

AGENDA

RESCHEDULED REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD IN PERSON AND VIRTUALLY AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, OCTOBER 2, 2023, BEGINNING AT 6:00 P.M.

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

- I. Call to order
- II. Roll call
- III. Pledge of Allegiance
- IV. Scheduled Matters from the Floor
 - A. County Update
- V. Public hearing
- VI. Additions to the agenda
- VII. Public comment on agenda items only (limited to 3 minutes)
- VIII. Bids
 - A. Striping Bids for parking lots
 - B. Street paving on South Fourth
- IX. Unfinished Business
- X. New Business
 - A. Bills
 - B. Special Event Christmas Light Parade
 - C. Special Event West Branch Light Pole Decorating Contest
 - D. Resolution 23-26 Lot 21, Industrial Park West sales offer
 - E. Approval of first half of airport appropriation
 - F. N. 7th St railroad safety review
- XI. Approval of the minutes and summary from the regular meeting held September 18, 2023.
- XII. Consent Agenda
 - A. Treasurer's Report and Investment Summary
 - B. Minutes from the Airport Board Meeting held August 16, 2023
 - C. Minutes from the Land Bank Authority Meeting held August 16, 2023
 - D. Minutes from the Downtown Development Authority meeting held August 22, 2023
 - E. Minutes from the Wastewater Treatment Plant Authority meeting held June 20, 2023
 - F. Minutes from the Industrial Development Committee meeting held June 19, 2023

XIII. Communications

- A. Thank you, Summer Music Series,
- B. Thank you, The Brook
- C. Question. Persuade. Refer – Suicide Training Flyer
- D. Halloween Flyer
- E. Active Shooter training

XIV. Reports

- A. Mayor
 - 1. Appointment of Matthew Thompson to the Election Commission
- B. Council
- C. Manager
 - 1. MDOT streetscape bond

XV. Public comment any topic

XVI. Adjournment

UPCOMING MEETINGS-EVENTS

October 9 Recreation Committee 6:00 pm

October 10 Planning Commission 6:00 pm

October 11 Pre-Audit

October 16 City Council 6:00 pm

October 17 Summer Music Series – Library 4:00 pm

October 17-27 Audit

October 18 Airport 12:15 pm

October 18-20 MML Conference

October 24 DDA 12:00 pm



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

REQUEST FOR PROPOSALS.

The City of West Branch is accepting bids for striping on various parking spaces throughout town (list below). Sealed bids clearly marked "STRIPING BIDS" will be accepted at City Hall, 121 N. Fourth St., West Branch, MI 48661 until noon on Thursday, September 14th with the opening of the bids to take place at that time. Bids will be presented to Council for review at their regular scheduled meeting on Monday September 18th at 6:00 pm. For further questions, please contact DPW Superintendent Mike Killackey at 989-965-4982. The City of West Branch reserves the right to accept or reject any or all bids.

Parking lots to be marked

- N 4th Lot parking spaces and direction arrows
- N 3rd Lot parking spaces and direction arrows
- N 2nd Lot parking spaces and direction arrows
- S 2nd Lot parking space
- S 3rd behind G's Lot parking spaces

On Street parking to be marked

- N 4th On street parking spaces and curbs
- S 4th On street parking spaces and curbs
- N 3rd On street parking spaces and curbs
- S 3rd On street parking spaces and curbs
- N 2nd On street parking spaces and curbs
- S 2nd On street parking spaces and curbs

Paint all parking spaces to match current markings

HORIZON SEALCOATING

4578 Orchard Rd. West Branch, MI 48661

Office-989-345-8018 fax- 989-701-2069

Todd@horizonsealcoating.com

aschaefer.horizon@gmail.com

Here's what Horizon Sealcoating application does for your pavement:

1- **Prevents oxidation:** Regular sealing applications seal against the drying action of the sun raveling cracking and deterioration

2- **Weatherization:** The accumulation of moisture in pavement structures is probably the greatest cause of payment damage. Sealing application prevents weather seepage into the porous asphalt structure, stopping weather damage.

3- **Saves Money:** asphalt, a petroleum product, has almost tripled in cost for pennies per square foot, sealing application can protect your investment and prevent costly repairs.

Date: 9-13-23

Customer Name City of West Branch

Address 121 N Fourth st

Phone Number 989-965-4982

Contact Name Mike Killackey

Sealcoat _____ \$ _____

Crack Filling _____ \$ _____

Other _____ \$ _____

TOTAL SEALCOATING \$ _____

Striping

Parking Spaces: 272 \$ 2720.00 Arrows: 9 \$ 225.00

Handicap Spaces 16 \$ 800.00 Hashmarks 815' \$ 437.50

Curb Face painting 815 ft \$ 815.00 Light Poles/bollards _____ \$ _____

TOTAL STRIPING \$ 4997.50 TOTAL BOTH SERVICES \$ _____

SIGNATURE _____

DATE _____

Thank you for allowing Horizon seal coating to provide you with a free quote for your seal coating needs
Should you have any questions or concerns in regards to this estimate, please feel free to contact us!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2023

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

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

PRODUCER Walker Agency of Michigan, Inc P.O. Box 8 West Branch, MI 48861	CONTACT NAME: Nicole Mourot PHONE: 989-345-1570 FAX: 989-345-9100 EMAIL: nm@walkeragency.com ADDRESS:
INSURED Frank Todd Schaefer dba Horizon Seal Coating dba Quality Lawn Care & Landscaping	INSURER(S) AFFORDING COVERAGE INSURER A: Farmers Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADUL SUBR INSD WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> BLANK-MADE <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> OTHER AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CPP 000453	05/17/2023	05/17/2024	BODILY OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED AUTOMOBILES \$ 100,000 MED EXP (per person) \$ 5,000 BODILY INJURY \$ 1,000,000 GEN'L AGGREGATE \$ 2,000,000 PRODUCTS/COMPLETED OPERATIONS \$ 2,000,000 CONTRACTS \$ 2,000,000 ADVERTISING \$ 2,000,000 POLLUTANTS \$ 2,000,000 CYBER \$ 2,000,000 FIDELITY \$ 2,000,000 EMPLOYERS' LIABILITY \$ 2,000,000 UMBRELLA \$ 2,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		CUP 000453	05/17/2023	05/17/2024	BODILY OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED AUTOMOBILES \$ 100,000 MED EXP (per person) \$ 5,000 BODILY INJURY \$ 1,000,000 GEN'L AGGREGATE \$ 2,000,000 PRODUCTS/COMPLETED OPERATIONS \$ 2,000,000 CONTRACTS \$ 2,000,000 ADVERTISING \$ 2,000,000 POLLUTANTS \$ 2,000,000 CYBER \$ 2,000,000 FIDELITY \$ 2,000,000 EMPLOYERS' LIABILITY \$ 2,000,000 UMBRELLA \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICIALS/EMPLOYEES \$ 1,000,000 (Mandatory in MI) If yes, describe job description of operations	N/A	WCP 000453	05/17/2023	05/17/2024	BODILY OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED AUTOMOBILES \$ 100,000 MED EXP (per person) \$ 5,000 BODILY INJURY \$ 1,000,000 GEN'L AGGREGATE \$ 2,000,000 PRODUCTS/COMPLETED OPERATIONS \$ 2,000,000 CONTRACTS \$ 2,000,000 ADVERTISING \$ 2,000,000 POLLUTANTS \$ 2,000,000 CYBER \$ 2,000,000 FIDELITY \$ 2,000,000 EMPLOYERS' LIABILITY \$ 2,000,000 UMBRELLA \$ 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ROYALTY PAVEMENT MARKINGS

MIKE SAYLOR

DATE: 9-8-2023

2783 N LAKESHORE RD

BID FOR PROPOSAL FOR STRIPING THROUGHOUT
TOWN

CARSONVILLE, MO 64619

816-223-7137

Invoice For: CITY OF WEST BRANCH BID

Quanty	Description	Column2	Unit Price	Column1	Price
3857 FT	yellow 4 inch		\$ 0.40		\$ 1,542.80
1801 FT	4 INCH WHITE		\$ 0.40		\$ 720.40
597 FT	blue 4 inch		\$ 0.40		\$ 238.80
189 FT	18 INCH WHITE CROSS WALK INSIDE PARKING LOT ON N 4TH ST		\$ 1.90		\$ 359.10
3403 FT	YELLOW CURB		\$ 1.25		\$ 4,253.75
15 EA	DIRECTIONAL ARROWS		\$ 20.00		\$ 300.00
12 EA	HANDICAP		\$ 20.00		\$ 240.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Invoice Subtotal \$ 5,318.78

Tax Rate

Sales Tax \$ -

Other

Deposit Received

TOTAL \$ 5,318.78

thank you!

Make all checks payable to ROYALTY PAVEMENT MARKINGS.

Request for Bid/Proposals

The City of West Branch is seeking competitive bids/proposals for the paving of a section on S. Fourth St that measures approximately 24' X 150'. The project is to be completed during the 2023 calendar year.

- Remove and replace asphalt
 - Pulverize existing asphalt.
 - Place and grade pulverized material as needed to improve base.
 - Dispose of any unused pulverized material to an approved recycle facility
 - Fine grade and compact
 - Pave asphalt two courses, 2" Leveling course +1 ½" wearing course equaling 3 ½"

Any manhole and/or valve box repairs will be done by DPW. Concrete curbs and gutter will remain as is.

Bids Due: Wednesday, September 27, 2023 at Noon

Sealed bids stating "Street Paving" on the envelope may be mailed, or delivered in person during regular business hours (Monday – Friday, 8am – 4:30pm) to West Branch City Hall, 121 N. 4th St., West Branch, MI 48661. Further details regarding the RFP can be obtained by contacting DPW Superintendent Mike Killackey 989-965-4982 or by contacting City Hall 989-345-0500 and asking for City Manager John Dantzer.

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

Bids will be opened at noon on September 27 in the Council Chambers of West Branch City Hall, 121 N. 4th St., West Branch, MI 48661, and will be on the agenda of the West Branch City Council meeting scheduled for Monday, October 2 at 6 pm, which also takes place in the Council Chambers of West Branch City Hall.



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

City Manager John Dantzer and Office Assistant Rob Romps were on hand for the opening of the following bids on 9/27/2023 at 12:00 pm.

1. 4th Street Asphalt bid

- A.) Hodgins Asphalt Paving Inc -- \$14,800.00
- B.) Mid-Michigan Asphalt -- \$12,950.00

Hodgins Asphalt Paving Inc.

PO Box 720

West Branch, MI 48661

PROPOSAL

DATE	ESTIMATE NO.
9/25/2023	5898901

hodginsasphalt@yahoo.com

NAME / ADDRESS

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

www.hodginsasphalt.com

DESCRIPTION

Job Site: Section of Fourth Street
Approximately 3600 sq. ft. of asphalt paving (24' x 150')
01. Saw cut and remove existing asphalt
02. Prepare a proper subgrade
03. Supply and place approx. 60 ton of 22A stabilized gravel
04. Fine grade and compact gravel base
05. Clean all existing concrete/asphalt edges
06. Apply tack coat to all contact joints
07. Pave 2" leveling course and 1.5" wearing course with 4E bituminous mix (3.5" compacted depth)
**Set up proper signage and traffic control

Authorized Signature:



MDOT Prequalified #06585

Our company will obtain a driveway permit and contact Miss Dig

Thank you for the invitation to bid!

TOTAL

\$14,800.00

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



Mid-Michigan Asphalt Paving

PO Box 849
West Branch, MI 48661

Office (989) 345-2437 Fax (989) 345-3374
MmaPaving@gmail.com



Name	City of West Branch	Date	9-13-2023
Address		Phone	
City		Cell	
Zip Code		Fax	
Job Name	S. 4 th Street	Email	

We hereby submit specifications and estimate for:

Remove and replace a 24' x 150' section of 4 th Street.	Cost
NOTE: Due to the small size of the area being replaced and the high cost of pulverizing, we will remove the existing asphalt surface rather than pulverize it. We will then bring in gravel to improve the paving base as needed.	
1. Saw-cut asphalt at each end for true edges.	
2. Remove existing asphalt, dispose of asphalt at a recycle facility.	
3. Place 23-A gravel as needed to improve the paving base.	
4. Fine grade.	
5. Compact with vibratory roller.	
6. Pave asphalt as per specifications (2" leveling course + 1 1/2" top course equaling 3 1/2" thick.	\$12,950.00
We will provide traffic control for this project.	

TOTAL AMOUNT OF PROPOSAL:

\$12,950.00

We propose hereby to furnish material and labor-complete in accordance with the above specifications for the total amount above. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. PAYMENT TO BE MADE UPON COMPLETION. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

Authorized Signature: Robert Winter Date: 9-13-23

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. Mid-Michigan Asphalt Paving is authorized to complete work as specified. Payment will be made as outlined above.

Signature of Purchaser _____ Date: _____

Printed Name of Purchaser _____ Date: _____

Street Paving

RECEIVED
SEP 13 2023
BY: mf 1:10pm



HODGINS ASPHALT PAVING INC.

P.O. Box 720 * 1659 S. Dow Road
West Branch, MI 48661

RECEIVED
SEP 26 2023
BY: 1/5/23

City of West Branch
Street Paving Bid
Bid Due: 09/27/23 @ noon

Place Holder for Bills



City of West Branch

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

Special Event Permit

Event Name: **Christmas Light Parade**

Event Date: **12/9/2023** Start Time: **7 p.m.** End Time: **8 p.m.**

Name of Sponsoring Organization: **West Branch Area Chamber of Commerce**

Address: **422 W. Houghton Ave**

Contact Person: **Heather Neuhaus** Phone Number: **989-345-2821**

Describe the purpose of this event: **Parade for the community.**

Businesses and Organizations with floats and entries

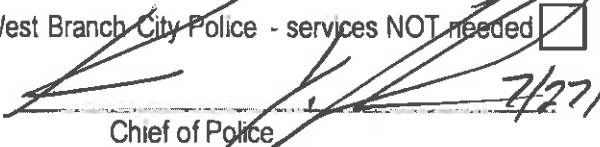
Point of Assembly and/or proposed route (attach separate diagram if needed).

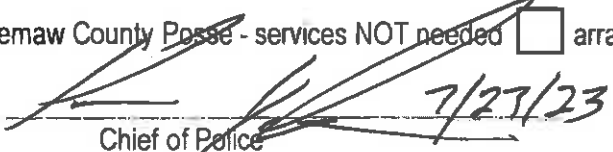
Line up at Valley and Griffin. Parade will go down Houghton to Eighth Street. Same as previous year.

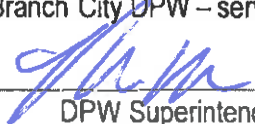
If requesting a road closure Road closure Start time: **6:30 p.m.** End time: **8:30 p.m.**

Road closure location: **Blocks by light on Houghton**

In an effort to help your event run smoothly you must make sure the following departments are aware of and/or can staff your event. **Please obtain signatures from each department listed advising us that they are aware:**

West Branch City Police - services NOT needed ☐ arrangements have been made ☒
 **7/27/23**
Chief of Police

Ogemaw County Posse - services NOT needed ☐ arrangements have been made ☒
 **7/27/23**
Chief of Police

West Branch City DPW – services NOT needed ☐ arrangement have been made ☐
 **7-21-23**
DPW Superintendent



City of West Branch

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

Additional Terms and Conditions:

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

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

West Branch Area Chamber
Applicant Signature [Signature]

9/1/2023
Date

For Office Use Only:

Permit Approved – Yes / No

Council meeting date _____

Manager / Clerk Signature



**2023 Christmas Light Parade
Saturday, December 9 at 7 p.m.**

Downtown West Branch

“All I want for Christmas” themed parade.

**Line-up begins at 6 p.m. and is on a first come basis.
(All Semi Trucks will be at the back of the line.)**

The Parade starts promptly at 7 p.m.

No entrant will be accepted without prior registration

Start: By Smiley Face Water Tower Griffin St. & Valley St.

Finish: Houghton Ave. & Eighth St.

2023 Premium Premier Sponsors



2023 Premier Sponsors



**West Branch Automotive
Rose City Automotive**



Mercantile Bank

**Loggers Depot
Food & Spirits**



Morse Clark Furniture Co.
Quality Furniture, Coranets, Tels, Sofas, Wood
Furniture, Flooring, Paints, Accessories and much more.



2023 Christmas Light Parade Rules:

It is the responsibility of the individual who signs this form to ensure that all participants of their organization receive a copy of these rules.

*No Santas- The West Branch Area Chamber of Commerce will provide Santa.

*Parade entries must continue through entire route of the Parade. Line-up begins at 6:00 p.m. and is on a first come basis. The parade starts promptly at 7:00 p.m. All entries in place by 6:45 p.m. No entrant will be accepted without prior registration. Start will be by the Smiley Face Water Tower, Griffin St. & Valley St. Finish will be Houghton Ave. & Eighth St.

*All entries must be family oriented.

*No offensive Flags, Banners, Signs, or otherwise may be displayed during the parade. The West Branch Area Chamber of Commerce sponsors the parade and reserves the right to remove any items deemed inappropriate from a parade participant.

*All pets must be on a leash and person holding leash strong enough to control & manage pet.

*No drugs, alcohol etc. Anyone intoxicated will be turned over to the police.

*All Large Semi Trucks will be in the back of parade.

*All vehicles in parade must carry SUFFICIENT AUTO LIABILITY INSURANCE.

*All participants, in consideration of participation in this event, agree to indemnify, hold harmless and release the West Branch Area Chamber of Commerce, West Branch Visitors Bureau & City of West Branch, its agents and employees, from any and all liability for any injury or damage which may arise out of or in any way be connected with participation in the Parade.

By signing this you agree to follow ALL the rules of the parade.

Print Name _____ Signature _____ Date _____

*The Parade Committee reserves the right to bar, AT ANY TIME, any entry not conforming to the rules and regulations, or refusing to follow instructions of police or parade officials from the Parade. The Parade committee also reserves the right of final decision on entries accepted for the Parade.

Please return form to 422 W Houghton Ave, West Branch, MI 48661.

REMIT APPLICANTS CHECK PAYABLE TO: West Branch Area Chamber of Commerce

422 W Houghton Ave, West Branch, MI 48661

Questions please contact us at 989-345-2821 or visit our website: www.wbacc.com

\$20 Non Chamber Members

\$15 Chamber Members

Parade Entry Name _____

Contact Person _____ **Phone** _____

Email _____

Address _____

Description of Parade Entry



City of West Branch

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

Special Event Permit

Event Name: **West Branch Light Pole Decorating Contest**

Event Date: **Oct. 22- Nov. 5th** Start Time: _____ End Time: _____

Name of Sponsoring Organization: **West Branch Area Chamber of Commerce**

Address: **422 W. Houghton Ave**

Contact Person: **Heather Neuhaus** Phone Number: **989-345-2821**

Describe the purpose of this event: **Making the town look festive.**

Businesses, organizations and community can decorate a light pole throughout West Branch.

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

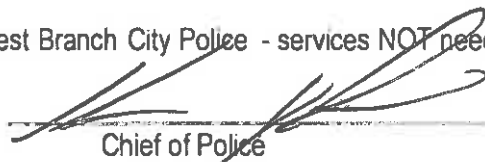
Light poles

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

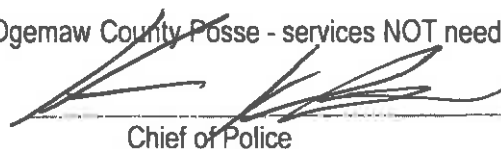
Road closure location: **No Road Closure**

In an effort to help your event run smoothly you must make sure the following departments are aware of and/or can staff your event. **Please obtain signatures from each department listed advising us that they are aware:**

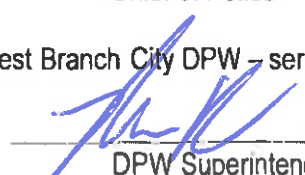
West Branch City Police - services NOT needed ☒ arrangements have been made ☐


Chief of Police **7/27/23**

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


Chief of Police **7/27/23**

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


DPW Superintendent **9-21-23**



City of West Branch

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

Additional Terms and Conditions:

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

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

West Branch Area Chamber of Commerce
Applicant Signature

9/1/23
Date

For Office Use Only:

Permit Approved – Yes / No

Council meeting date _____

Manager / Clerk Signature



West Branch Area Chamber of Commerce and Visitors Bureau Decorated Light Pole Decorating Contest

The West Branch Light Pole decorating contest has become a great success. Light poles are a great way for ALL businesses and organizations to participate. If you have a light pole at your location, you can decorate it there or the Chamber will place you at a location.

Why should your business/organization participate? Your business/organization gets promoted, people notice, it's a great way to get staff involved and there is no entry fee.

Plus, it makes the West Branch Area look festive and there are plenty of poles. Overall Contest Winner in Fall and Halloween theme will get 1-week FREE promotion on LED SIGN.

YOU MUST REGISTER WITH THE CHAMBER FIRST!

RULES:

1. You **MUST** fill out form and find out what pole you will be decorating through the **Chamber only**. There are selected light poles to decorate. If you have a light pole at your business/organization and want to participate please fill out this form. Once form is filled out your pole will be marked as taken.
2. Decorations should be light and weather proof to go on light poles.
3. All decorations need to be tied on with a string or zip tie so they don't fly around and away.
4. Organization/Business name must appear on the light pole with decorations especially for the community and judges to see.
5. All poles **MUST BE** decorated by **October 22ND** and taken down no later than **November 5TH**.

2022 Pole Decorating Entry Form

Organization/Business Name _____ Contact Person _____
Phone Number _____ Email _____

Please mark what kind of pole you are decorating. You can decorate more than one pole.

_____ Halloween themed pole **MUST BE DECORATED BY Sunday, October 22nd**.

_____ Fall themed pole **MUST BE DECORATED BY Sunday, October 22nd**.

2023 Premium Premier Sponsors



2023 Premier Sponsors



For questions, please contact the Chamber office at 989-345-2821

POLE ASSIGNED _____ (WBACC CHAMBER STAFF ONLY)

West Branch Area Chamber of Commerce and Visitors Bureau

Decorated Light Pole Decorating Contest

The West Branch Light Pole decorating contest has become a great success. Light poles are a great way for ALL businesses and organizations to participate. If you have a light pole at your location, you can decorate it there or the Chamber will place you at a location.

Why should your business/organization participate? Your business/organization gets promoted, people notice, it's a great way to get staff involved and there is no entry fee. Plus, it makes the West Branch Area look festive and there are plenty of poles. Overall People's Choice Contest Winner in Fall and Halloween theme will get 1-week FREE promotion on LED SIGN.

YOU MUST REGISTER WITH THE CHAMBER FIRST!

RULES:

1. You MUST fill out form and find out what pole you will be decorating through the **Chamber only**. There are selected light poles to decorate. If you have a light pole at your business/organization and want to participate please fill out this form. Once form is filled out your pole will be marked as taken.
2. Decorations should be light and weather proof to go on light poles.
3. All decorations need to be tied on with a string or zip tie so they don't fly around and away.
4. Organization/Business name must appear on the light pole with decorations especially for the community and judges to see.
5. All poles **MUST BE** decorated by **October 22ND** and taken down no later than **November 5TH**.

2023 Pole Decorating Entry Form

Organization/Business Name City of West Branch Contact Person Lori Ann Clover

Phone Number (989) 345-0500 Email clerk@westbranch.com

Please mark what kind of pole you are decorating. You can decorate more than one pole.

☒ Halloween themed pole

☐ Fall themed pole

☐ Decorate one Halloween and one Fall

*****ALL POLES MUST BE DECORATED BY OCTOBER 22nd!!!!**

2023 Premium Premier Sponsors



My Michigan Health
UNIVERSITY OF MICHIGAN HEALTH



2023 Premier Sponsors



West Branch Automotive
Rose City Automotive



HURON COMMUNITY BANK



Mercantile Bank

Morse Clark Furniture Co.
Quality Furniture, Linens, Bed, Carpet, Mattress
Decorative Lighting, Plants, Accessories and much more.



Loggers Depot

better water, pure and simple.

Food & Sports

For questions, please contact the Chamber office at 989-345-2821

POLE ASSIGNED _____ (WBACC CHAMBER STAFF ONLY)

Sales Contract

Offer Date: September 21, 2023

Time: _____

Selling Office: MORRIS-RICHARDSON REAL ESTATE, INC. (LICENSE #6505269320)

Selling REALTOR®: Yvonne DeRose

REALTOR®: _____

Agent License #: 6506041823

Listing Office: MORRIS-RICHARDSON REAL ESTATE, INC. (LICENSE #6505269320)

Listing REALTOR®: Yvonne DeRose

Agent License #: 6506041823

1. **PROPERTY DESCRIPTION** Buyer agrees to buy from Seller the property located at: "O" Progress Street
West Branch, Ogemaw County, Michigan, and legally described
as: _____
West Branch Industrial Park West Parcel #21 Parcel C & D

Parcel or Tax ID Number: 65-082-820-021-10, 65-082-820-021-20

The property includes all buildings; all fixtures; all gas, oil and mineral rights owned by Seller, built-in appliances; lighting fixtures; plumbing fixtures; water softener (unless rented); heating fixtures; electrical fixtures; radio and television antennas and any mechanical controls; shades; awnings; shutters; window blinds; curtain and drapery rods; attached floor coverings; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, and mailboxes, if any; and _____
but does not include: _____

(The property is purchased subject to zoning ordinances and to use restrictions and easements of record.)

2. **SALES PRICE** The sales price is \$ 40,000.00.
3. **METHOD OF PAYMENT** All monies must be paid by cash, certified check, cashiers check, or money order. The sale will be completed by the following method.
- ☒ **CASH:** Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ **NEW MORTGAGE:** This agreement is contingent on the Buyer's ability to obtain a(n) _____ mortgage loan in the amount of \$ _____. Buyer will apply for the loan within _____ days after Seller's acceptance. If Buyer fails to deliver to Seller evidence of the loan approval before _____, Seller may cancel this agreement. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.
- ☐ **SELLER CONTRIBUTIONS:** Seller shall pay up to _____ towards Buyer's closing costs, escrows, prepaids and/or loan discount points or down payment.
- ☐ **LAND CONTRACT:** Buyer will pay \$ _____ down payment upon Buyer and Seller signing a land contract, pursuant to which the Buyer will pay monthly installments (principal and interest) of \$ _____ or more, including annual interest of _____ percent.
Buyer will pay the entire balance, which may require a lump-sum payment, within _____ years after closing.
- ☐ **MORTGAGE ASSUMPTION OR LAND CONTRACT ASSIGNMENT:** If the holder of the mortgage or land contract agrees, Buyer will assume and pay the existing mortgage or land contract according to its terms. Buyer will pay the difference between the sales price and the existing balance of approximately \$ _____ upon Seller's delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow.
4. **TITLE INSURANCE** Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Seller will apply for a commitment for title insurance within 7 days after the Buyer has waived all other contingencies contained in this agreement. Upon receipt of the commitment, Buyer shall have 7 days to provide the Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this agreement shall terminate, and any deposit shall be refunded to the Buyer.
- ☐ Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance. It shall be an EAGLE PROTECTION POLICY, written by First American Title Insurance Company, or a policy of comparable coverage. Policy to be provided in the amount of the sales price.
- ☒ An owner's policy of title insurance with standard exceptions, in the amount of the sales price, shall be provided to the buyer, at seller's expense.
5. **SURVEY/SITE INVESTIGATION** All matters related to but not limited to zoning, soil borings, matters of survey, use permits, drain easements, rights of way, etc., are the sole responsibility of Buyer unless specified in other provisions of this agreement, or on an attached addendum.

Initials CJ
Rev: 06/06/2010

Page 1 of 5

Initials _____ Initials _____

052-520-021-10, MI, Ogemaw County

APN: 052-520-021-10 CLIP: 6188263239

OWNER INFORMATION

Owner Name	City Of West Branch	Tax Billing Zip	48861
Tax Billing Address	121 N 4th St	Tax Billing Zip+4	1217
Tax Billing City & State	West Branch, MI		

LOCATION INFORMATION

School District	West Branch - Ro	City/Village/Township	City Of West Branch
School District Name	West Branch - Ro	Lot	21
Subdivision	West Branch Indust Park	Flood Zone Code	N
Census Tract	9506.04	Flood Zone Panel	NONE
Census Block	02	Within 250 Feet of Multiple Flood Zones	No

TAX INFORMATION

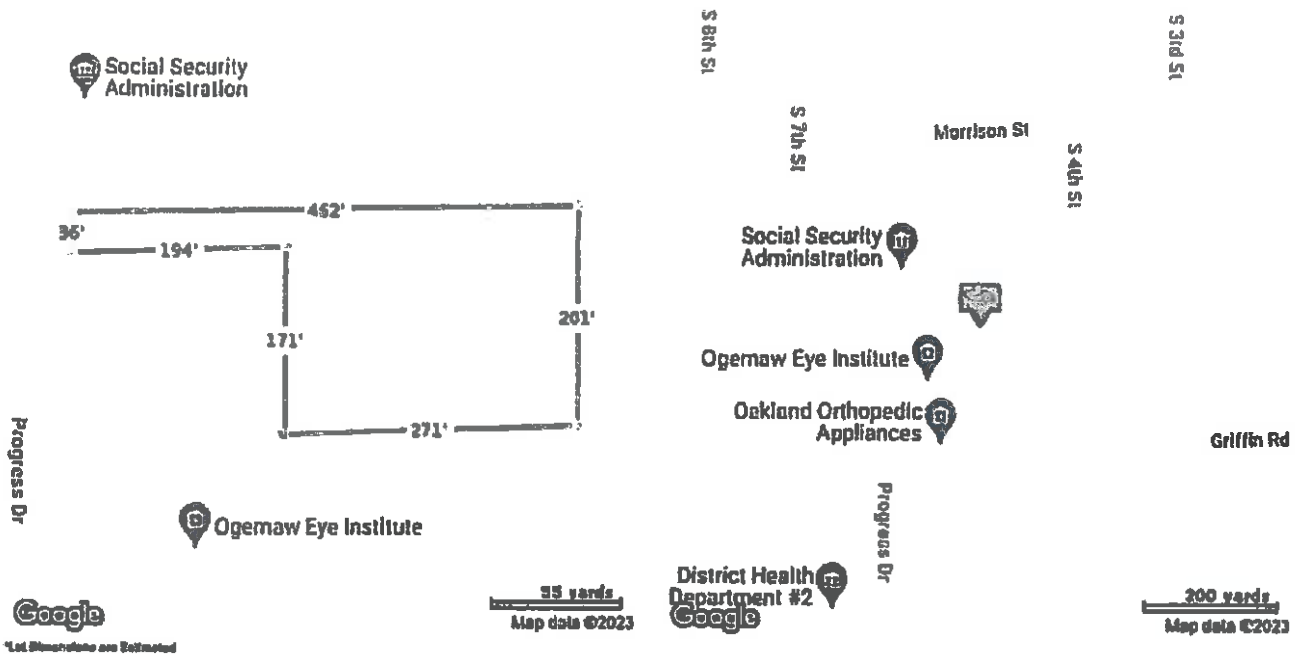
Parcel ID	06253002110	Assessment Year	2023
Property ID	052-520-021-10	Lot	21
Property ID	06253002110		
Legal Description	<p>2019 SPLIT OF 052-520-021-09 CW S-N 21 1.40 A MT WEST BRANCH INDUSTRIAL PARK WEST PART O F LOT 21 CONS AT THE NW COR O F LOT 21 THIS S 63 DEG 12' 29 441 FT ALONG LINE OF PROPOSED RETURNED TO COR TO NE COR O S 20 E 476.48 FT TO THE EAST LN E OF LOT 21 TH S 63 DEG 12' 29 E 294.00 FT TO E LINE OF SD LOT 21 TH S 63 DEG 05' 25 W 172.81 FT L N N 63 DEG 05' 25 W 167.48 FT TH S 63 DEG 05' 25 W 167.48 FT TO E AST LINE OF PROPOSED STREET TH N 63 DEG 05' 25 W 33.61 FT TO COR. (PARCEL C)</p>		



CHARACTERISTICS

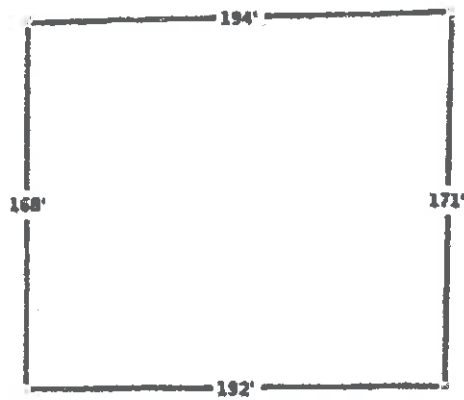
Lot Acres	1.4	Land Use - Corologic	Tax Exempt
Lot Sq Ft	96,864		

PROPERTY MAP



CJ

PROPERTY MAP



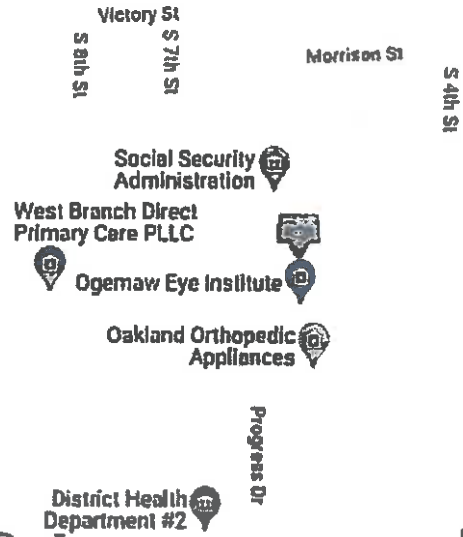
Google

*Lot Dimensions are Estimated

25 yards
Map data ©2023

Google

200 yards
Map data ©2023



C

6. **PROPERTY INSURANCE** Seller shall be responsible for fire and extended coverage insurance on the property until sale is closed.
7. **CLOSING COSTS** Unless otherwise provided in this agreement, it is agreed that Seller shall pay all state and county transfer taxes and costs required to convey clear title. Unless otherwise provided in this agreement, Buyer shall pay the cost of recording the deed and/or security interest and all mortgage closing costs required by lender for the Buyer. When the sale is either Cash, Land Contract, or Purchase Money Mortgage the closing fee charged by the closing agent shall be divided equally (50/50) between the Buyer and Seller. When the sale is financed with a lending institution, the closing fee charged by the closing agent shall be paid in full by the Buyer.
8. **TAXES AND ASSESSMENTS** Seller will pay all prior years' real estate taxes and assessments. The current year's real estate taxes and assessments will be paid as follows:

☒ **NO PRORATION** Seller will pay the taxes and assessments which are due before the date of closing Buyer will pay taxes and assessments which are due on or after the date of closing. "Due" means the date on which a tax or assessment becomes payable.

☐ **PRORATION** With current year taxes and assessments treated as though they are paid ☐ arrears ☐ advance based on a:

☐ **Calendar Year:** Prorations (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to date of closing with the seller paying for January 1 up to and including the day of closing.

☐ **Fiscal Year Prorations:** Fiscal year will be assumed to cover a 12 month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying up to and including the day of closing.

☐ **Taxes to be prorated in ADVANCE** with buyer being charged from closing date through June 30 on the July taxes; and buyer being charged from closing date through December 31 on the December taxes.

☐ **July taxes to be prorated in ADVANCE** with buyer being charged from date through June 30; and December taxes to be prorated in ARREARS with seller being charged from January 1 to closing date. That portion of the December tax paid prior to December 31 to be prorated in ARREARS, with Seller credited for prepaid amount.

☐ **July and December taxes to be combined and prorated in ARREARS**, with seller being charged from January 1, to closing date, less July and December tax amounts if paid by seller.

Local Municipalities' Taxes may be based on different due dates and have no effect on Tax Proration agreed upon in this purchase agreement.

Buyers acknowledge that they are responsible for all real estate tax bills due after date of closing. Except Seller shall pay any additional taxes arising from an error in a previous billing which is attributable to ownership of the real property prior to closing.

Buyer is also advised that the state equalized value of the property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that the buyer's future tax bills on the property will be the same as the seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

☐ **OTHER** _____

9. **SPECIAL ASSESSMENTS:** All special assessments for municipal improvements which have become a lien on the property shall be paid by the Seller, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be ☐ allocated between Seller and Buyer using the same method for the proration of real estate taxes in paragraph 8 above; or ☐ paid in full by Seller at closing; OR ☐ assumed by buyer at closing.
10. **CLOSING DATE** Buyer and Seller will close the sale within 7 days after necessary documents are ready, but in no event later than **October 27, 2023**
11. **OCCUPANCY** Seller will give occupancy as follows:
- ☒ Immediately after closing
- ☐ _____ days after closing by 12:00 noon. From the date of closing to the date of vacating, Seller will pay Buyer \$_____ per day as an occupancy charge. At closing, Seller will give \$_____ to ☐ Buyer ☐ listing broker. The Buyer or listing broker will use this money for the occupancy charge and then reimburse Seller for any unused days. Seller is liable to Buyer for damage to the property occurring after closing and before vacating, to the extent not covered by the Buyer's homeowners policy, as well as for any deductible portions of a covered claim.
- If tenants occupy the property, then:
- ☐ Seller will vacate the tenants before closing.
- ☐ Buyer will assume responsibility for the tenants.

12. SELLER'S DISCLOSURE *N/A ~ vacant land*

- ☐ Buyer acknowledges that a Seller's Disclosure Statement has been provided to Buyer.
☐ Seller shall provide Buyer with a Seller's Disclosure Statement with the Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent

13. LEAD-BASED PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978.) Buyer acknowledges that prior to signing this agreement, Buyer has received a copy of the *Lead-Based Paint Sellers Disclosure Form* completed by the Seller on *n/a vacant land* the terms of which shall be part of this agreement. Buyer also agrees (check one below).

- ☐ Buyer shall have a ___ day opportunity after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer.
☐ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
☐ *N/A ~ Built after 1978.*

14. LAND DIVISION ACT (For unplatted land only.) Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery.

- a. The grantor grants to the grantee that the right to make 0 (insert "zero" or a specific number, as appropriate) division(s) under section 106 of the land division, Act No. 228 of the public Acts of 1967.
b. This property may be located within the vicinity of a farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

15. PROPERTY INSPECTION Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement.

- ☐ This offer is contingent upon a satisfactory inspection of the property, at Buyer's expense, by an inspector and/or licensed contractor of Buyer's choice no later than ___ business days after the date of this agreement. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates this agreement in the time provided, the Buyer shall be deemed to have waived the contingencies and proceed to close this transaction. Any request by Buyer to modify this agreement based on the results of an inspection(s) shall terminate this agreement, unless: 1) the request is agreed to by Seller in writing, or 2) the Buyer proceeds to remove the inspection contingency, in writing, within the time for inspections.
☐ Buyer acknowledges that real estate broker/agent has recommended that Buyer obtain an inspection of the property by an inspector and/or a licensed contractor. Buyer does not desire to obtain an inspection of the property.

16. PRORATED ITEMS Rent, Association fees, county or municipality services (water, sewer, trash) if not tax assessed, and insurance (if assigned), as well as any interest on any existing land contract, mortgage or other lien assumed or to be paid by the Buyer, will be prorated to date of closing.

Fuel shall be prorated as indicated by "X" below:

- A. ☐ Remain with property at no charge to buyer.
B. ☐ Be Prorated at closing.
C. ☐ Be Prorated at possession.

(If B or C is selected check one box below)

☐ At market rate at the time of purchase OR ☐ At current market rate as determined by Fuel supplier.

17. DEPOSIT Buyer deposits \$ 1,000.00 with transferred from expired contract on parcel #18 ("escrowee") showing good faith. This money, which will be applied to the sale price, will be deposited in the escrowee's trust account. In the event this transaction does not close and the Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in the escrowee's trust account until a civil action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed, in writing, as to the disposition of the deposit or until the escrowee commences a civil action to interplead the earnest money deposit with the proper court pursuant of Rule 339.2213(6).

18. DUE ON SALE (IF IT APPLIES) SELLER UNDERSTANDS THAT SELLING OR TRANSFERRING THE PROPERTY DOES NOT RELIEVE SELLER OF ANY MORTGAGE OBLIGATION OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT. UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.

19. DEFAULT If Buyer defaults, Seller may enforce this agreement, or may cancel the agreement, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this agreement or may demand a refund of the deposit and pursue legal remedies (subject to paragraph 22).

20. RELEASE Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this agreement and the marketability of title, and Buyer(s) and Seller(s) release the listing broker and selling broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to this Sales Contract, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this agreement or the marketability of title; and all claims

arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this agreement and, in addition, agree to indemnify and hold harmless the listing broker and selling broker from any and all claims related to those matters.

21. **LIMITATION** Buyer(s) and Seller(s) agree that any and all claims or lawsuits which they may have against the listing broker and its agents and selling broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this agreement. Buyer(s) and Seller(s) waive any statute of limitations to the contrary.
22. **MERGER** Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents.
23. **ARBITRATION** Any claim or demand of Seller or Buyer arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan Association of REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations, MCL 600.5001, as amended, and the applicable court rules, MCR 3.602, as amended. This agreement is enforceable as to all parties and brokers/agents who have agreed to arbitrate as acknowledged by their signatures below. The terms of this provision shall survive the closing.

Initial to agree to arbitrate: Seller _____ Buyer _____ Listing Broker _____ Selling Broker _____

24. **FAX** The parties agree that this offer, any counteroffer, acceptance, or notices pertaining to this agreement may be delivered by facsimile.
25. **COUNTERPARTS** This agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
26. **HEIRS AND SUCCESSORS** This agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this agreement without Seller's prior written permission.
27. **OTHER CONDITIONS:**

Contingent upon acceptable due diligence to be conducted by the purchaser, including but not limited to acceptable financing on a new construction building, environmental site assessment, site plan approval.

Seller to provide markings for south property line

Contingent upon buyers acceptance of clear title and clear description of all easements

Contingencies to be removed on or before October 15, 2023

Seller to continue to pay property until construction is started (estimates a couple of years) at no cost to buyer

Buyer is a Licensed Michigan Licensed Realtor

28. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

X _____ BUYER

BUYER

BUYER'S ADDRESS 325 Constance Ct. Phone: (Res) _____ (Office) 917-426-7521
614 Lwin, MI 48624

Received from above named Buyer deposit monies in the form of _____ by _____

Date _____, 20____, _____ A.M./P.M.

SELLER'S ACCEPTANCE

29. THE ABOVE AGREEMENT is hereby accepted

and/or see addendum attached hereto.

30. SELLER ALSO AGREES to pay REALTOR®/Broker above named a commission as stated in the Listing Agreement corresponding to the Property described herein for negotiating this sale.

31. RECEIPT IS ACKNOWLEDGED by Seller of a copy of this Agreement.

X	SELLER
----------	---------------

X	SELLER
---	--------

SELLER'S ADDRESS _____ **Phone: (Res)** _____ **(Office)** _____

BUYER' ACCEPTANCE

32. RECEIPT IS HEREBY ACKNOWLEDGED BY BUYER of the Seller's acceptance of Buyer's agreement. In the event the acceptance was subject to changes as hereinbefore set forth, as in Paragraph 29, from Buyer's agreement, the Buyer agrees to accept said changes, all other terms and conditions remaining unchanged.

DATE _____ X _____ BUYER _____

X _____ BUYER



Lot #22 \$40,000

CITY OF WEST BRANCH

SOLD

Lot #21 \$40,000

City of West Branch

Lot #18 \$40,000

City of West Branch

Lot #4 \$40,000

CITY OF WEST BRANCH

MARTIN
ARTHE
LLC

COLUMBIUS
HOME
ASSOCIATION

COLUMBIUS
HOME
ASSOCIATION

JEH
JANNALES

JEH
JANNALES

JEH
JANNALES

JEH
JANNALES

KARTLES
MART
KARTLES
MART

KARTLES
MART
KARTLES
MART

KARTLES
MART
KARTLES
MART

LUMINOUS
PROPERTIES
LLC

LUMINOUS
PROPERTIES
LLC

LUMINOUS
PROPERTIES
LLC

LUMINOUS
PROPERTIES
LLC

LUMINOUS
PROPERTIES
LLC

REGIONAL
FINANCIAL
SERVICES
EVERGREEN
CLINIC

REGIONAL
FINANCIAL
SERVICES
EVERGREEN
CLINIC

REGIONAL
FINANCIAL
SERVICES
EVERGREEN
CLINIC

REGIONAL
FINANCIAL
SERVICES
EVERGREEN
CLINIC

REGIONAL
FINANCIAL
SERVICES
EVERGREEN
CLINIC

SUMMIT
HEALTH
GROUP

CITY OF WEST
BRANCH

SUMMIT
HEALTH
GROUP

RESOLUTION #23-26

WHEREAS, the City of West Branch is in the process of selling Lot 21, Industrial Park West, and

WHEREAS, the purchaser is interested in signing a purchase agreement,

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby authorizes City Manager, John Dantzer, to sign the purchase agreement for Lot 21, Industrial Park West with Progress Street West Branch Leases LLC, and

FURTHER BE IT RESOLVED, that as long as all the conditions of the purchase agreement are met that Mayor Paul Frechette and City Manager Frank Goodroe are hereby authorized to sign all documents pertaining to the sale of Lot 21, Industrial Park West.

WEST BRANCH COMMUNITY AIRPORT

October 1, 2023

City of West Branch

Ref: 2023-2024 Airport Budget

The West Branch Community Airport Board would like to request payment of the first half of the 2023-2024 airport budget appropriation in the amount of \$26,879.85

Thank you, if you have any questions, please contact me at 989-345-1453

Thanks again

Ben Evergreen
Airport Manager
West Branch Community Airport



1519 W. Airport Rd.
P.O. Box 183
West Branch, MI 48661
989-345-1453

GL NUMBER	DESCRIPTION	2023-24		YTD BALANCE 11/30/2023 NORM (ABNORM)	ACTIVITY FOR MONTH 11/30/23 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2023-24 AMENDED BUDGET			NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND								
Expenditures								
Dept 537.000 - AIRPORT								
101-537.000-703.700	SALARIES AND WAGES	400.00	400.00	0.00	0.00	400.00	0.00	
101-537.000-714.700	MANDATORY MEDICARE	10.00	10.00	0.00	0.00	10.00	0.00	
101-537.000-715.700	SOCIAL SECURITY (EMPLOYER)	25.00	25.00	0.00	0.00	25.00	0.00	
101-537.000-720.700	WORKERS COMPENSATION PREMIUM	5.00	5.00	0.00	0.00	5.00	0.00	
101-537.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00	0.00	0.00	5.00	0.00	
101-537.000-975.700	BUDGETED PERCENTAGE	54,000.00	54,000.00	0.00	0.00	54,000.00	0.00	
Total Dept 537.000 - AIRPORT		54,445.00	54,445.00	0.00	0.00	54,445.00	0.00	
TOTAL EXPENDITURES								
		54,445.00	54,445.00	0.00	0.00	54,445.00	0.00	
Fund 101 - GENERAL FUND:								
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES		54,445.00	54,445.00	0.00	0.00	54,445.00	0.00	
NET OF REVENUES & EXPENDITURES		(54,445.00)	(54,445.00)	0.00	0.00	(54,445.00)	0.00	



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

GRETCHEN WHITMER
GOVERNOR

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

September 28, 2023

John Dantzer, City Manager
West Branch, City Of
121 North 4th Street
West Branch, MI 48661

Mark Pennell, Superintendent
Lake State Railway Company
750 North Washington Avenue
Saginaw, MI 48607

Dear John Dantzer and Mark Pennell:

Crossing of Lake State Railway Company with N 7th St
City of West Branch, Ogemaw County, Michigan
USDOT N.I. 511337P

PRIORITY DIAGNOSTIC STUDY TEAM REVIEW

A Priority Diagnostic Study Team Review (DSTR) was conducted by the Michigan Department of Transportation (MDOT) on September 7, 2023. The attached report documents the team's consensus. Please review and share the report with the appropriate staff at your organization.

If you believe modifications are needed, please submit them to MDOT-RailSafety@Michigan.gov, within 15 calendar days of the date of this correspondence. If MDOT determines modifications are warranted, an amended report will be issued.

When the review and comment period has concluded, an Order will be issued in accordance with MCL 462.301(1). All items listed in the "PROPOSED ORDERED ITEMS" section of the attached report must be completed within the time frames noted, from the date of the forthcoming Order.

If you have any questions, please contact our office at MDOT-RailSafety@Michigan.gov.

Sincerely,

Kristian N. Foondle
Rail Safety Manager
Office of Rail, Rail Safety & Administration

CROSSING EVALUATION REPORT

N.I.#: 511337P

Description: 09/07/2023--511337P--N 7th St

Eval Date: 09/07/2023

NARRATIVE

Consensus Reached: Yes

This Diagnostic Study Team Review (DSTR) was scheduled by the Michigan Department of Transportation's (MDOT's) Office of Rail to review current and future safety needs at the N 7th St at-grade railroad crossing in the City of West Branch, Ogemaw County.

The DSTR Team (Team) reviewed the safety indices and crossing configuration and noted the crossing has sight restrictions from both approaches and restricted sight distance down track in the northwest and southwest quadrant from the stop location due to a railroad curve. Lake State Railroad Company (Railroad) reported the train speeds could be raised from the current 25mph to 40mph in the future. Given this information, the Team determined upgrades are warranted for this crossing.

The Railroad will install new 12" LED back-to-back side of street flashing lights, bells, half roadway gates and all associated signage for both directions of traffic. The City of West Branch (City) will install pavement marking, stop bars and no passing markings for both directions of traffic, and remove the old Crossbuck and YIELD signs after the new active warning devices are placed in service.

The City's representative reported the city council would need to approve the agreement for installing the new warning devices and paying the maintenance fees.

Per MCL 427.661, federal and state funds are available through MDOT for specific ordered work items noted as "Funding - RA/RR" in the below "Proposed Ordered Items" section. Access to federal and state funding is contingent upon the road authority signing and submitting a "Funding Application for Local Agency Highway-Railroad Grade Crossing Improvements Projects" to the MDOT Office of Rail within 60 days from the date of the forthcoming Order and upon the responsible party (or parties) submitting a detailed final cost estimate to the MDOT Office of Rail within six months from the date of the forthcoming Order. Documentation shall not be deemed final until all requested information is received and approved by the Office of Rail.

If documentation is not received within the allotted time frames, federal and state funds may be allocated to other prioritized projects. However, all ordered work must still be completed within the time frames noted in the below Ordered Items section from the date of the forthcoming Order, with the costs being shared between the railroad and road authority as provided in MCL 462.315(2).

All warning devices must be installed and maintained in conformance with the current Michigan Manual of Uniform Traffic Control Devices and MDOT Guidelines for Highway-Railroad Grade Crossings. All installation, maintenance, renewal, and repair of roadbeds, tracks, culverts, and certain streets or sidewalks must be in conformance with MCL 462.309.

ROAD PROJECT INFORMATION

Is this a road project?: No

PROPOSED ORDERED ITEMS

Responsible Party	Lake State Railway Company
Ordered Item	Bell
Action Required	Install
Funding	RR/RA
Timeframe	24 Months
Ordered Item Detail	AWS-Rd App-SB-N 7th St
Explanation	Install Bell, per MCL 462.315
Responsible Party	Lake State Railway Company
Ordered Item	Bell
Action Required	Install
Funding	RR/RA
Timeframe	24 Months
Ordered Item Detail	AWS-Rd App-NB-N 7th St
Explanation	Install Bell, per MCL 462.315

CROSSING EVALUATION REPORT

N.I.#: 511337P		Description: 09/07/2023--511337P--N 7th St	Eval Date: 09/07/2023
Responsible Party	Lake State Railway Company		
Ordered Item	Gate		
Action Required	Install		
Funding	RR/RA		
Timeframe	24 Months		
Ordered Item Detail	AWS-Rd App-SB-N 7th St		
Explanation	Install half-roadway Gate, per MCL 462.315		
Responsible Party	Lake State Railway Company		
Ordered Item	Gate		
Action Required	Install		
Funding	RR/RA		
Timeframe	24 Months		
Ordered Item Detail	AWS-Rd App-NB-N 7th St		
Explanation	Install half-roadway Gate, per MCL 462.315		
Responsible Party	Lake State Railway Company		
Ordered Item	Flashing-Light Signals		
Action Required	Install Flashing Light		
Funding	RR/RA		
Timeframe	24 Months		
Ordered Item Detail	AWS-Rd App-SB-N 7th St		
Explanation	Install Mast-mounted Flashing Light , per MCL 462.315		
Responsible Party	Lake State Railway Company		
Ordered Item	Flashing-Light Signals		
Action Required	Install Flashing Light		
Funding	RR/RA		
Timeframe	24 Months		
Ordered Item Detail	AWS-Rd App-NB-N 7th St		
Explanation	Install Mast-mounted Flashing Light , per MCL 462.315		
Responsible Party	Lake State Railway Company		
Ordered Item	Sign		
Action Required	Install		
Funding	RR/RA		
Timeframe	24 Months		
Ordered Item Detail	Signage-Rd App-SB-N 7th St		
Explanation	Install Emergency Notification System sign (I-13), per MCL 462.313		
Responsible Party	Lake State Railway Company		
Ordered Item	Sign		
Action Required	Install		
Funding	RR/RA		
Timeframe	24 Months		
Ordered Item Detail	Signage-Rd App-NB-N 7th St		
Explanation	Install Emergency Notification System sign (I-13), per MCL 462.313		
Responsible Party	Lake State Railway Company		
Ordered Item	Sign		
Action Required	Install Crossbuck		
Funding	RR/RA		
Timeframe	24 Months		
Ordered Item Detail	Signage-Rd App-SB-N 7th St		
Explanation	Install Crossbuck sign (R15-1), per MCL 462.315.		

CROSSING EVALUATION REPORT

N.I.#: 511337P	Description: 09/07/2023--511337P--N 7th St	Eval Date: 09/07/2023
-----------------------	---	------------------------------

Responsible Party	Lake State Railway Company
Ordered Item	Sign
Action Required	Install Crossbuck
Funding	RR/RA
Timeframe	24 Months
Ordered Item Detail	Signage-Rd App-NB-N 7th St
Explanation	Install Crossbuck sign (R15-1), per MCL 462.315
Responsible Party	Lake State Railway Company
Ordered Item	Sign
Action Required	Install
Funding	RR/RA
Timeframe	24 Months
Ordered Item Detail	Signage-Rd App-SB-N 7th St
Explanation	Install STOP ON RED SIGNAL sign (R15-5), per MCL 462.315
Responsible Party	Lake State Railway Company
Ordered Item	Sign
Action Required	Install
Funding	RR/RA
Timeframe	24 Months
Ordered Item Detail	Signage-Rd App-NB-N 7th St
Explanation	Install STOP ON RED SIGNAL sign (R15-5), per MCL 462.315

Responsible Party	West Branch, City Of
Ordered Item	Sign
Action Required	Install
Funding	RA
Timeframe	24 Months
Ordered Item Detail	Signage-Rd App-SB-N 7th St
Explanation	Install No Passing Markings
Responsible Party	West Branch, City Of
Ordered Item	Sign
Action Required	Install
Funding	RA
Timeframe	24 Months
Ordered Item Detail	Signage-Rd App-NB-N 7th St
Explanation	Install No Passing Markings
Responsible Party	West Branch, City Of
Ordered Item	Sign
Action Required	Install
Funding	RA
Timeframe	24 Months
Ordered Item Detail	Signage-Rd App-SB-N 7th St
Explanation	Install Railroad Pavement Markings, per MCL 462.311
Responsible Party	West Branch, City Of
Ordered Item	Sign
Action Required	Install
Funding	RA
Timeframe	24 Months
Ordered Item Detail	Signage-Rd App-NB-N 7th St
Explanation	Install Railroad Pavement Markings, per MCL 462.311

CROSSING EVALUATION REPORT

N.I.#: 511337P	Description: 09/07/2023--511337P--N 7th St	Eval Date: 09/07/2023
-----------------------	---	------------------------------

Responsible Party	West Branch, City Of
Ordered Item	Sign
Action Required	Install
Funding	RA
Timeframe	24 Months
Ordered Item Detail	Signage-Rd App-SB-N 7th St
Explanation	Install Stop Line Marking, per MCL 462.311
Responsible Party	West Branch, City Of
Ordered Item	Sign
Action Required	Install
Funding	RA
Timeframe	24 Months
Ordered Item Detail	Signage-Rd App-NB-N 7th St
Explanation	Install Stop Line Marking, per MCL 462.311

ATTENDEES

Organization	Name	Title	Phone	Email	Address
MDOT Rail Safety & Administration Section	Steve Nowakowski	Railroad Safety Inspector		NowakowskiS@Michigan.gov	7915 US 31, Cadillac, MI 49601
MDOT Rail Safety & Administration Section	Alexis Louth	Local Grade Crossing Analyst		LouthA@Michigan.gov	425 W. Ottawa Street, PO Box 30050, Lansing, MI 48909
Lake State Railway Company	Mark Pennell	Superintendent	W: 989-529-6640	pennellm@lsrc.com	750 North Washington Avenue, Saginaw, MI 48607
West Branch, City Of	John Dantzer	City Manager	W: 989-701-5000	citymanager@westbranch.com	121 North 4th Street, West Branch, MI 48661
National Signal Corporation	Joe Banasiak	President		joe@nationalsignal.com	47433 Ryan Road, Shelby Township, MI 48317
MDOT Office of Rail	Jason Karttunen	MDOT Infrastructure	W: 517-331-1947	karttunenj@michigan.gov	425 W Ottawa Street, Lansing, MI 48933

CROSSING IDENTIFICATION & INFORMATION

CROSSING IDENTIFICATION:

Road Name: N 7th St
 Road Authority: West Branch, City Of
 Total Number of Lanes: 2
 MDOT Railroad Number: 10382
 Operating RR: Lake State Railway Company
 RR Owner: Michigan Department of Transportation
 Maintaining Party: Lake State Railway Company
 Trunkline: No
 Railroad Milepost: 53.06
 City: West Branch
 County: Ogemaw
 Annual Average Daily Traffic (AADT): 960
 Annual Average Daily Traffic (AADT) Count Year: 2023

CROSSING EVALUATION REPORT

N.I.#: 511337P

Description: 09/07/2023--511337P--N 7th St

Eval Date: 09/07/2023

Type of Land Use: Residential
Regular Emergency Service Route: Unknown
Regular School Bus Use: Unknown
Regularly Used by Hazmat Vehicles: Unknown
Average Daily Percent of Truck Use: 20%
High Speed Rail Corridor: No

CROSSING INFORMATION:

Total Number of Tracks: 1
Maximum Timetable Speed: 25 mph
Crossing Illumination: No
QuietZone: No
Total Number of Train Moves: 0.857 per day
Active Warning Devices - Road: Yes
Active Warning Devices - Path: No
Switching Moves: 0
Passenger Train Moves: 0
Freight moves: 6
Freight Train Frequency: Weekly
Freight Train Speed: 25 mph

NEW HAMPSHIRE INDEX/CRASH STATISTICS

NEW HAMPSHIRE INDEX

Annual Average Daily Traffic Count (AADT): 960
Total Number of Train Moves: 0.857 per day
Protection Factor: 1.00
Exposure Factor: 823.00

FIVE YEAR CRASH HISTORY

No Crashes Reported

TRACK INFORMATION

TRACK W1 INFORMATION

Track Type: Main Track
Track Order/Location: W1
Track Status: Active
RR Owner: Michigan Department of Transportation
Operating RR: Lake State Railway Company
Maintaining RR-Surface: Lake State Railway Company
Stop and Flag: No
Adjacent Crossing-Separate N.I.#: No

VEHICLE CROSSING

Crossing Surface: Timber
Crossing Length: 40 ft
Sidewalk Crossing: No
Crossing Condition: Good
Crossing Angle: 86°-90°

APPROACHES

ROAD APPROACH: SB - N 7th St

Road Authority: West Branch, City Of
Maintaining RR - Signals: Lake State Railway Company

CROSSING EVALUATION REPORT

N.I.#: 511337P

Description: 09/07/2023--511337P--N 7th St

Eval Date: 09/07/2023

Channelization Devices: None

Approach Type: Two Way

Vehicle Speed Limit: 25 mph

Ordered Guardrail: No

Approach Material: Asphalt

Road Width: 24 ft

Shoulder Width: 0 ft

Curb: No

Road Slope: Level

Road Geometry: Tangent

Road Condition: Good

NEARBY ROAD 1

Nearby Road 1 Name: Lindsay St

Nearby Road 1 Road Authority: West Branch, City Of

Trunkline: No

Within 1000 feet of Track: Yes

Stop Condition: Stop Sign

Approximate Distance to Crossing: 50-99 ft

ROAD APPROACH: NB - N 7th St

Road Authority: West Branch, City Of

Maintaining RR - Signals: Lake State Railway Company

Channelization Devices: None

Approach Type: Two Way

Vehicle Speed Limit: 25 mph

Ordered Guardrail: No

Approach Material: Asphalt

Road Width: 24 ft

Shoulder Width: 0 ft

Curb: No

Road Slope: Ascending

Road Geometry: Curve

Road Condition: Good

NEARBY ROAD 1

Nearby Road 1 Name: N 8th St

Nearby Road 1 Road Authority: West Branch, City Of

Trunkline: No

Within 1000 feet of Track: No

SIGNAGE

ROAD APPROACH: SB - N 7th St

Sign Name	Count	Type
Emergency Notification System (I-13)	1	Standard
Yield (R1-2)	1	Standard
Crossbuck (R15-1)	1	Standard
Advance Warning (W10-1)	1	Standard
Railroad Pavement Markings	0	Standard
No Passing Markings	0	Standard
Stop Line Markings	0	Standard
Stop On Red Signal (R15-5)	0	Standard

ROAD APPROACH: NB - N 7th St

Sign Name	Count	Type
Emergency Notification System (I-13)	1	Standard
Yield (R1-2)	1	Standard
Crossbuck (R15-1)	1	Standard
Advance Warning (W10-1)	1	Standard

CROSSING EVALUATION REPORT

N.I.#: 511337P

Description: 09/07/2023--511337P--N 7th St

Eval Date: 09/07/2023

Railroad Pavement Markings	0	Standard
No Passing Markings	0	Standard
Stop Line Markings	1	Standard
Stop On Red Signal (R15-5)	0	Standard

ACTIVE WARNING DEVICES

ROAD APPROACH: SB - N 7th St

Flashing-Light Signals (Mast Mounted)

Mast: 0

Bells

Bells: 0

Cantilevers

Cantilevers: 0

Side Light Pairs

Side Light Pairs: 0

Gates

Gates: 0

Pedestrian Gates: No

Audible Warning

Wayside Horn: No

ROAD APPROACH: NB - N 7th St

Flashing-Light Signals (Mast Mounted)

Mast: 0

Bells

Bells: 0

Cantilevers

Cantilevers: 0

Side Light Pairs

Side Light Pairs: 0

Gates

Gates: 0

Pedestrian Gates: No

Audible Warning

Wayside Horn: No

SIGHT DISTANCE

ROAD APPROACH: SB - N 7th St

Stop Bar Location: 23 ft

Recommended Sight Distance Down Track 637 ft

Quadrant	Stop Bar Sight Distance Adequate	Obstruction(s)
NE	Y	
NW	Y	
SE	Y	
SW	N	Vegetation, Railroad Curve

Distance Down Highway: 175 ft

Recommended Sight Distance Down Track 260 ft

Quadrant	Sight Distance from Highway Adequate	Obstruction(s)
----------	--------------------------------------	----------------

CROSSING EVALUATION REPORT

N.I.#: 511337P	Description: 09/07/2023--511337P--N 7th St	Eval Date: 09/07/2023
----------------	--	-----------------------

NE	Y	
NW	N	Vegetation
SE	N	Vegetation
SW	N	Vegetation

ROAD APPROACH: NB - N 7th St

Stop Bar Location: 23 ft

Recommended Sight Distance Down Track 637 ft

Quadrant	Stop Bar Sight Distance Adequate	Obstruction(s)
NE	Y	
NW	Y	
SE	Y	
SW	N	Railroad Curve, Vegetation

Distance Down Highway: 175 ft

Recommended Sight Distance Down Track 260 ft

Quadrant	Sight Distance from Highway Adequate	Obstruction(s)
NE	Y	
NW	N	Vegetation
SE	N	Vegetation
SW	N	Vegetation

TRAFFIC CONTROL DEVICES

Highway Traffic Signal Interconnection: No

Traffic Signal as Sole Active Warning Device: No

Linked Railroad Circuitry to Adjacent Railroad Circuitry: No

Linked Railroad Circuitry to Advance Warning Sign: No

DIAGNOSTIC STUDY TEAM REVIEW/
FORMAL INVESTIGATION CHECKLIST

1:00PM ET

ROAD NAME 7TH STREET	ROAD AUTHORITY CITY OF WEST BRANCH
MI # 511337P	RAILROAD LAKE STATE RAILWAY
RR # _____	REVIEW / INSPECTION DATE 9/7/23

ACTIVE TRAFFIC CONTROL DEVICES

	FUNDING	DUE DATE		FUNDING	DUE DATE
<input checked="" type="checkbox"/> Install Flashing Lights, Bells and Signs	RA/RR	24-Months	<input checked="" type="checkbox"/> Install Half-Roadway Gates	RA/RR	24-Months
<input type="checkbox"/> Install Cantilever(s) with Flashing Lights	RA/RR	24-Months	<input type="checkbox"/> Install 3/4 Roadway Gates	RA/RR	24-Months
<input type="checkbox"/> Upgrade to 12" LED Light	RA/RR	24-Months	<input type="checkbox"/> Install Full-Roadway Gates	RA/RR	24-Months
<input type="checkbox"/> Install Sidelight(s) in _____ Quad	RA/RR	24-Months	<input type="checkbox"/> Install Pre-Signal & Interconnect	RA/RR	24-Months
<input type="checkbox"/> Upgrade Circuitry	RA/RR	24-Months	<input type="checkbox"/> Relocate Active Warning Devices	RA/RR	24-Months
<input type="checkbox"/> Install Lighted No-Turn Signs	RA/RR	24-Months	<input type="checkbox"/> Other: _____	RA/RR	24-Months

PASSIVE TRAFFIC CONTROL DEVICES

	FUNDING	DUE DATE		FUNDING	DUE DATE
<input checked="" type="checkbox"/> Install Crossbucks (R-15-1)	RA	24-Months	<input type="checkbox"/> Install Advance Warning Signs	RA	24-Months
<input checked="" type="checkbox"/> Install/Renew Pavement Markings	RA	24-Months	<input type="checkbox"/> Install Exempt Signs	RA	24-Months
<input checked="" type="checkbox"/> Install/Renew No Passing Lines	RA	24-Months	<input type="checkbox"/> Install Advance Exempt Signs	RA	24-Months
<input type="checkbox"/> Install/Renew Stop Bars	RA	24-Months	<input type="checkbox"/> Passive No-Turn Signs	RA	24-Months
<input type="checkbox"/> Install Median Delineators	RA	24-Months	<input type="checkbox"/> Emergency Notification Signs	RA	24-Months
<input type="checkbox"/> Install Do Not Stop On Track Signs	RA	24-Months	<input type="checkbox"/> Remove Signs	RA	24-Months
<input type="checkbox"/> Install Number of Tracks Sign	RA	24-Months	<input type="checkbox"/> Other: _____	RA	24-Months
<input type="checkbox"/> Remove Vegetation in _____ Quad	RA	24-Months			
<input type="checkbox"/> Relocate Signs	RA	24-Months			

CROSSING/ROADWAY SURFACE

	FUNDING	DUE DATE		FUNDING	DUE DATE
<input type="checkbox"/> Extend Crossing Surface	RA	24-Months	<input type="checkbox"/> Repair Crossing Surface	RA	24-Months
<input type="checkbox"/> Rebuild Crossing	RA	24-Months	<input type="checkbox"/> Repair/Resurface Road Approach	RA	24-Months
<input type="checkbox"/> Install Crossing Surface	RA	24-Months	<input type="checkbox"/> Repair/Rebuild Pedway Crossing	RA	24-Months
<input type="checkbox"/> Relocate/Remove Crossing Surface	RA	24-Months	<input type="checkbox"/> Other: _____	RA	24-Months
<input type="checkbox"/> Repair Devil Strip	RA	24-Months			

WAS CONSENSUS REACHED?

☒ YES ☐ NO (Explain concerns below.)

NEW CROSSING REQUEST

☐ APPROVED ☐ DENIED ☐ N/A

COMMENTS

SIGHT RESTRICTIONS FROM APPROACHES
SIGHT RESTRICTIONS DOWN TRACK FROM STOP LINES DUE TO
RAILROAD CURVE.
POSSIBLE TRAIN SPEED INCREASE FROM 25 MPH TO 40 MPH

TRAFFIC COUNT	YEAR	<input type="checkbox"/> ESTIMATE <input type="checkbox"/> ACTUAL	TRAIN COUNT: Freight _____ (<input type="checkbox"/> Daily / <input type="checkbox"/> Weekly / <input type="checkbox"/> Monthly / <input type="checkbox"/> Yearly) <input type="checkbox"/> Max Speed _____
			Passenger _____ (<input type="checkbox"/> Daily / <input type="checkbox"/> Weekly / <input type="checkbox"/> Monthly / <input type="checkbox"/> Yearly)
			Switching _____ (<input type="checkbox"/> Daily / <input type="checkbox"/> Weekly / <input type="checkbox"/> Monthly / <input type="checkbox"/> Yearly)

CERTIFICATION

This document represents an accurate outcome of this Review/Investigation.

MDOT RAILROAD SAFETY INSPECTOR

Steve Nowakowski

NOTE: All participants will be allowed a 15-day comment period following issuance of the report.

REPORT MAILING LIST

John Dantzer, City Manager
West Branch, City Of
121 North 4th Street
West Branch, MI 48661
citymanager@westbranch.com
W: 989-701-5000

Mark Pennell, Superintendent
Lake State Railway Company
750 North Washington Avenue
Saginaw, MI 48607
pennellm@lsrc.com
W: 989-529-6640

Alexis Louth, Local Grade Crossing
Analyst
MDOT Rail Safety & Administration
Section
425 W. Ottawa Street
PO Box 30050
Lansing, MI 48909
LouthA@Michigan.gov
M: 517-897-2103

Steve Nowakowski, Railroad Safety
Inspector
MDOT Rail Safety & Administration
Section
7915 US 31
Cadillac, MI 49601
NowakowskiS@Michigan.gov
M: 517-243-0620

Jason Karttunen, MDOT Infrastructure
MDOT Office of Rail
425 W Ottawa Street
Lansing, MI 48933
karttunenj@michigan.gov
W: 517-331-1947

Joe Banasiak, President
National Signal Corporation
47433 Ryan Road
Shelby Township, MI 48317
joe@nationalsignal.com
M: 586-530-7601



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

BRADLEY C. WIEFERICH, P.E.
DIRECTOR

Proof Of Service

I confirm that I served true and complete electronic copies of the annexed and foregoing Report for the N 7th St Railroad Crossing: USDOT N.I. 511337P.

Certified True Copy
Of Original Document

A handwritten signature in cursive script that reads "Tresa L. Beardslee".

Tresa L. Beardslee
September 28, 2023

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIA VIDEO CONFERENCE
IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, SEPTEMBER 18,
2023.

Mayor Pro Tem Jackson called the meeting to order at 6:00 p.m.

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

Absent: City Mayor Paul Frechette

Other officers present: City Manager John Dantzer, City Clerk Lori Ann Clover, Police Chief Ken Walters,
DPW Supervisor Mike Killackey, and County Commissioner Craig Scott.

All stood for the Pledge of Allegiance.

* * * * *

Commissioner Scott gave a county update. The Northern Michigan reciprocal law enforcement
agreement was approved. There was a resolution to approve a quote for some Emergency Management
Department supplies. AVCMH gave a report. There was one bid for seasonal snowplowing which was
approved. They are still working through budget issues. A Mills Township representative was appointed
to the Parks and Recs Board.

* * * * *

Pamela Anderson informed council that she has recently re-purchased the house at 443 N Fairview St.
She is asking the City to enforce the noise ordinance with the semi-trucks that drive past the house at all
hours including during the night and use their Jake brakes which are extremely loud. This happens on a
nightly basis and she is not able to sleep through the night or even take a phone call in the front yard.

Council discussion was that the county takes care of that stretch Fairview Rd. Unfortunately, there is not
a lot that can be done. Manager Dantzer and Chief Walters will meet to attempt to set up some type of
solution. Chief Walters will station a patrol car to take company names on the trucks and Manager
Dantzer will write a letter to the companies asking them to remind their drivers they are driving through
a residential area and there is a noise ordinance in effect and tickets will be given if the ordinance is
violated.

* * * * *

**MOTION BY JACKSON, SECOND BY BENNETT TO EXCUSE MAYOR FRECHETTE FROM TODAY'S
MEETING.**

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

No – None

Absent – Frechette

Motion carried

* * * * *

Mike Saylor introduced himself as owner of the Royalty Pavement Markings, one of the companies that submitted a striping bid. He informed council that he has 23 years of experience and opened his own business in June. He is based out of Carsonville. He assured council that even though his company is new they need not worry, the company would stand behind their work.

* * * * *

Manager Dantzer explained that two bids were received, one from Horizon Sealcoating and one from Royalty Pavement Markings. He is concerned that the bids are not comparing the same work from bid to bid. He would like more time to review them both with DPW Supervisor Killackey prior to the next meeting to make sure we are getting an accurate cost and comparison.

MOTION BY SHOWALTER, SECOND BY BENNETT TO POSTPONE THE DECISION ON THE STRIPING BIDS UNTIL THE NEXT MEETING.

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

No – None

Absent – Frechette

Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY JACKSON, TO APPROVE PAYMENT OF THE BILLS IN THE AMOUNT OF \$132,225.27.

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

No – None

Absent – Frechette

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY JACKSON, TO APPROVE THE VOTING RECOMMENDATION BY MML FOR THE THREE INCUMBENT POOL DIRECTORS THAT ARE SEEKING RE-ELECTION.

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

No – None

Absent – Frechette

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY PUGH, TO APPROVE THE FLEIS & VANDENBRINK PSA AND APPROVED MANAGER DANTZER TO SIGN ON BEHALF OF THE CITY CONTINGENT UPON FINAL GRANT APPROVAL.

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

No – None

Absent – Frechette

Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY ADAIR TO APPROVE THE MINUTES AND SUMMARY FROM THE REGULAR MEETING HELD SEPTEMBER 5, 2023.

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

No – None

Absent – Frechette

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY BENNETT TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; WEST BRANCH POLICE DEPARTMENT AUGUST 2023 REPORT; AND MINUTES FROM THE PLANNING COMMISSION SPECIAL MEETING HELD AUGUST 22, 2023.

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

No – None

Absent – Frechette

Motion carried

* * * * *

Communications included a letter from Charter, the MML 2023/2024 Member Certificate, and crash data for the Seventh St. train crossing. Manager Dantzer explained that this was just the initial information and he would forward the full report to council when he received it.

Member Adair announced that they will be closing the Mercantile Bank location on 502 W Houghton Ave. There is still a branch at 2087 M-76.

Member Pugh thanked DPW Supervisor Killackey and his staff for the good job of flushing fire hydrants. Also, for the fast work repairing the water main break on Alto Court.

Member Zimmerman thanked DPW for their efforts and staying up all night while repairing the water main break on the corner of Fairview and Houghton.

Member Bennett informed members that Wright St. has been repaved nicely and is a much smoother route than Houghton at the moment.

Manager Dantzer informed members that Heather from the Chamber invited Council to the Centennial Celebration October 12th at 7:00 am and to a VIP tour of the Chamber building September 22nd at 1:00 pm or September 29 at 1:00 pm.

Chief Walters informed Council that the new police car would be receiving graphics at the end of the week and then the equipment would be installed. It should be ready to go by the first of October.

DPW Supervisor Killackey reported that they have been very busy. MDOT will be pouring new concrete at the corner of Fairview and Houghton this week.

Mayor Pro Tem Jackson adjourned the meeting at 6:41 pm.

Mike Jackson, Mayor Pro Tem

Lori Ann Clover, Clerk

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

Mayor Pro Tem Jackson called the meeting to order at 6:00 p.m.

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

Absent: Mayor Frechette

Other officers present: Manager Dantzer, Clerk Clover, Chief Walters, DPW Supervisor Killackey, and Commissioner Scott.

All stood for the Pledge of Allegiance.

Commissioner Scott gave a county update.

Mrs. Anderson presented her noise complaint to council.

Council excused Mayor Frechette.

Mr. Saylor introduced himself and his company Royalty Pavement Markings to Council.

Council postponed the decision on striping bids until next meeting.

Council approved bills in the amount of \$132,225.27.

Council approved the recommendation of MML for the three incumbent pool directors.

Council approved the Fleis & Vendenbrink PSA and approved manager Dantzer to sign on behalf of the City contingent upon final grant approval.

Council approved the minutes and summary from the regular meeting held September 5, 2023.

Council received and filed the treasurer's report and investment summary; West Branch Police Department August 2023 report; and minutes from the Planning Commission special meeting held August 22, 2023.

Communications were shared.

Members Adair, Pugh, Zimmerman, and Bennett; Manager Dantzer; Chief Walters, and DPW Supervisor Killackey gave updates.

Mayor Pro Tem Jackson adjourned the meeting at 6:41 pm.

Bank Code		Beginning Balance 09/01/2023	Total Debits	Total Credits	Ending Balance 09/30/2023
Fund	Description				
GEN1	GEN1 - GENERAL CHECKING				
101	GENERAL FUND	804,909.35	609,483.14	166,932.13	1,247,460.36
150	CEMETERY PERPETUAL CARE	41,285.19	0.00	0.00	41,285.19
209	CEMETERY FUND	6,507.68	250.00	2,832.15	3,925.53
237	MARIJUANA FUND	4,500.00	0.00	0.00	4,500.00
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	15,105.95	0.00	0.00	15,105.95
248	DDA OPERATING FUND	318,341.24	6,192.39	1,167.83	323,365.80
251	INDUSTRIAL PARK FUND	1,966.38	0.00	224.73	1,741.65
276	HOUSING RESOURCE FUND	187,472.98	597.00	0.00	188,069.98
318	SEWER DEBT FUND	108,668.16	25,106.24	203.15	133,571.25
319	WATER DEBT FUND	91,763.10	6,435.44	42.19	98,156.35
572	PLANT REPLACEMENT FUND (R&I)	2.70	0.00	0.00	2.70
590	SEWER FUND	370,261.29	32,458.19	50,913.32	351,806.16
591	WATER FUND	753,159.13	39,498.29	25,298.06	767,359.36
592	WATER REPLACEMENT FUND	724,254.95	35,742.14	24,816.58	735,180.51
593	SEWER COLLECTION	285,501.52	6,388.11	5,615.59	286,274.04
561	EQUIPMENT FUND	8,768.41	56,753.88	60,953.38	4,568.91
704	PAYROLL CLEARING	24,496.84	93,415.36	93,415.36	24,496.84
705	IRONS PARK ENTERTAINMENT FUND	14,167.37	0.00	46.50	14,120.87
707	YOUTH SAFETY PROGRAM	115.00	0.00	0.00	115.00
	GEN1 - GENERAL CHECKING	3,761,247.24	912,320.18	432,460.97	4,241,106.45
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	696,763.49	26,841.68	12,303.14	711,302.03
203	LOCAL STREET FUND	472,965.83	15,733.98	2,728.85	485,970.96
	MAJOR/ LOCAL STREETS	1,169,729.32	42,575.66	15,031.99	1,197,272.99
PAY	PAYROLL				
704	PAYROLL CLEARING	37,717.66	93,415.36	90,792.78	40,340.24
	PAYROLL	37,717.66	93,415.36	90,792.78	40,340.24
CHEM	SAVINGS				
101	GENERAL FUND	459,880.93	0.00	0.00	459,880.93
150	CEMETERY PERPETUAL CARE	1,685.83	0.00	0.00	1,685.83
251	INDUSTRIAL PARK FUND	245.69	0.00	0.00	245.69
571	COLLECTION REPLACEMENT FUND	0.65	0.00	0.00	0.65
591	WATER FUND	26,432.61	0.00	0.00	26,432.61
592	WATER REPLACEMENT FUND	19,792.34	0.00	0.00	19,792.34
593	SEWER COLLECTION	3,185.88	0.00	0.00	3,185.88
561	EQUIPMENT FUND	103,597.93	0.00	0.00	103,597.93
	SAVINGS	614,821.86	0.00	0.00	614,821.86
TAX	TAXES				
701	TAX AGENCY	1,094,545.37	220,726.31	1,226,843.61	88,428.07
	TAXES	1,094,545.37	220,726.31	1,226,843.61	88,428.07
	TOTAL - ALL FUNDS	6,678,061.45	1,269,037.51	1,765,129.35	6,181,969.61

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
FROM 09/01/2023 TO 09/30/2023
FUND: ALL FUNDS
INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 09/01/2023	Total Debits	Total Credits	Ending Balance 09/30/2023
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

The West Branch Community Airport Board met on this date in the Conference Room, West Branch Community Airport Terminal, West Branch, Michigan. The meeting was called to order at 12:20 p.m. by Vice Chairman Paul Frechette.

Present: Paul Frechette, Mike Jackson, Breck Gildner, and Craig Scott. Absent: Terry Hodges, John Dantzer and Brenda Simmon. Also, in attendance were W.B. Airport Manager Ben Evergreen, Mark Beck from Gallagher Farms and John Vercammen, Secretary/Treasurer of the Timbers Flying Club.

Motion by Scott second by Gildner, the meeting minutes of the July 19, 2023 meeting be approved. Voice vote. Ayes – all. Motion carried. [8-1-#1]

Bills were discussed. It was noted that the Airport Manager had not yet acquired a debit card for the Airports use.

Motion by Scott second by Jackson, that claims in the amount of \$9,251.42 be approved for payment. Voice vote. Ayes – all. Motion carried. [8-1-#2]

Ben gave the financial report, with a combined account balance is \$205,926.19.

An update was given on various projects.

Mark Beck of Gallagher Farms discussed the current state of the farmland. Discussion was held regarding the varying length remaining on the leases of the various parcels, and ways to bring them into one overall lease. Ben will bring the contract to the next meeting to begin the review process.

John Vercammen from the Timbers Flying Club came to the Board to request a fuel discount for the club members use of the club plane, housed at the West Branch Airport. Discussion was held regarding the membership of the club, and the amount of flying that occurred.

Motion by Scott second by Frechette, that the Timbers Flying Club be given a \$0.25 discount per gallon of fuel purchased at the West Branch Airport for the club plane. Voice vote. Ayes – all. Motion carried. [8-1-#3]

Ben presented the contract for the rehabilitation of the runway. The expected matching amount from the Board will be approximately \$6,000.00.

Motion by Jackson, second by Scott, to approve the contract for the runway rehabilitation, with Member Gildner and Vice Chairman Frechette acting as signatories. Voice vote. Ayes – all. Motion carried. [8-1-#4]

Ben also presented the contract for the engineering for the runway project, to be paid for with the approved grant funds, at an estimated cost of \$181,640.00.

Motion by Jackson, second by Scott, to approve the engineering contract for the runway rehabilitation project, with Member Gildner and Vice Chairman Frechette acting as signatories. Voice vote. Ayes – all. Motion carried. [8-1-#5]

Discussion was held regarding an MDOT program for maintenance and Inspections for the AWOS station. It entails a five (5) year contract that covers roughly 50% of the expenses.

Motion by Jackson, second by Scott, to approve the contract with MDOT for the payment of the AWOS inspection and maintenance expenses, with members Jackson and Scott acting as signatories. Voice vote. Ayes – all. Motion carried. [8-1-#6]

Ben notified the board that he had held discussion with three firms in regards to bidding for the Airport insurance. It was reported that all are still gathering information, and that bids are forthcoming.

No further business remaining, Vice Chairman Frechette adjourned the meeting at 1:40 p.m.

Minutes by Michael Jackson, Board Secretary

*Ogemaw County
Land Bank Authority
Meeting Minutes
08/16/2023*

Caren Piglowski called the meeting to order at 11:01 a.m. Present: Caren Piglowski, Scott Bell, Cindy Rosebrugh, Liz Steinhurst, Denise Simmons and Sue Delahanty. All recited The Pledge of Allegiance to the American Flag.

Committee meeting minutes of 07/12/2023 were reviewed. **Motion by Liz Steinhurst, support by Scott Bell to approve the minutes with time correction noted. Vote: Ayes - all, motion approved.**

Caren Piglowski presented the current financial activity report.

Caren Piglowski presented information regarding the MALB conference in Flint. No board members will be attending the conference.

Caren Piglowski updated the board members on the Round 2 Blight Elimination Grant Agreement. The board members reviewed and discussed the agreement. **Motion by Denise Simmons, support by Scott Bell to approve the Round 2 Blight Elimination Grant Agreement. Vote: Ayes – Bell, Steinhurst, Delahanty, Simmons, Rosebrugh, Piglowski.**

Caren Piglowski and Liz Steinhurst have completed the Demolition Training Course required for the Blight Elimination Grant.

Caren Piglowski presented acquisition costs for the Round 2 Land Bank projects which include parcel #001-009-027-00 and parcel #013-036-021-00. **Motion by Sue Delahanty, support by Liz Steinhurst to approve the project property purchases in the amount of \$7852.15 and record the deeds after the grant agreement is signed by the state. Vote: Ayes – Bell, Steinhurst, Delahanty, Simmons, Rosebrugh, Piglowski.**

Scott Bell will get two survey quotes from companies for NESHAP/Asbestos. **Motion by Scott Bell, support by Denise Simmons to give Chairperson Piglowski authority to hire a NESHAP/Asbestos survey company after two quotes are received and at a cost not to exceed \$5000, with consideration given to the estimated time of completion of the survey work. Vote: Ayes – Steinhurst, Delahanty, Simmons, Rosebrugh, Piglowski, Bell.**

Caren Piglowski cancelled insurance on the First Street property sold last month. An insurance refund will be issued in the amount of \$150.68.

Caren Piglowski was contacted by the Village of Prescott for assistance in completing a blight project. Consideration will be given once the Round 3 Blight Grant details are provided to the Land Bank.

On March 06, 2023 letters were mailed to blighted property owners with a request to donate the property or contact the Land Bank to discuss a property purchase. Caren Piglowski was contacted by Gerald Wilczynski regarding property located in the Village of Prescott at 215 Washington Street, Prescott, MI. Mr. Wilczynski offered this property for sale to the Land Bank in the amount of \$1000.00. Discussion regarding the offer ensued. Dave Ryan conducted an on-site visit of the property and sent photos to Scott Bell, Denise Simmons performed a title search and found no issues, and Scott Bell performed an environmental search and did not find anything. The board will give the offer further consideration after receiving the Round 3 Blight Grant details. Caren Piglowski to inform Mr. Wilczynski.

Motion to adjourn by Sue Delahanty, support by Denise Simmons, Ayes – all. Motion approved

Next meeting scheduled for September 27, 2023 at 11:00 a.m.

Meeting adjourned 11:41 a.m.

Minutes prepared by Caren Piglowski

REGULAR MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY
HELD AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. WEST BRANCH, MI ON TUESDAY,
AUGUST 22, 2023.

The meeting was called to order by Chairperson Samantha Fabbri at 12:05 pm.

Present: Joanne Bennett, Samantha Fabbri, Autum Hunter, Sandy Rabidue, Erin Resteiner
(arrived at 12:15p), Ken Walters, and Cathy Zimmerman.

Absent: Joe Clark.

Others present: Acting Secretary/City Manager John Dantzer

* * * * *

**MOTION BY FABBRI, SECOND BY HUNTER, TO EXCUSE MEMBER CLARK FROM
THE MEETING.**

Yes – Bennett, Fabbri, Hunter, Rabidue, Walters, Zimmerman
No – None Absent – Clark, Resteiner Motion carried.

* * * * *

As an addition to the agenda, a board application was submitted from Alan Bruder to fill
the open seat.

**MOTION BY RABIDUE, SECOND BY ZIMMERMAN, TO APPROVE THE
RECOMMENDATION OF ALAN BRUDER TO THE DDA BOARD.**

Yes – Bennett, Fabbri, Hunter, Rabidue, Walters, Zimmerman
No – None Absent – Clark, Resteiner Motion carried.

* * * * *

**MOTION BY RABIDUE, SECOND BY BENNETT, TO APPROVE THE MINUTES
FROM THE MEETING HELD JULY 25, 2023.**

Yes – Bennett, Fabbri, Hunter, Rabidue, Walters, Zimmerman
No – None Absent – Clark, Resteiner Motion carried

* * * * *

**MOTION BY RABIDUE, SECOND BY FABBRI, TO APPROVE THE BILLS IN THE
AMOUNT OF \$3,005.00**

Yes – Bennett, Fabbri, Hunter, Rabidue, Walters, Zimmerman

No – None

Absent – Clark, Resteiner

Motion carried

* * * * *

Member Rabidue discussed flower options for the 2024 season and it was noted they may want to look into some type of fall flowers if the downtown road reconstruction is done and the downtown is open back up so it looks nice. It was the consensus to have Member Rabidue look into options and plan for cost of the flowers in the next budget.

Member Hunter brought up her concern for allowing downtown light decorations once the new light poles were installed. It was the consensus of the Board to not allow light pole decorations once the new light poles are installed in order to keep the poles looking nice.

Member Walters updated the Board on the MDOT informational meeting that was held on Monday, August 21.

Member Walters also noted they may need to start looking into purchasing new banners so they have them when the new light poles are installed.

The Treasures report was submitted.

* * * * *

The meeting was adjourned at 12:23 pm.

WEST BRANCH AREA WASTEWATER TREATMENT PLANT AUTHORITY

A regular meeting of the West Branch Area Wastewater Treatment Plant Authority was held on Tuesday, June 20, 2023 at the West Branch City Hall.

Chairperson Stephens called the meeting to order at 3:43 p.m.

Present: John Dantzer, City of West Branch; Paul Frechette, City of West Branch; Jim Morris, West Branch Township (arrived at 3:52); and Denis Stephens, Ogemaw Township.

Absent: Ellen Pugh, City of West Branch.

Others in attendance: Wastewater Superintendent Dan Robb.

* * * * *

Motion by Stephens, second by Frechette, to approve the minutes from the meeting held March 21, 2023.

Yes –Dantzer, Frechette, Stephens

No – None

Absent –Morris, Pugh

Motion carried

* * * * *

Motion by Dantzer, second by Stephens, to approve the Diebold invoice in the amount of \$3,207.00.

Yes –Dantzer, Frechette, Stephens

No – None

Absent –Morris, Pugh

Motion carried

* * * * *

Motion by Frechette, second by Dantzer, to approve the June bond payments in the amount of \$374,345.02.

Yes –Dantzer, Frechette, Stephens

No – None

Absent –Morris, Pugh

Motion carried

* * * * *

Bids for the property and casualty insurance were reviewed. Member Dantzer noted that he spoke with three different companies but the only bid received was from Diebold Insurance.

Motion by Dantzer, second by Stephens, to approve the bid from Diebold insurance for the property and casualty insurance as presented.

Yes –Dantzer, Frechette, Stephens

No – None

Absent –Morris, Pugh

Motion carried

* * * * *

(Member Morris arrived at 3:52)

Motion by Frechette, second by Morris, to approve the following amended budget.

	Original Budget	Amended Budget
Income		
Investments		
Interest-Savings, Short-term CD	730.00	730.00
Total Investments	\$ 730.00	\$ 730.00
Local Reimbursements		
City of West Branch	345,384.00	345,384.00
Ogemaw Twp	39,445.00	39,445.00
West Branch Twp	129,442.00	129,442.00
Total Local Reimbursements	\$ 514,271.00	\$ 514,271.00
Total Income	\$ 515,001.00	\$ 515,001.00
Gross Profit	\$ 515,001.00	\$ 515,001.00
Expenses		
Contract Services-Legal	500.00	0.00
Accounting Fees-Audit	4,000.00	4,025.00
Outside Contract Services	600.00	600.00
Total Contract Services	\$ 5,100.00	\$ 4,625.00
Operations		
Supplies	500.00	272.00
Printing & publishing	400.00	211.00
Total Operations	\$ 900.00	\$ 483.00
Other Types of Expenses		
bond payment	495,000.00	496,083.00
Insurance - Liability, D and O	14,000.00	13,809.00
Total Other Types of Expenses	509,000.00	509,892.00
Total Expenses	\$ 515,000.00	\$ 515,000.00
Net Operating Income	\$ 1.00	\$ 1.00

Yes –Dantzer, Frechette, Morris, Stephens

No – None

Absent -Pugh

Motion carried

* * * * *

Member Dantzer gave the Treasurer's report and budget update and noted the Authority had the following amounts in their bank accounts:

- Bond Account - \$188.14
- Operation account - \$12,312.85
- Reserve and Replacement account - \$454,837.28

* * * * *

Superintendent Robb updated the Board on the water and air lines repairs at the plant. He noted that originally the board had approved up to \$5,000 in repairs based on an estimation of what repairs were needed. Once the lines were inspected, it was determined the needed repairs were going to be more than estimated. He requested to approve another \$4,333 from the R&I account for additional repairs.

Motion by Dantzer, second by Morris, to approve additional funds of \$4,333 from the R&I account for repairs to the plant.

Yes –Dantzer, Frechette, Morris, Stephens

No – None

Absent –Pugh

Motion carried

* * * * *

Member Dantzer reminded everyone the sewer rates would be going up \$.25 per thousand gallons effective July 1, 2023 as per previously voted upon.

Member Stephens discussed some sewer infiltration issues that the Township was working on.

* * * * *

Chairperson Stephens adjourned the meeting at 4:12 p.m.

MEETING OF THE WEST BRANCH INDUSTRIAL DEVELOPMENT CORPORATION WAS HELD IN THE COUNCIL CHAMBER OF CITY HALL, 121 NORTH FOURTH STREET, MONDAY, JUNE 19, 2023.

IDC Chairman/City Manager John Dantzer called the meeting to order at 12:00 pm.

Present: John Dantzer, Mark Dantzer, Charlie Elliott, Kim Ervans, Dan Grenier (arrived at 12:08 pm), and Heather Neuhaus.

Absent: Terry McLaren.

Others in attendance:

* * * * *

Motion by Neuhaus, second by Elliott, to approve the minutes from the regular meeting held January 27, 2023.

**Yes – J. Dantzer, M. Dantzer, Elliott, Ervans, Neuhaus
Absent – Grenier, McLaren**

**No- None
Motion carried.**

* * * * *

Motion by M. Dantzer, second by Neuhaus, to approve the bid for the billboard to LogoZ not to exceed \$1,200.00.

**Yes – J. Dantzer, M. Dantzer, Elliott, Ervans, Neuhaus
Absent – Grenier, McLaren**

**No- None
Motion carried.**

* * * * *

Motion by Elliott, second by M. Dantzer, to approve the bylaws as submitted.

**Yes – J. Dantzer, M. Dantzer, Elliott, Ervans, Neuhaus
Absent – Grenier, McLaren**

**No- None
Motion carried.**

* * * * *

Chairperson Dantzer gave a financial report.

Chairperson Dantzer updated the Board on the possible additions to the Industrial Park including the parcel that was purchased previously for industrial park expansion as well as the industrial properties to the west of the current park that are both industrial in nature. A new addition on City owned property off of M-30 was also discussed.

The board discussed other land that may be available for expansion as well as other business development in the City including the “old bicycle factory”.

Member Neuhaus gave an update on Chamber events and updated how the building remodel was progressing.

* * * * *

Meeting adjourned at 12:20 pm

Thank you

VERY MUCH

Thank you for all you do
for the residents of
West Branch!

you are appreciated!

- The Brook of
West Branch.



AuSable Valley CMH
Mental Health Awareness Training Project



Presents:



PRESENTER: Diane Kline-Gorney, MA, LBSW, CMHP, QIDP, QMHP

October 30, 2023

5-7 pm (Pizza and Water Provided)

Hosted By: West Branch District Library

Downstairs, 119 North Fourth Street, West Branch, MI 48661

Question

Persuade

Refer

3 simple steps anyone can
learn to help support
someone with mental health
struggles.



In this course, you will learn how to:

- Recognize the warning signs
- Know how to offer hope
- Know how to get help and save a life

This training is **FREE** for Community Members 14 years of age and older.

Any questions or concerns, please feel free to reach out

by email to diane.gorney@avcmh.org or

by calling [989-345-5571](tel:989-345-5571) and asking for Diane Gorney.

Please RSVP at one of the above to ensure enough material and pizza.

Funded by the SAMHSA 988AT Grant

The views and opinions contained in the publication do not necessarily reflect those of SAMHSA or the U.S. Department of Health and Human Services and should not be construed as such.



HAPPY HALLOWEEN!

Trick or Treat hours for 2023

Are

October 31 ~5pm-6pm businesses
downtown and from 6pm to 8pm
residential

Parent or responsible adult should always accompany children

Use a flashlight so you can see & be seen

Stay in a group

*Only trick or treat in well-known neighborhoods & only go to
homes that have a porch light on*

Remain on well-lit streets and always use the sidewalk

Never enter a stranger's home or car for a treat

Obey all traffic & pedestrian regulations

Always walk - never run

Never eat unwrapped food items or open beverages

Have an adult check all treats before you eat any

Active Shooter Training

Tuesday, October 3rd

6 p.m.

West Branch City Police Station located at
130 Page Street

This training class is FREE to all that attend.

Run Hide Fight

Avoid Deny Defend

Civilian Response to Active Shooter Events
(CRASE)

Trooper Shane Noble

Community Service Trooper

**WEST BRANCH AREA
RETAIL MERCHANTS
MEETING TO FOLLOW**



DOWNTOWN
MERCHANTS
ASSOCIATION





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

APPLICATION FOR OPEN CITY BOARD OR COMMISSION POSITION

Application for: Election Commission Board/Commission

Name Matthew Thompson

Address 321 Sidney St

Phone 615-582-0017 (cell/phone)

Email matthew.thompson.r@gmail.com

City Resident? Yes ☒ No ☐ How Long? 2

Please list any previous City appointments or offices _____

Please list any relevant employment or professional activities _____

Other community affiliations/activities you feel would be a benefit to this position _____

Are you aware of the meeting schedule for this Board or Commission, and are you available to attend regularly scheduled meetings?

Aware of schedule? Yes ☒ No ☐ Can attend? Yes ☒ No ☐ Unsure ☐

Why are you interested in serving of the City Board or Commission? I want
to get into local civic activities.

What talents or experience would you bring to the position? _____

What are your primary interests in City Government and City services? _____

Please relate any special goals you may have for the City growth of
information technology companies

Any other information you wish to provide for Mayor and Council consideration?
(If you need more room please feel free to use another piece of paper)


Signature

9/20/2023
Date

Thank you for your interest in serving as a volunteer Board or Commission member.

Appointments to City Council advisory Board and Commissions are nominated by the Mayor and confirmed by consent of the City Council. If you are applying for a specific and currently open position, you will be notified of City Council's decision once it is made.

Upon appointment, you will be required to stop by City Hall to complete a W-4, MI W-4 and an I-9 form along with supplying a copy of your driver's license and social security card or a copy of your passport.

**CITY OF WEST BRANCH
CITY COUNCIL MEETING
OCTOBER 2, 2023**

PLEASE TAKE NOTICE that the West Branch City Council meeting scheduled for Monday, October 2, 2023 at 6:00 pm will be conducted both in person and virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 pandemic.

Public comment will be handled by the "Raise Hand" method as instructed below within Participant Controls.

To comply with the Americans with Disabilities Act (ADA), any citizen requesting accommodation to attend this meeting, and/or to obtain this notice in alternate formats, please contact the City Clerk by phone at (989) 345-0500 from 8:00 am-4:30 pm Monday- Friday or by email at clerk@westbranch.com, at least five business days prior to the meeting.

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touch-tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provided below. The details include a link to "Join via computer" as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

2. At the start time of your meeting, enter the link to **join via computer**. You may be instructed to download the Zoom application.
3. You have an opportunity to test your audio at this point by clicking on "Test Computer Audio." Once you are satisfied that your audio works, click on "Join audio by computer."

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touch-tone (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your 2-digit participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen, you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View Participant list – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” shows the active speaker. “Gallery view” tiles all of the meeting participants.

Meeting Information:

West Branch City Council

<https://us02web.zoom.us/j/83591021555?pwd=b25MVjY2YXdwT2tQM2VsbGdxVVdjdz09>

Meeting ID: 835 9102 1555

Passcode: 117128

One tap mobile

+13052241968,,83591021555#,,, *117128# US

+13092053325,,83591021555#,,, *117128# US

Dial by your location

- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 835 9102 1555

Passcode: 117128

Find your local number: <https://us02web.zoom.us/j/83591021555?pwd=b25MVjY2YXdwT2tQM2VsbGdxVVdjdz09>