AGENDA

RESCHEDULED REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, JANUARY 8, 2024, BEGINNING AT 7:00 P.M.

I. Call to order

II. Roll call

III. Pledge of Allegiance

IV. Scheduled Matters from the Floor
   A. County Update
   B. EDC Presentation by Penny Payea
   C. Real estate renewal and updates- Yvonne DeRoso

V. Public hearing

VI. Additions to the agenda

VII. Public comment on agenda items only (limited to 3 minutes)

VIII. Bids
   A. Backhoe

IX. Unfinished Business

X. New Business
   A. Bills
   B. Enactment of Ordinance 23-03 Building Department
   C. Resolution 24-01 meeting place and time
   D. Resolution 24-02 street administrator
   E. Resolution 24-03annual banks and signers
   F. Appointments to Housing Commission
   G. Approval of DWSRF water project grant

XI. Approval of the minutes and summary from the regular meeting held December 18, 2023.

XII. Consent Agenda
   A. Treasurer's Report and Investment Summary
   B. Minutes from the Zoning Board of Appeals meeting held August 14, 2023

XIII. Communications
   A. Letter from Mike Hoadley State Representative

XIV. Reports
   A. Mayor
      1. Re-appointment of Lois Bergquist to the Recreation Committee for a 3-year term.

2. Appoint Kim Ervans to the Board of Review for a partial term to end 12/31/24
3. Reappointment of Jozann Burgin to the ZBA for a 3-year term.

B. Council

C. Manager

XV. Public comment any topic

XVI. Adjournment

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

UPCOMING MEETINGS-EVENTS

January 9 Planning Commission 6:00 pm
January 11 West Branch Park and Recreation Committee 6:00 pm
January 17 Airport Board 12:15 pm
January 22 City Council 6:00 pm
January 23 DDA 12:00 pm
January 30 Election Commission 10:00 am

Next Meeting January 22, 2024 @ 6:00 pm

MEETING NOTICE

To comply with the Michigan Open Meetings Act (MCL 15.265):

The City of West Branch, 121 N. Fourth St. West Branch, MI 48661;

phone: (989) 345-0500; email: cityhall@westbranch.com
Internet where meeting notices are posted: www.westbranch.com (click on "CALENDAR OF EVENTS AND NOTICE OF MEETINGS" or go directly
to http://www.westbranch.com/calendar.php)

Notice of a City Council Meeting

NOTICE IS HEREBY GIVEN, that the West Branch City Council will reschedule the January 1st and January 15th meetings and hold those meetings on Monday, January 8, 2024 at 7:00 pm and January 22, 2024 at 6:00 pm.

DATE: Monday January 8, 2024
TIME: 7:00 pm
PLACE: City Hall Council Chambers
121 N. Fourth St.
West Branch, MI 48661

DATE: Monday January 22, 2024
TIME: 6:00 pm
PLACE: City Hall Council Chambers
121 N. Fourth St.
West Branch, MI 48661

Accommodations and necessary reasonable auxiliary aids and services are available upon request to persons with disabilities, as well as the hearing impaired, who require alternately formatted materials or auxiliary aids to ensure effective communication and access to meetings or hearings.

All requests for accommodation should be made with as much advance notice as possible by contacting City Clerk Lori Ann Clover at (989) 345-0500; 121 N. 4th St., West Branch, MI 48661; email: clerk@westbranch.com.

This notice was posted to comply with Sections 4 and 5 of Michigan Open Meetings Act (MCL 15.265) on the City of West Branch bulletin board, as well as on the City of West Branch website.

2389 M-76
West Branch, MI 48661

Ogemaw County
ECONOMIC DEVELOPMENT

989-345-1090
www.ogemawedc.com

January 3, 2024

Dear John Dantzer and the City of West Branch,

As we look ahead to 2024, we hope that every township and municipality will stand with the Ogemaw EDC to promote business development and economic opportunity throughout Ogemaw County. The purpose and mission of the Ogemaw County Economic Development Corporation *(EDC)*, is to support, promote, enhance and sustain economic development throughout the County. We want to work with you to help our area grow and prosper.

In 2023, the EDC worked with numerous businesses that were looking for a place to locate, had employees in need of training, or which were looking for new ways to grow. We hosted business workshops and we also worked to lower the barriers to business. The enclosed report details some of that. We also re-initiated our quarterly board meetings "on the road", hosted in Mills and Rose Townships. To continue to work to increase business, your support is necessary. Will you partner with us?

Enclosed is a copy of the new Ogemaw Outlook. Check out what has been happening around the County. The EDC has been busy! As this project develops, we encourage you to share what is going on in your world and we will broaden our coverage of EDC success stories.

Please reach out to the EDC with any ideas or questions. Thank you for your support!

Yours in Business,

Phil Durst
President, Ogemaw EDC

2024 Contribution Invoice

Thanks for your contribution to the Ogemaw County EDC. Your gift supports EDC's ongoing programs and allows us to continue to offer them at little or no charge. We are an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code.

_____ $400 _____ $600 _____ $1000 _____ $1500 _____ $2000

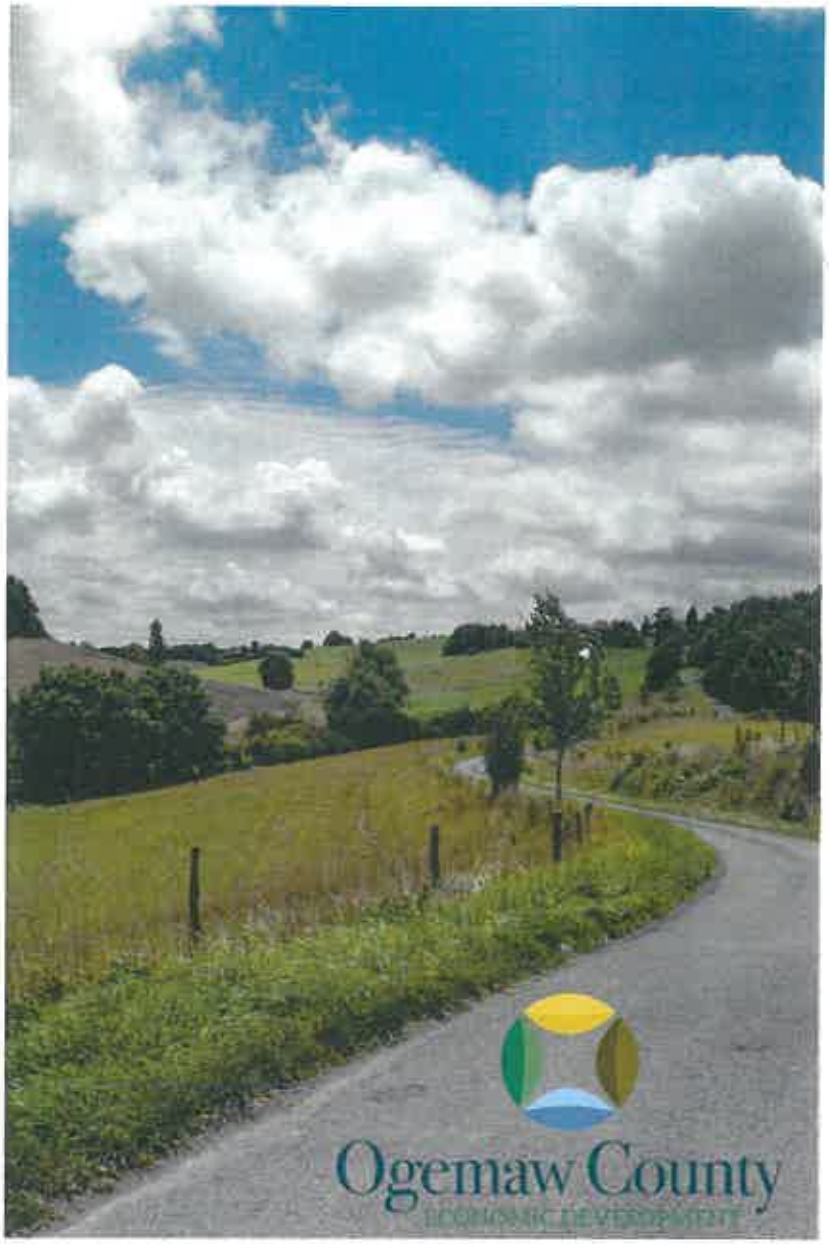
Please make checks payable to "Ogemaw County EDC"

Name _____

Address _____

Ogemaw Outlook

2022–23 & 2024, looking ahead



Message from the President

Phil Durst
Michigan State University Extension
Ogemaw County EDC Board President

Business is the economic lifeblood of the area. Every time dollars change hands, every time purchases are made or services are paid for, people are helped, livelihoods are enhanced and government is supported. The Ogemaw EDC is about business – helping it, guiding it, growing it. Our slogan is "Collaborate, Innovate and Grow Ogemaw County".

Growth in Ogemaw County is clearly evident. According to JobsEQ , employment in Ogemaw County is rising: up 274 jobs between 2023Q1 and 2022Q1 and up 461 jobs when 2023Q1 is compared to 2019Q4. These are encouraging figures for each new job affects families and communities.

New businesses and growing businesses don't just happen. They are the result of a lot of work, guidance and resources behind the scenes. Much of the work of the Ogemaw EDC is there, behind the scenes, talking with, meeting with, and working with businessmen and women to bring it to fruition. Without those efforts, often the ideas would simply vanish, go elsewhere or sprout, then wither away.

Business is personal, but the business world can be cold, hard and unfeeling. The Ogemaw EDC invites businessmen and women to a place that is warm and welcoming, where you can be fed with information and enjoy time with like-what's happening now, and to also look ahead. We invite you to interact with the EDC. Explore ways to secure growth and prosperity.

Questions about our services?
Ready to get involved?
Contact Penny Payea,
ppayea@michworks4u.org,
989.345.1090

Like the EDC on Facebook! Link the website to your site. List the EDC social media on your social media.

Who are we?

Our Board:

- Tiffany Schmieder-Kups, Human Services
- Theresa Erickson, Banking
- Ray Stover (Treasurer), Health
- Yvonne DeRoso, Real Estate
- Sue Delehanty, Land Bank
- Rich Castle (VP), Energy
- Heather Neuhaus, Chamber of Commerce
- Mike Ehinger, Education
- Elizabeth Grabow (Secretary), Business
- Denise Nault, Business
- Charles Wiltse, County Commissioner
- Phil Durst (President), Agriculture
- Penny Payea, Director

Non-Board Committee Members:

- Jim Kloostra
- Jeremy Hickmott
- Michelle Forsyth
- Mary Bickel
- Melissa Maeder
- Jackie Morgan

COMMITTEES:

Education
Revolving loan fund
Site Selection

Fundraising
Child Care

Our Mission

Collaborate, Innovate and Grow Ogemaw County

The mission of the Ogemaw County Economic Development Corporation (EDC) is to support, promote, enhance and sustain economic development throughout the county.

OUR ROLE

The Ogemaw Economic Development Corporation's (EDC) role is to support new and existing businesses, thus propagating economic growth in Ogemaw County.

OUR FOCUS

The EDC stays relevant to issues that affect our businesses and residents. Business is best when it is win-win; for employees, communities, and the county as well as for the business owners. Meeting the needs of employees helps to meet the needs of the business. Therefore, the EDC is sensitive to barriers for employees such as childcare, housing and is working with partners to reduce these obstacles. These are discussed more in the following pages.

The EDC understands that knowledge is powerful in business, for things are not the same as they were yesterday, change is a constant and learning is important. The EDC conducts educational workshops targeted for business owners and also encourages the workforce to pursue formal education wholeheartedly.

Resources can be limiting for business start-up, expansion or change. The EDC works to reduce that barrier with business loans while requiring applicants to work with the Small Business Development Center to write a thorough business plan.

Ideas, questions, connections and linkages are the daily bread and butter of the Ogemaw EDC for the benefit of Ogemaw County residents from North to South, East to West.

OUR CURRENT FOCUS

BUSINESS EDUCATION & WORKFORCE DEVELOPMENT

REVOLVING LOAN FUND

BUSINESS

CHILDCARE

HOUSING

Invite someone from the EDC to speak to your group, board or organization!

PARTNERSHPS

The work of economic development is bigger than the Board and Director of the Ogemaw EDC. The first step to creating an effective impact is to create a stellar TEAM. The EDC is proud to collaborate with a broad range of institutions, businesses, organizations and individuals.

The EDC partners with local government.

- EDC is proud to partner with the Ogemaw County Commissioners
- EDC is thankful for the support of many township and DDAs
- The EDC has a quarterly schedule of board meetings "on the road" in different townships

The EDC partners with agencies including:

- Michigan Works! Region 7B
- Michigan Economic Development Corporation (MEDC)
- USDA Small Business Administration (SBA)
- USDA Rural Development
- Small Business Development Center (SBDC)
- Community Economic Development Association of Michigan (CEDAM)

The EDC partners with organizations.

- Ogemaw EDC is an active member of the three Chambers of Commerce in the county - Rose City/Lupton, West Branch and Skidway Lake
- Ogemaw EDC partners with the Michigan Township Association

The EDC partners with businesses, including:

- Consumers Energy
- MyMichigan Health
- Huntington Bank

AND SO MANY MORE

Our collaboration door is always open for those who want to help advance the economy of Ogemaw County.

LEARN MORE ON OUR WEBSITE:
OGEMAWEDC.COM

Economic Outlook

Annually the EDC hosts an event that brings business owners, municipalities and legislators together to share highlights from the year.

In 2022 Sarah Lucas, who held the very new position of Executive Director of Rural Development, was our keynote speaker. Sarah shared with us her vision of her new role and allowed for us to share our thoughts for Ogemaw County.

2023 has been very exciting so far and as we move forward and continue to build our future, the Ogemaw EDC will continue to be a partner.

BUSINESS WORKSHOPS & EVENTS

Being in business is all about learning and growing. The EDC understands that and has hosted free workshops for anyone interested. In 2022 and 2023, these workshops were held:

- Taking the fear out of a business loan application
- Effective Use of Social Media Business
- Business Collaboration for Mutual Benefit

In these workshops, experienced people have shared their knowledge and recommendations.

More workshops are planned for 2024.

FINANCING ECONOMIC DEVELOPMENT *Breakfast*

Ogemaw County
ECONOMIC DEVELOPMENT

Join local funders and Ogemaw Economic Development Corporation to discuss our roles in business development and expansion in our county, including how the Revolving Loan Fund can be part of the solution.

JAN | 26th | 2024

2389 S M-76; West Branch, MI 48661

7:30 - 9 AM

RSVP to ppayea@michworks4u.org

The Ogemaw County EDC is always working to identify ways to "promote, support and enhance" Ogemaw County and the businesses within. Part of that is how we can help you grow and expand, or perhaps you are just starting out and need a hand. How do we do that? We collaborate with our local, state and federal partners. The Financing Economic Development Breakfast is an event where we meet with the lenders in the area on how we can work together to support our businesses and municipalities.

THE ADVANTAGES TO SHOPPING LOCALLY

IF YOU WERE TO REDIRECT
JUST 10 PERCENT
OF YOUR OUT-OF-STATE ECOMMERCE PURCHASES TO LOCAL BUSINESS,

MICHIGAN WOULD SEE THESE BENEFITS

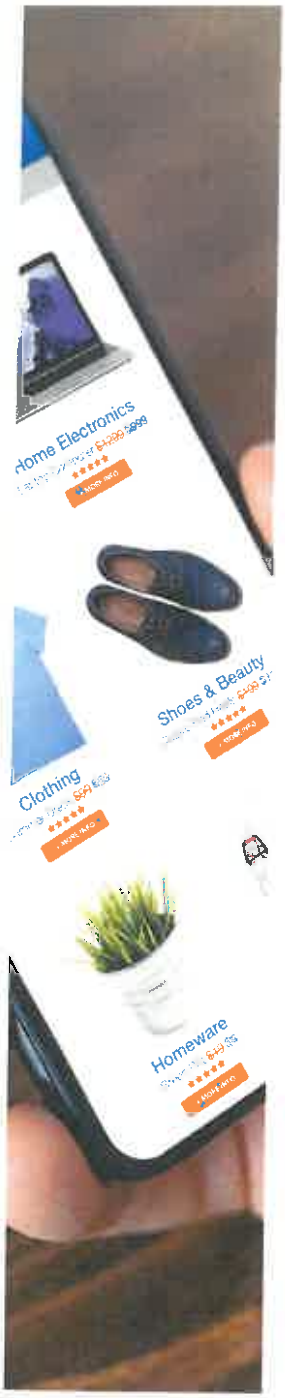
INCREASE EMPLOYMENT BY MORE THAN
17,000 NEW JOBS

INCREASE LABOR INCOME
$700 MILLION

INCREASE MICHIGAN ECONOMIC ACTIVITY
$1.3 BILLION

RETAIL INDUSTRIES THAT WOULD SEE THE LARGEST EMPLOYMENT GAINS

- NON-STORE 5,358 NEW JOBS
- CLOTHING 1,120 NEW JOBS
- GENERAL MERCHANDISE 1,421 NEW JOBS
- ELECTRONICS 749 NEW JOBS



West Branch Downtown Streetscape Sch

There is no question that a downtown project will be disruptive to the businesses in town. The planned project is all about making it easier and better to do business downtown and/or to upgrade important infrastructure.

SURVIVING OUR DOWNTOWN PROJECT

Short-term pain for long-term success. But what is a business owner to do during the short-term pain phase?

Beckett&Raeder

West Branch Downtown Streetscape Schematic Design
West Branch, Michigan

Start with attitude:

- Keep the end in mind and remind your staff and customers of the benefits of the final product of the construction.
- Be prepared to positively answer questions about the project and not complain.
- Acknowledge the hard work and support of all involved.
- Work with others; sharing your ideas and learning from theirs.

Consider changes and plan ahead to mitigate problems:

If you will be using an alternative entrance, prepare now to make it more visible, accessible, attractive and functional. That may mean:

- Better signage
- Sprucing up that entryway inside and outside
- Better door
- Setting up a checkout near that access point
- Rearranged displays

If you have more time on your hands because of less foot traffic:

- Work on your social media presence to promote (not to complain).
- Take time to think creatively about business and promotion.
- Talk more with your customers and learn how to be better for them and you.

Develop new customers:

- Market to construction crews, some of whom will be away from home during the week.
- Market to downtown workers who may not already be customers.

Consider alternative means:

- Expand or change business hours.
- Set up delivery options for businesses (group orders) or homes.
- Set up an auxiliary site for service or sales.

Partner with other downtown businesses:

- Collaborate to cross-promote businesses.
- Work with your Chamber of Commerce to develop construction stage celebrations.

Communicate, communicate, communicate:

- With employees about attitude as well as changes. Seek their input and ideas.
- With customers to keep them coming and learn about their interests.
- With suppliers who may not know how best to deliver.
- ·With other business owners on what works for you and for them.

The Ogemaw County EDC wants to work with you through this or other challenges that you face as a business. We understand that the temporary condition will be tough, but the EDC can help you look and plan ahead so that your business is better positioned for the future.

DID YOU KNOW?

Ogemaw County

5
Licensed Family Child Care Providers

7
Licensed Group Home Providers

1
Licensed Child Care Centers

637
Birth to 5 spots needed
FCF Calculation

77%
Children under 5 with all parents in the workforce
Estimate based on the 2021 ACS

140
Current child care capacity
FCF Calculation

777
Children under 5 with all parents working
Estimate based on the 2021 ACS

$759
Per Month
Cost of Infant/Toddler care
Michigan 2021 Market Rate Child Care Study Survey 75 percentile - Manistee County

$683
Per Month
Cost of Preschool care
Michigan 2021 Market Rate Child Care Study Survey 75 percentile - Manistee County

First Children's Finance

March 2023

50% of parents surveyed said that they had declined employment or withdrawn from the workforce due to child care issues!

OGEMAW EDC HAS SEVERAL ACTIVE GRANTS WORKING TO ALLEVIATE THE CURRENT SHORTAGE.

childcare

REVOLVING LOAN FUND

The EDC Revolving Loan Fund is set up to help businesses start, change, or expand. Primarily using funds from USDA Rural Development, the EDC makes loans typically for $5000 – 40,000 for 3-7 years at competitive rates.

The funded project should result in jobs gained or retained. The project should result in increased income so that the loan may be paid back on schedule.

Maybe a business needs to upgrade technology, improve the storefront, expand into a new area, purchase a "tool" that opens new possibilities, equips the business for a new venture, or adds in some other ways to business here in Ogemaw County. Contact the EDC to learn more.

The EDC does require all applicants to work with the Small Business Development Center to develop a viable business plan. We want to help each applicant get set-up for success. Loans must be secured with assets for as borrowers pay back their loans, that money is revolved in the community by lending it out to others.

We invest in you as you invest in business in Ogemaw County.

HOUSING

Ogemaw County, along with almost ALL other counties in Michigan, faces a housing shortage. This issue is a strong deterrent for new business, expansion projects and any other potential move to the area. Think about a business that wants to bring 50-100 jobs to the county, but there is nowhere for people to move into. This affects every income level.

Ogemaw EDC has joined the conversation at the regional level to try to bring state resources to the area and the county. As a part of this regional group, we are tasked to be part of priority committees:
·Housing Ecosystem
·Housing Stock
·Rental Housing
·Communication & Education

Ogemaw County housing info from Rocket Homes.com

Ogemaw County is a seller's housing market which means that prices tend to be higher and homes sell faster.

Homes in Ogemaw County sold for 26.4% more than they did a year ago.

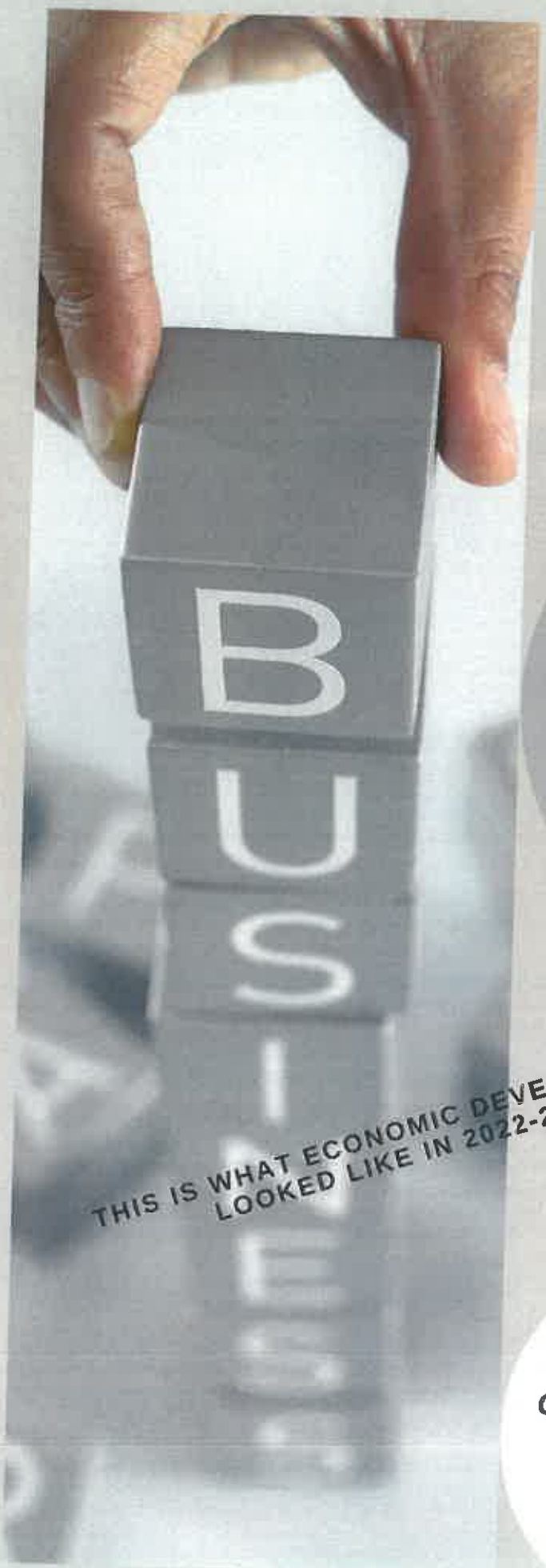
That increase in median price far exceeds the same measure in Alcona, Iosco, Oscoda, and Arenac Counties.

The number of homes for sale in September 2023 vs. the previous month was up only 0.8%.

2022-23

OGEMAW COUNTY HIGHLIGHTS

SINCE JANUARY 2022...



Ogemaw County has received 7 Going Pro Talent Fund training grants totalling $139,026. These grants allowed local businesses to upskill their staff to benefit their businesses.

THIS IS WHAT ECONOMIC DEVELOPMENT LOOKED LIKE IN 2022-23.

Over 114 business have been assisted by the edc in one way or another.

Over 500 new jobs were created in Ogemaw county.

2022-23

Consumers Energy FOUNDATION

meijer

MICHIGAN WORKS! REGION 7B

Northland Area Federal Credit Union

My Michigan Health
UNIVERSITY OF MICHIGAN HEALTH

The Ogemaw County HERALD

Ogemaw County VOICE

Huntington

West Branch AREA CHAMBER OF COMMERCE

Thank you to Ogemaw County for their support and dedication to economic development

NOTICE OF CITY BACKHOE SALE

The City of West Branch is currently taking bids on a 1996 Ford 575 Backhoe

- Four wheel drive
- Heated cab
- Extend a hoe
- 24" and 36" backhoe bucket

The sale of the backhoe is being handled by the public surplus sales program. To view more details on the sale or to place a bid, please visit the link below:
https://www.publicsurplus.com/sms/westbranch,mi/list/current?orgid=1010667

PS Public Surplus: Auction #3405 ×
publicsurplus.com/sms/auction/view?auc=3405754
Badger Meter: Maki... | Welcome to CGI Ad... | Welcome To West B... | Google Earth | Mercantile Bank of... | COVID-19 - DHD2 | SpartanMag | SpartanTailgate Ho...

City of West Branch MICHIGAN

Auction #3405754 - Ford 575 Backhoe

Ford 575 Backhoe
Auction #3405754
Bid on Item

Region:	MI
Increment:	$100.00
Current Price:	$14,000.00
Minimum bid:	$14,100.00
* Your proxy bid:	$
Currency:	USD
Bid Deposit:	REQUIRED

Submit

* Public Surplus will place incremental bids for you up to the maximum amount you are willing to bid using proxy bidding. Your maximum amount is only visible to you. No other bidders will know what your maximum bid is. If there is a reserve price, your bid will go to the reserve maximum and then any amount of your bid over the reserve amount. will be in a proxy bid.

Remember - this bid is the same as a contract. Please only bid on an item that you are serious about buying. If you do win the bid you are legally bound by contract to purchase the item.

How to place a bid

Shipping Price Estimator
Delivery Zipcode: 48661
Get Price Estimate
powered by uship

Current Price	$14,000.00 (Reserve has been met)
Time Left	4 hours 46 mins
High Bidder	j******7
# of Bids	7
First Offer	$2,500.00
Auction Started	Dec 8, 2023 01:59 PM EST
Auction Ends	Jan 5, 2024 03:00 PM EST Note: This auction might extend
Seller	City of West Branch [View seller's auctions]
Terms and Cond.	[View Terms and Conditions]
Pick-up Location	West Branch Public Works Garage [Map It] 403 S. First St West Branch, MI 48661
Auction Contact	John Dantzer (989) 345-0300 [Send Email]
Payment	Wire Transfer
Shipping	Buyer must pickup item(s)

Add to Watch List

Bid History
[View bid history]

Questions
0 Questions
0 Unanswered
[View/Ask Questions]

Revise Item
An addendum will be created if there are bids.
[Revise] [Auction Videos]

Copy Item
Copy Auction Copy the auction information to create a new one.
[Copy Auction]

Description

Year: 1996
Manufacturer: Ford
Model: 575
Hours: 6156
Running Condition: Good
Engine: Good
Transmission: Good
Brakes: Good
Hydraulics Condition: Good
Tires: Good

1996 Ford 575 Backhoe
Four wheel drive
Heated cab
Extend a hoe
24" and 36" backhoe bucket

Sale of all property is, "as is" with all faults and with no warranty, implied or otherwise.

Please schedule pick ups 24 hours in advance.

Operation hours: Mon-Fri 8:00 am to 3:30 with pickup completed by 2:30 pm.

There is no assistance provided in preparing lot for removal from site. Winning bidder is solely responsible for removal.

Winning bidder must pick up or send an associate with proper documentation. There is no third-party shipping/BOL permitted.

Condition: GOOD

Note: Click on pictures below to view larger image

City of West Branch Standard Disclaimer:

PLEASE READ TERMS AND CONDITIONS FOR COMPLETE INFORMATION

Inspection of Auction items by appointment only.

City of West Branch may require a bid deposit.

Fay Mac, Inc. handles all payments for City of West Branch.

Acceptable forms of payment are: Wire Transfer or Credit Card.
NO CASH, CHECKS, OR MONEY ORDERS WILL BE ACCEPTED!

Payment for an awarded item must be received within five (5) business days after notice of award.

City of West Branch may charge sales tax. The tax rate will be calculated at the time of bidding. When sales tax is included, the buyer shall add and include the sales tax amount when making payment.

A Buyers Premium of 10.5% will be added to the final sale price with a $1 minimum charge per auction for payment collections. This premium will be visible

USD/CAD -0.40% | Search

ATTACHED IS A

LIST OF THE

BILLS TO BE APPROVED

AT THIS COUNCIL MEETING

BILLS	$65,430.97
BILLS AS OF 1/5/24	*$65,430.97*
Additions to Bills as of	*$0*
Paid but not approved	*$1,502.20*
TOTAL BILLS	**$66,933.17**

BILLS ARE AVAILABLE

AT THE MEETING

FOR COUNCIL'S REVIEW

Vendor Name	Amount	Description
AUTOZONE, INC	31.49	WWTP SUPPLIES
BADGER METER	1,137.00	CELLULAR SERVICE DECEMBER
BBC DISTRIBUTING	155.32	WWTP SUPPLIES
CINTAS	367.61	UNIFORMS
CITY OF WEST BRANCH	245.38	WATER BILLS DECEMBER
COLUMN SOFTWARE PBC	77.86	SUMMERY 12 18
CONSUMERS ENERGY	25.93	ELECTRIC
CONSUMERS ENERGY	5,278.90	ELECTRIC DECEMBER
DEAN ARBOUR FORD	2,652.98	POLICE REPAIRS
DETROIT PUMP & MFG CO	1,171.60	WWTP SERVICE PARTS
DTE ENERGY	2,197.29	GAS BILLS DECEMBER
FOSTER BLUE WATER OIL LLC	2,170.23	FUEL
GRAINGER	186.67	WWTP SUPPLIES
HACH COMPANY	1,636.32	WWTP SUPPLIES
HODGINS ASPHALT PAVING INC	1,000.00	SALT
HOME DEPOT	219.02	VARIOUS SUPPLIES
MEDLER ELECTRIC CO	80.12	VARIOUS SUPPLIES
MERS OF MICHIGAN	27,342.42	RETIREMENT DECEMBER
MERS OF MICHIGAN	1,057.02	RETIREMENT DECEMBER M/L
MICHIGAN PIPE & VALVE	700.00	WATER SUPPLIES
MVW & ASSOCIATES INC	1,000.00	ASSESSOR CONTRACT JANUARY
NEMAA KARIE WARDYNSKI	180.00	PETERS PUGH ERVANS BOR TRAINING
NORTH CENTRAL LABORATORIES	712.20	WWTP SUPPLIES
OFFICE CENTRAL	228.13	VARIOUS SUPPLIES
PITNEY BOWES INC RENTAL ACCT	81.00	POSTAGE METER RENTAL
PREMIER SAFETY	390.04	WWTP SAFETY SUPPLIES
PRIMARY ELECTRIC OF HALE LLC	2,875.00	WWTP WORK
SCHICK, RHONDA	50.00	CLARK CPR COURSE
SCHMITT TIRE & GAS	15.00	POLICE REPAIRS
STATE OF MICHIGAN	32.00	WATER SAMPLES
STATE OF MICHIGAN	285.00	ELEVATOR RENEWAL
STEPHENSON & COMPANY PC	6,365.00	FINAL AUDIT BILLING
UPS	5.73	SHIPPING
USA BLUE BOOK	164.20	WWTP SUPPLIES
VIC BOND SALES INC	16.34	VARIOUS SSUPPLIESS
VILLAGE QUIK LUBE	79.80	POLICE MAINTENANCE
VISA	1,600.22	VARIOUS CHARGES
WASTE MANAGEMENT INC	305.76	WWTP DUMPSTERS
WB AREA CHAMBER OF COMMERCE	450.00	ANNUAL MEMBERSHIP
WB AREA CHAMBER OF COMMERCE	100.00	SMS MEMBERSHIP
WEST BRANCH ACE HARDWARE	563.38	VARIOUS SUPPLIES
WEST BRANCH AUTOMOTIVE	983.09	VARIOUS SUPPLIES
WEST BRANCH NAPA AUTO TRUCK	271.74	VARIOUS SUPPLIES
WEST BRANCH TOWNSHIP TREASURER	44.18	QUARTERLY SURCHARGE
WILLARD'S EQUIPMENT CO	100.00	DPW PARTS
WORTHY TREE SERVICES LLC	800.00	TREE REMOVAL
TOTAL	**65,430.97**	

01/05/2024

CHECK REGISTER FOR CITY OF WEST BRANCH
CHECK DATE FROM 12/18/2023 - 01/08/2024

Check Date	Check	Vendor Name	Amount
Bank GEN1 GEN1 - GENERAL CHECKING			
Check Type: Paper Check			
12/20/2023	70067	DO ALL INC	588.06
12/20/2023	70070	FASTENAL COMPANY	445.14
12/20/2023	70081	MME	425.00
01/04/2024	70105	HURON SHORE REGIONAL UTILITY	44.00
		Total Paper Check:	1,502.20

City of West Branch

Ordinance No. 23-03 of 2023

AN ORDINANCE TO ADOPT THE CREATION OF A CITY OF WEST BRANCH BUILDLING DEPARTMENT.

The City of West Branch, Ogemaw County, Michigan ordains:

ARTICLE I. IN GENERAL

Short title. This section shall be known and cited as the City of West Branch Code of Ordinance Buildings, Building Regulations, and Administration of State Construction Code Ordinance.

ARTICLE II. BUILDING CODES

Sec. 1. The State Codes—Adoption.

The 2015 Michigan Residential Building Code, as amended on this date, and the 2015 Michigan Building Code, as amended on this date, ("The Codes"), as well as all future amendments and revisions of the Codes promulgated thereunder when such amendments and revisions are promulgated and take effect, are hereby adopted by reference. The City of West Branch assumes responsibility for the administration and enforcement of the Codes and this Ordinance promulgated thereunder throughout the jurisdiction of the City of West Branch.

Sec. 2. Designation of Enforcing Agency. Pursuant to the provisions of the 2015 Michigan Residential Building Code, as amended, and the 2015 Michigan Building Code, as amended, ("The Codes"), the City of West Branch, through its building official and various inspectors are hereby designated as the enforcing agency to discharge the responsibility of the City West Branch, State of Michigan under The Act. The City of West Branch assumes responsibility for the administration and enforcement of the Act throughout its corporate limits.

Sec. 3. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: *Residential builder* means a person engaged in the construction of residential structures or a combination of residential and commercial structures who, for a fixed sum, price, fee, percentage, valuable consideration, or other compensation, other than wages for his own

personal labor only, undertakes with another or offers to undertake or purports to have the capacity to undertake with another for the erection, construction, replacement, repair, alteration, or an addition to, subtraction from, improvement, movement of, wrecking of, or demolition of, a residential structure, or combination of residential and commercial structure, or a person who manufactures, assembles, constructs, deals in, or distributes residential or combination residential and commercial structures which are prefabricated, preassembled, precut, packaged, or shell housing, or a person who erects a residential structure or combination of residential and commercial structure except for his own use and occupancy on his own property.
Residential maintenance and alteration contractor means a person who, for a fixed sum, price, fee, percentage, valuable consideration, or other compensation, other than wages for his own personal labor only, undertakes with another for the repair, alteration, or an addition to, subtraction from, improvement of, movement of, wrecking of, or demolition of a residential structure or combination of residential and commercial structure, or building of a garage, or laying of concrete on residential property, or who engages in (i) purchase, (ii) substantial rehabilitation or improvement, and (iii) resale of residential structures, engaging in all the foregoing on the same structures more than twice in any one calendar year, except:

(1) For his own use or occupancy;
(2) The rehabilitation or improvement work as to any such residential type property and structures as may be contracted for with or hired entirely to be done and performed for the owner by a licensed residential builder or licensed residential maintenance and alteration contractor as provided by law; or
(3) Work performed by a licensed construction tradesman employed by the owner to perform work for which the tradesman is licensed by the state.

Residential structure means and includes, but is not limited to, premises used or intended to be used for residence purposes and related facilities appurtenant thereto, used or intended to be used as an adjunct of residential occupancy.

Sec. 4. Penalty.

Any violation of the Codes as promulgated and amended, that is designated as a misdemeanor or a municipal civil infraction shall be the same under this section. Properly designated City of West Branch employees may issue appearance tickets for violating this section. The penalty for such violation shall not exceed $500 or imprisonment in the county jail not to exceed 90 days, or both such fines and imprisonment.

Sec. 5. Building Board of Appeals.

(a) *Creation and purpose.* A building board of appeals is created for the purpose of hearing and deciding appeals concerning the application or interpretation of the provisions of this Ordinance.

(b) *Appeal authorized.* Any person shall have the right to appeal a decision of the code official to the building board of appeals. An application for appeal shall be based on the rules legally adopted.

(c) *Time period for filing an appeal.* An appeal must be filed within 20 days of the date of any order or ruling being appealed. However, if an order required the correction of a cited violation within a shorter period of time, the appeal must be made within such shorter period. The building board of appeals shall not have the power to extend the time limits provided for in this section.

(d) *Effect of appeal on correction time limits.* An owner, occupant or responsible local agent who has been ordered to correct a violation within a specified period of time shall not be held accountable for any time which elapses between the time of filing an appeal and the time a decision is made by the building board of appeals.

(e) *Procedure for filing an appeal.* Any person wishing to make an appeal must fill out a claim of appeal form setting forth the order or ruling being appealed. The appellant must file the form with the City of West Branch at a place to be designated by the board and which shall be noted on the claim of appeals form. The City of West Branch will send a notice to the appellant regarding the date the appeal will be heard by the board. Notices of the hearing date will be by regular mail sent to the address stated on the claim of appeal. Failure of any owner, occupant or responsible local agent to receive notice will not cause the hearing or the decision of the board to be defective. The City of West Branch shall notify the occupants of the affected premises of the hearing by regular mail or by placing a notice in the entryway of the dwelling unit. Any person requesting a claim of appeal form shall be notified of the standards for board decisions set out in this Ordinance.

(f) *Appeal fee.* An appeal fee established by the City of West Branch council shall be submitted with any claim of appeal. The building board of appeals may also authorize the return of a fee to an appellant if the board determines that an error by the city caused an unnecessary appeal to be submitted.

(g) *Meetings.* Meetings of the building board of appeals shall be scheduled as needed. All meetings and notices of meetings of the board shall comply with the Open Meetings Act.

(h) *Hearing procedures.* At any hearing of the building board of appeals, the following procedures shall be followed:

(1) Testimony of the appellant, the City of West Branch and any witnesses shall be recorded.

(2) The appellant or authorized agent of the appellant and the city employee who issued the order, notices or ruling shall be present.

(3) A quorum of the building board of appeals shall be present.

(4) Minutes shall be prepared which identify all parties present, accurately summarize all pertinent statements made, include all evidence and records submitted and show all motions and actions and records of the vote of each member.

(i) *Decision by the appeals board.* After all evidence and testimony has been presented, the building board of appeals shall affirm, modify or reverse the order or ruling being appealed. Any decision of the board modifying or reversing an order or ruling by the city shall require the concurring vote of a quorum. The decision of the board shall be by resolution. Certified copies of the resolution shall be furnished to the appellant and the code official.

(j) *Standard for appeals board decisions.* A decision by the building board of appeals shall include the reasons for the decision in the language of the decision. Any decision of the board not complying with this section shall be void. Any decision to reverse or modify any order or ruling to the city shall:

(1) Include any necessary special conditions to carry out the intent of the provisions being appealed.

(2) Determine that the decision is necessary to avoid causing undue hardship to the appellant which is not applicable to others to whom the same provision is applied.

(3) Determine that the order or ruling was an incorrect interpretation.

(4) Determine that an alternative proposed by an appellant meets the minimum standards for housing.

(k) *Abatement.* An appeal shall not stay any enforcement action necessary to abate a condition posing a threat of imminent danger to the life, safety or health of any person or of the public.

(l) *Interest conflicts.* No member of the building board of appeals shall speak or vote on any appeal in which the member has any direct personal, professional or financial interest, nor shall any member participate in any matter where participation is prohibited by the City of West Branch, or state law.

(m) *Summary of rulings.* The building board of appeals shall report a summary of its findings and rulings to the City of West Branch council annually.

(n) *Membership, appointments and terms of building board of appeals members.* The building board of appeals for the City of West Branch shall have the general duties and powers conferred upon it by law and this section. This board shall consist of five members appointed by the mayor. Terms of members shall be for three years. Members first appointed shall consist of two members appointed for three years and three members appointed for two years so as to achieve staggered three-year terms. Members shall be qualified by experience and training to pass on matters pertaining to building construction and shall not be employees of the City of West Branch. The mayor shall also appoint two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualification required for board membership, and shall be appointed for three years or until a successor has been appointed.

(o) *Board officers.* Building board of appeals members will annually elect a president, vice-president and such other officers as are deemed desirable by the board.

(p) *Board rules of procedures.* The building board of appeals may adopt rules of procedure as required to carry out its responsibilities.

(q) *Compliance with board decisions.* It shall be a violation of this Ordinance for an owner, occupant or responsible local agent to fail to comply with special conditions which are a part of a building board of appeals decision modifying or reversing an order or ruling of the city.

Sec. 6. Fees.

Fees for filing appeals shall be set forth in Chapter ____, Section _____ of the West Branch City Code.

The City of West Branch may establish, by resolution of the City Council, and all fees, including, but not limited to inspection and permit fees payable to the City of West Branch as authorized herein and under each the Codes.

RESOLUTION #24-01

WHEREAS, the West Branch City Charter requires that the Council adopt a resolution stating the time and place of its regular meetings, and

WHEREAS, it is recommended that this be done on an annual basis,

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council will hold its regular meetings in the Council Chamber of City Hall, 121 N. Fourth St. unless there is a motion to change the meeting location due to special circumstances, and

FURTHER BE IT RESOLVED, that all regular Council meetings will begin at 6:00 p.m. unless the Charter dictates otherwise or there is a motion to change the meeting time due to special circumstances, and

FURTHER BE IT RESOLVED, that the West Branch City Council shall meet on the 1st and 3rd Monday of each month unless there is a motion to change the meeting date due to special circumstances.

Resolution # 24-02

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development , construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for all shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Now, therefore, be it resolved the Honorable Body designate City Manager, John Dantzer as the single Street Administrator for the City of West Branch for the calendar year of 2024 in all transactions with the State Transportation Department as provided in Section 13 of the Act.

RESOLUTION #24-03

WHEREAS, for audit purposes, at the first meeting of every year, it is recommended the City annually names all banks the City is allowed to conduct business with, and

WHEREAS, it is also recommended to approve all authorized signers and depositors for City funds, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby approves the following as authorized banks: Huntington Bank, Mercantile Bank, PNC Bank, Huron Community Bank, and Northland Area Federal Credit Union, and

FURTHER BE IT RESOLVED, that the City approves Manager, John Dantzer; Treasurer, Michelle Frechette; Mayor, Paul Frechette, and Mayor Pro Term, Mike Jackson as authorized signers and depositors for the City.

OGEMAW COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ESTABLISH A SPECIAL HOUSING COMMITTEE

RESOLUTION NUMBER 23-167
ADOPTED DECEMBER 14, 2023

WHEREAS well-documented housing challenges faced by Ogemaw County communities are complex and interconnected; and

WHEREAS collaboration among communities will ensure development of housing strategies that are comprehensive and responsive, accounting for variations in housing needs, economic dynamics, and demographic patterns; and

WHEREAS a standing committee of members who represent communities and organizations actively involved in housing initiatives will promote much needed collaboration; and

WHEREAS the Board of Commissioners wishes to establish a standing Special Housing Committee as defined in Section 8.4 of the Board of Commissioners' Rules of Procedure.

THEREFORE, BE IT RESOLVED that the Ogemaw Board of Commissioners does hereby establish a Special Housing Committee for a term to expire on December 31, 2024.

BE IT FURTHER RESOLVED that membership on the Special Housing Committee shall consist of representatives from Ogemaw County, the City of West Branch, Ogemaw Township, West Branch Township, and the Ogemaw County Economic Development Corporation, to be appointed by majority vote of the Board of Commissioners.

BE IT FURTHER RESOLVED that it is the responsibility of the Special Housing Advisory Committee to collaborate on recommendations to improve housing opportunities in Ogemaw County.

BE IT FURTHER RESOLVED that the Ogemaw County Standards of Conduct Policy adopted by the Board of Commissioners shall apply to members of the Special Housing Advisory Committee.

BE IT FURTHER RESOLVED that all meetings of the Special Housing Advisory Committee shall conform to the requirements of the Open Meetings Act (MCL 15.261 et seq.).

AMERICAN RESCUE PLAN – STATE REVOLVING FUND GRANT AGREEMENT (ARP FUNDED)

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND **CITY OF WEST BRANCH**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and **City of West Branch** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 53 of 2022 and/or P.A. 119 of 2023. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Water System Improvements

Project #: DW-7842A

Amount of grant: $18,000,000

100% of grant federal funding

Amount of match: none required

PROJECT TOTAL: $18,000,000

Start Date: 3/3/2021

End Date: 9/15/2026

FISCAL RECOVERY FUND (FRF) ITEMS:

Recipient Type: Subrecipient

Can be used for allowable expenditures incurred on/or after: 3/3/2021

Federal Awarding Agency: US Department of Treasury

CFDA Number and Name: 21.027

FAIN Number: SLFRP0127

Research and Development Award: ☐ Yes ☒ No

SLFRF Category: 5.11 Drinking water: Transmission & Distribution

SLFRF Short Name: FRF2969-784201

Major Program: ARPDW

GRANTEE CONTACT INFORMATION:

Name/Title: John Dantzer, City Manager

Organization: City of West Branch

Address: 121 N. Fourth Street

City, State, ZIP: West Branch, MI 48661

Phone Number: (989) 345-0500

E-Mail Address: citymanager@westbranch.com

Federal ID: 38-6004600

Grantee UEI Number: EMCQN94L7943

SIGMA Vendor Number: CV0047742

STATE'S CONTACT INFORMATION:

Name/Title: Kaitlyn Thrush, Departmental Analyst

Division/Bureau/Office: Finance Division

Address: 525 W. Allegan Street

City, State, ZIP: Lansing, MI 48909

Phone Number: (517) 647-3482

E-Mail Address: ThrushK1@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

	John Dantzer, City Manager	
Signature	Name/Title	Date

FOR THE STATE:

	Kelly Green, Administrator	
Signature	Name/Title	Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
Jan 1 – Jan 31	Feb 15
Feb 1 – Feb 28	Mar 15
Mar 1 – Mar 31	April 15
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 31	Aug 15

Aug 1 – Aug 31	Sept 15
Sept 1 – Sept 30	Before Oct 10*
Oct 1 – Oct 31	Nov 15
Nov 1 – Nov 30	Dec 15
Dec 1 – Dec 31	Jan 15

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant, including Uniform Guidance for Federal Awards (2 CFR 200).

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS & SUBAWARDS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

A) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier)

(ii) Subrecipient's unique entity identifier

(iii) Federal Award Identification Number (FAIN)

(iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency

(v) Subaward Period of Performance Start and End Date

(vi) Subaward Budget Period Start and End Date

(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient

(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation

(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement

(xiii) Identification of whether the award is R&D; and

(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part,

(6) Appropriate terms and conditions concerning closeout of the subaward.

B) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

D) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

F) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

G) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

H) 200.333 Fixed amount subawards

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is

caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: https://www.sam.gov/SAM.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

(A) (2 CFR 200.501) Audit required. A non-federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part

(B) (2 CFR 200.508) Auditee requirements:

a. Procure or otherwise arrange for the audit, if required.
b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
c. Promptly follow up and take corrective action on the audit findings.
d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after

written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
c. Convicted under State or federal antitrust statutes; or
d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

XXIV. STATUTARY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

(1) To respond to the COVID-19 public health emergency or its negative economic impacts

(2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work

(3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency

(4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

XXV. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project is supported, in whole or in part, by federal award number SLFRP0127 awarded to The State of Michigan by the U.S. Department of the Treasury."

Use of Funds Restrictions:
First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

PROGRAM-SPECIFIC BOILERPLATE

XXVI. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

XXIX. PREVAILING WAGE and LABOR AGREEMENT

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over $2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

Grantee must provide either

1) a certificate for a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f))

2) or provide a project workforce continuity plan, detailing:

a) How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;

b) How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

c) How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);

d) Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
☒Yes ☐No

e) Whether the project has completed a project labor agreement.
☐Yes ☒No

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 ("ARPA"), signed into law on March 11, 2021 https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds as the Coronavirus State and Local Fiscal Recovery Funds ("FRF"). The State of Michigan was awarded $6.54 billion dollars under the Fiscal Recovery Fund, on May 13, 2021.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

Programs are required to follow the Uniform Guidance provisions that are included in the document. Applicants must review the eCFR Uniform Guidance at https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1 for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 12, 2022).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury's Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Project Overview:

This project includes the replacement of old, undersized, and failing watermain, watermain looping, construction of a new water tower, improvements to an existing well, and the replacement of a master meter connection in the City of West Branch (West Branch).

West Branch will replace approximately 22,700 feet of existing watermain in areas where watermains are undersized and old. Increasing the size will aid in system reliability, water quality, and water pressure throughout the system. Approximately 100 lead service lines will be replaced after service line material is determined.

Additionally, West Branch will add 3,900 feet of watermain to the existing watermain system to complete a loop and eliminate dead ends that result in stagnant water. Additionally, a watermain loop will be installed that will connect the City of West Branch to Ogemaw Township, which currently lacks community drinking water treatment facilities, allowing the township to use the West Branch's water treatment plant that is currently under construction. West Branch will also install a new 250,000-gallon water tower, which expand storage capacity for the regional water system with Ogemaw Township. The new and existing water towers will both receive a mixing system to prevent stagnation of water in the towers.

This project will also include improvements to Well #5 including replacement of the pump, motor, and casing for the well to maintain supply reliability and to address firm capacity issues.

West Branch serves as a backup supply source to West Branch Township. The master meter for this connection will also be replaced as a part of this project.

EGLE approved estimated project costs include:

Task	Budget
Planning/Design	$2,800,000
Construction	$15,200,000
Project Cost Subtotal	$18,000,000
Total Grant Amount	**$18,000,000**

Indirect costs are not allowed under this agreement.

Based upon guidance governing ARPA funding, all work pertaining to this project, including any sub-grantee activity, must be completed by December 31, 2026.

Program-specific Requirements:

1. Non-professional contractor services should be competitively bid.

2. A signed contract is needed for contracted services greater than $50,000 prior to reimbursement.

3. Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.

4. All local, state, and federal permits, if required, must be obtained by the grantee prior to construction.

5. "Tap" or "connection" fees that a public water system may use as a standard charge for new systems making a connection to their existing public water system may be eligible. In general, these charges must:

    a. Reflect the cost of the actual connection to the public water system,
    b. Be well documented and itemized,
    c. Be consistently applied to all connections,
    d. Not include anticipated costs or other costs the system may not incur,
    e. Not be punitive in nature to prevent a particular system from making a connection,
    f. Not also be included in a vendor contract.

    Local fees that do not meet the criteria above, other than those associated with tangible construction (labor and materials) or inspection of new infrastructure associated with the grant, are not grant-eligible.

6. Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

Grant Administration and Close Out:

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e., vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 15 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

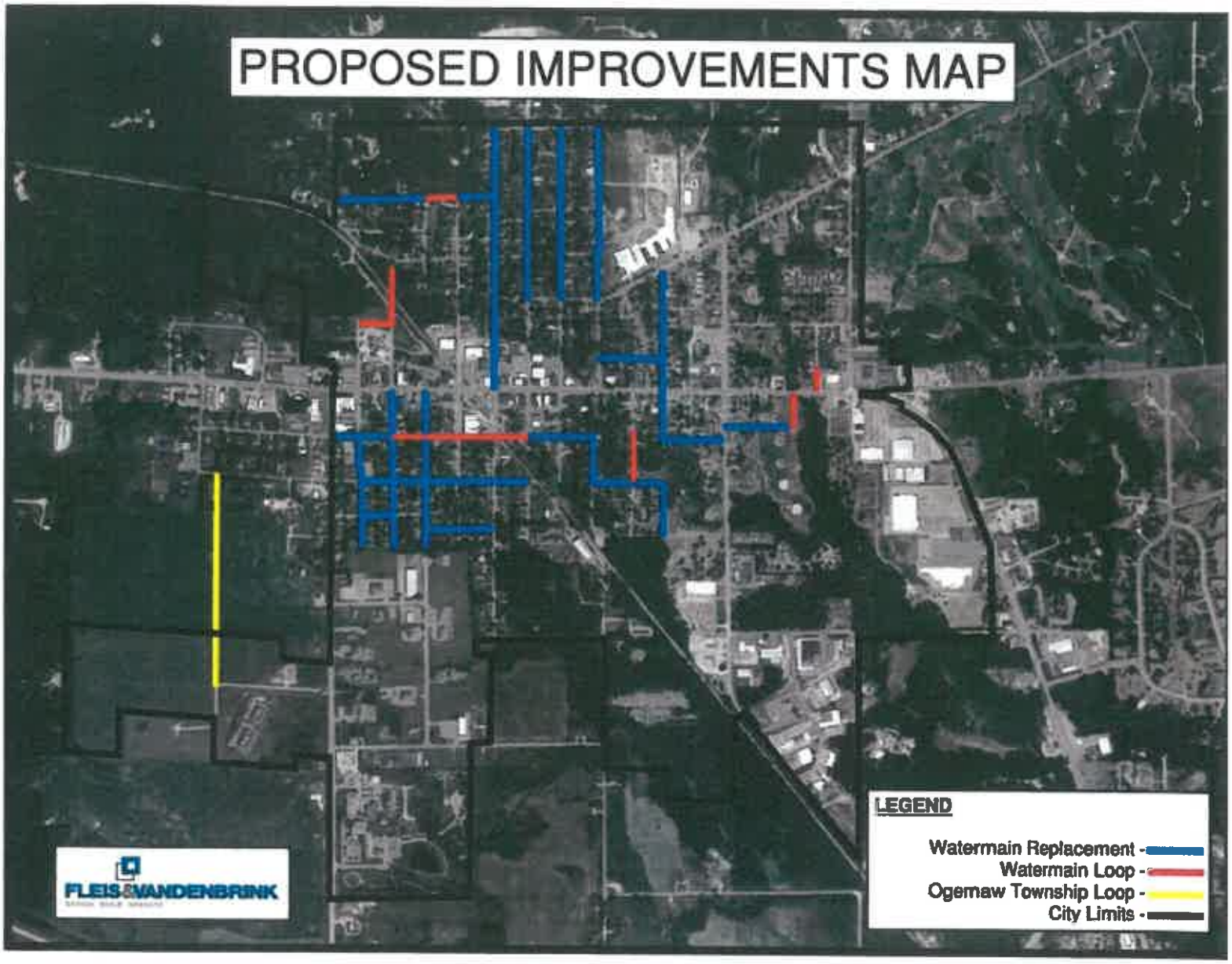
The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds, including any significant lessons learned and anticipated needs going forward. The Grantee shall submit the final status report, including the Financial Status Report Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the end date of the agreement whichever occurs first.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLE's website.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.


PROPOSED IMPROVEMENTS MAP
LEGEND
Watermain Replacement -
Watermain Loop -
Ogemaw Township Loop -
City Limits -
FLEIS & VANDENBRINK

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, DECEMBER 18, 2023.

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

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

Absent: None

Other officers present: City Manager John Dantzer, City Clerk Lori Ann Clover, City Treasurer Michelle Frechette, City Office Assistant Rob Romps, DPW Supervisor Mike Killackey, Chief Ken Walters, and Ogemaw County Commissioner Craig Scott.

All stood for the Pledge of Allegiance.

* *

Commissioner Scott gave an update on county activities. Ogemaw County road patrol millage will be on the February ballot. There were resolutions to establish a special housing advisory committee, to purchase a new transit van through a transportation grant, support for the Northern Michigan Access Center of $5,000, and to expand the EDC board by adding a couple of members. There were several board reappointments. Shawn Petri from COOR ISD presented on the millage they will have on the February ballot. The Nature Park Director has been having some medical issues and his son is filling in while he is out.

* *

Manager Dantzer stated that there was only one bid for the old snow pusher and it seemed to be a fair price.

MOTION BY PUGH, SECOND BY SHOWALTER, TO APPROVE THE BID FOR $750.00 FOR THE OLD SNOW PUSHER.

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

No – None **Absent – None** **Motion carried**

* *

MOTION BY BENNETT, SECOND BY ZIMMERMAN, TO APPROVE PAYMENT OF THE BILLS IN THE AMOUNT OF $319,988.40.

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

No – None **Absent – None** **Motion carried**

* *

Manager Dantzer explained to council that he enacted section 2-352 from the purchasing ordinance which allows the City Manager to forego bidding for emergency purposes in order to protect public health and safety when Pump #5 went down.

MOTION BY BENNETT, SECOND BY SHOWALTER, TO APPROVE THE EMERGENCY PURCHASE AND QUOTE FROM NORTHERN PUMP AND WELL FOR THE REPAIR OF WELL AND PUMP #5 NOT TO EXCEED $49,175.00.

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

No – None **Absent – None** **Motion carried**

* *

Manager Dantzer explained that this was the authorization to apply for permits on the City's behalf.

MOTION BY SHOWALTER, SECOND BY FRECHETTE, TO APPROVE THE YEARLY PERFORMANCE RESOLUTION WITH MDOT.

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

No – None **Absent – None** **Motion carried**

* *

Manager Dantzer explained that this budget amendment would cover the transfer of ARPA funds, work that was done at Houghton and Fairview intersection, sidewalk work on N. Fourth St., and DWAM grant work.

MOTION BY ADAIR, SECOND BY JACKSON, TO APPROVE RESOLUTION 23-33 BUDGET AMENDMENT.

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

No – None **Absent – None** **Motion carried**

RESOLUTION #23-33

WHEREAS, City staff compares the year to date actual with the budgeted amount of all revenue and expenditures monthly; and

WHEREAS, the revenues and expenses in Fund 101, General Fund, were increased due to the down payment required for the MDOT road project and the City's approving of ARPA funds help to cover the streetscape project, and

WHEREAS, the revenues and expenses in Fund 202, Major Street Fund, were increased due to the Fairview St. and Houghton Ave intersection project, and

WHERAS, the expenses in Fund 203, Local Street Fund, were increased due to sidewalk work on S. Fourth St that was not budgeted for, and

WHEREAS, the revenues and expenses in Fund 591, Water Fund, were increased due to the expenses incurred and reimbursement for the DWAM lead service line inventory grant, and

WHEREAS, the expenses in Fund 592, Water Replacement Fund, were increased due to work done on the City's wells that were not budgeted for, and

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

GL NUMBER	DESCRIPTION	2023-24 CURRENT BUDGET	2023-24 AMENDED BUDGET
Fund 101 - GENERAL FUND			
Revenues			
Dept 000.000			
101-000.000-401.000	TAXES CONTROL (MANDATORY)	0.00	0.00
101-000.000-403.400	CURRENT PROPERTY TAX GEN.OP.	950,000.00	950,000.00
101-000.000-404.400	CURRENT PROPERTY TAX REFUSE	190,000.00	190,000.00
101-000.000-408.400	PERSONAL PROPERTY TAX LOSS REIMBURSEMENT	65,000.00	65,000.00
101-000.000-446.400	PENALTIES AND INTEREST CUR.TA	11,400.00	11,400.00
101-000.000-448.400	ADMINISTRATIVE FEES ON CUR.TA	30,400.00	30,400.00
101-000.000-477.400	CABLE TV FRANCHISE FEES	36,000.00	36,000.00
101-000.000-528.000	OTHER FEDERAL GRANTS	0.00	215,432.00
101-000.000-564.400	INDUSTRIAL PARK ADMIN FEE	1,000.00	1,000.00
101-000.000-574.400	REVENUE SHARING (STATUTORY)	32,000.00	32,000.00
101-000.000-575.400	REVENUE SHARING (CONSTITUTIONAL)	230,000.00	230,000.00
101-000.000-576.400	REVENUE SHARING (PUBLIC SAFETY)	0.00	0.00
101-000.000-577.400	LIQUOR LICENSE	4,000.00	4,000.00
101-000.000-590.400	SEWER FUND ADMINISTRATION	50,000.00	50,000.00
101-000.000-590.401	SEWER COLLECTION ADMIN.	16,000.00	16,000.00
101-000.000-591.400	WATER FUND ADMINISTRATION	20,000.00	20,000.00
101-000.000-592.400	LOCAL STREET ADMIN. FEE	4,400.00	4,400.00
101-000.000-593.400	MAJOR STREET ADMIN. FEE	2,000.00	9,500.00
101-000.000-594.400	CEMETERY ADMIN. FEE	1,000.00	1,000.00
101-000.000-597.400	DDA ADMINISTRATIVE	2,400.00	2,400.00
101-000.000-634.400	GRANT	0.00	0.00
101-000.000-661.400	EQUIPMENT FUND ADMIN FEE	12,000.00	12,000.00

101-000.000-664.400	INTEREST INCOME	300.00	300.00
101-000.000-672.400	VETERAN BANNER CONTRIBUTIONS	1,500.00	1,500.00
101-000.000-695.400	MISCELLANEOUS	12,000.00	12,000.00
Total Dept 000.000		1,671,400.00	1,886,832.00
Dept 262.000 - ELECTIONS			
Total Dept 262.000 - ELECTIONS		5,500.00	5,500.00
Dept 301.000 - POLICE DEPARTMENT			
Total Dept 301.000 - POLICE DEPARTMENT		141,517.00	141,517.00
Dept 441.000 - PUBLIC WORKS DEPARTMENT			
Total Dept 441.000 - PUBLIC WORKS DEPARTMENT		33,000.00	33,000.00
Dept 528.000 - SOLID WASTE			
Total Dept 528.000 - SOLID WASTE		12,000.00	12,000.00
Dept 721.000 - PLANNING AND ZONING			
Total Dept 721.000 - PLANNING AND ZONING		750.00	750.00
Dept 751.000 - PARKS AND RECREATION			
Total Dept 751.000 - PARKS AND RECREATION		1,000.00	1,000.00
TOTAL REVENUES		1,865,167.00	2,088,099.00
Expenditures			
Dept 101.000 - LEGISLATIVE			
Total Dept 101.000 - LEGISLATIVE		18,154.00	18,154.00
Dept 172.000 - CITY MANAGER'S OFFICE			
Total Dept 172.000 - CITY MANAGER'S OFFICE		140,433.00	140,433.00
Dept 201.000 - INTERNAL SERVICES			
Total Dept 201.000 - INTERNAL SERVICES		47,211.00	47,211.00
Dept 209.000 - PROPERTY ASSESSMENT REVIEW			
Total Dept 209.000 - PROPERTY ASSESSMENT REVIEW		13,912.00	13,912.00
Dept 215.000 - CITY CLERK			
Total Dept 215.000 - CITY CLERK		75,989.00	75,989.00
Dept 228.000 - TECHNOLOGY			

Total Dept 228.000 - TECHNOLOGY		15,100.00	15,100.00
Dept 253.000 - CITY TREASURER			
Total Dept 253.000 - CITY TREASURER		117,196.00	117,196.00
Dept 262.000 - ELECTIONS			
Total Dept 262.000 - ELECTIONS		7,441.00	7,441.00
Dept 265.000 - MUNICIPAL PROPERTIES			
101-265.000-703.700	SALARIES AND WAGES	8,150.00	8,150.00
101-265.000-710.700	OVERTIME	100.00	100.00
101-265.000-714.700	MANDATORY MEDICARE	120.00	120.00
101-265.000-715.700	SOCIAL SECURITY (EMPLOYER)	512.00	512.00
101-265.000-716.700	HEALTH INSURANCE PREMIUM	1,920.00	1,920.00
101-265.000-718.700	MERS RETIREMENT (EMPLOYER)	2,628.00	2,628.00
101-265.000-718.701	EMPLOYER DEFERED COMP.	120.00	120.00
101-265.000-720.700	WORKERS COMPENSATION PREMIUM	285.00	285.00
101-265.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00
101-265.000-727.700	OPERATING SUPPLIES	4,300.00	4,300.00
101-265.000-801.700	CONTRACTUAL SERVICES	5,000.00	220,432.00
101-265.000-853.700	TELEPHONE/RADIO COMMUNICATION	2,760.00	2,760.00
101-265.000-922.700	PUBLIC UTILITIES	18,700.00	18,700.00
101-265.000-941.700	EQUIPMENT RENTAL	2,200.00	2,200.00
101-265.000-956.700	EXPENSES	500.00	500.00
101-265.000-977.700	CAPITAL ACQUISITIONS	0.00	0.00
Total Dept 265.000 - MUNICIPAL PROPERTIES		47,300.00	262,732.00
Dept 266.000 - LEGAL ASSISTANCE			
Total Dept 266.000 - LEGAL ASSISTANCE		47,300.00	47,300.00
Dept 284.000 - COMMUNITY PROMOTIONS			
Total Dept 284.000 - COMMUNITY PROMOTIONS		12,978.00	12,978.00
Dept 299.000 - CITY SERVICES			
Total Dept 299.000 - CITY SERVICES		53,995.00	53,995.00
Dept 301.000 - POLICE DEPARTMENT			
Total Dept 301.000 - POLICE DEPARTMENT		677,338.00	677,338.00
Dept 336.000 - FIRE			
Total Dept 336.000 - FIRE		28,165.00	28,165.00

Dept 345.000 - CROSSING GUARDS		
Total Dept 345.000 - CROSSING GUARDS	8,357.00	8,357.00
Dept 441.000 - PUBLIC WORKS DEPARTMENT		
Total Dept 441.000 - PUBLIC WORKS DEPARTMENT	143,112.00	143,112.00
Dept 528.000 - SOLID WASTE		
Total Dept 528.000 - SOLID WASTE	219,292.00	219,292.00
Dept 537.000 - AIRPORT		
Total Dept 537.000 - AIRPORT	54,365.00	54,365.00
Dept 721.000 - PLANNING AND ZONING		
Total Dept 721.000 - PLANNING AND ZONING	9,768.00	9,768.00
Dept 728.000 - ECONOMIC DEVELOPMENT		
Total Dept 728.000 - ECONOMIC DEVELOPMENT	1,000.00	1,000.00
Dept 729.000 - CODE ENFORCEMENT		
Total Dept 729.000 - CODE ENFORCEMENT	0.00	0.00
Dept 751.000 - PARKS AND RECREATION		
Total Dept 751.000 - PARKS AND RECREATION	74,266.00	74,266.00
Dept 851.000 - INSURANCE AND RISK MANAGEMENT		
Total Dept 851.000 - INSURANCE AND RISK MANAGEMENT	16,426.00	16,426.00
Dept 965.000 - TRANSFERS		
Total Dept 965.000 - TRANSFERS	20,000.00	20,000.00
Dept 965.204 - TRANS TO OTHER ACCOUNTS 204		
Total Dept 965.204 - TRANS TO OTHER ACCOUNTS 204	0.00	0.00
Dept 965.209 - TRANSFER TO CEMETERY		
Total Dept 965.209 - TRANSFER TO CEMETERY	20,310.00	20,310.00
TOTAL EXPENDITURES	1,869,408.00	2,084,840.00
TOTAL REVENUES	1,865,167.00	2,088,099.00
TOTAL EXPENDITURES	1,869,408.00	2,084,840.00
NET OF REVENUES & EXPENDITURES	(4,241.00)	3,2590.00

CARRYOVER		678,213.00	710,803.00
Fund 202 - MAJOR STREET FUND			
Revenues			
Dept 000.000			
202-000.000-419.400	METRO ACT	10,000.00	10,000.00
202-000.000-570.400	ACT 51 - STATE OF MICHIGAN	250,000.00	250,000.00
202-000.000-634.400	GRANT	0.00	0.00
202-000.000-664.400	INTEREST INCOME	1,000.00	1,000.00
202-000.000-677.400	TRUNKLINE MAINT. REIMBURSEMEN	30,000.00	30,000.00
202-000.000-677.401	TRUNKLINE ADDT'L PROJECT REIMBURSEMENT	0.00	86,199.00
Total Dept 000.000		291,000.00	377,199.00
TOTAL REVENUES		291,000.00	377,199.00
Expenditures			
Dept 451.000 - CONSTRUCTION			
202-451.000-801.700	CONTRACTUAL SERVICES	0.00	79,500.00
Total Dept 451.000 - CONSTRUCTION		0.00	79,500.00
Dept 463.000 - ROUTINE MAINTENANCE			
Total Dept 463.000 - ROUTINE MAINTENANCE		50,908.00	50,908.00
Dept 470.000 - ROUTINE MAINTENANCE			
Total Dept 470.000 - NON-MOTORIZED TRANSPORTATION		10,000.00	10,000.00
Dept 478.000 - WINTER MAINTENANCE			
Total Dept 478.000 - WINTER MAINTENANCE		49,274.00	49,274.00
Dept 482.000 - ADMINISTRATION			
Total Dept 482.000 - ADMINISTRATION		9,260.00	9,260.00
Dept 485.000 - TRAFFIC SIGNAL TRUNKLINE			
Total Dept 485.000 - TRAFFIC SIGNAL TRUNKLINE		9,500.00	9,500.00
Dept 486.000 - SURFACE MAINTENANCE TRUNKLINE			
Total Dept 486.000 - SURFACE MAINTENANCE TRUNKLINE		7,405.00	7,405.00
Dept 488.000 - SWEEPING & FLUSHING TRUNKLINE			
Total Dept 488.000 - SWEEPING & FLUSHING TRUNKLINE		3,083.00	3,083.00

Dept 489.000 - TRUNKLINE SNOW REMOVAL		
Total Dept 489.000 - TRUNKLINE SNOW REMOVAL	17,912.00	17,912.00
Dept 490.000 - TREES & SHRUBS TRUNKLINE		
Total Dept 490.000 - TREES & SHRUBS TRUNKLINE	728.00	728.00
Dept 491.000 - DRAINAGE & BACKSLOPES TRUNK.		
Total Dept 491.000 - DRAINAGE & BACKSLOPES TRUNK.	43.00	43.00
Dept 497.000 - WINTER MAINTENANCE TRUNKLINE		
Total Dept 497.000 - WINTER MAINTENANCE TRUNKLINE	29,570.00	29,570.00
Dept 498.000 - TRUNKLINE TAXES/ADMINISTRATION		
Total Dept 498.000 - TRUNKLINE TAXES/ADMINISTRATION	2,000.00	2,000.00
Dept 965.000 - TRANSFERS		
Total Dept 965.000 - TRANSFERS	62,500.00	62,500.00
TOTAL EXPENDITURES	252,183.00	331,683.00
Fund 202 - MAJOR STREET FUND:		
TOTAL REVENUES	291,000.00	377,199.00
TOTAL EXPENDITURES	252,183.00	331,683.00
NET OF REVENUES & EXPENDITURES	38,817.00	45,516.00
CARRYOVER		
Fund 203 - LOCAL STREET FUND		
Revenues		
Dept 000.000		
Total Dept 000.000	143,050.00	143,050.00
TOTAL REVENUES	143,050.00	143,050.00
Expenditures		
Dept 451.000 - CONSTRUCTION		
Total Dept 451.000 - CONSTRUCTION	68,000.00	68,000.00
Dept 463.000 - ROUTINE MAINTENANCE		
Total Dept 463.000 - ROUTINE MAINTENANCE	37,964.00	37,964.00
Dept 470.000 - NON-MOTORIZED TRANSPORTATION		

203-470.000-801.700	CONTRACTUAL SERVICES	0.00	2,180.00
Total Dept 470.000 - NON-MOTORIZED TRANSPORTATION		0.00	2,180.00
Dept 478.000 - WINTER MAINTENANCE			
Total Dept 478.000 - WINTER MAINTENANCE		30,861.00	30,861.00
Dept 482.000 - ADMINISTRATION			
Total Dept 482.000 - ADMINISTRATION		6,160.00	6,160.00
TOTAL EXPENDITURES		142,985.00	145,165.00
Fund 203 - LOCAL STREET FUND:			
TOTAL REVENUES		143,050.00	143,050.00
TOTAL EXPENDITURES		142,985.00	145,165.00
NET OF REVENUES & EXPENDITURES		65.00	(2,115.00)
CARRYOVER			
Fund 591 - WATER FUND			
Revenues			
Dept 000.000			
591-000.000-625.400	BILLINGS	505,000.00	505,000.00
591-000.000-626.400	PENALTIES	6,800.00	6,800.00
591-000.000-634.400	GRANT	0.00	55,000.00
591-000.000-644.400	TAP FEES	0.00	0.00
591-000.000-645.400	TURN ON CHARGES	100.00	100.00
591-000.000-646.400	HYDRANT RENTAL	17,995.00	17,995.00
591-000.000-647.400	METER SALES	0.00	0.00
591-000.000-664.400	INTEREST INCOME	5.00	5.00
591-000.000-669.400	TRANSFER FROM CIVIC FUND	0.00	0.00
591-000.000-695.400	MISCELLANEOUS	5,000.00	5,000.00
Total Dept 000.000		534,900.00	589,900.00
TOTAL REVENUES		534,900.00	589,900.00
Expenditures			
Dept 000.000			
591-000.000-703.700	SALARIES AND WAGES	78,000.00	78,000.00
591-000.000-710.700	OVERTIME	4,488.00	4,488.00
591-000.000-714.700	MANDATORY MEDICARE	1,197.00	1,197.00
591-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	5,084.00	5,084.00
591-000.000-716.700	HEALTH INSURANCE PREMIUM	15,987.00	15,987.00

591-000.000-718.700	MERS RETIREMENT (EMPLOYER)	19,220.00	19,220.00
591-000.000-718.701	EMPLOYER DEFERED COMP.	885.00	885.00
591-000.000-718.702	PENSION EXPENSE GASB 68	0.00	0.00
591-000.000-720.700	WORKERS COMPENSATION PREMIUM	2,080.00	2,080.00
591-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	10.00	10.00
591-000.000-727.700	OPERATING SUPPLIES	68,766.00	68,766.00
591-000.000-741.700	POSTAGE	4,000.00	4,000.00
591-000.000-782.700	ADMINISTRATION	20,000.00	20,000.00
591-000.000-801.700	CONTRACTUAL SERVICES	32,475.00	32,475.00
591-000.000-811.700	MEMBERSHIP AND DUES	900.00	900.00
591-000.000-818.700	INS. PREMIUM - LIABILITY	2,624.00	2,624.00
591-000.000-853.700	TELEPHONE/RADIO COMMUNICATION	360.00	360.00
591-000.000-865.700	PROFESSIONAL DEVELOPMENT	2,722.00	2,722.00
591-000.000-922.700	PUBLIC UTILITIES	17,000.00	17,000.00
591-000.000-941.700	EQUIPMENT RENTAL	20,000.00	75,000.00
591-000.000-956.700	EXPENSES	1,700.00	1,700.00
591-000.000-966.700	DEPRECIATION	0.00	0.00
Total Dept 000.000		297,498.00	352,498.00
Dept 000.592 - TRANSFER TO REPLACEMENT			
Total Dept 000.592 - TRANSFER TO REPLACEMENT		250,000.00	250,000.00
TOTAL EXPENDITURES		547,498.00	602,498.00
Fund 591 - WATER FUND:			
TOTAL REVENUES		534,900.00	589,900.00
TOTAL EXPENDITURES		547,498.00	602,498.00
NET OF REVENUES & EXPENDITURES		(12,598.00)	(12,598.00)
CARRYOVER		507,510.00	507,510.00
Fund 592 - WATER REPLACEMENT FUND			
Revenues			
Dept 000.000			
592-000.000-581.248	CONTIRBUTIONS FROM LOCAL GOVT -DDA	0.00	0.00
592-000.000-634.400	GRANT	2,600,000.00	2,600,000.00
592-000.000-634.404	GRANT	0.00	0.00
592-000.000-634.405	GRANT	0.00	0.00
592-000.000-634.406	GRANT	0.00	0.00
592-000.000-634.407	GRANT	0.00	0.00
592-000.000-634.408	GRANT	0.00	0.00
592-000.000-664.400	INTEREST INCOME	0.00	0.00
592-000.000-675.400	TRANSFER FROM WATER FUND	250,000.00	250,000.00

Total Dept 000.000		2,850,000.00	2,850,000.00
TOTAL REVENUES		2,850,000.00	2,850,000.00
Expenditures			
Dept 000.000			
592-000.000-801.700	CONTRACTUAL SERVICES	2,600,000.00	2,650,000.00
592-000.000-994.700	BOND	22,000.00	22,000.00
592-000.000-994.705	BOND PLANT	38,000.00	38,000.00
592-000.000-995.700	INTEREST DUE ON BONDS	6,000.00	6,000.00
592-000.000-995.705	INTEREST DUE ON BOND PLANT	10,000.00	10,000.00
Total Dept 000.000		2,676,000.00	2,726,000.00
TOTAL EXPENDITURES		2,676,000.00	2,726,000.00
Fund 592 - WATER REPLACEMENT FUND:			
TOTAL REVENUES		2,850,000.00	2,850,000.00
TOTAL EXPENSES		2,676,000.00	2,726,000.00
NET OF REVENUES & EXPENDITURES		174,000.00	124,000.00

* *

MOTION BY SHOWALTER, SECOND BY ZIMMERMAN, TO APPROVE THE INTRODUCTION OF ORDINANCE 23-03 BUILDING ORDINANCE.

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

No – None **Absent – None** **Motion carried**

* *

Discussion was held as to the cost of banners, the increase in cost due to the size of the banners on the new light poles, and the cost of man power and equipment to hang the banners.

MOTION BY ZIMMERMAN, SECOND BY JACKSON, TO APPROVE CHANGES IN THE VETERANS BANNER PROGRAM INCLUDING THE INITIAL SET UP FEE FOR THE ACTUAL BANNER OF $100 IN THE FIRST YEAR WITH EACH CONSECUTIVE YEAR BEING $25 UP TO FIVE YEARS. THE EXISTING BANNERS THAT ARE PAID FOR ANOTHER YEAR WOULD BE REPLACED AT THE CITY'S COST.

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

No – None **Absent – None** **Motion carried**

* *

MOTION BY BENNETT, SECOND BY PUGH TO APPROVE THE MINUTES AND SUMMARY FROM THE REGULAR MEETING HELD DECEMBER 4, 2023.

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

No – None **Absent – None** **Motion carried**

* *

MOTION BY SHOWALTER, SECOND BY ADAIR TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; WEST BRANCH POLICE DEPARTMENT NOVEMBER 2023 REPORT; WWTPA MINUTES FROM OCTOBER 2, 2023; BOR MINUTES FROM DECEMBER 11, 2023; OGEMAW COUNTY FIRE DEPARTMENT MINUTES FROM OCTOBER 17, 2023; AND DDA MINUTES FROM NOVEMBER 28, 2023.

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

No – None **Absent – None** **Motion carried**

* *

Communications shared included the Happy Holidays ad in the Voice from the City of West Branch and the Michigan Public Policy Survey December 2023 edition.

Member Pugh reported that the bell ringing has gone extremely well this year. Just this week end over $17,000 was collected. This coming week will be the final week until next year.

Manager Dantzer informed council that Mr. Gilbert was present to take pictures in front of the city sign tonight. He also informed members that there was an incident where the gator was backed into a worker's personal vehicle. The damage to the bumper was only $1,955.08. Filing a claim with the insurance company would still make the city responsible for the deductible and raise the insurance rate. Manager Dantzer suggested paying out of the motor vehicle fund.

* *

MOTION BY ZIMMERMAN, SECOND BY SHOWALTER TO PAY FOR THE DAMAGE IN THE AMOUNT OF $1,955.08 OUT OF THE MOTOR VEHICLE FUND.

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

No – None **Absent – None** **Motion carried**

* *

Bill Ehinger asked about curb and gutter replacements on S. First St. Manager Dantzer explained that the repaving would not happen until 2025 and it would depend on the quote at that time whether the curb and gutter would be replaced on S. First along with N. Burgess, Second, and Third.

Commissioner Scott asked about the Building Department and Manager Dantzer explained that now that it was approved by council it would have to go to the state for their approval.

Heather Neuhaus from the Chamber expressed her thanks to all who participated in the Santa Train and the Christmas Parade and made the events so successful. She also expressed thanks for all the wonderful work the City Workers do.

Mayor Frechette adjourned the meeting at 6:23 pm.

Paul Frechette, Mayor

Lori Ann Clover, Clerk

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, DECEMBER 18, 2023.

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

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

Absent: None

Other officers present: Manager Dantzer, Clerk Clover, Treasurer Frechette, Office Assistant Romps, DPW Supervisor Killackey, Chief Walters, and Commissioner Scott.

All stood for the Pledge of Allegiance.

Commissioner Scott gave an update on county activities.

Council approved the bid for the snow pusher in the amount of $750.

Council approved bills in the amount of $319,988.40.

Council approved the emergency purchase and quote for the repair of Pump #5 not to exceed $49,175.

Council approved the yearly Performance Resolution with MDOT.

Council approved Resolution 23-33 Budget Amendment.

Council approved the introduction of Ordinance 23-03 Building Ordinance.

Council approved the changes in the Veteran's Banner Program.

Council approved the minutes and summary from the regular meeting held December 4, 2023.

Council received and filed the treasurers report and investment summary; West Branch Police Department November 2023 Report; WWTPA minutes from October 2, 2023; BOR minutes from December 11, 2023; Ogemaw County Fire Department minutes from October 17, 2023; and DDA minutes from November 28, 2023.

Communications were shared.

Members Pugh and Manager Dantzer gave updates.

Council approved paying for the damage that was done to a worker's vehicle out of the motor vehicle fund of 1,955.08.

Bill Ehinger asked about curbs and gutters in the repaving of S. First St.

Commissioner Scott asked about the Building Department.

Heather Neuhaus expressed her thanks to the City.

Mayor Frechette adjourned the meeting at 6:23 pm.

CASH SUMMARY BY BANK FOR WEST BRANCH
FROM 01/01/2024 TO 01/31/2024

Bank Code / Fund	Description	Beginning Balance 01/01/2024	Total Debits	Total Credits	Ending Balance 01/31/2024
GEN1	GEN1 - GENERAL CHECKING				
101	GENERAL FUND	1,055,388.99	29,471.23	833.33	1,084,026.89
150	CEMETERY PERPETUAL CARE	41,767.74	0.00	0.00	41,767.74
209	CEMETERY FUND	1,828.50	0.00	83.33	1,745.17
237	MARIJUANA FUND	4,526.40	0.00	0.00	4,526.40
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	(11,830.69)	0.00	0.00	(11,830.69)
248	DDA OPERATING FUND	383,983.56	11.81	200.00	383,795.37
251	INDUSTRIAL PARK FUND	37,147.44	4,122.56	83.33	41,186.67
276	HOUSING RESOURCE FUND	195,712.21	0.00	0.00	195,712.21
318	SEWER DEBT FUND	140,686.67	7,862.32	0.36	148,548.63
319	WATER DEBT FUND	113,599.63	1,620.78	0.08	115,220.33
572	PLANT REPLACEMENT FUND (R&I)	1.84	0.00	0.00	1.84
590	SEWER FUND	347,976.17	8,985.41	4,166.58	352,795.00
591	WATER FUND	632,354.95	10,538.05	1,710.67	641,182.33
592	WATER REPLACEMENT FUND	2,324,689.59	0.00	0.00	2,324,689.59
593	SEWER COLLECTION	294,795.38	2,022.05	1,333.42	295,484.01
561	EQUIPMENT FUND	18,723.07	6,803.93	1,000.00	24,527.00
704	PAYROLL CLEARING	24,496.84	0.00	0.00	24,496.84
705	IRONS PARK ENTERTAINMENT FUND	14,404.59	0.00	0.00	14,404.59
707	YOUTH SAFETY PROGRAM	115.40	0.00	0.00	115.40
	GEN1 - GENERAL CHECKING	5,620,368.28	71,438.14	9,411.10	5,682,395.32
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	738,765.70	20,933.95	5,233.49	754,466.16
203	LOCAL STREET FUND	476,126.82	12,271.01	0.00	488,397.83
	MAJOR/ LOCAL STREETS	1,214,892.52	33,204.96	5,233.49	1,242,863.99
PAY	PAYROLL				
704	PAYROLL CLEARING	47,068.39	0.00	3,130.00	43,938.39
	PAYROLL	47,068.39	0.00	3,130.00	43,938.39
CHEM	SAVINGS				
101	GENERAL FUND	460,997.71	0.00	0.00	460,997.71
150	CEMETERY PERPETUAL CARE	1,688.05	0.00	0.00	1,688.05
251	INDUSTRIAL PARK FUND	245.85	0.00	0.00	245.85
571	COLLECTION REPLACEMENT FUND	0.65	0.00	0.00	0.65
591	WATER FUND	26,576.28	0.00	0.00	26,576.28
592	WATER REPLACEMENT FUND	19,914.58	0.00	0.00	19,914.58
593	SEWER COLLECTION	3,202.32	0.00	0.00	3,202.32
561	EQUIPMENT FUND	103,632.66	0.00	0.00	103,632.66
	SAVINGS	616,258.10	0.00	0.00	616,258.10
TAX	TAXES				
701	TAX AGENCY	96,278.38	31,644.05	82,797.88	45,124.55
	TAXES	96,278.38	31,644.05	82,797.88	45,124.55
	TOTAL - ALL FUNDS	7,594,865.67	136,287.15	100,572.47	7,630,580.35

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

Fund Account	Description	Beginning Balance 01/01/2024	Total Debits	Total Credits	Ending Balance 01/31/2024
Fund 101 GENERAL FUND					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	150,000.00	0.00	0.00	150,000.00
	GENERAL FUND	250,000.00	0.00	0.00	250,000.00
Fund 150 CEMETERY PERPETUAL CARE					
004.300	CERTIFICATE OF DEPOSIT C	112,499.74	0.00	0.00	112,499.74
004.400	CERTIFICATE OF DEPOSIT D	113,500.06	0.00	0.00	113,500.06
	CEMETERY PERPETUAL CARE	225,999.80	0.00	0.00	225,999.80
Fund 251 INDUSTRIAL PARK FUND					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	25,000.00	0.00	0.00	25,000.00
	INDUSTRIAL PARK FUND	125,000.00	0.00	0.00	125,000.00
Fund 661 EQUIPMENT FUND					
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	EQUIPMENT FUND	250,000.00	0.00	0.00	250,000.00
	TOTAL - ALL FUNDS	850,999.80	0.00	0.00	850,999.80

MEETING OF THE WEST BRANCH ZONING BOARD OF APPEALS HELD IN THE COUNCIL CHAMBER OF CITY HALL, 121 NORTH FOURTH STREET, ON MONDAY, AUGUST 14, 2023.

Chairperson Kara Fachting called the meeting to order at 6:00 p.m.

Present: Jozann Burgin, Glenda Colclasure, Kara Fachting, Mike Jackson, and Thom Jones.

Absent: None

Others present: City Manager/Acting secretary John Dantzer

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MOTION BY BURGIN, SECOND BY JACKSON, TO APPROVE THE MINUTES FROM THE MEETING HELD JANUARY 5, 2023.

Yes – Burgin, Colclasure, Fachting, Jackson, Jones.

No – None **Absent – None** **Motion carried**

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Chairperson opened the public hearing to take comment on the variance request for Dr. Bill Shortt at 720 W. Houghton Ave. to allow a side setback of 3'.

Eric Zettel, of Zettel Construction, presented working drawings on the addition to the existing dental building and noted the addition would house two additional patient rooms and an office.

Member Burgin asked if they had considered any other layouts and was concerned it looked like there were some dead areas in the plan. Mr. Zettel noted they did have some additional ideas but the layout presented would work the best for what they want to accomplish.

Member Colclasure asked about the width of the hallways. Mr. Zettel noted they were currently drawn at 45" with a minimum allowed of 36". He further noted they would need to build an interior wall on the side of the current brick that will be used for structural support of the addition.

Member Burgin asked if the addition was going to be on a slab or other type of foundation. Mr. Zettel noted the addition would have a basement the same as the existing building.

Member Burgin asked if the sizes of the patient rooms were the minimum size that could be used. Mr. Zettel noted the plans were drawn so all of the hallways and rooms would be handicap accessible, allowed for ease of use, and also allowed for different uses in the future. Member Fachting noted that many dental offices are moving towards smaller patient areas now.

Mr. Zettel noted from Court St through town, the only residential building on that side of the building was the neighboring property and all the rest of them were commercial so that while it was zoned mixed use, that area was being used almost exclusively for commercial purposes.

Chairperson Fachting asked if he had any other contingencies. Mr. Zettel noted they did but they rooms wouldn't work as well for what they waned and would limit future uses of those rooms.

Chairperson Fachting noted while she was all for growth and development, she has concerns with allowing a setback that close to the lot line and with drainage if the building is that close. She further noted that even though the current owner of the neighboring building has no concerns, they may not always be the owner of that building

Mr. Zettel asked if the 3' variance was too close would they consider any other options. Chairperson Fachting noted she leaned more toward allowing a variance that would allow them to have a 6' side setback to match the setback of the neighboring property. Members Burgin and Colclasure noted they agreed with Chairperson Fachting and were more in favor of a 6' set back variance.

Member Burgin asked if they looked at putting the addition in different areas such as out the back of the building where there is more room. Mr. Zettel noted they did look at that option but because of how the existing building was laid out and the work flow of the building, it would not work.

Member Burgin asked about the possible redesign of the existing lab area to help with handicap requirements. Mr. Zettel noted they did look at that area as well but it would be a major project because they have several companies with equipment that is not easy to move and because of the stairwell in that area.

Member Colclasure asked what the sizes of the existing patient rooms were. Mr. Zettel noted they were approximately 9'X 10'.

Mr. Zettel asked if the decision would be made tonight. It was noted typically the decision is made the night of the meeting and the Board has three options, they can grant the variance as requested, deny the variance completely, or approve the variance with contingencies.

Member Burgin noted, after discussion, she was more comfortable allowing a variance to match the setback of the neighboring property.

MOTION BY BURGIN, SECOND BY JONES, TO CLOSE THE PUBLIC HEARING AT 6:23

Yes – Burgin, Colclasure, Fachting, Jackson, Jones.

No – None **Absent – None** **Motion carried**

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MOTION BY BURGIN, SECOND BY FACHTING, TO DENY THE 3' SIDE SETBACK VARIANCE REQUEST AND INSTEAD APPROVE A VARIANCE TO ALLOW FOR A 6' EAST SIDE SETBACK AND THAT GUTTERS BE USED TO ADDRESS ALL WATER RUNOFF.

Yes – Burgin, Colclasure, Fachting, Jackson, Jones.

No – None **Absent – None** **Motion carried**

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Chairperson Fachting apologized for missing the previous meeting.

Member Colclasure noted her concern for the intersection at S. Sixth and Wright and that there is a line of sight issue and that a four-way stop be considered. It was noted that a request for a traffic change order be made to Council.

Member Jackson noted the initial work for the Houghton Ave redesign had begun and the Victorian Art Fair was well attended.

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Sean Gilbert addressed the Board and noted it was interesting to watch the procedure of the meeting. The Board updated Mr. Gilbert on the standard procedure for any hearing.

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Chairperson Fachting adjourned the meeting at 6:36 p.m.

99TH DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

MIKE HOADLEY

STATE REPRESENTATIVE

PHONE: (517) 373-1789
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MikeHoadley@house.mi.gov

December, 13 2023

Lori Ann Clover
121 N. 4th Street
West Branch, MI 48661

Dear Lori Ann,

I hope this letter finds you and your family well this holiday season. My first year as your State Representative is nearing its conclusion, and as I close out my first year in office, I wanted to take the time to reflect and share some of this year's highlights. I also want to thank you for the input you have provided me this year. With a heart full of gratitude, I write this letter to express my sincere thanks for your engagement with issues that matter most to you. More than this, I treasure your confidence in my ability to represent you in Lansing. I hope to see you again at my community office hours or one of our cherished community pastimes next year.

I stated when I campaigned for public office to remain present and attentive to the needs of the 99th House District. As such, I have attended over 100 in-district gatherings and events, including town halls, round tables, office hours, business tours, charity functions, parades, and ceremonies - I will continue to do so. Truthfully, I can say your feedback has assisted me on the House Floor; I always arrive in Lansing to vote with them in mind.

My mission will always be to ensure our rural community voices and values have a voice in Lansing. For this reason, I voted against legislation that would strip law-abiding citizens of their rights under the Second Amendment, laws that will weaken signature verification and compromise election security, Michigan's largest budget, a state land grab that removes local zoning control of wind and solar projects, and a Reproductive Health Act that went farther than Roe ever intended. I am a conservative who will always fight for policies that will provide your family the best opportunity to flourish.

Although the House of Representatives adjourned for the year, I remain committed to you. With my preparations for 2024 underway, I am excited about the opportunities ahead and am confident that, with a voice like yours, we can continue to achieve meaningful progress. Your commitment to civic engagement is inspiring, and I look forward to working together to address the challenges and opportunities that come our way.

Again, thank you for your collaboration, support and dedication to our shared vision. As you gather with family and friends, I wish you a joyous holiday season filled with warmth and happiness, and a new year brimming with success and fulfillment.

With Sincere Appreciation,

Mike Hoadley

Your State Representative
Mike Hoadley
Member – 99th House District

Recycled Paper

RECREATION COMMITTEE		3 YR TERM
Carol Addair	12/5/2022	council term
Josh Erickson	12/5/2022	planning term
Lois Bergquist	12/5/2022	12/31/2023
Lisa Saurer	12/5/2022	12/31/2024
Meredith Schleicher	12/5/2022	12/31/2025

BOARD OF REVIEW		3 YR TERM
OPEN	1/8/2024	12/31/2024
Michael Pugh	1/21/2019	12/31/2025
Dale Peters - Chair	2/20/2012	12/31/2026

ZONING BD OF APPEALS		3 YR TERM
Kara Fachting, Chair, Planning Member	7/6/2015	Planning term
Mike Jackson Council Member	1/9/2019	Council term
Jozann Burgin		8/15/2024
Thom Jones	8/7/2006	8/15/2025
Glenda Colclasure	12/18/2007	8/15/2026
Karen Biggs- Alternate	3/20/2023	8/15/2026
Alternate - OPEN		