept 000 - BALANCE SHEET / GENERAL		31,060.00		21.58		0.00		31,038.42	99.93
TOTAL REVENUES		31,060.00		21.58		0.00		31,038.42	99.93
Expenditures									
Dept 275 - DDA									
248-275-801.000	CONTRACTED SERVICES	5,000.00		0.00		0.00		5,000.00	100.00
248-275-815.000	DUES & MEMBERSHIPS	25.00		25.00		0.00		0.00	0.00
248-275-816.000	EDUCATION & TRAINING	1,000.00		0.00		0.00		1,000.00	100.00
248-275-880.000	COMMUNITY PROMOTION	2,000.00		414.26		0.00		1,585.74	79.29
248-275-881.000	ADVERTISING	200.00		500.00		0.00		(300.00)	(150.00)
248-275-967.000	BEAUTIFICATION	51,200.00		2,642.88		0.00		48,557.12	94.84
248-275-967.002	CHRISTMAS DECORATIONS	2,600.00		0.00		0.00		2,600.00	100.00
Total Dept 275 - DDA		62,025.00		3,582.14		0.00		58,442.86	94.22
TOTAL EXPENDITURES		62,025.00		3,582.14		0.00		58,442.86	94.22
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:									
TOTAL REVENUES		31,060.00		21.58		0.00		31,038.42	99.93
TOTAL EXPENDITURES		62,025.00		3,582.14		0.00		58,442.86	94.22
NET OF REVENUES & EXPENDITURES		(30,965.00)		(3,560.56)		0.00		(27,404.44)	88.50

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PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDDT REMAIN
		AMENDED BUDGET	NORMAL	07/31/2021 (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE		
Fund 290 - ARTS									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
290-000-401.001	ART IN THE PARK REVENUE-NEXT FY	2,000.00		0.00	0.00		2,000.00		100.00
290-000-401.290	ART IN THE PARK REVENUE	3,000.00		1,580.00	525.00		1,420.00		47.33
290-000-539.000	STATE GRANTS	5,500.00		0.00	0.00		5,500.00		100.00
290-000-610.000	FOOD BOOTH FEES	350.00		220.00	25.00		130.00		37.14
290-000-675.000	DONATIONS-PRIVATE SOURCES	3,000.00		8,200.00	0.00		(5,200.00)		(173.33)
Total Dept 000 - BALANCE SHEET / GENERAL		13,850.00		10,000.00	550.00		3,850.00		27.80
TOTAL REVENUES		13,850.00		10,000.00	550.00		3,850.00		27.80
Expenditures									
Dept 752 - ARTS									
290-752-701.000	OPER EXPENSE-GRANT DISBURSEMENT	50.00		50.00	0.00		0.00		0.00
290-752-724.000	REFUND/REIMBURSEMENTS	60.00		270.00	75.00		(210.00)		(350.00)
290-752-728.000	SUPPLIES	400.00		287.02	244.04		112.98		28.25
290-752-740.000	POSTAGE	100.00		115.58	44.00		(15.58)		(15.58)
290-752-793.000	OPERATING EXPENSE	100.00		194.95	0.00		(94.95)		(94.95)
290-752-794.000	T-SHIRTS	500.00		0.00	0.00		500.00		100.00
290-752-795.000	SOUND	1,500.00		1,500.00	0.00		0.00		0.00
290-752-796.000	ROLLS	200.00		0.00	0.00		200.00		100.00
290-752-798.000	CONCESSIONS SUPPLIES	100.00		50.00	50.00		50.00		50.00
290-752-851.000	RADIOS	75.00		100.00	0.00		(25.00)		(33.33)
290-752-852.000	TELEPHONE	625.00		280.90	68.58		344.10		55.06
290-752-881.000	ADVERTISING	6,000.00		2,048.33	1,800.05		3,951.67		65.86
290-752-895.000	KIDS AREA	300.00		0.00	0.00		300.00		100.00
290-752-898.000	ENTERTAINMENT	850.00		1,250.00	1,250.00		(400.00)		(47.06)
290-752-953.000	PORT A POTTY	200.00		545.00	0.00		(345.00)		(172.50)
290-752-963.000	MISCELLANEOUS EXPENSE	0.00		10.00	0.00		(10.00)		0.00
290-752-967.000	PROJECT COSTS	2,500.00		2,261.76	250.00		238.24		9.53
Total Dept 752 - ARTS		13,560.00		8,963.54	3,781.67		4,596.46		33.90
TOTAL EXPENDITURES		13,560.00		8,963.54	3,781.67		4,596.46		33.90
Fund 290 - ARTS:									
TOTAL REVENUES		13,850.00		10,000.00	550.00		3,850.00		27.80
TOTAL EXPENDITURES		13,560.00		8,963.54	3,781.67		4,596.46		33.90
NET OF REVENUES & EXPENDITURES		290.00		1,036.46	(3,231.67)		(746.46)		(257.40)

PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	07/31/2021 NORMAL (ABNORMAL)	MONTH 07/31/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 291 - CAR SHOW						
Revenues						
Dept 000 - BALANCE SHEET / GENERAL						
291-000-610.000	FOOD BOOTH FEES	25.00	0.00	0.00	25.00	100.00
291-000-625.000	REGISTRATIONS	900.00	0.00	0.00	900.00	100.00
291-000-665.000	INTEREST	5.00	1.60	0.00	3.40	68.00
291-000-675.000	DONATIONS-PRIVATE SOURCES	2,000.00	0.00	0.00	2,000.00	100.00
291-000-678.000	T-SHIRT REVENUE	100.00	0.00	0.00	100.00	100.00
Total Dept 000 - BALANCE SHEET / GENERAL		3,030.00	1.60	0.00	3,028.40	99.95
TOTAL REVENUES		3,030.00	1.60	0.00	3,028.40	99.95
Expenditures						
Dept 753 - CAR SHOW						
291-753-728.000	SUPPLIES	800.00	0.00	0.00	800.00	100.00
291-753-794.000	T-SHIRTS EXPENSE	200.00	0.00	0.00	200.00	100.00
291-753-881.000	ADVERTISING	650.00	0.00	0.00	650.00	100.00
291-753-887.000	TROPHIES	800.00	0.00	0.00	800.00	100.00
291-753-888.000	FLYERS	170.00	0.00	0.00	170.00	100.00
291-753-892.000	DOOR PRIZES	150.00	0.00	0.00	150.00	100.00
291-753-893.000	DJ	350.00	0.00	0.00	350.00	100.00
291-753-953.000	PORT A POTTY	150.00	0.00	0.00	150.00	100.00
Total Dept 753 - CAR SHOW		3,270.00	0.00	0.00	3,270.00	100.00
TOTAL EXPENDITURES		3,270.00	0.00	0.00	3,270.00	100.00
Fund 291 - CAR SHOW:						
TOTAL REVENUES		3,030.00	1.60	0.00	3,028.40	99.95
TOTAL EXPENDITURES		3,270.00	0.00	0.00	3,270.00	100.00
NET OF REVENUES & EXPENDITURES		(240.00)	1.60	0.00	(241.60)	99.33

PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	07/31/2021	MONTH 07/31/2021	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	REMAIN
Fund 590 - SEWER FUND						
Revenues						
Dept 000 - BALANCE SHEET / GENERAL						
590-000-590.603	SEWER NSF REVENUE	0.00	70.00	35.00	(70.00)	0.00
590-000-614.000	SEWER REVENUE	0.00	623,376.41	194,791.36	(623,376.41)	0.00
590-000-615.000	SEWER PENALTIES	0.00	3,112.97	63.80	(3,112.97)	0.00
590-000-619.000	LAB TESTING REVENUE	0.00	80.00	40.00	(80.00)	0.00
Total Dept 000 - BALANCE SHEET / GENERAL		0.00	626,639.38	194,930.16	(626,639.38)	0.00
TOTAL REVENUES		0.00	626,639.38	194,930.16	(626,639.38)	0.00
Fund 590 - SEWER FUND:						
TOTAL REVENUES		0.00	626,639.38	194,930.16	(626,639.38)	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		0.00	626,639.38	194,930.16	(626,639.38)	0.00

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PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDTG REMAIN
		AMENDED BUDGET	NORMAL	07/31/2021 (ABNORMAL)	MONTH 07/31/2021 INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	
Fund 591 - WATER FUND									
Revenues									
Dept 000 - BALANCE SHEET / GENERAL									
591-000-402.591	WATER REVENUE	960,000.00		330,977.45		82,946.59		629,022.55	65.52
591-000-445.000	PENALTIES & INTEREST	5,500.00		1,097.31		15.72		4,402.69	80.05
591-000-539.002	WELLHEAD PROTECTION	2,750.00		0.00		0.00		2,750.00	100.00
591-000-608.000	WATER TURN ON/OFF FEES	1,200.00		560.94		100.00		639.06	53.26
591-000-609.000	FINAL READ INCOME	500.00		150.00		10.00		350.00	70.00
591-000-665.000	INTEREST	5,000.00		1,180.68		(0.10)		3,819.32	76.39
591-000-674.000	INCENTIVE PROGRAM	3,000.00		0.00		0.00		3,000.00	100.00
591-000-695.000	MISC REVENUE	5,000.00		4,081.62		67.24		918.38	18.37
Total Dept 000 - BALANCE SHEET / GENERAL		982,950.00		338,048.00		83,139.45		644,902.00	65.61
TOTAL REVENUES		982,950.00		338,048.00		83,139.45		644,902.00	65.61
Expenditures									
Dept 536 - WATER/SEWER									
591-536-702.001	DEPT HEAD WAGES	49,750.00		21,383.75		3,886.63		28,366.25	57.02
591-536-702.704	FULL TIME WAGES	152,000.00		63,599.61		9,117.82		88,400.39	58.16
591-536-702.705	OVER TIME WAGES	2,500.00		1,854.53		268.96		645.47	25.82
591-536-702.706	PART TIME WAGES	2,000.00		0.00		0.00		2,000.00	100.00
591-536-702.707	SICK TIME PAYOUT	2,000.00		0.00		0.00		2,000.00	100.00
591-536-710.000	EMPLOYER FICA	20,000.00		5,903.00		951.46		14,097.00	70.49
591-536-711.000	EMPLOYERS SHARE OF PENSION	22,000.00		7,053.59		1,172.51		14,946.41	67.94
591-536-712.000	HEALTH INSURANCE EXPENSE	34,000.00		21,307.57		3,632.86		12,692.43	37.33
591-536-712.002	ADMIN BENEFITS	4,720.00		1,790.47		357.89		2,929.53	62.07
591-536-713.000	DENTAL INSURANCE EXPENSE	4,820.00		2,023.89		385.83		2,796.11	58.01
591-536-714.000	OPTICAL PLAN EXPENSE	615.00		310.01		58.49		304.99	49.59
591-536-716.000	WELLNESS PROGRAM	270.00		0.00		0.00		270.00	100.00
591-536-720.000	DISABILITY INSURANCE	2,260.00		961.92		178.33		1,298.08	57.44
591-536-721.000	LIFE INSURANCE EXPENSE	670.00		312.20		58.74		357.80	53.40
591-536-723.000	WORKMEN'S COMPENSATION	2,250.00		0.00		0.00		2,250.00	100.00
591-536-725.000	MEALS & MILEAGE	500.00		32.81		0.00		467.19	93.44
591-536-727.000	OFFICE SUPPLIES	500.00		354.50		0.00		145.50	29.10
591-536-728.000	SUPPLIES	1,500.00		222.00		0.00		1,278.00	85.20
591-536-732.000	CHEMICAL SUPPLIES	4,000.00		431.00		651.00		3,569.00	89.23
591-536-740.000	POSTAGE	1,500.00		758.02		578.81		741.98	49.47
591-536-741.000	MEDICAL & PHYSICALS	200.00		74.00		37.00		126.00	63.00
591-536-744.000	CLOTHING EXPENSE	1,200.00		(15.04)		0.00		1,215.04	101.25
591-536-751.000	GASOLINE PURCHASES	4,000.00		1,312.00		465.68		2,688.00	67.20
591-536-780.000	METER REPLACEMENT	3,000.00		80.05		0.00		2,919.95	97.33
591-536-801.000	CONTRACTED SERVICES	20,000.00		6,268.53		396.77		13,731.47	68.66
591-536-815.000	DUES & MEMBERSHIPS	4,000.00		600.00		0.00		3,400.00	85.00
591-536-816.000	EDUCATION & TRAINING	2,000.00		1,370.00		0.00		630.00	31.50
591-536-818.000	WELLHEAD PROTECTION	5,500.00		0.00		0.00		5,500.00	100.00
591-536-821.000	BANK FEES	100.00		0.00		0.00		100.00	100.00
591-536-822.000	FLEET INSURANCE	15,500.00		15,500.00		15,500.00		0.00	0.00
591-536-827.000	WATER TESTING FEES	2,700.00		888.00		768.00		1,812.00	67.11
591-536-850.000	COMMUNICATION EXPENSE	3,800.00		1,973.21		326.34		1,826.79	48.07
591-536-900.000	PRINTING & PUBLISHING	200.00		192.57		0.00		7.43	3.72
591-536-920.000	GAS AND ELECTRIC	61,000.00		22,444.46		5,033.88		38,555.54	63.21
591-536-931.001	MAINTENANCE/REPAIR-BUILDING	42,000.00		0.00		0.00		42,000.00	100.00
591-536-931.002	MAINTENANCE/REPAIR-EQUIPMENT	8,000.00		415.28		0.00		7,584.72	94.81
591-536-931.004	MAINTENANCE/REPAIR-VEHICLE	1,000.00		0.00		0.00		1,000.00	100.00
591-536-931.009	MAINTENANCE/REPAIR-WATER LINES	453,000.00		77,529.28		49,814.87		375,470.72	82.89

GL NUMBER	DESCRIPTION	2021-22		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT REMAIN
		AMENDED BUDGET	NORMAL	07/31/2021 (ABNORMAL)	MONTH 07/31/2021	INCREASE (DECREASE)	NORMAL	(ABNORMAL)	
Fund 591 - WATER FUND									
Expenditures									
591-536-931.010	MAINTENANCE/REPAIRS-TANKS	75,000.00		74,235.00		0.00		765.00	1.02
591-536-933.000	WELL REPAIRS	5,000.00		0.00		0.00		5,000.00	100.00
591-536-946.000	SCADA CONTROL SYSTEM	2,500.00		0.00		0.00		2,500.00	100.00
591-536-963.000	MISC EXPENSE	4,000.00		302.50		25.00		3,697.50	92.44
591-536-970.001	CAPITAL OUTLAY-EQUIPMENT	5,500.00		4,812.50		0.00		687.50	12.50
591-536-980.001	HARDWARE	9,200.00		3,024.22		751.16		6,175.78	67.13
591-536-980.002	SOFTWARE	500.00		0.00		0.00		500.00	100.00
591-536-994.000	CAPITAL IMPROVEMENT BOND	26,600.00		26,600.00		0.00		0.00	0.00
591-536-994.001	CAPITAL IMPROVEMENT BOND II	16,500.00		16,500.00		0.00		0.00	0.00
591-536-994.002	USDA BOND 2016	67,000.00		0.00		0.00		67,000.00	100.00
591-536-995.000	INTEREST EXPENSE	78,897.00		3,590.85		0.00		75,306.15	95.45
Total Dept 536 - WATER/SEWER		1,225,752.00		385,996.28		94,418.03		839,755.72	68.51
TOTAL EXPENDITURES		1,225,752.00		385,996.28		94,418.03		839,755.72	68.51
Fund 591 - WATER FUND:									
TOTAL REVENUES		982,950.00		338,048.00		83,139.45		644,902.00	65.61
TOTAL EXPENDITURES		1,225,752.00		385,996.28		94,418.03		839,755.72	68.51
NET OF REVENUES & EXPENDITURES		(242,802.00)		(47,948.28)		(11,278.58)		(194,853.72)	80.25

PERIOD ENDING 07/31/2021

GL NUMBER	DESCRIPTION	2021-22	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	07/31/2021	MONTH 07/31/2021	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	REMAIN
Fund 999 - PAYROLL CLEARING						
Revenues						
Dept 000 - BALANCE SHEET / GENERAL						
999-000-665.000	INTEREST	0.00	9.16	0.00	(9.16)	0.00
Total Dept 000 - BALANCE SHEET / GENERAL		0.00	9.16	0.00	(9.16)	0.00
TOTAL REVENUES		0.00	9.16	0.00	(9.16)	0.00
Fund 999 - PAYROLL CLEARING:						
TOTAL REVENUES		0.00	9.16	0.00	(9.16)	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		0.00	9.16	0.00	(9.16)	0.00
TOTAL REVENUES - ALL FUNDS						
		3,751,274.00	1,414,610.58	425,624.74	2,336,663.42	62.29
TOTAL EXPENDITURES - ALL FUNDS						
		4,680,588.00	1,014,410.13	279,597.59	3,666,177.87	78.33
NET OF REVENUES & EXPENDITURES		(929,314.00)	400,200.45	146,027.15	(1,329,514.45)	56.94

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank ARTS					
07/01/2021	ARTS	3149	GRIDER	GRIDER - PORTLAND AGENCY INC	354.00
07/01/2021	ARTS	3150	KAREN	KAREN BANKS	338.04 V
07/06/2021	ARTS	3151	KAREN	KAREN BANKS	338.04
07/08/2021	ARTS	3152	AMAZON	AMAZON CAPITAL SERVICES, INC.	18.94
07/09/2021	ARTS	3153	J-AD	J-AD GRAPHICS	176.00
07/15/2021	ARTS	3154	WION	WION RADIO	338.00
07/22/2021	ARTS	3155	AMAZON	AMAZON CAPITAL SERVICES, INC.	35.33
07/22/2021	ARTS	3156	CARDMEMBER	CARDMEMBER SERVICE	50.00
07/22/2021	ARTS	3157	KAREN	KAREN BANKS	179.99
07/22/2021	ARTS	3158	LACOC	LAKEWOOD AREA CHAMBER OF COMMERCE	100.00
07/22/2021	ARTS	3159	MATT PORTE	MATT PORTER	325.00
07/22/2021	ARTS	3160	MISC	DALE KROPF	500.00
07/22/2021	ARTS	3161	MISC	MICHAEL C. MADILL	200.00
07/22/2021	ARTS	3162	MISC	MATT SCHWARTZ	225.00
07/22/2021	ARTS	3163	VERIZON	VERIZON WIRELESS	49.64
07/26/2021	ARTS	3164	KAREN	KAREN BANKS	236.75
07/26/2021	ARTS	3165	J-AD	J-AD GRAPHICS	890.00
07/30/2021	ARTS	3166	AMAZON	AMAZON CAPITAL SERVICES, INC.	15.96
07/30/2021	ARTS	3167	MI FARM	MFB, INC.	216.06
07/30/2021	ARTS	3168	MISC	BARBARA HICKS	75.00
07/30/2021	ARTS	3169	MISC	RYAN RICHMOND	150.00

ARTS TOTALS:

Total of 21 Checks:	4,811.75
Less 1 Void Checks:	338.04
Total of 20 Disbursements:	4,473.71

Bank DDA 6015 DOWNTOWN DEVELOPMENT AUTHORITY

07/01/2021	DDA	1173	DORNBROS	DORNBROS SIGN, INC.	155.40
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DDA TOTALS:

Total of 1 Checks:	155.40
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	155.40

Bank GEN 1447 GENERAL FUND

07/02/2021	GEN	41578	MML LIABIL	MML LIABILITY & PROPERTY POOL	15,553.00
07/08/2021	GEN	41579	014	VILLAGE OF LAKE ODESSA	1,274.26
07/08/2021	GEN	41580	AMAZON	AMAZON CAPITAL SERVICES, INC.	1,133.88
07/08/2021	GEN	41581	CONSUMERS	CONSUMERS ENERGY	2,479.00
07/08/2021	GEN	41582	MENARD	MENARDS-IONIA	221.36
07/08/2021	GEN	41583	MISC	JOETTE HUDBERG	25.00
07/08/2021	GEN	41584	MISC	SHIRLENE DEMARAY	25.00
07/08/2021	GEN	41585	MSP	MICHIGAN STATE POLICE	30.00
07/08/2021	GEN	41586	QUADIENT	QUADIENT FINANCE USA, INC.	400.00
07/08/2021	GEN	41587	VERIZON	VERIZON WIRELESS	148.77
07/08/2021	GEN	41588	WEX	WEX BANK	1,488.59
07/12/2021	GEN	41589	LRA	LAKEWOOD RECREATIONAL AUTHORITY	450.00
07/12/2021	GEN	41590	MISC	SARA KNIGHT	75.00
07/15/2021	GEN	41591	CALEDONIA	CALEDONIA FARMERS ELEVATOR	230.00
07/15/2021	GEN	41592	CINTAS	CINTAS FIRST AID & SAFETY	131.28
07/15/2021	GEN	41593	GREGORYEM	GREGORY EM GRAPHICS & DESIGN	34.00
07/15/2021	GEN	41594	HOLLAND	HOLLAND DEPT OF PUBLIC SAFETY	100.00
07/15/2021	GEN	41595	HUTSON	HUTSON, INC.	320.00 V
07/15/2021	GEN	41596	ICEA	IONIA COUNTY ECONOMIC ALLIANCE	2,000.00
07/15/2021	GEN	41597	KDP	KDP RETIREMENT PLAN SVCS, INC	135.00
07/15/2021	GEN	41598	MILLER	MILLER JOHNSON	63.25
07/15/2021	GEN	41599	MMTA	MICHIGAN MUNICIPAL TREASURERS ASSOC	359.00
07/15/2021	GEN	41600	NAPA	NAPA OF IONIA	76.03
07/15/2021	GEN	41601	PARTS	LAKE ODESSA PARTS PLUS	9.87
07/15/2021	GEN	41602	SMITHWELD	SMITH WELDING & REPAIR	1.80
07/15/2021	GEN	41603	TRUE	VILLAGE TRUE VALUE LUMBER	32.19
07/15/2021	GEN	41604	VFW	VFW POST 4461	61.00
07/15/2021	GEN	41605	WOW	WOW! BUSINESS	70.99
07/22/2021	GEN	41606	AMAZON	AMAZON CAPITAL SERVICES, INC.	223.38
07/22/2021	GEN	41607	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	2,283.16
07/22/2021	GEN	41608	CARDMEMBER	CARDMEMBER SERVICE	679.10
07/22/2021	GEN	41609	CONSUMERS	CONSUMERS ENERGY	698.89
07/22/2021	GEN	41610	JOHN	JOHN DEERE FINANCIAL	320.00
07/22/2021	GEN	41611	LWWA	LAKEWOOD WASTEWATER AUTHORITY	64.27
07/22/2021	GEN	41612	MUNICODE	MUNICODE	6,050.00
07/22/2021	GEN	41613	NYE	NYE UNIFORM	221.96

Check Date	Bank	Check	Vendor	Vendor Name	Amount
07/22/2021	GEN	41614	SBAM PLAN	THE SBAM PLAN	462.83
07/22/2021	GEN	41615	TRUE	VILLAGE TRUE VALUE LUMBER	1.58
07/22/2021	GEN	41616	VERIZON	VERIZON WIRELESS	270.60
07/22/2021	GEN	41617	WOW	WOW! BUSINESS	129.47
07/22/2021	GEN	41618	WOW	WOW! BUSINESS	91.25
07/30/2021	GEN	41619	NAPA	NAPA OF IONIA	59.99
07/30/2021	GEN	41620	SMITHWELD	SMITH WELDING & REPAIR	45.00

GEN TOTALS:

Total of 43 Checks:	38,529.75
Less 1 Void Checks:	320.00
Total of 42 Disbursements:	38,209.75

Bank HWY 6659 GENERAL HWY

07/22/2021	HWY	2028	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	95.66
07/22/2021	HWY	2029	SBAM PLAN	THE SBAM PLAN	71.87
07/22/2021	HWY	2030	SDVGC	SDVGC INC.	33,283.10

HWY TOTALS:

Total of 3 Checks:	33,450.63
Less 0 Void Checks:	0.00
Total of 3 Disbursements:	33,450.63

Bank LOC 6646 LOCAL STREETS

07/22/2021	LOC	2291	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	27.37	V
07/22/2021	LOC	2292	SBAM PLAN	THE SBAM PLAN	10.52	V
07/22/2021	LOC	2293	SDVGC	SDVGC INC.	34,868.01	V
07/22/2021	LOC	2294	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	27.37	
07/22/2021	LOC	2295	SBAM PLAN	THE SBAM PLAN	10.52	
07/22/2021	LOC	2296	SDVGC	SDVGC INC.	34,868.01	

LOC TOTALS:

Total of 6 Checks:	69,811.80
Less 3 Void Checks:	34,905.90
Total of 3 Disbursements:	34,905.90

Bank MAJ 6633 MAJOR STREETS

07/22/2021	MAJ	2363	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	48.30
07/22/2021	MAJ	2364	SBAM PLAN	THE SBAM PLAN	10.83
07/22/2021	MAJ	2365	SDVGC	SDVGC INC.	41,207.65

MAJ TOTALS:

Total of 3 Checks:	41,266.78
Less 0 Void Checks:	0.00
Total of 3 Disbursements:	41,266.78

Bank PR VI 1498 PAYROLL

07/07/2021	PR VI	20(E)	AMERICAN F	AMERICAN FUNDS	187.50
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PR VI TOTALS:

Total of 1 Checks:	187.50
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	187.50

Bank WATER 6620 WATER

07/01/2021	WATER	5230	BADGER	BADGER METER	751.16
07/01/2021	WATER	5231	HSV	HSV REDI-MIX	350.68
07/01/2021	WATER	5232	TRICOU	HOMEWORKS	2,929.22
07/02/2021	WATER	5233	MML LIABIL	MML LIABILITY & PROPERTY POOL	15,500.00
07/08/2021	WATER	5234	H2O	H2O COMPLIANCE SERVICES INC.	150.00
07/08/2021	WATER	5235	HSV	HSV REDI-MIX	541.58
07/08/2021	WATER	5236	IONIA CITY	CITY OF IONIA	44.00
07/08/2021	WATER	5237	QUADIENT	QUADIENT FINANCE USA, INC.	400.00
07/08/2021	WATER	5238	VERIZON	VERIZON WIRELESS	34.70
07/08/2021	WATER	5239	WEX	WEX BANK	465.68
07/15/2021	WATER	5240	AT&T	AT&T	87.99

Check Date	Bank	Check	Vendor	Vendor Name	Amount
07/15/2021	WATER	5241	HSV	HSV REDI-MIX	141.10
07/15/2021	WATER	5242	KCI	KCI	290.58
07/15/2021	WATER	5243	KDP	KDP RETIREMENT PLAN SVCS, INC	135.00
07/15/2021	WATER	5244	SHMG	SHMG OCCUPATIONAL HEALTH	37.00
07/22/2021	WATER	5245	SBAM PLAN	THE SBAM PLAN	283.54
07/22/2021	WATER	5246	BLUE CROSS	BLUE CROSS BLUE SHIELD OF MICHIGAN	5,548.23
07/22/2021	WATER	5247	CONSUMERS	CONSUMERS ENERGY	898.88
07/22/2021	WATER	5248	HAVILAND	HAVILAND	431.00
07/22/2021	WATER	5249	IONIA CITY	CITY OF IONIA	44.00
07/22/2021	WATER	5250	SDVGC	SDVGC INC.	49,132.19
07/22/2021	WATER	5251	STATE OF M	STATE OF MICHIGAN	680.00
07/22/2021	WATER	5252	VERIZON	VERIZON WIRELESS	138.92
07/22/2021	WATER	5253	WOW	WOW! BUSINESS	64.73
07/23/2021	WATER	5254	015	VILLAGE OF LAKE ODESSA - GENERAL	25.00

WATER TOTALS:

Total of 25 Checks:	79,105.18
Less 0 Void Checks:	0.00
Total of 25 Disbursements:	79,105.18

REPORT TOTALS:

Total of 103 Checks:	267,318.79
Less 5 Void Checks:	35,563.94
Total of 98 Disbursements:	231,754.85

Discussion Items

**VILLAGE OF LAKE ODESSA
PROPOSED STREETLIGHT BANNER POLICY
JULY 21, 2021**

I. LIGHT POLE BANNER PROGRAM PURPOSE

- a) To compliment the aesthetic appearance and/ or improvement of the Village of Lake Odessa.
- b) To introduce color or a sense of excitement.
- c) To assist in the promotion of cultural or civic events/ programs sponsored by local non-profit groups reflecting general community interest.
- d) To promote Village special events by bringing increased attention and awareness.
- e) To actively celebrate the Village of Lake Odessa, its history, and culture.

II. DEFINITIONS

Sponsoring Organization/ Applicant – Community groups with a nonprofit status and/or with activities reflecting general community interest.

Village – the Village of Lake Odessa

Village Manager-- Chief Administrative Officer of the Village responsible for the proper management of the banner system.

Streetlight Banner- Banners used in the Village which are placed on Village-owned decorative streetlight poles.

Streetlight – decorative light poles owned, operated, and maintained by the Village of Lake Odessa.

DPW – Village of Lake Odessa Department of Public Works

III. LIGHT POLE BANNER POLICY

A. ELIGIBILITY: Potential streetlight banner program participants must represent and/ or promote local nonprofit or cultural civic events or activities of particular interest or benefit to the Village of Lake Odessa. Streetlight banners are not to be used for commercial advertising of any kind or to advertise or promote any political candidates, parties, or issues. Established and recognized Village events/ programs/ activities shall have priority for dates with regard to banner space.

B. BANNER INFORMATION CONTENT: all streetlight banner designs should be artistic in nature, graphically or symbolically representing the subject/purpose of the community event or non-profit group. Banners can include text for dates, activities, logos, pictures, and/or title of event.

Banners may not contain any explicit or suggestive content.

C. BANNER DESIGN: The graphic design of all banners used in the Village of Lake Odessa banner program shall be developed by each individual sponsoring organization under the banner program guidelines set forth in this document. Sponsoring organizations shall be solely responsible for ensuring that they are not infringing upon any existing copyrights or trademarks. Furthermore, all costs for the design and manufacture of these banners shall be borne by the sponsoring organization/ applicant, not by the Village of Lake Odessa. Banners that do not resemble the design submitted with the application may be denied by the Village Manager prior to installation.

D. BANNER SPECIFICATIONS

1. Banners must measure 18" wide by 36.5" tall.
2. All banners shall be printed on both sides of the banner fabric.
3. Banners shall be made of marine acrylic canvas, poly canvas, or heavy reinforced vinyl resistant to ultraviolet rays, mold, and mildew. Each banner shall have double stitched, reinforced hems.
4. All banners must have both a reinforced top loop and bottom loop, which will allow for the banners to properly hang on the banner brackets.
5. Banners may only be placed/ hung, adjusted, or removed by the Village's Department of Public Works.
6. Banners may only be placed on streetlights that have banner brackets currently in place – no extra banner brackets will be installed unless upon the consent of the Village.
7. In accordance with Article II, Sec 10-40(a) of the Village Code of Ordinance, no signs may be affixed, attached, placed, stamped, written, painted, or pasted on streetlights/ poles other than the aforementioned banners as permitted by this policy.

E. APPLICATION PROCESS: the applying organization shall make a written application and present it to the Village Manager's office six (6) weeks prior to the desired installation date. The Village Manager will review the application. If space is available, the proposed banners meet the specifications as outlined in this policy, and the dates requested do not interfere with either the date of an established community event or a prior submitted request, the Village Manager may authorize the placement of banners.

All applications shall include the following information:

- Name of special event
- Name, address, email address, and all relevant contact information for the sponsoring organization.
- Date of special event
- Time period requested for banner exposure
- A professional proof of the banner design
- Number of streetlight banners to be ordered
- Desired location of banners

F. APPROVAL TIME: The Village Manager shall have a maximum of fourteen (14) days to review the application. The Village Manager may approve the application, deny the application, or ask for Village Council review of the application, as the Village Manager determines necessary.

G. APPEALS: The Village Manager is authorized by the Lake Odessa Village Council to approve the design and placement of streetlight banners. If a banner design or placement request is denied by the Village Manager, the sponsoring organization may appeal the decision directly to the Village Council at their next regular Council meeting.

H. BANNER PLACEMENT: The Village of Lake Odessa's Public Works Department shall be responsible for placement and retrieval of approved streetlight banners. The Village Council shall establish a charge annually for the installation and removal of banners for each special event, taking into consideration the costs for the installation and removal of banners as calculated by Village staff. Village-sponsored events (e.g., Art in the Park) and Village-owned seasonal banners shall be exempt from fees. All installation fees shall be submitted to the Village of Lake Odessa prior to any banner placement. The sponsoring organization shall promptly retrieve all banners from the Department of Public Works upon removal. If banners are not picked up after fourteen (14) days following their removal from streetlights, these banners will be considered unwanted and will be disposed of promptly by the Village.

I. LENGTH OF EXPOSURE: Banners may be hung for a period not to exceed four (4) weeks. Banners owned and maintained by the Village of Lake Odessa are exempt.

J. STORAGE AND LIABILITY: All banners shall be the sole responsibility of the sponsoring organization/ applicant. The Village will not be responsible for the storage of banners. The applicant also recognizes and agrees that the Village of Lake Odessa is not responsible for any theft, vandalism, accident, or other force majeure that may cause harm/ loss/ destruction/ injury to the provided sponsored

banners.

K. BANNER CONDITION: The Village Manager, or the Manager's designee, has the authority to refuse the placement of streetlight banners which, because of previous use, are in poor condition or that fail to meet the aforementioned standards as listed above. Furthermore, the Village Manager has the authority to order the removal of banners which have become frayed, ripped, or otherwise unsightly. The Village Manager also has the authority to deny banners that do not resemble the design proof as submitted with the initial application.

IV. GROUP RESPONSIBILITIES

A. Village of Lake Odessa

- Provides use of streetlights.
- Authorizes the Village Manager to manage the banner program.
- Authorizes the Department of Public Works to install and retrieve streetlight banners for a fee to be set annually by the Village Council.
- The Council may hear appeals by sponsoring organizations that have had their application denied.

B. Sponsoring Organization/ Applicant

- Follows the banner program criteria established in the aforementioned policy.
- Creates their own respective original banner designs
- Bears the sole cost and responsibility of the design, manufacture, installation, removal, and storage of banners.

C. Village Manager's Office

- Manages the Streetlight Banner Policy
- Approves the designs for all banners.
- Determines placement and coordinates the installation and retrieval of banners with the DPW.
- Approves the placement of streetlight banners.

New Business

Lake Odessa Village Council

Ionia County, Michigan

Trustee _____, supported by Trustee _____, made a motion to adopt the following resolution:

RESOLUTION NO. 2021-41

APPROVING, AUTHORIZING, AND DIRECTING THE VILLAGE PRESIDENT TO SIGN A FIREWORKS PERMIT FOR THE LAKE ODESSA FAIR FOR SEPTEMBER 4, 2021

WHEREAS, the Lake Odessa fair Board had previously requested that the Village of Lake Odessa approve a permit for Great lakes Fireworks, LLC, to produce a firework display at the Lake Odessa Fairgrounds on Saturday, June 26, 2021 at approximately 10:00 pm; and

WHEREAS, the original date of the approved fireworks display was witness to a very severe thunderstorm, one that produced a tornado just north of the Village; and

WHEREAS, due to scheduling, this permit and request has been revised to propose having the fireworks display on Saturday, September 4, 2021; and

WHEREAS, the Fair Board has included an updated permit application, along with a certificate of liability insurance that names the Village of Lake Odessa as an additional insured for this event.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Lake Odessa Village Council approves, authorizes, and directs the Village President to sign the attached fireworks permit for the Lake Odessa Fair for a display on Saturday, September 4, 2021 at approximately 10:00 pm, at the Lake Odessa Fairgrounds.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 16, 2021

Patrick Reagan, Village Manager/ Clerk

2021 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

- Agricultural or Wildlife Fireworks
 Articles Pyrotechnic
 Display Fireworks
- Public Display
 Private Display
- Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT Lake Odessa Fair Civic and Agricultural Association	ADDRESS OF APPLICANT 13252 Ainsworth Road Lake Odessa, MI 48849	AGE OF APPLICANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	ADDRESS OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER
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IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
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NAME OF PYROTECHNIC OPERATOR Great Lakes Fireworks, LLC	ADDRESS OF PYROTECHNIC OPERATOR 3275 W. M-76, PO Box 276 West Branch, MI 48661	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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NO. YEARS EXPERIENCE 20+	NO. DISPLAYS 200+	WHERE Throughout Michigan
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NAME OF ASSISTANT TBD	ADDRESS OF ASSISTANT 24805 Marine Ave, Eastpointe, MI 48021	AGE OF ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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NAME OF OTHER ASSISTANT TBD	ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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EXACT LOCATION OF PROPOSED DISPLAY
Lake Odessa Fairgrounds

DATE OF PROPOSED DISPLAY June 26, 2021 (Rain: 9/4/21)	TIME OF PROPOSED DISPLAY Approx. 10:00 pm
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MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

Stored at federally licensed facility until date of display.

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$5,000,000	NAME OF BONDING CORPORATION OR INSURANCE COMPANY McGowan Allied Specialty
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ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
140 Fountain Parkway, North Suite 570 St. Petersburg, FL 33176

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
Approx. 165	2.5 Shells
Approx. 320	3" shells
Approx. 125	4" shells
Approx. 50	5" shells
Approx. 5	Varrious Barrage Cakes 2.5" and smaller

SIGNATURE OF APPLICANT	DATE
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2021 Permit for Fireworks Other Than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with ready, writing, hearing, etc. under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
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This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of an at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) <input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
NAME OF PERSON PERMIT ISSUED TO Lake Odessa Fair Civic and Agricultural Association		AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF PERSON PERMIT ISSUED TO 13252 Ainsworth Road, Lake Odessa, MI 48849		
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION		
ADDRESS		
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approx. 320 3" shells Approx. 75 4" shells Approx. 50 5" shells		
EXACT LOCATION OF DISPLAY OR USE Lake Odessa Fairgrounds		
CITY, VILLAGE, TOWNSHIP Lake Odessa	DATE June 26, 2021 (Rain date: 9/4/21)	TIME Approx. 10:00 pm
BOND OF INSURANCE FILED Yes		AMOUNT \$5,000,000

Issued by action of the Legislative Body of a <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____, 2021. <div style="text-align: center; border-top: 1px solid black; margin-top: 20px;"> <small>(Signature and Title of Legislative Body Representative)</small> </div>
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THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2021

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

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

PRODUCER McGowan Allied Specialty 140 Fountain Parkway, North Suite 570 St Petersburg FL 33176	CONTACT NAME: Mary Jo Picone PHONE (A/C, No, Ext): 727-547-3034 E-MAIL ADDRESS: mpicone@mcgowanallied.com	FAX (A/C, No): 727-367-2918
	INSURER(S) AFFORDING COVERAGE	
License#: 973 GREATLAK-13	INSURER A: T.H.E. Insurance Company	12866
INSURED Great Lakes Fireworks, LLC 24805 Marine Eastpointe MI 48021	INSURER B: Accident Fund Insurance Company of America	10166
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 261255596

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP0100711-11	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0100711-11	1/15/2021	1/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Collision Ded \$ 1,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELP0010168-11 VL	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Excess Auto \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ARP1200148040-02 MI	1/15/2021	1/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess liability GL			ELP0011852-06 GL	1/15/2021	1/15/2022	Ea Occur/Agg Limit 4,000,000
A	Inland Marine / Hull			CPP0100711-11	1/15/2021	1/15/2022	Hull Limit/Show Limit 250,000/500,000
A				CPP010071111	1/15/2021	1/15/2022	

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

Display Date: June 26, 2021 Rain Date: Sept 4, 2021 Location: Lake Odessa Fairgrounds, 1640 4th Ave., Lake Odessa, MI

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:

Village of Lake Odessa including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities; Lake Odessa Civic & Agricultural association an all its official, members, employees, volunteers, boards, commissions, and/or other authorities: Liberty Group, Inc.; Liberty Insurance.

Cert#: 21047

CERTIFICATE HOLDER**CANCELLATION**

Lake Odessa Civic & Agricultural Association
 11769 Bell Road
 Clarksville MI 48849

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

AUTHORIZED REPRESENTATIVE

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Lake Odessa Village Council

Ionia County, Michigan

Trustee _____, supported by Trustee _____, made a motion to adopt the following resolution:

RESOLUTION NO. 2021-42

APPROVING PAY APPLICATION #3 FROM SERVICE-DISABLED VETERAN'S GENERAL CONTRACTING FOR THE WATER MAIN IMPROVEMENT PROJECT ON PEARL, PLEASANT, IONIA, AND EMERSON STREETS

WHEREAS, the Village of Lake Odessa has previously entered into an agreement with Service-Disabled Veteran's General Contracting (SDVGC) for a watermain, water service, and street improvements on Pearl, Pleasant, Ionia, and Emerson Streets in the Village of Lake Odessa; and

WHEREAS, SDVGC has submitted, through GEI Consultants, Inc, the third pay application for their work on this project – this application is attached to this resolution; and

WHEREAS, Pay Application #3 is for the sum of \$203,897.05.

NOW THEREFORE BE IT RESOLVED:

1. The Lake Odessa Village Council approves the submitted Pay Application #3 from Service-Disabled Veteran's General Contracting (SDVGC) for the Water Main Improvement Project on Pearl, Pleasant, Ionia, and Emerson Streets, in the amount of \$203,897.05.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 16, 2021

Patrick Reagan, Village Manager/ Clerk

Contractor's Application for Payment No.

3

Application Period: 7/9/21-8/6/21		Application Date: 8/12/2021
To (Owner): Village of Lake Odessa	From (Contractor): Service Disabled Veterans General Contracting	Via (Engineer): GEI Consultants
Project: Lake Odessa Water System Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 1904446

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,148,609.79
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,148,609.79
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$489,577.14
5. RETAINAGE:		
a. 10% X \$489,577.14 Work Completed.....	\$	\$48,957.71
b. X _____ Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$48,957.71
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$440,619.42
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$236,722.37
8. AMOUNT DUE THIS APPLICATION.....	\$	\$203,897.05
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$666,953.36

Contractor's Certification


The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents

Contractor Signature

By:  Date: 8/10/2021

Payment of: \$ 203,897.05
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 08/13/21
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Lake Odessa Water System Improvements											Application Number: 3				
Application Period: 7/9/21-8/6/21											Application Date: 8/12/2021				
A					B					C	D	E	F		
Item					Contract Information	Pay App #1	Pay App #2	Pay App #3	Pay App #4	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)										
M 0110	Mobilization (5% of Total Base Bid Maximum)	1.00	LSUM	\$ 37,000.00	\$37,000.00	0.5	0.5			1	\$37,000.00		\$37,000.00	100.0%	
M 0210	Contractor Staking	1.00	LSUM	\$ 12,000.00	\$12,000.00	0.5				0.5	\$6,000.00		\$6,000.00	50.0%	\$6,000.00
M 0320	Maintaining Traffic	1.00	LSUM	\$ 2,810.00	\$2,810.00	1				1	\$2,810.00		\$2,810.00	100.0%	
M 0410	Utility Exploration	60.00	EACH	\$ 210.00	\$12,600.00		14	7		21	\$4,410.00		\$4,410.00	35.0%	\$8,190.00
M 0510	Soil Erosion and Sedimentation Control	1.00	LSUM	\$ 4,200.00	\$4,200.00	0.5				0.5	\$2,100.00		\$2,100.00	50.0%	\$2,100.00
M 0610	Utility Pole Bracing	3.00	EACH	\$ 1,000.00	\$3,000.00			1		1	\$1,000.00		\$1,000.00	33.3%	\$2,000.00
M-1110	Pre-Construction Surface Videotaping	1.00	LSUM	\$ 4,068.75	\$4,068.75	1				1	\$4,068.75		\$4,068.75	100.0%	
M-1155	Trash and Recycling Relocation	1.00	LSUM	\$ 500.00	\$500.00										\$500.00
R 0001	Pavement Removal	8352.00	SYD	\$ 1.97	\$16,453.44	8352				8352	\$16,453.44		\$16,453.44	100.0%	
R 0002	Subgrade Undercutting and Backfill	8000.00	CFD	\$ 26.80	\$80,400.00										\$80,400.00
R 0180	Remove Concrete Sidewalk, Ramp & Drive Approach	387	SFT	\$ 3.99	\$1,524.18										\$1,524.18
R 0170	Remove Concrete Curb and/or Gutter	1,236	LFT	\$ 4.50	\$5,562.00										\$5,562.00
R 0125	Tree Removal	1	LSUM	\$ 250.00	\$250.00										\$250.00
R 0220	Subbase, MDOT Class II, 12" (CIP)	8,352	SYD	\$ 10.30	\$86,025.60			1188		1188	\$12,236.40		\$12,236.40	14.2%	\$73,789.20
R 0320	Aggregate Base Under Bit, MDOT 22A, 8" (CIP)	8,352	SYD	\$ 10.21	\$85,273.92			1188		1188	\$12,129.48		\$12,129.48	14.2%	\$73,144.44
R 0410	Imported Trench Backfill, (CIP)	1,454	CFD	\$ 13.20	\$18,968.40	467	965	1200.2		2632.2	\$34,745.04		\$34,745.04	183.2%	-\$15,776.64
R 0610	Tensor BX 1200 Geogrid	8,352	SYD	\$ 3.50	\$29,232.00										\$29,232.00
R 0710	Bituminous Mixture, MDOT 13A - Leveling Course (2.5")	1,950	TON	\$ 68.30	\$92,205.00										\$92,205.00
R 0720	Bituminous Mixture, MDOT 13A - Top Course (1.5")	780	TON	\$ 77.86	\$60,730.80										\$60,730.80
R 0740	2" Bituminous Driveway Approach, MDOT 15A	1	TON	\$ 682.50	\$682.50										\$682.50
R 0745	Bituminous Curbing	934	LFT	\$ 1.05	\$980.70										\$980.70
R 0810	Gravel Driveway Approach, MDOT 23A, 6" (CIP)	250	SYD	\$ 9.00	\$2,250.00										\$2,250.00
R 0821	Aggregate Shoulder Course, MDOT 23A, 6" (CIP)	129	SYD	\$ 12.50	\$9,112.50										\$9,112.50
R 0910	Concrete Sidewalk, 4"	2,400	SFT	\$ 3.62	\$8,688.00										\$8,688.00
R 0916	Concrete Sidewalk, Paver	40	SFT	\$ 49.00	\$3,430.00										\$3,430.00
R 0920	Concrete Sidewalk Ramp, w/ Detectable Warning Strip	120	SFT	\$ 12.81	\$1,537.20										\$1,537.20
R 0930	Concrete Driveway Approach, 6"	659	SFT	\$ 4.46	\$2,939.14										\$2,939.14
R 0940	Concrete Curb and Gutter	1,236	LFT	\$ 14.70	\$18,169.20										\$18,169.20
R-1100	Pavement Markings	1	LSUM	\$ 1,200.00	\$1,200.00										\$1,200.00
S 0110	8" SDR-26 PVC Sanitary Sewer Main	15	LFT	\$ 88.15	\$1,322.25										\$1,322.25
S 0130	12" SDR-26 PVC Sanitary Sewer Main	38	LFT	\$ 110.49	\$4,198.62										\$4,198.62
S 1020	Connect to Existing Sanitary Sewer Main	4	EA	\$ 794.30	\$3,177.20										\$3,177.20
S 1040	Connect to Existing Sanitary Sewer Manhole	2	EA	\$ 916.60	\$1,833.20										\$1,833.20
S 0110	4" CPP Storm Sewer Main	93	LFT	\$ 48.83	\$4,638.85										\$4,638.85
S 0130	4" SDR-26 PVC Storm Sewer Main	15	LFT	\$ 49.36	\$740.40			8	18	26	\$1,283.36		\$1,283.36	173.3%	-\$542.96
S 1020	8" SDR-26 PVC Storm Sewer Main	48	LFT	\$ 55.26	\$2,652.48			47	117	164	\$9,062.64		\$9,062.64	341.7%	-\$6,410.16
S-1040	12" SDR-26 PVC Storm Sewer Main	394	LFT	\$ 55.39	\$21,823.66			367	11	378	\$20,937.42		\$20,937.42	95.9%	\$886.24
D 0400	Precast Drainage Structure, 48" Diameter	10	EA	\$ 4,516.01	\$45,160.10					3	\$40,644.09		\$40,644.09	90.0%	\$4,516.01
D 0800	Drainage Structure Cover	10	EA	\$ 782.54	\$7,825.40					3	\$7,042.86		\$7,042.86	90.0%	\$782.54
D 0830	Adjust Structure Cover	3	EA	\$ 275.00	\$1,375.00										\$1,375.00
D 0910	Connect to Existing Storm Sewer Main	1	EA	\$ 821.30	\$821.30										\$821.30
D 0920	Connect to Existing Storm Sewer Manhole	1	EA	\$ 865.50	\$865.50			1		1	\$865.50		\$865.50	33.3%	\$1,731.00
D 0930	Connect to Existing Catch Basin Lead	3	EA	\$ 610.20	\$1,830.60			1	11	12	\$7,322.40		\$7,322.40	133.3%	-\$1,830.60
W 0120	6" Watermain	103	LFT	\$ 47.86	\$4,929.58			31	82.5	113.5	\$5,432.11		\$5,432.11	110.2%	-\$502.53
W 0130	8" Watermain	28.25	LFT	\$ 52.71	\$1,491.65			524	1066	1236.5	\$148,984.82		\$148,984.82	99.9%	\$131.77
W 0430	8" RSGV w/Box	3	EACH	\$ 1,799.86	\$5,398.98			1	5	2	\$14,398.88		\$14,398.88	88.9%	\$1,799.86
W 0830	8" - DI Bcnd	26	EACH	\$ 495.63	\$12,886.38			1	2	7	\$4,956.30		\$4,956.30	38.5%	\$7,930.08
W-1110	8" x 6" Tee	1	EACH	\$ 853.03	\$853.03			1	5	6	\$5,118.18		\$5,118.18	85.7%	\$853.03

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Lake Odessa Water System Improvements											Application Number: 3				
Application Period: 7/9/21-8/6/21											Application Date: 8/12/2021				
A					B					C	D	E	F		
Item		Contract Information			Total Value of Item (\$)	Pay App #1	Pay App #2	Pay App #3	Pay App #4	Estimated Quantity Installed	Value of Work Installed to Date	Materials Prescullty Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No	Description	Item Quantity	Units	Unit Price											
W-1120	8" x 8" Tee	31	EACH	\$ 911.68	\$2,735.04	1	3			4	\$3,646.72		\$3,646.72	133.3%	-\$911.68
W-2220	8" x 6" Reducer	1	LACH	\$ 453.80	\$453.80										-\$453.80
W-2510	Cut and Cap Existing Watermain	8	LACH	\$ 539.37	\$4,314.96		1	2		3	\$1,618.11		\$1,618.11	37.5%	\$2,696.85
W-2520	Connect to Existing Watermain	5	LACH	\$ 3,107.05	\$15,535.25		1	2		3	\$9,321.15		\$9,321.15	60.0%	\$6,214.10
W-2530	Watermain Crossing	1	LACH	\$ 820.84	\$2,462.52										\$2,462.52
W-2550	Trench Undercut and Backfill	320	LYD	\$ 66.13	\$21,161.60										\$21,161.60
W-2610	Hydrant Assembly	7	EACH	\$ 4,243.33	\$29,703.31		2	5		7	\$29,703.31		\$29,703.31	100.0%	
W-2620	Remove Existing Hydrant	3	EACH	\$ 477.00	\$1,431.00										\$1,431.00
W-2660	Abandon Existing Valve Box	5	EACH	\$ 200.00	\$600.00				1	1	\$200.00		\$200.00	33.3%	\$400.00
WS-0940	1" Type K Copper Water Service	1,053	LFT	\$ 26.86	\$28,283.58		66	357		423	\$11,361.78		\$11,361.78	40.2%	\$16,921.80
WS-0941	2" HDPE Plastic Water Service	33	LFT	\$ 40.21	\$1,246.51										\$1,246.51
WS-0942	Non-Standard Water Service Replacement	35	EACH	\$ 1,015.86	\$35,548.10										\$35,548.10
WS-1020	1" Corporation Stop	39	EACH	\$ 412.15	\$14,013.10		2	11		13	\$5,357.95		\$5,357.95	38.2%	\$8,655.15
WS-1021	2" Corporation Stop	1	EACH	\$ 800.82	\$800.82										\$800.82
WS-1120	1" Curb Stop and Box	39	EACH	\$ 655.76	\$22,295.84		2	11		13	\$8,524.88		\$8,524.88	38.2%	\$13,770.96
WS-1121	2" Curb Stop and Box	1	EACH	\$ 928.75	\$928.75										\$928.75
WS-1140	1" Water Service Meter Pit	3	EACH	\$ 1,017.54	\$3,052.62				3	3	\$3,052.62		\$3,052.62	100.0%	
WS-1210	Connect to Existing Water Service	25	EACH	\$ 439.84	\$13,394.40		2	8		10	\$4,398.40		\$4,398.40	28.6%	\$10,996.00
R-0110	Remove Concrete Sidewalk, Ramp & Drive Approach	3	YD	\$ 3.99											
R-0910	Concrete Sidewalk, 4"	2	LFT	\$ 3.85											
CO-01	Detour Signage	1	LSUM	\$ 3,360.00	\$3,360.00		1			1	\$3,360.00		\$3,360.00	100.0%	
CO-02	4" RSGV w/box	1	EA	\$ 1,496.00	\$1,496.00		1			1	\$1,496.00		\$1,496.00	100.0%	
CO-03	4" Water Service	9	LFT	\$ 51.71	\$465.39				9	9	\$465.39		\$465.39	100.0%	
CO-04	8" Tapping Sleeve	1	PIE	\$ 1,220.00	\$1,220.00				1	1	\$1,220.00		\$1,220.00	100.0%	
CO-05	4" Bends	2	EA	\$ 385.28	\$770.56				2	2	\$770.56		\$770.56	100.0%	
CO-06	10" PVC Storm Sewer	104	LFT	\$ 55.26	\$5,747.04		104	6		110	\$6,078.60		\$6,078.60	105.8%	-\$331.56
Totals					\$1,107,572.78						\$489,577.14		\$489,577.14	\$0.44	\$617,995.65



Lake Odessa Village Council

Ionia County, Michigan

Trustee _____, supported by Trustee _____, made a motion to adopt the following resolution:

RESOLUTION NO. 2021-43

APPROVING A CHANGE ORDER FOR THE WATER MAIN IMPROVEMENT PROJECT ON PEARL, PLEASANT, IONIA, AND EMERSON STREETS

WHEREAS, the Village of Lake Odessa has previously entered into an agreement with Service-Disabled Veteran's General Contractors (SDVGC) for a watermain, water service, and street improvements on Pearl, Pleasant, Ionia, and Emerson Streets in the Village of Lake Odessa; and

WHEREAS, upon amendment of the plans of the plans and excavation of the project site, Village staff, GEI Consultants, Inc, and SDVGC recognized changes that needed to be made in order to place the new system components in their proper working order. A copy of the change order is attached to this resolution; and

WHEREAS, this change order is a quantity balancing change order; and

WHEREAS, the contractor has submitted the proposed change order (a copy of which is attached to this resolution) – if accepted, this Change Order will amend the total contract price from the amended amount (from Change Order #2) of \$1,213,405.41 to \$1,212,376.05, a decrease of \$1,029.36; and

WHEREAS, Village staff recommends that this change order be approved.

NOW THEREFORE BE IT RESOLVED:

1. The Lake Odessa Village Council approves the submitted Change Order #3 for the Water Main Improvement Project on Pearl, Pleasant, Ionia, and Emerson Streets
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 16, 2021

Patrick Reagan, Village Manager/ Clerk

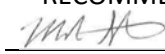
Date of Issuance: 06/21/2021	Effective Date: 07/19/21
Owner: Village of Lake Odessa	Owner's Contract No.:
Contractor: SDVGC	Contractor's Project No.:
Engineer: GEI Consultants of Michigan, P.C.	Engineer's Project No.: 1904446
Project: Water System Improvements	Contract Name: Ionia, Pearl, Pleasant, and Emerson

The Contract is modified as follows upon execution of this Change Order:

Description: Balance for sand backfill pay items (more imported, less undercut). Add storm sewer

Attachments: *CO-3 Breakdown*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,148,009.79</u>	Original Contract Times: Substantial Completion: <u>October 7, 2021</u> Ready for Final Payment: <u>October 21, 2021</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>64,795.62</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>7</u> Ready for Final Payment: <u>7</u> days
Contract Price prior to this Change Order: \$ <u>1,213,405.41</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 14, 2021</u> Ready for Final Payment: <u>October 28, 2021</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(1,029.36)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,212,376.05</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 14, 2021</u> Ready for Final Payment: <u>October 28, 2021</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: <u>08/13/21</u>	Date: _____	Date: _____

Base Bid									
Item No.	Item Description	Unit	Contract Unit Price	Original Contract Quantity	Original Contract Extension	C.O. #3 Quantity	C.O. #3 Extension	Revised Contract Quantity	Revised Contract Extension
M-0110	Mobilization (5% of Total Base Bid Maximum)	LSUM	\$ 37,000.00	1	\$ 37,000.00		\$ -	1	\$ 37,000.00
M-0210	Contractor Staking	LSUM	\$ 12,000.00	1	\$ 12,000.00		\$ -	1	\$ 12,000.00
M-0320	Maintaining Traffic	LSUM	\$ 2,810.00	1	\$ 2,810.00		\$ -	1	\$ 2,810.00
M-0410	Utility Exploration	EACH	\$ 210.00	60	\$ 12,600.00		\$ -	66	\$ 13,860.00
M-0510	Soil Erosion and Sedimentation Control	LSUM	\$ 4,200.00	1	\$ 4,200.00		\$ -	1	\$ 4,200.00
M-0610	Utility Pole Bracing	EACH	\$ 1,000.00	3	\$ 3,000.00		\$ -	3	\$ 3,000.00
M-1110	Pre-Construction Surface Videotaping	LSUM	\$ 4,068.75	1	\$ 4,068.75		\$ -	1	\$ 4,068.75
M-1155	Trash and Recycling Relocation	LSUM	\$ 500.00	1	\$ 500.00		\$ -	1	\$ 500.00
R-0001	Pavement Removal	SYD	\$ 1.97	8,352	\$ 16,453.44		\$ -	8842	\$ 17,418.74
R-0002	Subgrade Undercutting and Backfill	CYD	\$ 26.80	3,000	\$ 80,400.00	-800	\$ (21,440.00)	2280	\$ 61,104.00
R-0110	Remove Concrete Sidewalk, Ramp & Drive Approach	SYD	\$ 3.99	382	\$ 1,524.18		\$ -	382	\$ 1,524.18
R-0120	Remove Concrete Curb and/or Gutter	LFT	\$ 4.50	1,236	\$ 5,562.00		\$ -	1236	\$ 5,562.00
R-0125	Tree Removal	LSUM	\$ 250.00	1	\$ 250.00		\$ -	1	\$ 250.00
R-0220	Subbase, MDOT Class II, 12" (CIP)	SYD	\$ 10.30	8,352	\$ 86,025.60		\$ -	8842	\$ 91,072.60
R-0320	Aggregate Base Under Bit., MDOT 22A, 8" (CIP)	SYD	\$ 10.21	8,352	\$ 85,273.92		\$ -	8842	\$ 90,276.82
R-0410	Imported Trench Backfill, (CIP)	CYD	\$ 13.20	1,437	\$ 18,968.40	1100	\$ 14,520.00	2717	\$ 35,864.40
R-0610	Tensar BX 1200 Geogrid	SYD	\$ 3.50	8,352	\$ 29,232.00		\$ -	8842	\$ 30,947.00
R-0710	Bituminous Mixture, MDOT 13A - Leveling Course (2.5")	TON	\$ 68.30	1,350	\$ 92,205.00		\$ -	1431	\$ 97,737.30
R-0720	Bituminous Mixture, MDOT 13A - Top Course (1.5")	TON	\$ 77.86	780	\$ 60,730.80		\$ -	858	\$ 66,803.88
R-0740	2" Bituminous Driveway Approach, MDOT 13A	TON	\$ 682.50	1	\$ 682.50		\$ -	1	\$ 682.50
R-0745	Bituminous Curbing	LFT	\$ 1.05	934	\$ 980.70		\$ -	934	\$ 980.70
R-0810	Gravel Driveway Approach, MDOT 23A, 6" (CIP)	SYD	\$ 9.00	250	\$ 2,250.00		\$ -	250	\$ 2,250.00
R-0821	Aggregate Shoulder Course, MDOT 23A, 6" (CIP)	SYD	\$ 12.50	729	\$ 9,112.50		\$ -	729	\$ 9,112.50
R-0910	Concrete Sidewalk, 4"	SFT	\$ 3.62	2,400	\$ 8,688.00		\$ -	2400	\$ 8,688.00

Item No.	Item Description	Unit	Contract Unit Price	Original Contract Quantity	Original Contract Extension	C.O. #3 Quantity	C.O. #3 Extension	Revised Contract Quantity	Revised Contract Extension
R-0916	Concrete Sidewalk; Paver	SFT	\$ 49.00	70	\$ 3,430.00		\$ -	70	\$ 3,430.00
R-0920	Concrete Sidewalk Ramp, w/Detectable Warning Strip	SFT	\$ 12.81	120	\$ 1,537.20		\$ -	120	\$ 1,537.20
R-0930	Concrete Driveway Approach, 6"	SFT	\$ 4.46	659	\$ 2,939.14		\$ -	659	\$ 2,939.14
R-0940	Concrete Curb and Gutter	LFT	\$ 14.70	1,236	\$ 18,169.20		\$ -	1236	\$ 18,169.20
R-1100	Pavement Markings	LSUM	\$ 1,200.00	1	\$ 1,200.00		\$ -	1	\$ 1,200.00
S-0110	8" SDR-26 PVC Sanitary Sewer Main	LFT	\$ 88.15	15	\$ 1,322.25		\$ -	15	\$ 1,322.25
S-0130	12" SDR-26 PVC Sanitary Sewer Main	LFT	\$ 110.49	38	\$ 4,198.62		\$ -	38	\$ 4,198.62
S-1020	Connect to Existing Sanitary Sewer Main	EA	\$ 794.30	4	\$ 3,177.20		\$ -	4	\$ 3,177.20
S-1040	Connect to Existing Sanitary Sewer Manhole	EA	\$ 916.60	2	\$ 1,833.20		\$ -	2	\$ 1,833.20
D-0308	4" CPP Storm Sewer Main	LFT	\$ 48.83	95	\$ 4,638.85	-95	\$ (4,638.85)	0	\$ -
D-0309	4" SDR-26 PVC Storm Sewer Main	LFT	\$ 49.36	15	\$ 740.40	11	\$ 542.96	26	\$ 1,283.36
D-0320	8" SDR-26 PVC Storm Sewer Main	LFT	\$ 55.26	48	\$ 2,652.48	116	\$ 6,410.16	164	\$ 9,062.64
D-0340	12" SDR-26 PVC Storm Sewer Main	LFT	\$ 55.39	394	\$ 21,823.66		\$ -	394	\$ 21,823.66
D-0400	Precast Drainage Structure, 48" Diameter	EA	\$ 4,516.01	10	\$ 45,160.10		\$ -	10	\$ 45,160.10
D-0800	Drainage Structure Cover	EA	\$ 782.54	10	\$ 7,825.40		\$ -	10	\$ 7,825.40
D-0830	Adjust Structure Cover	EA	\$ 275.00	5	\$ 1,375.00		\$ -	5	\$ 1,375.00
D-0910	Connect to Existing Storm Sewer Main	EA	\$ 821.30	1	\$ 821.30		\$ -	1	\$ 821.30
D-0920	Connect to Existing Storm Sewer Manhole	EA	\$ 865.50	3	\$ 2,596.50		\$ -	3	\$ 2,596.50
D-0930	Connect to Existing Catch Basin Lead	EA	\$ 610.20	9	\$ 5,491.80	3	\$ 1,830.60	12	\$ 7,322.40
W-0120	6" Watermain	LFT	\$ 47.86	103	\$ 4,929.58	10.5	\$ 502.53	114	\$ 5,432.11
W-0130	8" Watermain	LFT	\$ 52.71	2,829	\$ 149,116.59		\$ -	3029	\$ 159,658.59
W-0430	8" RSGV w/Box	EACH	\$ 1,799.86	9	\$ 16,198.74		\$ -	9	\$ 16,198.74
W-0830	8" - DI Bend	EACH	\$ 495.63	26	\$ 12,886.38		\$ -	28	\$ 13,877.64

Item No.	Item Description	Unit	Contract Unit Price	Original Contract Quantity	Original Contract Extension	C.O. #3 Quantity	C.O. #3 Extension	Revised Contract Quantity	Revised Contract Extension
W-1110	8" x 6" Tee	EACH	\$ 853.03	7	\$ 5,971.21		\$ -	7	\$ 5,971.21
W-1120	8" x 8" Tee	EACH	\$ 911.68	3	\$ 2,735.04	1	\$ 911.68	4	\$ 3,646.72
W-2220	8" x 6" Reducer	EACH	\$ 453.80	1	\$ 453.80		\$ -	1	\$ 453.80
W-2510	Cut and Cap Existing Watermain	EACH	\$ 539.37	8	\$ 4,314.96		\$ -	8	\$ 4,314.96
W-2520	Connect to Existing Watermain	EACH	\$ 3,107.05	5	\$ 15,535.25		\$ -	6	\$ 18,642.30
W-2530	Watermain Crossing	EACH	\$ 820.84	3	\$ 2,462.52		\$ -	3	\$ 2,462.52
W-2550	Trench Undercut and Backfill	CYD	\$ 66.13	320	\$ 21,161.60		\$ -	320	\$ 21,161.60
W-2610	Hydrant Assembly	EACH	\$ 4,243.33	7	\$ 29,703.31		\$ -	7	\$ 29,703.31
W-2620	Remove Existing Hydrant	EACH	\$ 477.00	3	\$ 1,431.00		\$ -	3	\$ 1,431.00
W-2660	Abandon Existing Valve Box	EACH	\$ 200.00	3	\$ 600.00		\$ -	3	\$ 600.00
WS-0940	1" Type K Copper Water Service	LFT	\$ 26.86	1,053	\$ 28,283.58		\$ -	1125	\$ 30,217.50
WS-0941	2" HDPE Plastic Water Service	LFT	\$ 40.21	31	\$ 1,246.51		\$ -	31	\$ 1,246.51
WS-0942	Non-Standard Water Service Replacement	EACH	\$ 1,015.66	35	\$ 35,548.10		\$ -	37	\$ 37,579.42
WS-1020	1" Corporation Stop	EACH	\$ 412.15	34	\$ 14,013.10		\$ -	36	\$ 14,837.40
WS-1021	2" Corporation Stop	EACH	\$ 800.82	1	\$ 800.82		\$ -	1	\$ 800.82
WS-1120	1" Curb Stop and Box	EACH	\$ 655.76	34	\$ 22,295.84		\$ -	36	\$ 23,607.36
WS-1121	2" Curb Stop and Box	EACH	\$ 928.75	1	\$ 928.75		\$ -	1	\$ 928.75
WS-1140	1" Water Service Meter Pit	EACH	\$ 1,017.54	3	\$ 3,052.62		\$ -	3	\$ 3,052.62
WS-1210	Connect to Existing Water Service	EACH	\$ 439.84	35	\$ 15,394.40		\$ -	37	\$ 16,274.08
ALT-01	Remove Concrete Sidewalk, Ramp & Drive Approach	SFT	\$ 3.99	1,400	\$ 5,586.00		\$ -	1400	\$ 5,586.00
ALT-02	Concrete Sidewalk, 4"	SFT	\$ 3.85	12,600	\$ 48,510.00		\$ -	12600	\$ 48,510.00
CO-01	Detour Signage	LSUM	\$ 3,360.00	-	\$ -		\$ -	1	\$ 3,360.00
CO-02	4" RSGV w/box	EA	\$ 1,496.00	-	\$ -		\$ -	1	\$ 1,496.00
CO-03	4" Water Service	LFT	\$ 51.71	-	\$ -		\$ -	9	\$ 465.39
CO-04	8" Tapping Sleeve	EA	\$ 1,220.00	-	\$ -		\$ -	1	\$ 1,220.00
CO-05	4" Bends	EA	\$ 385.28	-	\$ -		\$ -	2	\$ 770.56
CO-06	10" PVC Storm Sewer	LFT	\$ 55.26	-	\$ -	6	\$ 331.56	110	\$ 6,078.60
					\$ 1,148,609.79		\$ (1,029.36)		\$ 1,212,376.05

Lake Odessa Village Council

Ionia County, Michigan

Trustee _____, supported by Trustee _____, made a motion to adopt the following resolution:

RESOLUTION NO. 2021-44

APPROVING, AUTHORIZING, AND DIRECTING THE VILLAGE MANAGER TO SIGN AND ISSUE A FRANCHISE AGREEMENT WITH WOW! INTERNET, CABLE, AND PHONE

WHEREAS, Per the Village of Lake Odessa Code of Ordinance, Chapter 30, Article II, Sections 30-31 through 30-41, WOW! Internet, Cable, and Phone had previously been granted a franchise from the Village of Lake Odessa, to operate a cable television and communication franchise within the Village; and

WHEREAS, the current franchise agreement expired on August 15, 2021 and

WHEREAS, WOW! Internet, Cable, and Phone provides telecommunications within the Village, they are required to reapply every ten (10) years for a franchise from the Village; and

WHEREAS, Wow! Internet, Cable, and Phone has submitted an application for renewal of their current franchise agreement, which was received on July 20, 2021. A copy of this application and agreement is attached to this resolution; and

WHEREAS, the current franchise agreement has set an annual video service provider fee of 3%, which is paid to the Village of Lake Odessa quarterly. Per the Michigan Public Service Commission, this amount can be between 3-5%. Village staff recommends that this rate continue at 3%.

NOW THEREFORE BE IT RESOLVED:

1. The Lake Odessa Village Council approves, authorizes, and directs the Village Manager to sign and issue a franchise agreement with WOW! Internet, Cable, and Phone, with the continuation of the 3% annual video service provider fee.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: August 16, 2021

Patrick Reagan, Village Manager/ Clerk



380 Wright Industrial Parkway
Pottersville, Michigan 48876

July 14, 2021

Village of Lake Odessa
839 Fourth Ave.
Lake Odessa, MI 48849

Dear Mr. Reagan,

The Cable Communications System Franchise Agreement between the Village of Lake Odessa and Millennium Digital Media, will be expiring soon. WOW! purchased MDM's Michigan system on January 13, 2012. Please find enclosed two copies of Michigan's *Uniform Video Service Local Franchise Agreement* for the Village of Lake Odessa. Both copies are signed by Bryant Murray, WOW's Operations Manager. The first two pages are the instruction sheets from the Michigan Public Service Commission's website.

I have listed the section of the Agreement that requires the Board's action and affixed a "sign here" tab at each section.

Section VI. Fees, A., ii asks the Village to enter a franchise fee from 0% to 5%. The Village's current franchise fee is 3%. This amount is the percentage of the customer's bill (residing in the Village) that is added to the customer's bill each month in the form of a franchise fee. WOW! collects these fees on behalf of the Village and will begin sending these checks to the Village quarterly.

Section VIII. PEG Fees (Public, Education & Governmental access fees), 1, 2 and 3, is not applicable. You can either leave them blank or enter zeros (0).

Page 9 of the Agreement and page 2 of Attachment 1 are signature pages. On page 9, *Date submitted* is the date you received the Agreement from WOW! and *Date completed and approved* is the date of the Board's action.

Please keep one copy of the Franchise agreements as the Village's original. Then send one of the completed Agreements to my attention in the enclosed envelope as soon as it's complete. Please let me know if I can be of assistance. My direct phone in Pottersville is 517-319-3150.

Regards,

A handwritten signature in blue ink, appearing to read "Bryant Murray".

Bryant Murray
bryant.murray@wowinc.com
[Phone \(517\) 319-3150](tel:5173193150)

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement.* (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate “dropdown box” (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as “confidential.”
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the “**Attachment 2 - Uniform Video Service Local Franchising Entity**” form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 241-2400

Questions should be directed to the Service Quality Division, Michigan Public Service Commission at (517) 241-6100.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (“Agreement”) is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the “Act”) by and between the Village of Lake Odessa, a Michigan municipal corporation (the “Franchising Entity”), and Millennium Digital Media Systems, LLC, a State of Delaware corporation doing business as WOW! Internet Cable Phone.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. “Cable Operator” means that terms as defined in 47 USC 522(5).
- B. “Cable Service” means that terms as defined in 47 USC 522(6).
- C. “Cable System” means that term as defined in 47 USC 522(7).
- D. “Commission” means the Michigan Public Service Commission.
- E. “Franchising Entity” means the local unit of government in which a provider offers video services through a franchise.
- F. “FCC” means the Federal Communications Commission.
- G. “Gross Revenue” means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. “Household” means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. “Incumbent video provider” means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider’s existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. “IPTV” means internet protocol television.
- K. “Local unit of government” means a city, village, or township.
- L. “Low-income household” means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. “METRO Act” means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. “Open video system” or “OVS” means that term as defined in 47 USC 573.
- O. “Person” means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. “Public rights-of-way” means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. “Term” means the period of time provided for in Section V of this Agreement.
- R. “Uniform video service local franchise agreement” or “franchise agreement” means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. “Video programming” means that term as defined in 47 USC 522(20).
- T. “Video service” means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. “Video service provider” or “Provider” means a person authorized under the Act to provide video service.
- V. “Video service provider fee” means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed “confidential.” It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
“[insert PROVIDER’S NAME]
[CONFIDENTIAL INFORMATION]”
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Village of Lake Odessa:

Village of Lake Odessa

839 Fourth Ave.

Lake Odessa, MI 48849

Attn: Patrick Reagan

Fax No.: 616-374-7110

WideOpenWest Mid Michigan LLC

380 Wright Industrial Parkway

Potterville, MI 48876

Attn: Bryant Murray

Fax No.: 517-543-8057

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A.** Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B.** The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C.** Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D.** Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E.** The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Village of Lake Odessa, a Michigan Municipal Corporation

WideOpen West Mid Michigan LLC, a Delaware corporation doing business as WOW! Internet Cable Phone

By
Patrick Reagan
Print Name
Village Manager/Clerk
Title
839 Fourth Ave.
Address
Lake Odessa, MI
City, State, Zip
48849517-676-9277
Phone
616-374-7110
Fax
manager@lakeodessa.org
Email


By
Bryant Murray
Print Name
Operations Manager
Title
380 Wright Industrial Parkway
Address
Pottersville, MI 48876
City, State, Zip
517-319-3150
Phone
517-543-8057
Fax
bryant.murray@wowinc.com
Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)**

(Form must be typed)

Date: July 14, 2021		
Applicant's Name: WideOpenWest Mid Michigan, LLC d/b/a WOW! Internet Cable Phone		
Address 1: 380 Wright Industrial Parkway		
Address 2: PO Box 360		Phone: 517-319-3150
City: Potteville	State: MI	Zip: 48876
Federal I.D. No. (FEIN): 04-3561701		

Company executive officers:

Name(s): Teresa Elder
Title(s): President & CEO

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Bryant Murray		
Title: Operations Manager		
Address: 380 Wright Industrial Parkway		
Phone: 517-319-3150	Fax: 517-543-8057	Email: bryant.murray@wowinc.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Refer to the set of the Village of Lake Odessa area system prints provide in this package.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

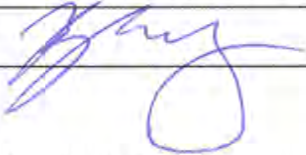
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: July 14, 2021

For All Applications:

**Verification
(Provider)**

I, Bryant Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Bryant Murray, Operations Manager	
Signature: 	Date: 7-14-21

(Franchising Entity)

Village of Lake Odessa, a Michigan municipal corporation

By
Patrick Reagan
Print Name
Village Manager/Clerk
Title
839 Fourth Ave.
Address
Lake Odessa, MI 48849
City, State, Zip
616-374-7110
Phone

Fax
manager@lakeodessa.org
Email

Date