

AGENDA

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD IN PERSON AND VIRTUALLY AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, FEBRUARY 21, 2022, BEGINNING AT 6:00 P.M.

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

- I. Call to order
- II. Roll call
- III. Pledge of Allegiance
- IV. Scheduled Matters from the Floor
 - A. County Commissioner Mark Surbrook
 - B. Sean Gilbert, owner of “Made in America” flag presentation
- V. Public hearing
- VI. Additions to the agenda
- VII. Public comment on agenda items only (limited to 3 minutes)
- VIII. Bids
- IX. Unfinished Business
- X. New Business
 - A. Bills
 - B. Special Event-Faith Alive Workday Improving the Park
 - C. Authorization for City Manager Signature on Sales Contract for Parcel ID#65-052-520-018-00
 - D. Excuse Council Member Joanne Bennett from the meeting
- XI. Approval of the minutes and summary from the meeting held February 7, 2022
- XII. Consent Agenda
 - A. Minutes from the Airport Board Meeting held December 15, 2021 and January 19, 2022
 - B. Minutes from the Ogemaw County Land Bank Authority Meeting held August 17, 2021
 - C. Treasurer’s Report and Investment Summary
 - D. West Branch Police Department January 2022 month end report
- XIII. Communications
 - A. Johnny Cash Day Reminder

XIV. Reports

A. Mayor

B. Council

C. Manager

1. Tour of police post
2. Marijuana Facilities

XV. Public comment any topic

XVI. Adjournment

UPCOMING MEETINGS-EVENTS

February 22-DDA meeting 12:00 PM

February 26-Chamber Winter Ball 6:00 PM

March 7-City Council Meeting 6:00 PM

March 8-Planning Commission Meeting 6:00 pm

March 15-WWTPA Meeting 3:30 PM

March 16-Airport Meeting 12:15 PM

March 21- City Council Meeting 6:00 PM

March 22-DDA Meeting 12:00 PM

March 28-Board of Review Challenge (9:00AM-12:00PM), (1:00PM-4:00PM), and (7:00PM-9:00PM)

March 29-Board of Review Challenge (9:00AM-12:00PM) and (1:00PM-4:00PM)

Call to Order

Roll Call

**Pledge of
Allegiance**

Scheduled Matters from the Floor

Public Hearings

Additions to the Agenda

Public Comment -Agenda Items

Bids

Unfinished Business

New Business

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

BILLS	\$64,054.57
<i>BILLS AS OF 2/18/22</i>	<i>\$64,054.57</i>
<i>Additions to Bills as of</i>	<i>\$0</i>
<i>Paid but not approved</i>	<i>\$1,200.00</i>
TOTAL BILLS	\$65,254.57

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

Vendor Name	Amount	Description
BBC DISTRIBUTING	259.83	WWTP SUPPLIES
CONSUMERS ENERGY	2,673.41	ELECTRIC
FIRST ADVANTAGE OCCUP HEALTH SVC GR	259.60	KILLACKEY TEST
FLEIS & VANDENBRINK	6,590.00	HOUGHTON WATER MAIN
FOSTER BLUE WATER OIL LLC	4,254.04	FUEL
HACH COMPANY	2,352.56	WWTP SUPPLIES
HOWEY, GAIL	3.26	UB refund for account: 000343
HUTSON INC	100.54	DPW PARTS
LAPHAM ASSOCIATES INC	250.00	SURVEY WATER MAIN EASEMENT
MEDLER ELECTRIC CO	198.75	DPW SUPPLIES
MESSA	16,743.07	INSURANCE MARCH
MESSA	420.55	INSURANCE MARCH M/L PORTION
MIDMICHIGAN HEALTH	109.00	CLOVER PRE-EMPLOYMENT
MUFFLER MAN	110.00	POLICE REPAIRS
MVW & ASSOCIATES INC	1,000.00	ASSESSOR CONTRACT MARCH
NORTH CENTRAL LABORATORIES	480.88	WWTP SUPPLIES
OGEMAW COUNTY HERALD ADLINER	363.24	ADS
OGEMAW FIRE DEPARTMENT	26,426.00	2022 APPROPRIATION
SELLEY'S CLEANERS	46.00	POLICE DRY CLEANING
SPURLIN, JOAN	114.12	UB refund for account: 001162
STATE OF MICHIGAN	32.00	WATER SAMPLE TESTING
STATE OF MICHIGAN	26.00	2 NEW POLICE PLATES
UNUM LIFE INSURANCE CO OF AMERICA	950.85	LT ST DISABILITY & LIFE
UPS	25.13	WWTP SHIPPING
VERIZON WIRELESS	111.91	CELL PHONES
VIC BOND SALES INC	86.03	VARIOUS SUPPLIES
VILLAGE QUIK LUBE	67.80	POLICE SERVICE
TOTAL	64,054.57	



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: SRUDAY IRONS PARK

Event Date: 5-22-22 ^{RAIN DELAY} 6-12-22 Start Time: 7:30 End Time: 5:30

Name of Sponsoring Organization: FAITH ALIVE CHURCH

Address: 2945 HARSEN RD WEST BRANCH

Contact Person: JIM WESTHEIM Phone Number: 989-820-0846

Describe the purpose of this event: WORK DAY IMPROVING THE PARK

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

If requesting a road closure Road closure Start time: N/A End time: _____

Road closure location _____

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

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

Chief of Police

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

[Signature]
DPW Superintendent

Sales Contract

Offer Date: February 14, 2022

Time: _____

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

Selling REALTOR®: Yvonne DeRosa

REALTOR®: _____

Agent License #: 6506041823

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

Listing REALTOR®: Yvonne DeRosa

Agent License #: 6506041823

1. **PROPERTY DESCRIPTION** Buyer agrees to buy from Seller the property located at: "0" Progress Street
West Branch, Ogemaw County, Michigan, and legally described
as: West Branch Industrial Park West Parcel #18

Parcel or Tax ID Number: 65-052-820-018-00

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 _____
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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 Proration:** 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 August 30, 2022.
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.

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Contract Date: 02/14/2022

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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* _____, the terms of which shall be part of this agreement. Buyer also agrees (check one below).

land ☐ 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 all (insert "zero" or a specific number, as appropriate) division(s) under section 108 of the land division, Act No. 288 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.

vacant ☐ 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.

land ☐ 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 MRRE within 72 hours of accepted contract ("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, 4 corner stake survey provided by the seller, acceptable lease negotiations with future tenant;

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

Contingencies to be removed on or before August 14, 2022

Buyer is Licensed Real Estate Agent in Michigan

Chad W. DeShane
Trishal. DeShane

X Wahid Dahono BUYER

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

29. THE ABOVE AGREEMENT is hereby accepted

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.

X	SELLER
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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.

X BUYER

**Authorization to Furnish
TILA-RESPA Integrated Disclosures**



To: Lender, Title Company, Escrow Agent, and/or their representative

RE: "0" Progress Street ~ Parcel #18 ("Property")

The undersigned Buyer(s) are working with the following real estate licensee in connection with the purchase of the Property:

Name of Licensee: A. Yvonne DeRosa, Associate Broker
License Number: 6506041823
Address: 3148 W M-55
City, State, Zip: West Branch MI 48661
Phone # 989-387-8887 Facsimile # 989-345-7657
Email Address: YvonneDeRosaRealtor@gmail.com

I hereby authorize you to discuss this transaction with the above-named licensee and furnish such licensee with copies of any and all loan estimates, closing disclosures or other settlement statements provided in relation to the closing of the real estate transaction involving the Property.

[Signature]
Buyer

[Signature]
Buyer

Date: February 14, 2022

Date: February 14, 2022

Disclaimer: This form is provided as a service of the Michigan REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

Approval of Council Minutes & Summary

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD JOINTLY WITH THE DDA AND PLANNING COMMISSION IN PERSON AND VIRTUALLY AT THE WEST BRANCH CITY POLICE DEPARTMENT, 130 PAGE STREET ON MONDAY, FEBRUARY 7, 2022.

Mayor Frechette called the meeting to order at 6:02 p.m.

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

Absent: Council Member Bennett

Other officers present: City Manager Dantzer, City Clerk Clover, City Treasurer Frechette, City Attorney Meihn, County Commissioner Surbrook, Planning Members Lucynski, David, Deroso, and DDA Member Hunter

Everyone stood for the pledge of allegiance.

County Commissioner Surbrook gave County updates.

Planning Chair, Lucynski discussed Planning Commission updates.

DDA Member, Hunter gave a brief DDA update.

Council approved bills in the amount of \$80,031.02.

Council approved the Special Event Rodeo.

Council approved the Galea Holdings Liquor License transfer.

Council approved Resolution 22-05, budget amendment.

Council approved Resolution 22-06, Board of Review Meetings.

Council approved Resolution 22-07, Brownfield Grant Support.

Council approved the minutes and summary from the meeting held January 24, 2022 as well as minutes from work session held February 1, 2022.

Council approved the treasurer's report and investment summary; and approve the minutes from the NCMCF meeting held on December 1, 2022.

Council excused Member Bennett from the meeting.

Council members Pugh and Showalter and Manager Dantzer gave reports.

Mayor Frechette adjourned the meeting at 6:33 pm.

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD JOINTLY WITH THE DDA AND PLANNING COMMISSION IN PERSON AND VIRTUALLY AT THE WEST BRANCH CITY POLICE DEPARTMENT, 130 PAGE STREET ON MONDAY, FEBRUARY 7, 2022.

Mayor Frechette called the meeting to order at 6:02 p.m.

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

Absent: Council Member Joanne Bennett

Other officers present: City Manager John Dantzer, City Clerk Lori Ann Clover, City Treasurer Michelle Frechette, City Attorney Greg Meihn, County Commissioner Mark Surbrook, Planning Members Corrine Lucynski, Bob David, Yvonne Deroso, and DDA Member Autum Hunter.

All stood for the Pledge of Allegiance.

* * * * *

County Commissioner Surbrook gave County updates.

* * * * *

Planning Chair, Corrine Lucynski discussed Planning Commission updates.

DDA Member, Autum Hunter gave a brief DDA update.

* * * * *

MOTION BY ZIMMERMAN, SECOND BY SHOWALTER, TO APPROVE THE PAYMENT OF BILLS IN THE AMOUNT OF \$80,031.02.

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

No – None Absent – Bennett Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY PUGH, TO APPROVE THE SPECIAL EVENT RODEO.

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

No – None Absent – Bennett Motion carried

* * * * *

MOTION BY ZIMMERMAN, SECOND BY SHOWALTER, TO APPROVE GALEA HOLDINGS-LIQUOR LICENSE TRANSFER.

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

No – None

Absent – Bennett

Motion carried

* * * * *

MOTION BY PUGH, SECOND BY JACKSON, TO APPROVE RESOLUTION 22-05 BUDGET AMENDMENT.

RESOLUTION #22-05

WHEREAS, the City compared the budgeted amount of all revenue and expenditures in the Equipment Fund due to the closing of the USDA grant for the purchase of a new police vehicle; and

WHEREAS, the cost of the leaf vacuum vehicle was higher than budgeted for due to the rising costs from the time the vehicle was ordered to when it was received, and

WHEREAS, the costs of the police vehicle were higher than budgeted for due to the rising costs from the time the vehicle was ordered to when it was received and the addition of a K-9 cage, and

WHEREAS, the expenses in Fund 101, General Fund, were overstated in the police safety expense account, and

WHEREAS, the expenses in Fund 661, Equipment Fund, were overstated in the repairs/parts and repairs/parts police accounts, and

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

GL NUMBER	DESCRIPTION	2021-22 CURRENT BUDGET	2021-22 AMENDED BUDGET
Fund 101 - GENERAL FUND			
TOTAL REVENUES		1,659,089.00	1,659,089.00
Expenditures			
Dept 000.000			
Total Dept 000.000		2,800.00	2,800.00
Dept 101.000 - LEGISLATIVE			
Total Dept 101.000 - LEGISLATIVE		20,100.00	20,100.00
Dept 172.000 - CITY MANAGER'S OFFICE			
Total Dept 172.000 - CITY MANAGER'S OFFICE		121,250.00	121,250.00

Dept 201.000 - INTERNAL SERVICES			
Total Dept 201.000 - INTERNAL SERVICES	42,149.00	42,149.00	
Dept 209.000 - PROPERTY ASSESSMENT REVIEW			
Total Dept 209.000 - PROPERTY ASSESSMENT REVIEW	18,135.00	18,135.00	
Dept 215.000 - CITY CLERK			
Total Dept 215.000 - CITY CLERK	66,849.00	66,849.00	
Dept 228.000 - TECHNOLOGY			
Total Dept 228.000 - TECHNOLOGY	17,600.00	17,600.00	
Dept 253.000 - CITY TREASURER			
Total Dept 253.000 - CITY TREASURER	107,842.00	107,842.00	
Dept 262.000 - ELECTIONS			
Total Dept 262.000 - ELECTIONS	2,348.00	2,348.00	
Dept 265.000 - MUNICIPAL PROPERTIES			
Total Dept 265.000 - MUNICIPAL PROPERTIES	41,560.00	41,560.00	
Dept 265.999 - INSTALLMENT PURCHASE AGREEMENT EXPENSE			
Total Dept 265.999 - INSTALLMENT PURCHASE AGREEMENT EXPENSE	0.00	0.00	
Dept 266.000 - LEGAL ASSISTANCE			
Total Dept 266.000 - LEGAL ASSISTANCE	27,300.00	27,300.00	
Dept 284.000 - COMMUNITY PROMOTIONS			
Total Dept 284.000 - COMMUNITY PROMOTIONS	22,511.00	22,511.00	
Dept 299.000 - CITY SERVICES			
Total Dept 299.000 - CITY SERVICES	54,495.00	54,495.00	
Dept 301.000 - POLICE DEPARTMENT			
101-301.000-702.700	PROMOTION/BONUS	250.00	250.00
101-301.000-703.700	SALARIES AND WAGES	242,119.00	242,119.00
101-301.000-705.700	CHIEF OF POLICE	66,085.00	66,085.00
101-301.000-706.700	COMMUNITY POLICING	100.00	100.00
101-301.000-708.700	SICK LEAVE PAYOUT	250.00	250.00
101-301.000-710.700	OVERTIME	8,500.00	8,500.00
101-301.000-713.700	EMP. HEALTH OPTION	3,000.00	3,000.00
101-301.000-714.700	MANDATORY MEDICARE	4,500.00	4,500.00

101-301.000-715.700	SOCIAL SECURITY (EMPLOYER)	19,078.00	19,078.00
101-301.000-716.700	BC/BS HEALTH INSURANCE PREMIU	35,230.00	35,230.00
101-301.000-717.700	LIFE INSURANCE PREMIUM	1,155.00	1,155.00
101-301.000-718.700	MERS RETIREMENT (EMPLOYER)	50,837.00	50,837.00
101-301.000-718.701	EMPLOYER DEFERED COMP.	7,500.00	7,500.00
101-301.000-719.700	LONG TERM DISABILITY	2,300.00	2,300.00
101-301.000-720.700	WORKERS COMPENSATION PREMIUM	8,359.00	8,359.00
101-301.000-724.700	UNEMPLOYMENT INS. BENEFIT	325.00	325.00
101-301.000-727.700	OPERATING SUPPLIES	4,500.00	4,500.00
101-301.000-801.700	CONTRACTUAL SERVICES	10,000.00	10,000.00
101-301.000-811.700	MEMBERSHIP AND DUES	825.00	825.00
101-301.000-817.700	UNIFORMS	4,000.00	4,000.00
101-301.000-853.700	TELEPHONE/RADIO COMMUNICATION	5,000.00	5,000.00
101-301.000-941.700	EQUIPMENT RENTAL	9,500.00	9,500.00
101-301.000-955.700	DATA PROCESSING	4,500.00	4,500.00
101-301.000-956.700	EXPENSES	950.00	950.00
101-301.000-956.702	POLICE SAFETY EXPENSE	4,000.00	0.00
101-301.000-956.703	K-9 EXPENSES	0.00	0.00
101-301.000-956.707	FORFEITURE EXPENSE	400.00	400.00
101-301.000-957.700	EDUCATION AND TRAINING LOCAL	5,000.00	5,000.00
101-301.000-957.701	EDUCATION 302	1,000.00	1,000.00
101-301.000-968.700	STING	3,000.00	3,000.00
101-301.000-977.700	CAPITAL ACQUISITIONS	0.00	0.00
Total Dept 301.000 - POLICE DEPARTMENT		502,263.00	498,263.00
Dept 336.000 - FIRE			
Total Dept 336.000 - FIRE		27,124.00	27,124.00
Dept 345.000 - CROSSING GUARDS			
Total Dept 345.000 - CROSSING GUARDS		8,070.00	8,070.00
Dept 441.000 - PUBLIC WORKS DEPARTMENT			
Total Dept 441.000 - PUBLIC WORKS DEPARTMENT		181,905.00	181,905.00
Dept 444.000 - SIDEWALKS			
Total Dept 444.000 - SIDEWALKS		13,253.00	13,253.00
Dept 528.000 - SOLID WASTE			
Total Dept 528.000 - SOLID WASTE		221,194.00	221,194.00
Dept 537.000 -			
AIRPORT			
Total Dept 537.000 - AIRPORT		49,256.00	49,256.00

Dept 721.000 - PLANNING AND ZONING		
Total Dept 721.000 - PLANNING AND ZONING	5,319.00	5,319.00
Dept 728.000 - ECONOMIC DEVELOPMENT		
Total Dept 728.000 - ECONOMIC DEVELOPMENT	1,000.00	1,000.00
Dept 729.000 - CODE ENFORCEMENT		
Total Dept 729.000 - CODE ENFORCEMENT	0.00	0.00
Dept 751.000 - PARKS AND RECREATION		
Total Dept 751.000 - PARKS AND RECREATION	64,708.00	64,708.00
Dept 851.000 - INSURANCE AND RISK MANAGEMENT		
Total Dept 851.000 - INSURANCE AND RISK MANAGEMENT	15,495.00	15,495.00
Dept 900.000 - BAD DEBT		
Total Dept 900.000 - BAD DEBT	0.00	0.00
Dept 965.000 - TRANSFERS		
Total Dept 965.000 - TRANSFERS	22,000.00	22,000.00
Dept 965.209 - TRANSFER TO CEMETERY		
Total Dept 965.209 - TRANSFER TO CEMETERY	16,411.00	16,411.00
Dept 965.736 - TRANS TO FUND 736 OPEB		
Total Dept 965.736 - TRANS TO FUND 736 OPEB	0.00	0.00
TOTAL EXPENDITURES	1,672,937.00	1,668,937.00
Fund 101:		
TOTAL REVENUES	1,659,089.00	1,659,089.00
TOTAL EXPENDITURES	1,672,937.00	1,668,937.00
NET OF REVENUES & EXPENDITURES	(13,848.00)	(9,848.00)
FUND BALANCE	2,052,300.00	2,056,300
Fund 661 - EQUIPMENT FUND		
Revenues		
Dept 000.000		
Total Dept 000.000	216,810.00	216,810.00
TOTAL REVENUES	216,810.00	216,810.00

Expenditures

Dept 000.000

661-000.000-703.700	SALARIES AND WAGES	12,000.00	12,000.00
661-000.000-710.700	OVERTIME	0.00	0.00
661-000.000-714.700	MANDATORY MEDICARE	175.00	175.00
661-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	743.00	743.00
661-000.000-716.700	BC/BS HEALTH INSURANCE PREMIUM	2,510.00	2,510.00
661-000.000-718.700	MERS RETIREMENT (EMPLOYER)	50.00	50.00
661-000.000-720.700	WORKERS COMPENSATION PREMIUM	400.00	400.00
661-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00
661-000.000-782.700	ADMINISTRATION	12,000.00	12,000.00
661-000.000-801.700	CONTRACTUAL SERVICES	0.00	0.00
661-000.000-805.700	REPAIR/PARTS	30,000.00	26,359.00
661-000.000-806.700	REPAIR/PARTS POLICE	5,000.00	3,553.00
661-000.000-818.700	INS. PREMIUM - LIABILITY	22,885.00	22,885.00
661-000.000-856.700	FUEL	29,615.00	29,615.00
661-000.000-868.700	FLUIDS	0.00	0.00
661-000.000-956.700	EXPENSES	0.00	0.00
661-000.000-966.700	DEPRECIATION	37,022.00	37,022.00
661-000.000-966.701	DEP.EXP. PUBLIC SAFETY	5,080.00	5,080.00
661-000.000-968.000	DEPRECIATION EXPENSE	0.00	0.00
661-000.000-968.001	DEPRECIATION EXP PUBLIC SAFET	0.00	0.00
661-000.000-977.700	CAPITAL ACQUISITIONS	118,000.00	127,088.00
661-000.000-992.000	INTEREST EXPENSE	0.00	0.00
661-000.000-994.700	BOND	41,000.00	41,000.00
661-000.000-995.700	INTEREST DUE ON BONDS	5,500.00	5,500.00
Total Dept 000.000		321,985.00	325,985.00

TOTAL EXPENDITURES

321,985.00 325,985.00

Fund 661 - EQUIPMENT FUND:

TOTAL REVENUES	216,810.00	216,810.00
TOTAL EXPENDITURES	321,985.00	325,985.00
NET OF REVENUES & EXPENDITURES	(105,175.00)	(109,175.00)
FUND BALANCE	605,353.00	601,353.00

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

No – None

Absent – Bennett

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY PUGH, TO APPROVE RESOLUTION 22-06 BOARD OF REVIEW MEETINGS.

RESOLUTION #22-06

WHEREAS, as per section 9.7(a) of the West Branch City Charter, the Board of Review shall convene in its first session on the second Monday in March of each year at such time of day and place as shall be designated by City Council, and

WHEREAS, as per section 9.7(b) of the West Branch City Charter, the Board of Review shall convene in its second session on the fourth Monday in March of each year for two consecutive days and as much longer as may be necessary at such place as shall be designated by Council, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby designates all Board of Review meetings to be held at the West Branch City Hall with the first meeting in March to be held at 9:00 am

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

No – None

Absent – Bennett

Motion carried

* * * * *

MOTION BY ZIMMERMAN, SECOND BY SHOWALTER, TO APPROVE RESOLUTION 22-07 BROWNFIELD GRANT SUPPORT.

RESOLUTION #22-07

WHEREAS, in 2020, the City of West Branch developed a Brownfield Redevelopment Authority in order to assist in the redevelopment of City properties, and

WHEREAS, the City has applied for an EGLE Brownfield Grant to assist in the redevelopment at 508 E. Houghton Ave. in order to support the West Branch Pharmacy project, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby offers its complete support for the Brownfield Grant to assist in the West Branch Pharmacy project in order to create job growth in the community and grow the tax base for the City.

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

No – None

Absent – Bennett

Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY PUGH, TO APPROVE THE MINUTES AND SUMMARY FROM THE MEETING HELD JANUARY 24, 2022 AS WELL AS MINUTES FROM WORK SESSION HELD February 1, 2022.

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

No – None

Absent – Bennett

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY PUGH, TO RECEIVE AND FILE THE TREASURER’S REPORT AND INVESTMENT SUMMARY; AND APPROVE THE MINUTES FROM THE NCMCF MEETING HELD ON DECEMBER 1, 2021.

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

No – None

Absent – Bennett

Motion carried

* * * * *

MOTION BY ZIMMERMAN, SECOND BY JACKSON, TO EXCUSE COUNCIL MEMBER BENNETT FROM THE MEETING DUE TO FAMILY ILLNESS.

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

No – None

Absent – Bennett

Motion carried

* * * * *

Council members expressed concern for the fire at Brian’s Market and expressed their gratitude and kudos to the firefighters involved in fighting the fire.

Council member Pugh noted that there was considerable improvement in keeping the sidewalks clear.

Council member Showalter expressed his thanks to the DDA and Planning Committee for their hard work.

Manager Dantzer noted the WBRC School District did express interest in working with the City to provide a School Resource Officer (SRO). It was the consensus of Council to have Manager Dantzer continue negotiations.

Mayor Frechette adjourned the meeting at 6:33 pm.

Paul Frechette, Mayor

Lori Ann Clover, Clerk

Consent Agenda

The West Branch Community Airport Board met on this date in the Conference Room, West Branch Community Airport Terminal, West Branch, Michigan, as well as remotely via Zoom. The meeting was called to order at 12:15 p.m. by Chairman Terry Hodges.

Present: Mike Jackson, Terry Hodges, Breck Gildner, Paul Frechette, John Dantzer and Craig Scott. Absent: Brad Neubecker. Also, in attendance was Dylan Franciosi.

Motion by Hodges, second by Gildner, claims in the amount of \$11,748.96 be approved for payment. Voice vote. Ayes – all. Motion carried. [12-1-#1]

Chairman Hodges gave the financial report, with a combined account balance is \$235,158.11. He informed the Board that checks totaling \$1,271.86 had yet to be deposited.

Chairman Hodges reported that a buyer for the Searfoss hangar has been found by Mr. Searfoss. Board member Dantzer prepared a Lease Assignment document, and after legal review by attorney Wil Engemann presented it to the Board. Chairman Hodges would give the agreement to Mr. Searfoss to aid in the transfer of the lease to the new owners.

No further business remaining, Chairman Hodges adjourned the meeting at 12:21 p.m.

Minutes by Michael Jackson, Board Secretary

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 12:15 p.m. by John Dantzer.

Present: Craig Scott, Brad Neubecker, John Dantzer, Breck Gildner, and Karen Michaels. Also in attendance was W.B. Airport manager Ben Evergreen.

Motion by Neubecker, second by Scott, claims in the amount of \$13,173.71 be approved for payment. Voice vote. Ayes – all. Motion carried. [1-1-#1]

Ben gave the financial report, with a combined account balance of \$219,064.88

Ben presented a grant amendment, Contract NO. 2020-0665/A1 (T-Hangars). This amendment increases the Federal share by \$94,332.00 to \$693,399.00, reduces the total contract amount by \$8,436.00 to \$741,444.00, and reduces the local share the Airport is liable for by \$102,768.00 to a total of \$24,023.00.

Motion by Scott, second by Neubecker, the Grant Amendment be approved, with Dantzer appointed as signatory representative for the City of West Branch, and Gildner appointed as signatory representative for the County of Ogemaw. Voice vote. Ayes – all. Motion carried. [1-1-#2]

Ben gave an update on the Searfoss Hangar lease transfer, stating that the transfer has not been completed but appears to be going forward. Global Medical Response has again stated an interest in subleasing space for medical helicopter operations but has not provided any firm commitment yet.

Ben gave an update on the runway approach clearing/farming operations. Recent clearing efforts have cleared approximately 25-30 acres at a cost of \$2,200.00 to the airport. The project has come to a close for the winter season.

Ben requested approval to have a small number of trees cut that have a history of impacting a powerline that runs on airport property.

Motion by Dantzer, second by Gildner, \$500.00 be approved for the cutting of discussed trees. Voice vote. Ayes – all. Motion carried. [1-1-#3]

Ben gave an update on his health situation and the status of airport operations, thanking the board for their support and the City for their help with snow removal operations.

There being no further business to discuss, Dantzer adjourned the meeting at 12:38 p.m.

Minutes by Ben Evergreen, Airport Manager.

Ogemaw County
Land Bank Authority
Meeting Minutes
08/17/2021

Sue Delahanty called the meeting to order at 10:00 a.m. Present: Sue Delahanty, Denise Simmons, Dave Reasner, Dave Ryan, Alan Bruder, Scott Bell, John Dantzer, Dan Greene, Liz Steinhurst, Lance Vervoort. Guests: Jeff Huntington, State Land Bank, Eric Schertzing, MALB Board of Directors, Vice President.

Committee meeting minutes of 6/15/2021 were reviewed. Motion by Liz Steinhurst, support by Denise Simmons to approve the minutes. Ayes all, motion approved.

Introduction of guests, Eric Schertzing and Jeff Huntington, and attendees. Mr. Schertzing discussed his position with the Michigan Association Land Bank and the functions/duties of land banks. Mr. Huntington discussed his position with the State Land Bank. There ensued a round table type question and answer with Mr. Schertzing and Mr Huntington. Funding possibilities were discussed (ARPA funds, TIFF program, and possible demo grants from State Land Bank).

Meeting adjourned 11:36 a.m.
Minutes prepared by Denise Simmons

CASH SUMMARY BY BANK FOR WEST BRANCH
 FROM 02/01/2022 TO 02/28/2022

Bank Code		Beginning Balance	Total	Total	Ending
Fund	Description	02/01/2022	Debits	Credits	Balance 02/28/2022
GEN1	GEN1 - GENERAL CHECKING				
101		1,025,984.59	51,059.67	77,621.76	999,422.50
150	CEMETERY PERPETUAL CARE	36,566.35	240.00	0.00	36,806.35
209	CEMETERY FUND	6,699.07	560.00	343.34	6,915.73
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	999.95	0.00	0.00	999.95
248	DDA OPERATING FUND	248,180.80	66.36	200.00	248,047.16
251	INDUSTRIAL PARK FUND	7,233.30	0.00	97.08	7,136.22
276	HOUSING RESOURCE FUND	176,153.96	563.77	0.00	176,717.73
318	SEWER DEBT FUND	138,287.10	16,024.45	447.95	153,863.60
319	WATER DEBT FUND	91,629.49	3,986.19	92.76	95,522.92
390	SEWER FUND	287,402.65	55,985.26	27,079.71	316,308.20
391	WATER FUND	768,234.72	27,941.20	10,666.59	785,509.33
392	WATER REPLACEMENT FUND	361,272.59	0.00	9,885.00	351,387.59
393	SEWER COLLECTION	216,488.62	4,158.55	1,989.28	218,657.89
361	EQUIPMENT FUND	(586.62)	7,274.64	2,814.85	3,873.17
704	PAYROLL CLEARING	24,849.90	37,321.27	37,321.27	24,849.90
705	IRONS PARK ENTERTAINMENT FUND	6,460.81	0.00	0.00	6,460.81
707	YOUTH SAFETY PROGRAM	15.00	0.00	0.00	15.00
	GEN1 - GENERAL CHECKING	3,395,872.28	205,181.36	168,559.59	3,432,494.05
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	576,566.95	25,117.38	9,641.72	592,042.61
203	LOCAL STREET FUND	300,243.95	14,707.85	1,033.08	313,918.72
	MAJOR/ LOCAL STREETS	876,810.90	39,825.23	10,674.80	905,961.33
PAY	PAYROLL				
704	PAYROLL CLEARING	24,343.06	37,321.27	34,714.38	26,949.95
	PAYROLL	24,343.06	37,321.27	34,714.38	26,949.95
CHEM	SAVINGS				
101		459,700.31	0.00	0.00	459,700.31
150	CEMETERY PERPETUAL CARE	1,682.65	0.00	0.00	1,682.65
251	INDUSTRIAL PARK FUND	244.96	0.00	0.00	244.96
371	COLLECTION REPLACEMENT FUND	0.65	0.00	0.00	0.65
391	WATER FUND	26,418.92	0.00	0.00	26,418.92
392	WATER REPLACEMENT FUND	19,791.38	0.00	0.00	19,791.38
393	SEWER COLLECTION	3,183.74	0.00	0.00	3,183.74
361	EQUIPMENT FUND	103,539.63	0.00	0.00	103,539.63
	SAVINGS	614,562.24	0.00	0.00	614,562.24
TAX	TAXES				
701	TAX AGENCY	143,194.05	294,759.19	318,458.82	119,494.42
	TAXES	143,194.05	294,759.19	318,458.82	119,494.42
	TOTAL - ALL FUNDS	5,054,782.53	577,087.05	532,407.59	5,099,461.99

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
FROM 02/01/2022 TO 02/28/2022
FUND: ALL FUNDS
INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 02/01/2022	Total Debits	Total Credits	Ending Balance 02/28/2022
Fund 101					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	150,000.00	0.00	0.00	150,000.00
		<hr/> 250,000.00	<hr/> 0.00	<hr/> 0.00	<hr/> 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	115,271.06	0.00	0.00	115,271.06
	CEMETERY PERPETUAL CARE	<hr/> 227,770.80	<hr/> 0.00	<hr/> 0.00	<hr/> 227,770.80
Fund 251 INDUSTRIAL PARK FUND					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	25,000.00	0.00	0.00	25,000.00
	INDUSTRIAL PARK FUND	<hr/> 125,000.00	<hr/> 0.00	<hr/> 0.00	<hr/> 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	<hr/> 250,000.00	<hr/> 0.00	<hr/> 0.00	<hr/> 250,000.00
	TOTAL - ALL FUNDS	<hr/> 852,770.80	<hr/> 0.00	<hr/> 0.00	<hr/> 852,770.80



West Branch Police Department

Chief Kenneth W. Walters

130 Page St.

West Branch, Michigan 48661

Phone: 989-345-2627 Fax: 989-345-0083

E-mail: waltersk@westbranch.com

2/7/2022

Honorable Mayor and Council,

This is the January month end report. For the month of January, the department handled 98 Law Enforcement complaints and 24 Blight / Ordinance violations. The vast majority of ordinance violations were reminders regarding snow removal from sidewalks.

The department further made 5 Felony arrests during the month of January. The most serious being, the burglary and safebreaking of a local business.

Additionally, myself and Manager Dantzer are continuing talks and planning with Superintendent Hughey and the WB/RC School Board, regarding the possibility of a School Resources Officer at Surline.

Respectfully,

A handwritten signature in black ink, consisting of a stylized 'K' followed by a series of loops and a long horizontal stroke.

Chief Kenneth W. Walters

Offense Count Report

Page: 1

Report Criteria:

Start Offense	End Offense		
01000	99009		
JANUARY 2022	TOTAL 2022	TOTAL 2021	TOTAL 2020
01/01/2022-01/31/2022	01/01/2022-01/31/2022	01/01/2021-12/31/2021	01/01/2020-12/31/2020

Offense	Description	JANUARY 2022	TOTAL 2022	TOTAL 2021	TOTAL 2020
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	1	0
11002	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0	2
11008	SEXUAL CONTACT FORCIBLE CSC4	0	0	1	1
13001	NONAGGRAVATED ASSAULT	0	0	19	27
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	4	2
13003	INTIMIDATION/STALKING	0	0	2	3
20000	ARSON	0	0	0	1
22001	BURGLARY - FORCED ENTRY	0	0	1	1
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	1	2
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	0	2
23002	LARCENY - PURSE SNATCHING	0	0	2	0
23003	LARCENY - THEFT FROM BUILDING	0	0	2	7
23005	LARCENY - THEFT FROM MOTOR VEHICLE	0	0	9	3
23007	LARCENY - OTHER	0	0	8	11
24001	MOTOR VEHICLE THEFT	0	0	1	0
25000	FORGERY/COUNTERFEITING	0	0	1	0
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	0	1
26002	FRAUD - CREDIT CARD/ATM	0	0	1	1
26003	FRAUD - IMPERSONATION	0	0	1	0
26005	FRAUD - WIRE	0	0	1	0
26006	FRAUD - BAD CHECKS	0	0	1	0
26007	FRAUD - IDENTITY THEFT	1	1	0	0
29000	DAMAGE TO PROPERTY	1	1	15	15
30002	RETAIL FRAUD - THEFT	0	0	0	3
35001	VIOLATION OF CONTROLLED SUBSTANCE	0	0	4	2
36004	SEX OFFENSE - OTHER	0	0	3	0
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	2	0
38003	FAMILY - OTHER	0	0	1	0
41002	LIQUOR VIOLATIONS - OTHER	0	0	1	0
42000	DRUNKENNESS	0	0	1	0
48000	OBSTRUCTING POLICE	0	0	5	3
50000	OBSTRUCTING JUSTICE	2	2	29	29
52001	WEAPONS OFFENSE - CONCEALED	0	0	0	1
52003	WEAPONS OFFENSE - OTHER	0	0	2	1
53001	DISORDERLY CONDUCT	0	0	1	4
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	0	0	0	6
54002	OUIL OR OUID	2	2	4	6
54003	DRIVING LAW VIOLATIONS	1	1	10	25
57001	TRESPASS	0	0	21	18
70000	JUVENILE RUNAWAY	2	2	0	4
70001	Incorrigible	0	0	0	1
70004	Juvenile Issues	0	0	3	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	0	4	15
90001	Vehicle Lockouts	10	10	88	103
90002	Motorist Assists	0	0	15	13
90003	Assist E.M.S.	9	9	120	105

Offense Count Report

Page: 2

Report Criteria:

Start Offense	End Offense		
01000	99009		
JANUARY 2022	TOTAL 2022	TOTAL 2021	TOTAL 2020
01/01/2022-01/31/2022	01/01/2022-01/31/2022	01/01/2021-12/31/2021	01/01/2020-12/31/2020

Offense	Description	JANUARY 2022	TOTAL 2022	TOTAL 2021	TOTAL 2020
90005	City Ordinance Violations	0	0	29	41
90007	Parking Complaints	0	0	4	1
90008	ANIMAL COMPLAINTS	1	1	13	5
91001	Delinquent Minors	0	0	15	3
91002	Runaway	0	0	2	0
91003	K-9 Assists	2	2	7	0
91004	Abandoned Vehicle	0	0	2	3
92003	Walk Away (Ment. & Host.)	1	1	5	4
92004	Insanity	1	1	30	34
92005	MIP Civil	1	1	0	0
93001	PROPERTY DAMAGE ACCIDENT/PI	5	5	51	43
93002	Accident, Non-Traffic	2	2	32	18
93004	Parking Violations	0	0	1	1
93006	Traffic Policing	3	3	21	9
93007	Traffic Safety Public Relations	5	5	35	13
93008	Inspections/Investigations -Breathalyzer	0	0	1	4
94001	Valid Alarm Activations	0	0	3	3
94002	False Alarm Activations	7	7	63	51
95001	Accident, Fire	1	1	1	1
95003	Inspection, Fire	0	0	3	0
95004	Hazardous Condition	0	0	6	2
97003	Accident, Other Shooting	0	0	0	1
97006	Accident, All Other	0	0	2	2
98002	Inspections/Investigations -Motor Vehicles	0	0	0	1
98003	Inspections/Investigations -Property	0	0	7	8
98004	Inspections/Investigations -Other	2	2	7	5
98006	Civil Matters/Family Disputes	2	2	88	81
98007	Suspicious Situations/Subjects	9	9	178	191
98008	Lost/Found Property	0	0	13	10
98009	Inspections/Investigations -Drug Overdose	0	0	3	2
99001	Suicide	0	0	0	1
99002	Natural Death	1	1	5	6
99004	Natural Disaster	0	0	0	1
99007	PR Activities	1	1	4	22
99008	General Assistance	26	26	283	206
99009	General Non-Criminal	0	0	35	56
Totals:		98	98	1334	1247

CODE ENFORCEMENT:		January 2022:				OUTCOME:			
Date	Address	Violation							
1/6/2022	208 S 3rd Street (Update)	The home owner was issued 2 city blight citations, which were never addressed. The home owner was issued 2 state citations for not addressing the city citations, which were never addressed. The court issued a warrant for the home owner for not addressing the state citations. The home owner was arrested on the warrant.						Open	
1/16/2022	115 Sidney Street	Reported old washer and dryer outside home for extended period of time- RP called back later and advised washer and dryer was gone.						Closed	
1/24/2022	336 N 2nd Street	Dog at large- Reported dog at large coming into neighbor's yard- Officer contact- dog brought inside- Warning given						Closed	
1/31/2022	278 N Valley Street	City Charter Snow Violation/ Sidewalk- Photo taken- No answer at the door, Notice posted						Open	
1/31/2021	102 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- Notice hand delivered to manager						Open	
1/31/2022	306 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- Notice hand delivered to home owner						Open	
1/31/2022	320 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- Notice served to resident						Open	
1/31/2022	340 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- Notice hand delivered to home owner						Open	
1/31/2022	346 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- No answer at the door, Notice posted						Open	
1/31/2022	356 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- Notice hand delivered to manager						Open	
1/31/2022	372 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- No answer at the door, Notice posted						Open	
1/31/2022	376 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- No answer at the door, Notice posted						Open	
1/31/2022	378 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- No answer at the door, Notice posted						Open	
1/31/2022	386 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- No answer at the door, Notice posted						Open	
1/31/2022	400 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- No answer at the door, Notice posted						Open	
1/31/2022	406 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- No answer at the door, Notice posted						Open	
1/31/2022	426 State Street	City Charter Snow Violation/ Sidewalk- Photo taken- No answer at the door, Notice posted						Open	
1/31/2022	315 Fairview Rd	City Charter Snow Violation/ Sidewalk- Photo taken- No answer at the door, Notice posted						Open	
1/31/2022	325 Fairview Rd	City Charter Snow Violation/ Sidewalk- Photo taken- Notice hand delivered to home owner						Open	
1/31/2022	295 Fairview Rd	City Charter Snow Violation/ Sidewalk- Photo taken- No answer at the door, Notice posted						Open	
1/31/2022	Fairview Rd (vacant lot)	City Charter Snow Violation/ Sidewalk- Photo taken- Notice mailed						Open	

[illegible]

Communications

RESOLUTION

WHEREAS, the event of Johnny Cash's death on September 12, 2003, causes us to reflect on the man, his music, and his legacy, and

WHEREAS, Johnny Cash's music and message reached millions of people around the world and here in West Branch, and

WHEREAS, Johnny Cash was more than a singer/songwriter, but rather an artist with a vision of social justice and fairness, evidenced most notably in the song "The Man in Black," that needs to be memorialized and emulated, and

WHEREAS, Johnny Cash shared his vision and the "everyman" experience in songs like "Folsom Prison Blues," "A Boy Named Sue," "I Walk the Line," "Burning Ring of Fire," and "One Piece At a Time," and

WHEREAS, the desire to commemorate Johnny Cash's life and work for the residents of West Branch is becoming evident,

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby declare the anniversary of Johnny Cash's birthday, February 26, as Johnny Cash Day in the City of West Branch.

Reports

Mayor

Council

City Manager

**Public
Comment
-Any
Topic**

Adjournment

**CITY OF WEST BRANCH
CITY COUNCIL MEETING
FEBRUARY 21, 2022**

PLEASE TAKE NOTICE that the West Branch City Council meeting scheduled for Monday, February 21, 2022 starting at 6:00 pm will be conducted both in person and virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 pandemic.

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

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

Zoom Instructions for Participants

To join the conference by phone:

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

Before a videoconference:

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

To join the videoconference:

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

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

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

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

3. If you have already joined the meeting via computer, you will have the option to enter your 2-digit participant ID to be associated with your computer.

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



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

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

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

Meeting Information:

Topic: City Council Regular Meeting

Time: Feb 21, 2022 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85952674659?pwd=SXRWMTZaVHE4blg5T2ZlUDZFbUlVZz09>

Meeting ID: 859 5267 4659

Passcode: 129210

One tap mobile

+13017158592,,85952674659#,,,,*129210# US (Washington DC)

+13126266799,,85952674659#,,,,*129210# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 859 5267 4659

Passcode: 129210

Find your local number: <https://us02web.zoom.us/j/kHYuQ0DAI>

If you wish to speak with any of our council members, please reach out via their email addresses below or you may call City Hall @ (989) 345-0500 to leave a message for them.

CITY COUNCIL MEMBERS

Mayor Paul Frechette – frechettewbmayor@westbranch.com
Mike Jackson -- jacksonwbcouncil@westbranch.com
Carol Adair – adairwbcouncil@westbranch.com
Joanne Bennett --- bennettwbcouncil@westbranch.com
Ellen Pugh --- pughwbcouncil@westbranch.com
Rusty Showalter – showalterwbcouncil@westbranch.com
Cathy Zimmerman – zimmermanwbcouncil@westbranch.com

And as always, minutes of all Council Meetings can be obtained at City Hall or found on our website at www.westbranch.com, under the Government Tab.