

AGENDA

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD IN PERSON AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, JULY 10, 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. Industrial Park Billboard RFP
- IX. Unfinished Business
- X. New Business
 - A. Bills
 - B. Excuse Member Zimmerman
 - C. Special Event Midnight Madness
 - D. MML Fund Trustee Election
 - E. MDOT Agreement
 - F. Land purchase agreement
 - G. Morris-Richardson Invoice
 - H. Ordinance 23-01 Building Department
 - I. Resolution 23-20 Capital Improvement Bonds
 - J. Miller-Canfield bond engagement letter
 - K. Resolution 23-21 COVID Plan Discontinue
- XI. Approval of the minutes and summary from the regular meeting held June 19, 2023.
- XII. Consent Agenda
 - A. Treasurer's Report and Investment Summary
 - B. Minutes from the IDC Board meeting held January 27, 2023

- C. Minutes from the WWTPA meeting held March 21, 2023
- D. Minutes from the DDA meeting held May 25, 2023

XIII. Communications

- A. Charter
- B. MMPS Policy Brief – Workforce Reflects
- C. MMPS Policy Brief - Challenges

XIV. Reports

- A. Mayor
- B. Council
- C. Manager
 - 1. Industrial lot tree removal
 - 2. Special meeting reminder

XV. Public comment any topic

XVI. Adjournment

UPCOMING MEETINGS-EVENTS

July 11 Planning Commission 6:00 pm
July 17 Board of Review 12:30 pm
July 17 Recreation Committee 6:00 pm
July 19 Airport Board 12:15 pm
July 24 City Council 6:00 pm
July 25 DDA 12:00 pm

REQUEST FOR PROPOSALS (RFP)

INDUSTRIAL PARK BILLBOARD

I. Introduction

The City of West Branch is seeking bids to redo the Industrial Park billboard located near the corner of Refinery Rd and Cook Rd (1-75 Business Loop) in West Branch, Michigan. Additional details are provided below.

II. Submission Details

If you have questions regarding anything in this RFP, contact:

City Manager, John Dantzer — (989) 345-0500 or citymanager@westbranch.com

DEADLINE for Response: 12:00 p.m. on Thursday, March 9, 2023

Sealed bids (consisting of a sealed envelope with the words "IDC sign" clearly written on the envelope) must be delivered, either via mail or in person, by the deadline, to the following address: "ATTN: City Clerk, Lori Ann Clover, 121 N. 4th St., West Branch, MI 48661 ". In addition, bids will be opened at this time.

III. Project Requirements

1. Project consists of the resurfacing a billboard for the City of West Branch Industrial Park.
2. The winning company must work with the City to develop a new design, produce, and install the new sign.
3. The City would consider all recommended billboard replacement options such as painted sign, vinyl sign, or any other sign material the contractor would like to recommend.
4. Please include the price, type of sign recommended, and reason why you are recommending the type of sign you have chosen including the advantages over other types of signs.

IV. Additional Information

- Proposals are time-stamped when received by City staff (be it via mail or in person). Please note that proposals/bids received after the deadlines specified in this RFP will generally not be considered.
- Parties submitting bids/proposals are not required to attend the public opening of the bids, though they may do so if so desired (just note that no decisions regarding the awarding of bids are made at that time).
- Parties submitting bids/proposals are also not required to attend the City Council meeting at which their proposal/bid is being reviewed by the Council. However, it can be helpful for parties to attend said meetings as Council members may have questions regarding the bid/proposal.
- All terms in submitted bids/proposals (including prices) are deemed to remain valid and in effect for a period of at least 120 days, unless the bid/proposal clearly states otherwise.
- Notwithstanding any other provisions of this RFP, the City reserves the right to award a contract/bid pursuant to this RFP to the bidder that best meets the requirements of the RFP, and not necessarily the lowest bidder. Further, the City reserves the right to reject any or all proposals prior to execution of any contracts or agreements related to this RFP, and to further waive any non-material irregularities or information in any proposal and to accept or reject any items or combination of items, with no penalty to the City.



(989) 345-5542

Screenprinting • Signs • Vehicle Graphics • Business Cards

Quote for City of West Branch

To the Attention of: John Dantzer

**New Replacement Bill board
West Branch Industrial Park**

**Includes: Art Design with proof for approval or changes,
Material and Printing, Replacement Straps and possible
Conduit. Labor of installation.**

\$1200.00 plus tax on material if not exempt.

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: Midnight Madness

Event Date: July 28th + 29th Start Time: 10am End Time: 1:30am

Name of Sponsoring Organization: Little League

Address: 4165 Cook Rd

Contact Person: James Mattson Phone Number: (989) 390-9121

Describe the purpose of this event: 12u + 14u Softball Tournament

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

If requesting a road closure Road closure Start time: 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 ☐


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.



Applicant Signature

June 21 2023

Date

For Office Use Only:

Permit Approved – Yes / No

Council meeting date _____

Manager / Clerk Signature

To: Members of the MML Workers' Compensation Fund
From: Michael J. Forster, Fund Administrator
Date: June 26, 2023
Subject: Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. Three appointees have agreed to seek election to their first term, as well as three incumbent Trustees seeking re-election. You may also write in one or more candidates if you wish.

A brief biographical sketch of the candidates is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 11th. Alternately, you may complete your ballot online:

Go to www.mml.org. At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Worker's Compensation Fund*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,



Michael J. Forster
Fund Administrator
mforster@mml.org

We love where you live.



THE CANDIDATES

Four-year terms beginning October 1, 2023



Christine Burns, Manager, Village of Spring Lake

Chris has more than 25 years of experience as a municipal official. She has been the village manager of Spring Lake since 2012, after serving the City of Cedar Springs for more than five years, the Village of Oxford for nearly two years, and the City of Clare for more than 14 years. Chris graduated from Central Michigan University in 1990 with a BS in Business Administration, majoring in Management, earned her MSA in Public Administration from CMU in 2006 (*Fire Up Chips!*), and holds a Certified Master Municipal Clerk designation. She is a member of Michigan Municipal Executives (MME); the International City/County Management Association (ICMA); and the West Michigan Local Government Management Association (WMLGMA). She has served on the MME Board of Directors and as President of the WMLGMA. Chris is seeking election to her first term.



Juan Ganum, Manager, City of Bridgman

Juan has 25 years of experience in local government. He served as the Community Development Director for the City of Niles from 1998 to 2015 and has since served as City Manager for the City of Bridgman. Juan graduated from Michigan State University in 1995 with a BS in Urban and Regional Planning and earned his Masters in Public Administration from Western Michigan University in 2007. He currently serves as the vice-chair of the Michigan Municipal Executives' Ethics Committee and is actively engaged on boards and committees within Berrien County. Juan is seeking election to his first term.



Kevin Klynstra, Mayor, City of Zeeland

Kevin has more than 28 years of experience in local government. He was elected as mayor of the City of Zeeland in 2011 and was most recently reelected in 2021 for his sixth two-year term. Before becoming mayor, he was a member of the Zeeland City Council for 16 years. Kevin serves on several boards and commissions, including the Michigan Association of Mayors (MAM) board, Zeeland's Planning Commission, the Macatawa Area Coordinating Council (MACC), and the West Michigan Airport Authority (WMAA). Kevin is seeking election to his first term.

THE CANDIDATES
Four-year terms beginning October 1, 2023



Devin Olson, City Manager, City of Munising

Devin has more than five years' experience as a municipal official, having served as Munising's City Manager since 2014. Devin has also served on MML's Transportation and Infrastructure Committee for three years. Devin is seeking election to his first term. Devin is seeking re-election to his second term.



Adam Smith, Manager/Municipal Executive, City of Grand Ledge

Adam has worked in local government since 2004 and currently serves as the City Manager/Municipal Executive of Grand Ledge. He is chair of the MML's Municipal Services Committee, formerly served six years as City Manager Representative on the Elected Officials Academy Board of Directors, and received the League's Special Award of Merit in 2013. Adam is an active member of Michigan Municipal Executives, having served on its Board of Directors from 2013-2016, and currently serving as its Advocacy Chairperson. He has given workshops on effective Council-Manager relationships. Adam has a Bachelor's Degree in Public Administration and a Master's in Administrative Leadership, both from Central Michigan University; a Certificate in Strategic Foresight from the University of Houston; and is a graduate of the Disney Institute for Leadership Excellence. Adam is seeking re-election to his third term.



David J. Tossava, Mayor, City of Hastings

David has over twelve years' municipal experience and has served as mayor of Hastings for two years. He also serves on the Board of Directors of the Michigan Association of Mayors. David is seeking re-election to his second term.

Michigan Municipal League
Workers' Compensation Fund

OFFICIAL BALLOT - 2023

Vote for six Trustees by marking the line to the left of the name for four-year terms beginning October 1, 2023.

- ☐ Christine Burns, Appointee
Manager, Village of Spring Lake
- ☐ Juan Ganum, Appointee
Manager, City of Bridgman
- ☐ Kevin Klynstra, Appointee
Mayor, City of Zeeland
- ☐ Devin Olson, Incumbent
Manager, City of Munising
- ☐ Adam Smith, Incumbent
Manager/Municipal Executive,
City of Grand Ledge
- ☐ David Tossava, Incumbent
Mayor, City of Hastings

Write-In Candidate

I hereby certify that:

(Municipality/Agency)

by action of its governing body, has authorized its vote to be cast for the above persons to serve as Trustees of the Michigan Municipal League Workers' Compensation Fund.

Official Signature

Date

**Ballot deadline:
August 11, 2023**

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 1251 ANN ARBOR MI

POSTAGE WILL BE PAID BY ADDRESSEE

MICHIGAN MUNICIPAL LEAGUE
1675 GREEN RD
ANN ARBOR MI 48105-9921

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA	
Control Section	ST 65032
Job Number	201118CON
Fed Project #	23A0622
Contract	23-5059

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WEST BRANCH, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway M-55, within the corporate limits of the CITY and Ogemaw Township, Ogemaw County, Michigan.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning hot mix asphalt reconstruction work along Highway M-55 from Margaret Street to Fairview Road; and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway M-55 construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Watermain, sanitary sewer, and sidewalk construction work along Highway M-55 from Margaret to Fairview Road, including pedestrian lighting installation, fire hydrant installation, fence, plant installation, hot mix asphalt parking paving, polyethylene encasement, fence installation, modular block wall installation, concrete curb and gutter, embankment, earth excavation, and subbase work; together with necessary related work, located within the corporate limits of the CITY and Ogemaw Township, Ogemaw County, Michigan; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$3,734,000; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this Contract. The term "PROJECT COST", as herein used, is hereby defined

as the cost of the construction of the PROJECT including the costs of physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT, construction engineering (CE), and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PROJECT COST shall be charged to the CITY 100 percent and paid in the manner and at the times hereinafter set forth. Such cost is estimated to be as follows:

PROJECT COST - \$3,734,000

The CE costs will be apportioned in the same ratio as the actual direct construction costs.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY not including payments made for a working capital deposit. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

The CITY will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT as working capital and applied toward the end of the project for the contracted work and cost incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT - \$261,400

The total deposit will be billed to the CITY by the DEPARTMENT and shall be paid by the CITY within 30 days after receipt of invoice.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. Upon completion of the PROJECT, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction at no cost to the DEPARTMENT.

It is understood that the lighting portion of the PROJECT may require special or unusual operation and/or maintenance. Maintenance work shall include, but not be limited to replacement of lights and poles, as needed. All expenses for electrical service and maintenance of the lighting portion of the PROJECT shall be the responsibility of the CITY.

The portion of the PROJECT work within Ogemaw Township shall be operated and maintained by Ogemaw Township as established in the DEPARTMENT Contract 23-5123.

9. If, at any time in the future, the pavement for the parking lanes is required for trunkline purposes, the DEPARTMENT shall take over and use such extra width pavement without replacement of the facility or reimbursement to the CITY.

10. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

11. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

12. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WEST BRANCH

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



TITLE INVOICE

Invoice #: 522
Invoice Date: June 27, 2023
Due Date: July 27, 2023
Closing Date: _____, 20__


File No: 23-81681-37

Purchaser(s): City of West Branch
Seller(s): The Branches, LLC
Premises: V/L S M-30, West Branch, MI 48661
County: Ogemaw

Owner's Policy Amount: \$77,250.00
Loan Policy Amount: \$0.00

ITEM	BORROWER	SELLER	LENDER
ALTA Owner's Policy (6-17-06) Premium		711.00	
TOTALS	\$0.00	\$711.00	\$0.00

Please remit payment to:
Cislo Title Company
8273 South Saginaw Street
Grand Blanc, MI 48439

 First American Title™	ALTA Commitment for Title Insurance
Commitment	ISSUED BY First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Kenneth D. DeGibbo, President



Lisa M. Gilmont, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION


The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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	First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule A		

Transaction Identification Data for reference only:

Issuing Agent: Cislo Title Company

Issuing Office: 8273 South Saginaw Street, Grand Blanc, MI 48439

Issuing Office's ALTA® Registry ID: 0035909

Loan ID No.:

Commitment No.: 23-81681-37

Issuing Office File No.: 23-81681-37


Property Address: V/L S M-30, West Branch, MI 48661

Revision No.:

SCHEDULE A

1. Commitment Date: 06/14/2023 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy (6-17-06)
Proposed Insured: **City of West Branch**
Proposed Policy Amount: **\$77,250.00**
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. The Title is, at the Commitment Date, vested in:
The Branches, LLC, a Michigan Limited Liability Company
5. The Land is described as follows:
See Schedule C attached hereto and made a part hereof.

FIRST AMERICAN TITLE INSURANCE COMPANY


By: 

Authorized Signatory
Gregory J. Cislo, License #: 0228886
Cislo Title Company
Issuing Agent

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: 23-81681-37

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Submit "Affidavit by Seller or Borrower". Additional requirements may be made or exceptions taken for matters disclosed therein.
6. Submit to the Company the Operating Agreement, including any amendments thereto, of The Branches, LLC, and the Certificate issued by the Michigan Department of Licensing and Regulatory Affairs (LARA) evidencing proper filing of the Articles of Organization.

The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.


7. Submit Limited Liability Company's Resolution from The Branches, LLC to enter into a Deed and further authorizing a designated member(s) to act on behalf of said company.
8. Submit to the Company a Certificate of Good Standing of The Branches, LLC issued by the Corporation Division of the Corporations, Securities & Commercial Licensing Bureau of the Michigan Department of Licensing and Regulatory Affairs (LARA).
9. Duly authorized and executed Deed from The Branches, LLC, a Michigan Limited Liability Company, to City of West Branch, to be executed and recorded at closing.
10. A search of the records found no open mortgage of record against the subject property. If any do exist, it is a requirement that its information be submitted to the company and it shall be paid in full at closing or it will be shown as an exception to the final policy when issued.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: 23-81681-37

SCHEDULE B, PART I

Requirements (Continued)

11. Discharge(s) of the mortgage(s) excepted on Schedule B – Section II.

12. Pay unpaid taxes and assessments unless shown as paid:

2022 Summer Taxes in the amount of \$0 are N/A.
 2022 Winter Taxes in the amount of \$11.46 are PAID.
 Tax Parcel Identification: 65-052-625-002-01 (Parcel 1)
 Property Address: V/L S M-30, West Branch, MI 48661
 2022 State Equalized Value: \$0
 2022 Taxable Value: \$0
 Principle Residence Exemption: 0%
 Special Assessment: NONE
 The amounts shown as unpaid may not include collection fees, penalties or interest.


13. Pay unpaid taxes and assessments unless shown as paid:

2022 Summer Taxes in the amount of \$0 are N/A.
 2022 Winter Taxes in the amount of \$11.46 are PAID.
 Tax Parcel Identification: 65-052-625-002-02 (Parcel 2)
 Property Address: V/L S M-30, West Branch, MI 48661
 2022 State Equalized Value: \$0
 2022 Taxable Value: \$0
 Principle Residence Exemption: 0%
 Special Assessment: NONE
 The amounts shown as unpaid may not include collection fees, penalties or interest.

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 First American Title™	ALTA Commitment for Title Insurance
Schedule BII	ISSUED BY First American Title Insurance Company

Commitment No.: 23-81681-37

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.


The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interest or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien, or right to a lien, for services, labor, or material imposed by law and not shown in the Public Records.
6. Taxes and assessments not due and payable at Commitment Date.
7. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned Land.
8. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
9. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
10. Rights of tenant(s) now in possession of the land under unrecorded leases or otherwise.
11. Easement in favor of Roger's Real Estate Company, its terms, covenants, and restrictions recorded in Instrument No 3009286.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BII	

Commitment No.: 23-81681-37

SCHEDULE B, PART II


Exceptions (Continued)

12. Affidavit for Permission to split land, its terms, covenants, and conditions, recorded in Instrument No. 3169323.
13. Rights of others in and to the Easement for ingress, egress and installation and maintenance of public utilities.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule C	

Commitment No.: 23-81681-37

The land is described as follows:

THE FOLLOWING DESCRIBED LAND SITUATED IN THE TOWNSHIP OF OGEMAW, COUNTY OF OGEMAW, AND STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS:

PARCEL 1:

PART OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 25, TOWN 22 NORTH, RANGE 01 EAST, DESCRIBED AS: COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 25; THENCE SOUTH 00°12' 14" WEST, ALONG THE EAST LINE OF SAID SECTION 25, 455.44 FEET; THENCE NORTH 86°33' 06" WEST, PARALLEL WITH THE SOUTH ONE EIGHTH LINE OF SAID SECTION 25 AND ALONG THE NORTH LINE OF A 66.00 FEET WIDE EASEMENT, 1222.75 FEET TO THE WEST LINE OF A 66.00 FEET WIDE EASEMENT, AND TO THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE NORTH 86°33'06" WEST, PARALLEL WITH SAID SOUTH ONE-EIGHTH LINE, 562.90 FEET; THENCE N 00°12'14" EAST, PARALLEL WITH SAID EAST SECTION LINE, AND ALONG THE EAST LINE OF A 24.95 FEET WIDE EASEMENT, 258.00 FEET; THENCE SOUTH 86°33'06" EAST, PARALLEL WITH SAID SOUTH ONE-EIGHTH LINE, AND ALONG THE SOUTH LINE OF A 66.00 FEET WIDE EASEMENT, 562.90 FEET; THENCE SOUTH 00°12'14" WEST, PARALLEL WITH SAID EAST SECTION LINE, AND ALONG THE WEST LINE OF A 66.00 FEET WIDE EASEMENT, 258.00 FEET, BACK TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO:

Easement 1

A 66.00 feet wide easement for ingress, egress, and the installation and maintenance of public utilities, being part of the of the North One-half of the Southeast One-quarter of Section 25, T22N, R1E, Ogemaw Township, Ogemaw County, Michigan, with the South and East lines described as: Commencing at the East One-quarter Corner of said Section 25; thence S00°12'14"W, along the East Section line, 521.55 feet to the Point of Beginning; thence N86°33'06"W, parallel with the South One-eighth line, and along said South line, 1156.64 feet; thence S00°12'14"W, parallel with the East Section line, and along said East line, 342.21 feet to the Point of Ending.

Easement 2

A 66.00 feet wide easement for ingress, egress, and the installation and maintenance of public utilities, being part of the North One-half of the Southeast One-quarter of Section 25, T22N, R01E, Ogemaw Township, Ogemaw County, State of Michigan described as: Commencing at the East One-quarter corner of said section 25; thence S00°12'14"W, along the East line of said Section 25, 455.44 feet; thence N86°33'06"W, parallel with the South One-eighth line of said Section 25 and along the North line of a 66.00 feet wide prior easement, 1222.75 feet to the Northwest Corner of said prior easement and To the true Point of Beginning of the Following Described Easement; thence S00°12'14"W, along the west line of said prior easement, 66.11 feet; thence N86°33'06"W, parallel with said South One-eighth line, 968.01 feet; thence

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N00°12'14"E, parallel with said East Section line, 390.21 feet; thence S86°33'06"E, parallel with said South One-eighth line, 1034.11 feet; thence S00°12'14"W, parallel with said East Section line, 324.11 feet to the North line of said prior easement; thence N86°33'06"W, along the North line of said prior easement, 66.11 feet to said Northwest Corner of said prior easement; thence N00°12'14"E, parallel with said East Section line, 258.00 feet; thence N86°33'06"W, parallel with said South One-eighth line, 901.90 feet; thence S00°12'14"W, parallel with said East Section line, 258.00 feet; thence S86°33'06"E, parallel with said South One-eighth line, 901.90 feet, Back to the Point of Beginning.

Easement 3

An easement for ingress, egress, and the installation and maintenance of public utilities, being part of the North One-half of the Southeast One-quarter of Section 25, T22N, R01E, Ogemaw Township, Ogemaw County, State of Michigan described as: Commencing at the East One-quarter corner of said section 25; thence S00°12'14"W, along the East line of said Section 25, 455.44 feet; thence N86°33'06"W, parallel with the South One-eighth line of said Section 25 and along the North line of a 66.00 feet wide prior easement, 1785.65 feet To the true Point of Beginning of the Following Described Easement; thence N86°33'06"W, parallel with said South One-eighth line and along the north line of said prior easement, 25.00 feet; thence N00°12'14"E, parallel with said East Section line, 258.00 feet; thence S86°33'06"E, parallel with said South One-eighth line, 25.00 feet; thence S00°12'14"W, parallel with said East Section line, 258.00 feet, Back to the Point of Beginning.

PARCEL 2:

Part of the North One-half of the Southeast One-quarter of Section 25, Town 22 North, Range 01 East, described as: Commencing at the East One-quarter corner of said section 25; thence South 00°12'14" West, along the East line of said Section 25, 455.44 feet; thence North 86°33'06" West, parallel with the South One-eighth line of said Section 25 and along the North line of a 66.00 feet wide easement 1810.65 feet To the true Point of Beginning of the Following Described Parcel of Land; thence North 86°33'06" West, parallel with said South One-eighth line, 314.00 feet; thence North 00°12'14" East, parallel with said East Section line, and along the East line of a 66.00 feet wide easement, 258.00 feet; thence South 86°33'06" East, parallel with said South One-eighth line, and along the South Line of a 66.00 feet wide easement, 314.00 feet; thence South 00°12'14" West, parallel with said East Section line, and along the West line of a 24.95 feet wide easement, 258.00 feet, Back to the Point of Beginning.

TOGETHER WITH AND SUBJECT TO:

Easement 1

A 66.00 feet wide easement for ingress, egress, and the installation and maintenance of public utilities, being part of the of the North One-half of the Southeast One-quarter of Section 25, T22N, R1E, Ogemaw Township, Ogemaw County, Michigan, with the South and East lines described as: Commencing at the East One-quarter Corner of said Section 25; thence S00°12'14"W, along the East Section line, 521.55 feet to the Point of Beginning; thence N86°33'06"W, parallel with the South One-eighth line, and along said South line, 1156.64 feet; thence S00°12'14"W, parallel with the East Section line, and along said East line, 342.21 feet to the Point of Ending.

Easement 2

A 66.00 feet wide easement for ingress, egress, and the installation and maintenance of public utilities, being part of the North One-half of the Southeast One-quarter of Section 25, T22N, R01E, Ogemaw Township, Ogemaw County, State of Michigan described as: Commencing at the East One-quarter corner of said section 25; thence S00°12'14"W, along the East line of said Section 25, 455.44 feet; thence N86°33'06"W, parallel with the South One-eighth line of said Section 25 and along the North line of a 66.00 feet wide prior easement, 1222.75 feet to the Northwest Corner of said prior easement and To the true Point of Beginning of the Following Described Easement; thence S00°12'14"W, along the west line of said prior easement, 66.11 feet; thence N86°33'06"W, parallel with said South One-eighth line, 968.01 feet; thence N00°12'14"E, parallel with said East Section line, 390.21 feet; thence S86°33'06"E, parallel with said South One-eighth line, 1034.11 feet; thence S00°12'14"W, parallel with said East Section line, 324.11 feet to the North line of said prior easement; thence N86°33'06"W, along the North line of said prior easement, 66.11 feet to said Northwest Corner of said prior easement; thence N00°12'14"E, parallel with said East Section line, 258.00 feet; thence N86°33'06"W, parallel with said South One-eighth line, 901.90 feet; thence S00°12'14"W, parallel with said East Section line, 258.00 feet; thence S86°33'06"E, parallel with said South One-eighth line, 901.90 feet, Back to the Point of Beginning.

Easement 3

An easement for ingress, egress, and the installation and maintenance of public utilities, being part of the North One-half

of the Southeast One-quarter of Section 25, T22N, R01E, Ogemaw Township, Ogemaw County, State of Michigan described as: Commencing at the East One-quarter corner of said section 25; thence S00°12'14"W, along the East line of said Section 25, 455.44 feet; thence N86°33'06"W, parallel with the South One-eighth line of said Section 25 and along the North line of a 66.00 feet wide prior easement, 1785.65 feet To the true Point of Beginning of the Following Described Easement; thence N86°33'06"W, parallel with said South One-eighth line and along the north line of said prior easement, 25.00 feet; thence N00°12'14"E, parallel with said East Section line, 258.00 feet; thence S86°33'06"E, parallel with said South One-eighth line, 25.00 feet; thence S00°12'14"W, parallel with said East Section line, 258.00 feet, Back to the Point of Beginning.



Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

DOC NO: 3172999

02/02/2022 11:17:52 AM PAGES: 3

DWD FEE: 30.00

DENISE SIMMONS, OGE MAW CO. REGISTER

WARRANTY DEED

File No.: 21-57215-37-A

THE GRANTOR, The City of West Branch, a Michigan Municipal Corporation

whose address is: 121 North 4th Street, West Branch, MI 48661

conveys and Warrants to The Branches, LLC, a Michigan Limited Liability Company

whose address is: 619 South Mission Road, Mount Pleasant, MI 48858

THE FOLLOWING DESCRIBED LAND SITUATED IN THE TOWNSHIP OF OGE MAW, COUNTY OF OGE MAW, AND STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS:

Part of the North One-half of the Southeast One-quarter of Section 25, Town 22 North, Range 01 East, described as: Commencing at the East One-quarter corner of said section 25; thence South 00°12'14" West, along the East line of said Section 25, 455.44 feet; thence North 86°33'06" West, parallel with the South One-eighth line of said Section 25 and along the North line of a 66.00 feet wide easement 1810.65 feet To the true Point of Beginning of the Following Described Parcel of Land; thence North 86°33'06" West, parallel with said South One-eighth line, 314.00 feet; thence North 00°12'14" East, parallel with said East Section line, and along the East line of a 66.00 feet wide easement, 258.00 feet; thence South 86°33'06" East, parallel with said South One-eighth line, and along the South line of a 66.00 feet wide easement, 314.00 feet; thence South 00°12'14" West, parallel with said East Section line, and along the West line of a 24.95 feet wide easement, 258.00 feet, Back to the Point of Beginning.

TOGETHER WITH AND SUBJECT TO:

Easement 1

A 66.00 feet wide easement for ingress, egress, and the installation and maintenance of public utilities, being part of the of the North One-half of the Southeast One-quarter of Section 25, T22N, R1E, Ogemaw Township, Ogemaw County, Michigan, with the South and East lines described as: Commencing at the East One-quarter Corner of said Section 25; thence S00°12'14"W, along the East Section line, 521.55 feet to the Point of Beginning; thence N86°33'06"W, parallel with the South One-eighth line, and along said South line, 1156.64 feet; thence S00°12'14"W, parallel with the East Section line, and along said East line, 342.21 feet to the Point of Ending.

CISLO TITLE CO
21-57215-37-A

Easement 2

A 66.00 feet wide easement for Ingress, egress, and the installation and maintenance of public utilities, being part of the North One-half of the Southeast One-quarter of Section 25, T22N, R01E, Ogemaw Township, Ogemaw County, State of Michigan described as: Commencing at the East One-quarter corner of said section 25; thence S00°12'14"W, along the East line of said Section 25, 455.44 feet; thence N86°33'06"W, parallel with the South One-eighth line of said Section 25 and along the North line of a 66.00 feet wide prior easement, 1222.75 feet to the Northwest Corner of said prior easement and To the true Point of Beginning of the Following Described Easement; thence S00°12'14"W, along the west line of said prior easement, 66.11 feet; thence N86°33'06"W, parallel with said South One-eighth line, 988.01 feet; thence N00°12'14"E, parallel with said East Section line, 390.21 feet; thence S86°33'06"E, parallel with said South One-eighth line, 1034.11 feet; thence S00°12'14"W, parallel with said East Section line, 324.11 feet to the North line of said prior easement; thence N86°33'06"W, along the North line of said prior easement, 66.11 feet to said Northwest Corner of said prior easement; thence N00°12'14"E, parallel with said East Section line, 258.00 feet; thence N86°33'06"W, parallel with said South One-eighth line, 901.90 feet; thence S00°12'14"W, parallel with said East Section line, 258.00 feet; thence S86°33'06"E, parallel with said South One-eighth line, 901.90 feet, Back to the Point of Beginning.

Easement 3

An easement for ingress, egress, and the installation and maintenance of public utilities, being part of the North One-half of the Southeast One-quarter of Section 25, T22N, R01E, Ogemaw Township, Ogemaw County, State of Michigan described as: Commencing at the East One-quarter corner of said section 25; thence S00°12'14"W, along the East line of said Section 25, 455.44 feet; thence N86°33'06"W, parallel with the South One-eighth line of said Section 25 and along the North line of a 66.00 feet wide prior easement, 1785.65 feet To the true Point of Beginning of the Following Described Easement; thence N86°33'06"W, parallel with said South One-eighth line and along the north line of said prior easement, 25.00 feet; thence N00°12'14"E, parallel with said East Section line, 258.00 feet; thence S86°33'06"E, parallel with said South One-eighth line, 25.00 feet; thence S00°12'14"W, parallel with said East Section line, 258.00 feet, Back to the Point of Beginning.

Tax Parcel No.: Part of 65-011-025-024-25 / 052-625-002-02 (New for 2022)
Commonly known as: V/L Phase II, West Branch, MI 48661

for the sum of EIGHT THOUSAND FIVE HUNDRED TWENTY AND 00/100 Dollars (\$8,520.00)
207.505 Sec. 5(h)
207.526 Sec. 6(h)(l)

The Grantor grants to the Grantee the right to make _____ divisions under section 108 of the land division act, Act 288 of the Public Act of 1967.

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or 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."

Subject to easements, reservations, use, building and other restrictions of record, if any.

Dated: January 27, 2022

The City of West Branch

By: [Signature] City Manager
John Dantzer, City Manager

STATE OF MICHIGAN
COUNTY OF OGEMAW

Acknowledged by John Dantzer, City Manager of The City of West Branch before me on 27th day of January, 2022.

[Signature]

Notary Public Signature
Notary Public, State of Michigan, COUNTY OF OGEMAW
My Commission Expires:

Recording Fee \$35.00 State Transfer Tax \$Exempt County Revenue Stamps \$Exempt

Drafted by:
John Dantzer
The City of West Branch
121 North 4th Street
West Branch, MI 48661

When recorded return to:

Dan Fransee
The Branches, LLC
619 South Mission Road
Mount Pleasant, MI 48856

Cislo Title

CISLO TITLE CO.
1208 S Saginaw St
Flint, MI 48502

note

AMY L. SISOWSKY
NOTARY PUBLIC, STATE OF MI
COUNTY OF GENESSEE
MY COMMISSION EXPIRES Mar 21, 2028
ACTING IN COUNTY OF

Ogemaw



CISLO TITLE COMPANY
Title Insurance & Escrow Services

CERTIFICATION OF TAXES IS PENDING
NOTICE OF A HOMESTEAD DENIAL OR
UNCAPPING BY THE MICHIGAN DEPT.
OF TREASURY AND/OR THE LOCAL UNIT.

I hereby certify that for the five years preceding
date of said instrument there are no tax liens of
title held by the State for any unpaid taxes, except
such as may be in the process of collecting.

2-2-2022
West Branch, MI

[Signature]
Ogemaw County Treasurer

DOC NO: 3173184

02/16/2022 11:15:10 AM PAGES: 3

DWD FEE: 30.00

DENISE SIMMONS, OGE MAW CO. REGISTER



WARRANTY DEED

File No.: 21-57215-37

THE GRANTOR, City of West Branch, a Michigan Municipal Corporation

whose address is: 121 North 4th Street, West Branch, MI 48661

conveys and Warrants to The Branches, LLC, a Michigan Limited Liability Company

whose address is: 619 South Mission Street, Mount Pleasant, MI 48858

THE FOLLOWING DESCRIBED LAND SITUATED IN THE TOWNSHIP OF OGE MAW, COUNTY OF OGE MAW, AND STATE OF MICHIGAN, AND MORE PARTICULARLY DESCRIBED AS:

PART OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 25, TOWN 22 NORTH, RANGE 01 EAST, DESCRIBED AS: COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 25; THENCE SOUTH 00°12' 14" WEST, ALONG THE EAST LINE OF SAID SECTION 25, 455.44 FEET; THENCE NORTH 86°33' 06" WEST, PARALLEL WITH THE SOUTH ONE EIGHTH LINE OF SAID SECTION 25 AND ALONG THE NORTH LINE OF A 66.00 FEET WIDE EASEMENT, 1222.75 FEET TO THE WEST LINE OF A 66.00 FEET WIDE EASEMENT, AND TO THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE NORTH 86°33'06" WEST, PARALLEL WITH SAID SOUTH ONE-EIGHTH LINE, 562.90 FEET; THENCE N 00°12'14" EAST, PARALLEL WITH SAID EAST SECTION LINE, AND ALONG THE EAST LINE OF A 24.95 FEET WIDE EASEMENT, 258.00 FEET; THENCE SOUTH 86°33'06" EAST, PARALLEL WITH SAID SOUTH ONE-EIGHTH LINE, AND ALONG THE SOUTH LINE OF A 66.00 FEET WIDE EASEMENT, 562.90 FEET; THENCE SOUTH 00°12'14" WEST, PARALLEL WITH SAID EAST SECTION LINE, AND ALONG THE WEST LINE OF A 66,00 FEET WIDE EASEMENT, 258.00 FEET, BACK TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO:

Easement 1

A 66.00 feet wide easement for ingress, egress, and the installation and maintenance of public utilities, being part of the of the North One-half of the Southeast One-quarter of Section 25, T22N, R1E, Ogemaw Township, Ogemaw County, Michigan, with the South and East lines described as: Commencing at the East One-quarter Corner of said Section 25; thence S00°12'14"W, along the East Section line, 521.55 feet to the Point of Beginning; thence N86°33'06"W, parallel with the South One-eighth line, and along said South line, 1156.64 feet; thence S00°12'14"W, parallel with the East Section line, and along said East line, 342.21 feet to the Point of Ending.

Warranty Deed (April 10, 2018)

2/16/2022 10:05:00 AM

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Page 1 of 3

21-57215-37



Easement 2

A 66.00 feet wide easement for ingress, egress, and the installation and maintenance of public utilities, being part of the North One-half of the Southeast One-quarter of Section 25, T22N, R01E, Ogemaw Township, Ogemaw County, State of Michigan described as: Commencing at the East One-quarter corner of said section 25; thence S00°12'14"W, along the East line of said Section 25, 455.44 feet; thence N86°33'06"W, parallel with the South One-eighth line of said Section 25 and along the North line of a 66.00 feet wide prior easement, 1222.75 feet to the Northwest Corner of said prior easement and To the true Point of Beginning of the Following Described Easement; thence S00°12'14"W, along the west line of said prior easement, 66.11 feet; thence N86°33'06"W, parallel with said South One-eighth line, 968.01 feet; thence N00°12'14"E, parallel with said East Section line, 390.21 feet; thence S86°33'06"E, parallel with said South One-eighth line, 1034.11 feet; thence S00°12'14"W, parallel with said East Section line, 324.11 feet to the North line of said prior easement; thence N86°33'06"W, along the North line of said prior easement, 66.11 feet to said Northwest Corner of said prior easement; thence N00°12'14"E, parallel with said East Section line, 258.00 feet; thence N86°33'06"W, parallel with said South One-eighth line, 901.90 feet; thence S00°12'14"W, parallel with said East Section line, 258.00 feet; thence S86°33'06"E, parallel with said South One-eighth line, 901.90 feet, Back to the Point of Beginning.

Easement 3

An easement for ingress, egress, and the installation and maintenance of public utilities, being part of the North One-half of the Southeast One-quarter of Section 25, T22N, R01E, Ogemaw Township, Ogemaw County, State of Michigan described as: Commencing at the East One-quarter corner of said section 25; thence S00°12'14"W, along the East line of said Section 25, 455.44 feet; thence N86°33'06"W, parallel with the South One-eighth line of said Section 25 and along the North line of a 66.00 feet wide prior easement, 1785.65 feet To the true Point of Beginning of the Following Described Easement; thence N86°33'06"W, parallel with said South One-eighth line and along the north line of said prior easement, 25.00 feet; thence N00°12'14"E, parallel with said East Section line, 258.00 feet; thence S86°33'06"E, parallel with said South One-eighth line, 25.00 feet; thence S00°12'14"W, parallel with said East Section line, 258.00 feet, Back to the Point of Beginning.

Tax Parcel No.: Part of 65-011-025-024-25 / 052-625-002-01 (New for 2022)
Commonly known as: V/L Phase I, West Branch, MI 48661

for the sum of TWELVE THOUSAND FIVE HUNDRED SIXTY AND 00/100 Dollars (\$12,560.00)
207.505 Sec. 5(h)
207.526 Sec. 6(h)(i)

The Grantor grants to the Grantee the right to make _____ divisions under section 108 of the land division act, Act 288 of the Public Act of 1967.

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or 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."

Subject to easements, reservations, use, building and other restrictions of record, if any.

Dated: January 27, 2022

City of West Branch

By: [Signature]
John Dantzer, City Manager

STATE OF MICHIGAN
COUNTY OF OGEMAW

Acknowledged by John Dantzer, City Manager of City of West Branch before me on 27th day of January, 2022.

[Signature]
Notary Public Signature
Notary public, State of Michigan, COUNTY OF OGEMAW
My Commission Expires:

Recording Fee \$30.00 State Transfer Tax \$Exempt County Revenue Stamps \$Exempt

Drafted by:
John Dantzer
City of West Branch
121 North 4th Street
West Branch, MI 48661

When recorded return to:
Bart Blystone
The Branches, LLC
619 South Mission Street
Mount Pleasant, MI 48858

AMY L. SISOVSKY
NOTARY PUBLIC, STATE OF MI
COUNTY OF GENESEE
MY COMMISSION EXPIRES Mar 21, 2022
ACTING IN COUNTY OF

Ogemaw



CERTIFICATION OF TAXES IS PENDING
NOTICE OF A HOMESTEAD DENIAL OR
UNCAPPING BY THE MICHIGAN DEPT.
OF TREASURY AND/OR THE LOCAL UNIT.

I hereby certify that for the five years preceding
date of said instrument there are no tax liens of
title held by the State for any unpaid taxes, except
such as may be in the process of collecting.

2-16-2022
West Branch, MI

[Signature]
Ogemaw County Treasurer



Privacy Policy Notice

Purpose of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Cislo Title Company and its affiliates.

Types of Information

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.

- Information about your transactions we secure from our files, or from [our affiliates or] others.

- Information we receive from a consumer reporting agency.

- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

Use of Information

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Confidentiality and Security

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



A. Yvonne DeRoso
Associate Broker
Realtor
Direct: 989-387-8887
3148 W M-55 - West Branch - MI 48661
YvonneDeRosoRealtor@gmail.com



July 6, 2023

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

RE: Property Buy Back Compensation

Please accept this as my request for compensation for time spent drafting and coordinating the Buy Back of the Investment Property (65-052-625-002-01, 65-052-625-002-02) located off of M-30 in the City of West Branch from The Branches LLC.

Compensation request: \$200 to be paid following the closing.

Pay to the order of Morris-Richardson Real Estate

Thank you!

Sincerely,

A. Yvonne DeRoso, Assoc. Broker

Morris-Richardson Real Estate
Celebrating over 60 Years in Business!
3148 W. M-55
West Branch, MI 48661
989-387-8887 Direct Line

**NOTICE OF INTENT RESOLUTION 23-20
CAPITAL IMPROVEMENT BONDS**

CITY OF WEST BRANCH
County of Ogemaw, State of Michigan

Minutes of a regular meeting of the City Council of the City of West Branch, County of Ogemaw, State of Michigan, held on the 10th day of July, 2023, at 6:00 p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of West Branch, County of Ogemaw, State of Michigan (the "City") intends to issue general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in one or more series, in an aggregate principal amount of not to exceed Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) (the "Bonds"), for the purpose of paying the costs of streetscape improvements in the City, including related water mains and all appurtenances and attachments thereto (the "Project"); and

WHEREAS, a notice of intent to issue the Bonds must be published before the issuance of the Bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is authorized and directed to publish a notice of intent to issue bonds in the *Ogemaw County Herald*, a newspaper of general circulation in the City.

2. The notice of intent shall be published as a display advertisement not less than one-quarter (1/4) page in size in substantially the form attached to this resolution as Exhibit A.

3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is the method best calculated to give notice to the City's electors and taxpayers residing in the boundaries of the City of the City's intent to issue the Bonds, the maximum amount of the Bonds, the purpose of the Bonds, the source of payment for the Bonds and the right of referendum relating thereto, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from funds of the City subsequent to sixty (60) days prior to today.
- (b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$2,250,000.
- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

Lori Ann Clover
City Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City Council of the City of West Branch, County of Ogemaw, State of Michigan, at a regular meeting held on July 10, 2023, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that minutes of the meeting were kept and will be or have been made available as required by said Act.

Lori Ann Clover
City Clerk

EXHIBIT A

NOTICE TO TAXPAYERS AND ELECTORS OF THE CITY OF WEST BRANCH OF INTENT TO ISSUE BONDS AND THE RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City of West Branch, County of Ogemaw, State of Michigan (the "City"), intends to issue and sell its general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in one or more series, in an aggregate principal amount of not to exceed Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000), for the purpose of paying the costs of streetscape improvements in the City, including related water mains and all appurtenances and attachments thereto.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

BOND DETAILS

SAID BONDS will be payable in not to exceed thirty (30) years from date of issuance, with interest rates to be determined at a public or negotiated sale but in no event to exceed the maximum permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS RESIDING WITHIN THE BOUNDARIES OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Lori Ann Clover
City Clerk, City of West Branch

40819739.1/095815.00019

Founded in 1852
by Sidney Davy Miller



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June 26, 2023

Via Email Only

Mr. John Dantzer
City Manager
City of West Branch
121 N. Fourth St.
West Branch, MI 48661

Re: 2023 Capital Improvement Bonds/Streetscape Improvements

Dear John:

We look forward to again serving the City of West Branch (the "City") as bond counsel in connection with the proposed issuance of general obligation capital improvement bonds to finance the cost of the streetscape improvements in the City. You may be assured of our prompt and complete attention to this financing. It is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as bond counsel and the nature of our compensation.

Bond Counsel's Role

Bond Counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Our approving legal opinion with respect to the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price, and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and by other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

In performing our services as bond counsel, our client is the City and we will represent its interests. However, our representation of the City does not alter our responsibility to render an objective opinion as bond counsel. Upon delivery of the opinion our responsibilities as bond counsel will be concluded with respect to the Bonds.

Scope of Bond Counsel Services – What We Will Do

As bond counsel, we would provide the following services customarily performed by bond counsel respecting the authorization, sale, issuance and delivery of bonds:

1. Meet or consult with City officials, the City Council, if requested, the City's financial advisor, if any, and others to explain the legal nature of a proposed borrowing, the City's power to borrow and the limitations on that power, and consult with City officials and the financial advisor in the design of the bonding program and timing schedules.

2. Prepare all of the necessary resolutions, ordinances, notices, agreements and other documents to authorize, issue and sell the Bonds. We also would assist in preparing required filings with the Michigan Department of Treasury and the Internal Revenue Service and in preparing the portion of the official statement respecting the Bonds. We also will advise the City regarding relevant disclosure obligations under SEC Rule 15c2-12 in connection with the marketing and sale of municipal securities.

3. Examine the tax issues related to the Bonds (done by an attorney specializing in the requirements of the Internal Revenue Code as they apply to municipal tax-exempt bonds) to assure that all requirements of the Internal Revenue Code are complied with and that any adverse tax consequences are minimized.

4. Participate in the sale and delivery of the Bonds in order to handle legal matters that may arise at those times.

5. Prepare the bond form for printing definitive bonds for delivery to the purchaser.

6. Give the approving opinion as to validity and enforceability of the Bonds and their authorizing documents and as to the exemption of the interest on the Bonds from federal and state income taxation.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. We are not registered municipal advisors under the federal Dodd-Frank Act and therefore we will not assume the responsibilities of a municipal finance advisor or the professional responsibilities of any other advisor with respect to non-legal matters.

Limitations on Services

We believe that the above services encompass the normal scope of bond counsel activities. Our services as bond counsel do not include activities outside of that norm, such as review of construction contracts, condemnation, title issues or recording deeds involved in land acquisition or representation of the City in litigation or administrative proceedings that might

arise in connection with the Bonds. The matters are handled by the City's attorneys or others the City may employ.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to the Bonds, including the rebate requirements of Code Section 148(f), if applicable, as described in an exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Bonds, or in connection with any audit or examination of the Bonds by the Internal Revenue Service. However, we would be available to assist with rebate calculations or any audit or examination as a separate engagement.

Conflict of Interest Policy

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. At one time or another, our firm has represented nearly every large and many smaller commercial and investment banks and other bond purchasers that do business in Michigan.

We are not representing and do not intend to represent any other party in this financing. We do not believe that our representation in unrelated matters of the various other parties both in and out of the municipal area will affect our ability to serve the City as bond counsel.

We are not representing and do not intend to represent any other party in this financing. However, we wish to remind you of our representation in other unrelated matters of Mercantile Bank of Michigan. Since Miller Canfield does periodically and regularly represent Mercantile Bank of Michigan in unrelated matters, we need your consent and waiver of any conflict of interest that might be presented by these representations in order for our firm to proceed with this engagement. We do not believe that our representation of Mercantile Bank of Michigan in unrelated matters will impair our ability to serve the City as bond counsel. With this disclosure and the City's consent, we believe that we may represent the City effectively and efficiently. We have received a similar consent from Mercantile Bank of Michigan regarding our representation of the City in this matter. We, of course, would decline to represent any client in a matter involving the City that would conflict with our services to the City as bond counsel for the above issue. Moreover, before we would represent a client adverse to the City in any area not involving the bond issue, we would advise the City before undertaking such representation.

Fees

Assuming the Bonds are issued in a single series of approximately \$2,000,000, our fee as bond counsel would be \$17,500, inclusive of expenses. Our customary practice is to submit our invoice for payment at the time of the delivery of the Bonds to be paid from the proceeds of the Bonds.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

John Dantzer

-4-

June 26, 2023

We welcome this opportunity to be of service to the City and look forward to working with you. If you have any questions regarding this letter, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By:



Thomas D. Colis

RESOLUTION #23-21

WHEREAS, the City developed a COVID 19 preparedness and response plan in response to the COVID 19 pandemic; and

WHEREAS, Council approved the plan on November 16, 2020 and approved updates on May 6, 2021; May 18, 2021; and January 25, 2022, and

WHEREAS, on May 5, 2023, the World Health Organization declared an end to the global Public Health Emergency, and

WHEREAS with the end of the health emergency, it is no longer required to have a COVID 19 plan, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby discontinues the COVID 19 preparedness and response plan including all job restrictions and additional pay.

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, JUNE 19, 2023.

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

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

Absent: Member Carol Adair

Other officers present: City Manager John Dantzer, City Clerk Lori Ann Clover, and DPW Supervisor Mike Killackey.

All stood for the Pledge of Allegiance.

* * * * *

Bob Hutchins from the Historical Society addressed Council. The Historical Society was formed in 1978 as a 501C3. In 1988 a museum was established on South Fifth Street. In 2012 the Bloomfield house on South Second Street was donated. This museum opened up in 2015 while still under renovation. The museum covers the entire county. Tours are available by contacting the curator. They will be placing another order for the "100 Year" Books if anyone is interested. Mr. Hutchins thanked Council Members for the City being a lifetime member of the Historical Society. Brochures and flyers were provided. There will be two showings of "Music on the Porch" July 11th and August 8th at 6:30 pm. The Society also provided two \$1,000 scholarships for the graduating class this year. They are in constant need of volunteers so please spread the word.

* * * * *

MOTION BY BENNETT, SECOND BY JACKSON, TO APPROVE PAYMENT OF THE BILLS IN THE AMOUNT OF \$34,788.05.

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

No – None Absent – Adair Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY PUGH, TO EXCUSE MEMBER ADAIR FROM TODAY’S MEETING.

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

No – None Absent – Adair Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY BENNETT TO APPROVE RESOLUTION 23-18 SEWER RATES.

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

No – None Absent – Adair Motion carried

RESOLUTION #23-18
SEWER RATES

WHEREAS, the West Branch City Council is authorized by Ordinance to set water and sewer rates by resolution, and
 WHEREAS, the rates are established to cover all financial obligations of the water system and the sewer system, and
 WHEREAS, the West Branch City Council and staff have performed an in-depth review of the rate structures;

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby sets the ready to serve rates for the sewer system as follows:

WATER METER SIZE	READY TO SERVE FEE
5/8" OR 3/4"	\$4.80
1"	\$8.54
1 1/4"	\$13.34
1 1/2"	\$19.20
2"	\$34.14
3"	\$76.82
4"	\$136.56

FURTHER BE IT RESOLVED, that the West Branch City Council hereby sets the consumption rates as follows:

	SEWER	SEWER COLLECTION	SEWER DEBT
0-10,000 gallons -	\$5.30	\$1.52	\$6.26
10,001-100,000 gallons -	\$5.79	\$1.67	\$6.26
100,001+-	\$6.29	\$1.82	\$6.26

* * * * *

MOTION BY BENNETT, SECOND BY SHOWALTER TO APPROVE RESOLUTION 23-19 2022/2023 BUDGET AMENDMENT.

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

No – None

Absent – Adair

Motion carried

RESOLUTION #23-19

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

WHEREAS, the revenues in Fund 101, General Fund, were increased due to the understatement of the personal property tax loss calculation, and

WHEREAS, the expenses in Fund 101, General Fund, were increased due to an understatement of health insurance and MERS expenses in the police and public works line items, and

WHEREAS, the revenues in Fund 590, Sewer Fund, were increased due to the understatement of late fees and lab service fees, and

WHEREAS, the expenses in Fund 590, Sewer Fund, were increased due to the understatement of health insurance and MERS expenses, and

WHEREAS, the revenues in Fund 591, Water Fund, were increased due to the understatement of penalties, and

WHEREAS, the expenses in Fund 591, Water Fund, were increased due to an understatement of health insurance, contractual services, and equipment rental., and

WHEREAS, the revenues and expenses in Fund 592, Water Replacement fund were both increased due to grant work being done, and

WHEREAS, the expenses in Fund 202, Major Street Fund, were increased due to an understatement in the transfer to Local Street Fund line item, and

WHEREAS, the revenues and expenses in Fund 243, Brownfield Authority Fund, were increased due to grant work performed at a local Brownfield site, and

WHEREAS, the revenues in Fund 661, Equipment Fund were decreased due to the grant reimbursement for the DPW service truck not being received during this fiscal year, and

WHEREAS, the expenses in Fund 661, Equipment Fund were increased due to higher than anticipated repairs in both the general equipment repairs and police line item repairs, and

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

GL NUMBER	DESCRIPTION	2022-23 CURRENT BUDGET	2022-23 AMENDED BUDGET
Fund 101 - GENERAL FUND			
Revenues			
Dept 000.000			
101-000.000-401.000	TAXES CONTROL (MANDATORY)	0.00	0.00
101-000.000-403.400	CURRENT PROPERTY TAX GEN.OP.	888,000.00	888,000.00
101-000.000-404.400	CURRENT PROPERTY TAX REFUSE	182,000.00	182,000.00
	PERSONAL PROPERTY TAX LOSS		
101-000.000-408.400	REIMBURSEMENT	61,500.00	131,000.00
101-000.000-446.400	PENALTIES AND INTEREST CUR.TA	13,865.00	13,865.00
101-000.000-448.400	ADMINISTRATIVE FEES ON CUR.TA	33,350.00	33,350.00
101-000.000-477.400	CABLE TV FRANCHISE FEES	36,000.00	36,000.00
101-000.000-528.000	OTHER FEDERAL GRANTS	0.00	0.00
101-000.000-540.400	MDOT FEDERAL REVENUE	0.00	0.00
101-000.000-564.400	INDUSTRIAL PARK ADMIN FEE	1,000.00	1,000.00
101-000.000-574.400	SALES (STATUTORY)	31,945.00	31,945.00
101-000.000-575.400	REVENUE SHARING (CONSTITUTIONAL)	222,000.00	222,000.00
101-000.000-577.400	LIQUOR LICENSE	4,345.00	4,345.00
101-000.000-590.400	SEWER FUND ADMINISTRATION	50,000.00	50,000.00
101-000.000-590.401	SEWER COLLECTION ADMIN.	16,000.00	16,000.00
101-000.000-591.400	WATER FUND ADMINISTRATION	20,000.00	20,000.00
101-000.000-592.400	LOCAL STREET ADMIN. FEE	4,400.00	4,400.00
101-000.000-593.400	MAJOR STREET ADMIN. FEE	9,500.00	9,500.00
101-000.000-594.400	CEMETERY ADMIN. FEE	1,000.00	1,000.00

101-000.000-597.400	DDA ADMINISTRATIVE	2,400.00	2,400.00
101-000.000-634.400	GRANT	0.00	0.00
101-000.000-638.400	PROJECT INCOME	0.00	0.00
101-000.000-661.400	EQUIPMENT FUND ADMIN FEE	12,000.00	12,000.00
101-000.000-664.400	INTEREST INCOME	300.00	300.00
101-000.000-672.400	VETERAN BANNER CONTRIBUTIONS	2,800.00	2,800.00
101-000.000-693.400	NSF FEES	0.00	0.00
101-000.000-695.400	MISCELLANEOUS	19,500.00	19,500.00
101-000.000-695.405	REFUSE RECYCLING DONATIONS	0.00	0.00
Total Dept 000.000		1,611,905.00	1,681,405.00
Dept 262.000 - ELECTIONS			
Total Dept 262.000 - ELECTIONS		3,600.00	3,600.00
Dept 265.000 - MUNICIPAL PROPERTIES			
Total Dept 265.000 - MUNICIPAL PROPERTIES		4,475.00	4,475.00
Dept 265.999 - INSTALLMENT PURCHASE AGREEMENT EXPENSE			
Total Dept 265.999 - INSTALLMENT PURCHASE AGREEMENT EXPENSE		0.00	0.00
Dept 284.000 - COMMUNITY PROMOTIONS			
Total Dept 284.000 - COMMUNITY PROMOTIONS		0.00	0.00
Dept 301.000 - POLICE DEPARTMENT			
Total Dept 301.000 - POLICE DEPARTMENT		139,092.00	139,092.00
Dept 441.000 - PUBLIC WORKS DEPARTMENT			
Total Dept 441.000 - PUBLIC WORKS DEPARTMENT		88,640.00	88,640.00
Dept 528.000 - SOLID WASTE			
Total Dept 528.000 - SOLID WASTE		6,340.00	6,340.00
Dept 721.000 - PLANNING AND ZONING			
Total Dept 721.000 - PLANNING AND ZONING		3,000.00	3,000.00
Dept 751.000 - PARKS AND RECREATION			
Total Dept 751.000 - PARKS AND RECREATION		4,300.00	4,300.00
TOTAL REVENUES		1,861,352.00	1,930,852.00
Expenditures			
Dept 000.000			
Total Dept 000.000		0.00	0.00
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	139,289.00	139,289.00
Dept 201.000 - INTERNAL SERVICES		
Total Dept 201.000 - INTERNAL SERVICES	45,575.00	45,575.00
Dept 209.000 - PROPERTY ASSESSMENT REVIEW		
Total Dept 209.000 - PROPERTY ASSESSMENT REVIEW	13,430.00	13,430.00
Dept 215.000 - CITY CLERK		
Total Dept 215.000 - CITY CLERK	71,579.00	71,579.00
Dept 228.000 - TECHNOLOGY		
Total Dept 228.000 - TECHNOLOGY	22,400.00	22,400.00
Dept 253.000 - CITY TREASURER		
Total Dept 253.000 - CITY TREASURER	110,455.00	110,455.00
Dept 262.000 - ELECTIONS		
Total Dept 262.000 - ELECTIONS	4,629.00	4,629.00
Dept 265.000 - MUNICIPAL PROPERTIES		
Total Dept 265.000 - MUNICIPAL PROPERTIES	53,597.00	53,597.00
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	27,001.00	27,001.00
Dept 284.000 - COMMUNITY PROMOTIONS		
Total Dept 284.000 - COMMUNITY PROMOTIONS	18,831.00	18,831.00
Dept 299.000 - CITY SERVICES		
Total Dept 299.000 - CITY SERVICES	57,400.00	57,400.00
Dept 301.000 - POLICE DEPARTMENT		
101-301.000-702.700 PROMOTION/BONUS	325.00	325.00
101-301.000-703.700 SALARIES AND WAGES	297,000.00	297,000.00
101-301.000-705.700 CHIEF OF POLICE	69,400.00	69,400.00
101-301.000-706.700 COMMUNITY POLICING	0.00	0.00
101-301.000-708.700 SICK LEAVE PAYOUT	250.00	250.00
101-301.000-710.700 OVERTIME	10,500.00	10,500.00
101-301.000-713.700 EMP. HEALTH OPTION	1,045.00	1,045.00
101-301.000-714.700 MANDATORY MEDICARE	5,583.00	5,583.00

101-301.000-715.700	SOCIAL SECURITY (EMPLOYER)	23,709.00	23,709.00
101-301.000-716.700	HEALTH INSURANCE PREMIUM	49,449.00	65,200.00
101-301.000-717.700	LIFE INSURANCE PREMIUM	1,105.00	1,105.00
101-301.000-718.700	MERS RETIREMENT (EMPLOYER)	96,000.00	106,000.00
101-301.000-718.701	EMPLOYER DEFERED COMP.	7,500.00	7,500.00
101-301.000-719.700	LONG TERM DISABILITY	3,582.00	3,582.00
101-301.000-720.700	WORKERS COMPENSATION PREMIUM	9,100.00	9,100.00
101-301.000-724.700	UNEMPLOYMENT INS. BENEFIT	85.00	85.00
101-301.000-727.700	OPERATING SUPPLIES	5,000.00	5,000.00
101-301.000-801.700	CONTRACTUAL SERVICES	3,630.00	3,630.00
101-301.000-811.700	MEMBERSHIP AND DUES	718.00	718.00
101-301.000-817.700	UNIFORMS	6,300.00	6,300.00
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	6,057.00	6,057.00
101-301.000-956.700	EXPENSES	13,448.00	13,448.00
101-301.000-956.702	YOUTH SAFETY EXPENSE	2,000.00	2,000.00
101-301.000-956.703	K-9 EXPENSES	1,730.00	1,730.00
101-301.000-956.707	FORFEITURE EXPENSE	0.00	0.00
101-301.000-957.700	EDUCATION AND TRAINING LOCAL	5,600.00	5,600.00
101-301.000-957.701	EDUCATION 302	1,000.00	1,000.00
101-301.000-968.700	STING	4,000.00	4,000.00
101-301.000-977.700	CAPITAL ACQUISITIONS	0.00	0.00
Total Dept 301.000 - POLICE DEPARTMENT		638,616.00	664,367.00
Dept 336.000 - FIRE			
Total Dept 336.000 - FIRE		27,540.00	27,540.00
Dept 345.000 - CROSSING GUARDS			
Total Dept 345.000 - CROSSING GUARDS		8,046.00	8,046.00
Dept 441.000 - PUBLIC WORKS DEPARTMENT			
101-441.000-702.700	PROMOTION/BONUS	275.00	275.00
101-441.000-703.700	SALARIES AND WAGES	66,175.00	66,175.00
101-441.000-708.700	SICK LEAVE PAYOUT	0.00	0.00
101-441.000-710.700	OVERTIME	1,755.00	1,755.00
101-441.000-713.700	EMP. HEALTH OPTION	1,500.00	1,500.00
101-441.000-714.700	MANDATORY MEDICARE	991.00	991.00
101-441.000-715.700	SOCIAL SECURITY (EMPLOYER)	4,210.00	4,210.00
101-441.000-716.700	HEALTH INSURANCE PREMIUM	23,866.00	23,866.00
101-441.000-717.700	LIFE INSURANCE PREMIUM	824.00	824.00
101-441.000-718.700	MERS RETIREMENT (EMPLOYER)	80,000.00	87,500.00
101-441.000-718.701	EMPLOYER DEFERED COMP.	4,389.00	4,389.00
101-441.000-719.700	LONG TERM DISABILITY	2,500.00	2,500.00
101-441.000-720.700	WORKERS COMPENSATION PREMIUM	2,776.00	2,776.00
101-441.000-724.700	UNEMPLOYMENT INS. BENEFIT	10.00	10.00
101-441.000-727.700	OPERATING SUPPLIES	7,000.00	7,000.00

101-441.000-801.700	CONTRACTUAL SERVICES	1,799.00	1,799.00
101-441.000-801.701	INFRASTRUCTURE PROJECT	0.00	0.00
101-441.000-817.700	UNIFORMS	3,400.00	3,400.00
101-441.000-853.700	TELEPHONE/RADIO COMMUNICATION	5,027.00	5,027.00
101-441.000-865.700	PROFESSIONAL DEVELOPMENT	2,000.00	2,000.00
101-441.000-941.700	EQUIPMENT RENTAL	12,000.00	12,000.00
101-441.000-956.700	EXPENSES	600.00	600.00
101-441.000-956.708	INSURANCE CLAIM EXPENSE	0.00	0.00
Total Dept 441.000 - PUBLIC WORKS DEPARTMENT		221,097.00	228,597.00
Dept 444.000 - SIDEWALKS			
Total Dept 444.000 - SIDEWALKS		0.00	0.00
Dept 528.000 - SOLID WASTE			
Total Dept 528.000 - SOLID WASTE		213,033.00	213,033.00
Dept 537.000 - AIRPORT			
Total Dept 537.000 - AIRPORT		52,610.00	52,610.00
Dept 721.000 - PLANNING AND ZONING			
Total Dept 721.000 - PLANNING AND ZONING		4,471.00	4,471.00
Dept 728.000 - ECONOMIC DEVELOPMENT			
Total Dept 728.000 - ECONOMIC DEVELOPMENT		0.00	0.00
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		65,309.00	65,309.00
Dept 851.000 - INSURANCE AND RISK MANAGEMENT			
Total Dept 851.000 - INSURANCE AND RISK MANAGEMENT		15,500.00	15,500.00
Dept 900.000 - BAD DEBT			
Total Dept 900.000 - BAD DEBT		0.00	0.00
Dept 965.000 - TRANSFERS			
Total Dept 965.000 - TRANSFERS		25,000.00	25,000.00
Dept 965.209 - TRANSFER TO CEMETERY			
Total Dept 965.209 - TRANSFER TO CEMETERY		17,222.00	17,222.00
Dept 965.736 - TRANS TO FUND 736 OPEB			
Total Dept 965.736 - TRANS TO FUND 736 OPEB		0.00	0.00

TOTAL EXPENDITURES	1,872,730.00	1,905,981.00
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Fund 101 - GENERAL FUND:

TOTAL REVENUES	1,861,352.00	1,930,852.00
TOTAL EXPENDITURES	1,872,730.00	1,905,981.00
NET OF REVENUES & EXPENDITURES	(11,378.00)	24,871.00
CARRYOVER	578,069.00	602,940.00

Fund 590 - SEWER FUND

Revenues

Dept 000.000

590-000.000-625.400	BILLINGS	559,000.00	559,000.00
590-000.000-626.400	PENALTIES	3,000.00	5,200.00
590-000.000-634.400	GRANT	0.00	0.00
590-000.000-644.400	TAP FEES	0.00	0.00
590-000.000-648.400	LAB SERVICE FEES	35,000.00	75,000.00
590-000.000-664.400	INTEREST INCOME	0.00	0.00
590-000.000-695.400	MISCELLANEOUS	0.00	0.00
590-000.000-699.400	TRANSFER IN	10,000.00	0.00
Total Dept 000.000		607,000.00	639,200.00

TOTAL REVENUES	607,000.00	639,200.00
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Expenditures

Dept 000.000

590-000.000-956.802	BAD DEBT EXPENSE	0.00	0.00
Total Dept 000.000		0.00	0.00

Dept 567.000 - TREATMENT PLANT

590-567.000-702.700	PROMOTION/BONUS	200.00	200.00
590-567.000-703.700	SALARIES AND WAGES	209,325.00	209,325.00
590-567.000-708.700	SICK LEAVE PAYOUT	0.00	0.00
590-567.000-710.700	OVERTIME	12,000.00	12,000.00
590-567.000-713.701	OTHER HEALTH BENEFITS	0.00	0.00
590-567.000-714.700	MANDATORY MEDICARE	3,231.00	3,231.00
590-567.000-715.700	SOCIAL SECURITY (EMPLOYER)	13,722.00	13,722.00
590-567.000-716.700	HEALTH INSURANCE PREMIUM	40,777.00	45,100.00
590-567.000-717.700	LIFE INSURANCE PREMIUM	700.00	700.00
590-567.000-718.700	MERS RETIREMENT (EMPLOYER)	51,000.00	59,100.00
590-567.000-718.701	EMPLOYER DEFERED COMP.	4,800.00	4,800.00
590-567.000-718.702	PENSION EXPENSE GASB 68	0.00	0.00
590-567.000-719.700	LONG TERM DISABILITY	2,050.00	2,050.00
590-567.000-720.700	WORKERS COMPENSATION PREMIUM	3,300.00	3,300.00
590-567.000-724.700	UNEMPLOYMENT INS. BENEFIT	35.00	35.00
590-567.000-727.700	OPERATING SUPPLIES	30,620.00	30,620.00
590-567.000-727.702	SAFETY SUPPLIES	1,000.00	1,000.00
590-567.000-727.703	LAB SUPPLIES	12,000.00	12,000.00

590-567.000-741.700	POSTAGE	2,781.00	2,781.00
590-567.000-752.700	LICENSES - PERMITS	4,000.00	4,000.00
590-567.000-782.700	ADMINISTRATION	50,000.00	50,000.00
590-567.000-801.700	CONTRACTUAL SERVICES	18,575.00	18,575.00
590-567.000-811.700	MEMBERSHIP AND DUES	625.00	625.00
590-567.000-817.700	UNIFORMS	2,430.00	2,430.00
590-567.000-818.700	INS. PREMIUM - LIABILITY	3,495.00	3,495.00
590-567.000-853.700	TELEPHONE/RADIO COMMUNICATION	2,160.00	2,160.00
590-567.000-865.700	PROFESSIONAL DEVELOPMENT	2,500.00	2,500.00
590-567.000-922.700	PUBLIC UTILITIES	88,000.00	88,000.00
590-567.000-934.700	FACILITY MAINTENANCE	4,430.00	4,430.00
590-567.000-936.700	EQUIPMENT MAINTENANCE	10,525.00	10,525.00
590-567.000-941.700	EQUIPMENT RENTAL	11,119.00	11,119.00
590-567.000-956.700	EXPENSES	0.00	0.00
590-567.000-966.700	DEPRECIATION	0.00	0.00
590-567.000-975.700	BUDGETED PERCENTAGE	12,942.00	12,942.00
Total Dept 567.000 - TREATMENT PLANT		598,342.00	610,765.00

Dept 965.573 - TRANSFER TO WWTP AUTHORITY

Total Dept 965.573 - TRANSFER TO WWTP AUTHORITY	8,000.00	8,000.00
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TOTAL EXPENDITURES	606,342.00	618,765.00
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Fund 590 - SEWER FUND:

TOTAL REVENUES	607,000.00	639,200.00
TOTAL EXPENDITURES	606,342.00	618,765.00
NET OF REVENUES & EXPENDITURES	658.00	20,435.00

Fund 591 - WATER FUND

Revenues

Dept 000.000

591-000.000-612.400	TRANS. FROM WATER REPLACEMENT	0.00	0.00
591-000.000-625.400	BILLINGS	503,410.00	503,410.00
591-000.000-626.400	PENALTIES	5,000.00	7,900.00
591-000.000-634.400	GRANT	0.00	0.00
591-000.000-644.400	TAP FEES	0.00	0.00
591-000.000-645.400	TURN ON CHARGES	0.00	0.00
591-000.000-646.400	HYDRANT RENTAL	17,995.00	17,995.00
591-000.000-647.400	METER SALES	0.00	0.00
591-000.000-664.400	INTEREST INCOME	0.00	0.00
591-000.000-695.400	MISCELLANEOUS	5,000.00	2,500.00
Total Dept 000.000		531,405.00	531,805.00

TOTAL REVENUES	531,405.00	531,805.00
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Expenditures

Dept 000.000			
591-000.000-703.700	SALARIES AND WAGES	46,746.00	49,545.00
591-000.000-710.700	OVERTIME	4,000.00	4,000.00
591-000.000-714.700	MANDATORY MEDICARE	804.00	804.00
591-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	3,416.00	3,416.00
591-000.000-716.700	HEALTH INSURANCE PREMIUM	9,177.00	10,200.00
591-000.000-718.700	MERS RETIREMENT (EMPLOYER)	1,202.00	1,202.00
591-000.000-718.701	EMPLOYER DEFERED COMP.	956.00	956.00
591-000.000-718.702	PENSION EXPENSE GASB 68	0.00	0.00
591-000.000-720.700	WORKERS COMPENSATION PREMIUM	1,890.00	1,890.00
591-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	10.00	10.00
591-000.000-727.700	OPERATING SUPPLIES	74,960.00	74,960.00
591-000.000-741.700	POSTAGE	2,655.00	2,655.00
591-000.000-782.700	ADMINISTRATION	20,000.00	20,000.00
591-000.000-801.700	CONTRACTUAL SERVICES	20,500.00	23,500.00
591-000.000-811.700	MEMBERSHIP AND DUES	355.00	355.00
591-000.000-818.700	INS. PREMIUM - LIABILITY	2,515.00	2,515.00
591-000.000-853.700	TELEPHONE/RADIO COMMUNICATION	460.00	460.00
591-000.000-865.700	PROFESSIONAL DEVELOPMENT	3,600.00	3,600.00
591-000.000-922.700	PUBLIC UTILITIES	14,500.00	14,500.00
591-000.000-941.700	EQUIPMENT RENTAL	34,000.00	35,500.00
591-000.000-956.700	EXPENSES	2,525.00	2,525.00
591-000.000-966.700	DEPRECIATION	0.00	0.00
591-000.000-994.700	BOND	0.00	0.00
591-000.000-995.700	INTEREST DUE ON BONDS	0.00	0.00
Total Dept 000.000		244,271.00	249,794.00
Dept 000.592 - TRANSFER TO REPLACEMENT			
Total Dept 000.592 - TRANSFER TO REPLACEMENT		200,000.00	200,000.00
TOTAL EXPENDITURES		444,271.00	452,593.00
Fund 591 - WATER FUND:			
TOTAL REVENUES		531,405.00	531,805.00
TOTAL EXPENDITURES		444,271.00	452,593.00
NET OF REVENUES & EXPENDITURES		87,134.00	79,212.00
CARRYOVER		491,298.00	570,510.00
Fund 592 - WATER REPLACEMENT FUND			
Revenues			
Dept 000.000			
592-000.000-634.400	GRANT	2,000,000.00	2,060,000.00
592-000.000-664.400	INTEREST INCOME	0.00	0.00
592-000.000-675.400	TRANSFER FROM WATER FUND	200,000.00	200,000.00
592-000.000-675.401	TRANSFER OF ARPA FUNDS	0.00	0.00
Total Dept 000.000		2,200,000.00	2,260,000.00

TOTAL REVENUES	2,200,000.00	2,260,000.00
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Expenditures

Dept 000.000

592-000.000-801.700	CONTRACTUAL SERVICES	2,000,000.00	2,060,000.00
592-000.000-994.700	BOND	21,000.00	21,000.00
592-000.000-995.700	INTEREST DUE ON BONDS	5,350.00	5,350.00
Total Dept 000.000		2,026,350.00	2,086,350.00

TOTAL EXPENDITURES	2,026,350.00	2,086,350.00
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Fund 592 - WATER REPLACEMENT FUND:

TOTAL REVENUES	2,200,000.00	2,260,000.00
TOTAL EXPENDITURES	2,026,350.00	2,086,350.00
NET OF REVENUES & EXPENDITURES	173,650.00	173,650.00
CARRYOVER	820,077.00	820,077.00

Fund 202 - MAJOR STREET FUND

Revenues

Dept 000.000

Total Dept 000.000	295,200.00	295,200.00
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TOTAL REVENUES	295,200.00	295,200.00
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Expenditures

Dept 000.000

202-000.000-716.700	HEALTH INSURANCE PREMIUM	0.00	0.00
Total Dept 000.000		0.00	0.00

Dept 451.000 - CONSTRUCTION

Total Dept 451.000 - CONSTRUCTION	55,110.00	55,110.00
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Dept 463.000 - ROUTINE MAINTENANCE

Total Dept 463.000 - ROUTINE MAINTENANCE	37,767.00	37,767.00
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Dept 470.000 - NON-MOTORIZED TRANSPORTATION

Total Dept 470.000 - NON-MOTORIZED TRANSPORTATION	0.00	0.00
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Dept 474.000 - TRAFFIC SERVICE

Total Dept 474.000 - TRAFFIC SERVICE	0.00	0.00
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Dept 478.000 - WINTER MAINTENANCE

Total Dept 478.000 - WINTER MAINTENANCE	44,289.00	44,289.00
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Dept 482.000 - ADMINISTRATION

Total Dept 482.000 - ADMINISTRATION	9,200.00	9,200.00
Dept 485.000 - TRAFFIC SIGNAL TRUNKLINE		
Total Dept 485.000 - TRAFFIC SIGNAL TRUNKLINE	9,601.00	9,601.00
Dept 486.000 - SURFACE MAINTENANCE TRUNKLINE		
Total Dept 486.000 - SURFACE MAINTENANCE TRUNKLINE	6,283.00	6,283.00
Dept 487.000 - GUARD RAILS & POSTS TRUNKLINE		
Total Dept 487.000 - GUARD RAILS & POSTS TRUNKLINE	0.00	0.00
Dept 488.000 - SWEEPING & FLUSHING TRUNKLINE		
Total Dept 488.000 - SWEEPING & FLUSHING TRUNKLINE	2,915.00	2,915.00
Dept 489.000 - TRUNKLINE SNOW REMOVAL		
Total Dept 489.000 - TRUNKLINE SNOW REMOVAL	11,449.00	11,449.00
Dept 490.000 - TREES & SHRUBS TRUNKLINE		
Total Dept 490.000 - TREES & SHRUBS TRUNKLINE	361.00	361.00
Dept 491.000 - DRAINAGE & BACKSLOPES TRUNK.		
Total Dept 491.000 - DRAINAGE & BACKSLOPES TRUNK.	35.00	35.00
Dept 497.000 - WINTER MAINTENANCE TRUNKLINE		
Total Dept 497.000 - WINTER MAINTENANCE TRUNKLINE	23,836.00	23,836.00
Dept 498.000 - TRUNKLINE TAXES/ADMINISTRATION		
Total Dept 498.000 - TRUNKLINE TAXES/ADMINISTRATION	2,000.00	2,000.00
Dept 965.000 - TRANSFERS		
202-965.000-948.700 DDA MAINTENANCE	0.00	0.00
202-965.000-970.700 TRANSFER TO LOCAL STREET	60,000.00	65,600.00
Total Dept 965.000 - TRANSFERS	60,000.00	65,600.00
TOTAL EXPENDITURES	260,846.00	266,446.00
Fund 202 - MAJOR STREET FUND:		
TOTAL REVENUES	295,200.00	295,200.00
TOTAL EXPENDITURES	260,846.00	266,446.00
NET OF REVENUES & EXPENDITURES	34,354.00	28,754.00
CARRYOVER	662,058.00	690,812.00
Fund 243- BROWNFIELD AUTHORITY FUND		
Revenues		
Dept 000.000		
243-000.000-634.400 GRANT	19,000.00	31,000.00
243-000.000-664.400 INTEREST INCOME	0.00	0.00

Total Dept 000.000		19,000.00	31,000.00
TOTAL REVENUES		19,000.00	31,000.00
Expenditures			
Dept 000.000			
243-000.000-801.700	CONTRACTUAL SERVICES	18,000.00	30,000.00
243-000.000-956.700	EXPENSES	168.50	169.00
Total Dept 000.000		18,168.50	30,169.00
TOTAL EXPENDITURES		18,168.50	30,169.00
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY FUND:			
TOTAL REVENUES		19,000.00	31,000.00
TOTAL EXPENDITURES		18,168.50	30,169.00
NET OF REVENUES & EXPENDITURES		831.50	831.00
CARRYOVER		0.00	831.00
Fund 661 - EQUIPMENT FUND			
Revenues			
Dept 000.000			
661-000.000-601.400	WATER FUND EQUIPMENT RENTAL	35,000.00	35,000.00
661-000.000-602.400	SEWER FUND EQUIPMENT RENTAL	12,000.00	12,000.00
661-000.000-602.402	SEWER COLLECITON EQUIP. RENT	16,000.00	16,000.00
661-000.000-603.400	LOCAL STREET EQUIPMENT RENTAL	20,700.00	20,700.00
661-000.000-604.400	MAJOR STREET EQUIPMENT RENTAL	38,000.00	38,000.00
661-000.000-607.400	CEMETERY EQUIPMENT RENTAL	10,000.00	10,000.00
661-000.000-608.400	INDUSTRIAL PARK EQUIP. RENTAL	2,300.00	2,300.00
661-000.000-609.400	TRUNKLINE EQUIPMENT RENTAL	25,000.00	25,000.00
661-000.000-613.400	DDA EQUIP. RENTAL	0.00	0.00
661-000.000-614.400	GENERAL FUND EQUIP. RENTAL	54,200.00	54,200.00
661-000.000-634.400	GRANT	45,450.00	0.00
661-000.000-664.400	INTEREST INCOME	500.00	500.00
661-000.000-673.000	SALE OF FIXED ASSETS	1,500.00	1,500.00
661-000.000-695.400	MISCELLANEOUS	0.00	0.00
661-000.000-695.408	INSURANCE CLAIM INCOME	5,052.00	5,052.00
Total Dept 000.000		265,702.00	220,252.00
TOTAL REVENUES		265,702.00	220,252.00
Expenditures			
Dept 000.000			
661-000.000-703.700	SALARIES AND WAGES	12,500.00	12,500.00
661-000.000-710.700	OVERTIME	145.00	145.00

661-000.000-714.700	MANDATORY MEDICARE	183.00	183.00
661-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	700.00	700.00
661-000.000-716.700	HEALTH INSURANCE PREMIUM	2,398.00	2,398.00
661-000.000-718.700	MERS RETIREMENT (EMPLOYER)	200.00	200.00
661-000.000-718.701	EMPLOYER DEFERED COMP. WORKERS COMPENSATION	210.00	210.00
661-000.000-720.700	PREMIUM	457.00	457.00
661-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	2.00	2.00
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	47,000.00	49,250.00
661-000.000-806.700	REPAIR/PARTS POLICE	13,000.00	14,000.00
661-000.000-818.700	INS. PREMIUM - LIABILITY	24,631.00	24,631.00
661-000.000-856.700	FUEL	35,000.00	35,000.00
661-000.000-868.700	FLUIDS	0.00	0.00
661-000.000-956.700	EXPENSES	60.00	60.00
661-000.000-956.708	INSURANCE CLAIM EXPENSE	5,215.00	5,215.00
661-000.000-966.700	DEPRECIATION	0.00	0.00
661-000.000-966.701	DEP.EXP. PUBLIC SAFETY	0.00	0.00
661-000.000-977.700	CAPITAL ACQUISITIONS	60,600.00	60,600.00
661-000.000-992.000	INTEREST EXPENSE	0.00	0.00
661-000.000-994.700	BOND	40,850.00	40,850.00
661-000.000-995.700	INTEREST DUE ON BONDS	4,255.00	4,255.00
Total Dept 000.000		259,406.00	262,656.00
TOTAL EXPENDITURES		259,406.00	262,656.00
Fund 661 - EQUIPMENT FUND:			
TOTAL REVENUES		265,702.00	220,252.00
TOTAL EXPENDITURES		259,406.00	262,656.00
NET OF REVENUES & EXPENDITURES		6,296.00	(42,404.00)
CARRYOVER		380,870.00	338,446.00

* * * * *

MOTION BY SHOWALTER, SECOND BY PUGH TO APPROVE THE SOLE SOURCE BID FROM MML FOR THE LIABILITY AND PROPERTY POOL INSURANCE RENEWAL FOR 2023/2024 INCLUDING THE CYBER INSURANCE.

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

No – None Absent – Adair Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY BENNETT TO APPROVE THE WEST BRANCH MARKETING PLAN 2023.

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

No – None Absent – Adair Motion carried

Manager Dantzer informed members that there are three steps remaining before we are Re-Development Ready Community Certified.

* * * * *

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

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

No – None Absent – Adair Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY JACKSON TO RECEIVE AND FILE THE TREASURER’S REPORT AND INVESTMENT SUMMARY; AND WEST BRANCH POLICE DEPARTMENT MAY 2023 REPORT.

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

No – None Absent – Adair Motion carried

* * * * *

Member Showalter announced that his granddaughters did well at the softball and cheer competitions last week end.

Member Pugh announced that the Community Choirs would be putting on a patriotic show July 9th at the First United Methodist Church at 7:00 pm.

Member Bennett reported that the trees by the Pepsi Office had been thinned out.

Member Jackson informed members that the Fly In was well attended by the public and there were approximately 50 aircraft in the show.

* * * * *

MOTION BY BENNETT, SECOND BY ZIMMERMAN TO APPROVE MANAGER DANTZER’S LEAVE CARRY OVER REQUEST FOR 48 HOURS.

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

No – None Absent – Adair Motion carried

* * * * *

Manager Dantzer informed Council that the City-Wide Garage Sale was this week end. Member Pugh announce that Sweet Adeline’s would be contributing to the merchandise at her house.

Mayor Frechette adjourned the meeting at 6:28 pm.

Paul Frechette, Mayor

Lori Ann Clover, Clerk

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, JUNE 19, 2023.

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

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

Absent: Member Adair

Other officers present: Manager Dantzer, Clerk Clover, and DPW Supervisor Killackey.

All stood for the Pledge of Allegiance.

Mr. Hutchins from the Ogemaw Historical Society addressed Council.

Council approved bills in the amount of \$34,788.05.

Council excused Member Adair from today's meeting.

Council approved Resolution 23-18 Sewer Rates.

Council approved Resolution 23-19 2022/2023 Budget Amendment.

Council approved the sole source bid from MML for the Liability and Property Pool Insurance Renewal for 2023/2024 including Cyber Insurance.

Council approved the West Branch Marketing Plan 2023.

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

Council received and filed the treasurer's report and investment summary; and West Branch Police Department May 2023 Report.

Members Showalter, Pugh, Bennett, and Jackson; and Manager Dantzer gave updates.

Council approved Manager Dantzer's request to carry over 48 hours of leave.

Mayor Frechette adjourned the meeting at 6:28 pm.

Place Holder for the Treasurers Report and Investment Summary

MEETING OF THE WEST BRANCH INDUSTRIAL DEVELOPMENT CORPORATION WAS HELD IN THE COUNCIL CHAMBER OF CITY HALL, 121 NORTH FOURTH STREET, THURSDAY, JANUARY 27, 2023.

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

Present: John Dantzer, Charlie Elliot, Kim Ervans, Dan Grenier, and Heather Neuhaus.

Absent: Mark Dantzer and Terry McLaren.

Others in attendance:

* * * * *

Motion by Neuhaus, second by Grenier, to approve the minutes from the regular meeting held February 23, 2022.

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

No- None
Motion carried.

* * * * *

Motion by Grenier, second by Ervans, to appoint member John Dantzer as Chairperson and Secretary.

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

No- None
Motion carried.

* * * * *

Motion by Grenier, second by Neuhaus, to appoint member Charlie Elliot to serve as Vice-Chair.

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

No- None
Motion carried.

* * * * *

Chairman J. Dantzer presented the renewal for the IDC billboard rental. He noted the price increase was \$50 from the previous year which was part of the contract.

Members discussed the condition of the billboard as well as the need to have the trees that had grown up in front of the billboard trimmed. It was the consensus to look into having a new billboard bid out for replacement and have Chairperson Dantzer develop an RFP for bids and present the bids at the next meeting.

Motion by Elliott, second by Ervans, to approve the renewal of the IDC billboard contingent upon the trees in front of the board being trimmed.

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

No- None
Motion carried.

* * * * *

The Board discussed 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.

Motion by Elliott, second by Neuhaus, to approve the addition of the City owned vacant parcel to the north of the current park that was purchased for the sole intention of park expansion as well as the industrial properties to the west of the current park. (property ID numbers 052-630-036-00, 052-630-042-00, 052-630-049-00, 052-630-050-00)

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

**No- None
Motion carried.**

* * * * *

The Board discussed recent business openings and discussed possible areas that could be considered for purchase to expand the current parks.

Chairperson J. Dantzer gave a financial report.

A draft of board bylaws was presented to the Board for their review. It was the consensus to review the bylaws for discussion and approval at the next meeting.

* * * * *

Meeting adjourned at 12:53 pm

WEST BRANCH AREA WASTEWATER TREATMENT PLANT AUTHORITY

A regular meeting of the West Branch Area Wastewater Treatment Plant Authority was held on Tuesday, March 21, 2023 at the West Branch City Hall.

Chairperson Stephens called the meeting to order at 3:30 p.m.

Present: John Dantzer, City of West Branch; Jim Morris, West Branch Township; Ellen Pugh, City of West Branch, and Denis Stephens, Ogemaw Township.

Absent: Paul Frechette, City of West Branch.

Others in attendance: Wastewater Superintendent Dan Robb.

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Motion by Morris, second by Pugh, to add the secretary treasurer invoice to the agenda under approval of bills.

Yes –Dantzer, Morris, Pugh, Stephens

No – None

Absent –Frechette

Motion carried

* * * * *

Motion by Morris, second by Stephens, to approve the minutes from the meeting held December, 20, 2022.

Yes –Dantzer, Morris, Pugh, Stephens

No – None

Absent –Frechette

Motion carried

* * * * *

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

Yes –Dantzer, Morris, Pugh, Stephens

No – None

Absent –Frechette

Motion carried

* * * * *

Motion by Morris, second by Stephens, to approve the Stephenson audit invoice in the amount of \$4,025.00.

Yes –Dantzer, Morris, Pugh, Stephens

No – None

Absent –Frechette

Motion carried

* * * * *

Motion by Stephens, second by Morris, to approve the QuickBooks invoice in the amount of \$262.25.

Yes –Dantzer, Morris, Pugh, Stephens No – None Absent –Frechette

Motion carried

* * * * *

Before the vote on the secretary/treasurer invoice, Member Dantzer noted he would need to abstain from voting on the invoice due to a conflict of interest.

Motion by Stephens, second by Pugh, to approve the payment of the secretary/treasurer invoice in the amount of \$599 to John Dantzer.

Yes –Morris, Pugh, Stephens No – None Absent –Frechette Abstain-Dantzer

Motion carried

* * * * *

The Board provided updates from each municipality on the thoughts of increasing the sewer rate by \$.25 to help fund the Reserve and Improvement Account. Each municipality noted their boards were in support of the price increase.

Motion by Morris, second by Pugh, to approve the increase to the Sewer rate of \$.25 per thousand gallons to become effective July 1, 2023.

Yes –Dantzer, Morris, Pugh, Stephens No – None Absent –Frechette

Motion carried

* * * * *

Motion by Pugh, second by Morris, to approve the 2023-2024 budget as follows:

REVENUES

625.100	Sewer Debt Revenue - City of West Branch	66.16%	\$327,492
625.200	Sewer Debt Revenue - West Branch Township	25.75%	\$127,463
625.300	Sewer Debt Revenue - Ogemaw Township	8.09%	\$40,046
664.400	Interest Income		\$40
674.600	Contribution - City of West Branch	66.16%	\$13,305
674.700	Contribution - West Branch Township	25.75%	\$5,178

674.800	Contribution - Ogemaw Township	8.09%	\$1,627
TOTAL REVENUE			\$515,150

EXPENDITURES

727.000	Operating supplies	\$500
801.300	Contractual services - Audit	\$4,150
801.600	Contractual services - Legal - Local	\$500
801.700	Salaries/wages - Treasurer	\$600
901.000	Printing and publishing	\$400
902.200	Building insurance	\$14,000
947.000	Bond payment (principal & interest)	\$495,000
TOTAL EXPENDITURES		\$515,150

Yes –Dantzer, Morris, Pugh, Stephens	No – None	Absent –Frechette
--------------------------------------	-----------	-------------------

Motion carried

* * * * *

Motion by Dantzer, second by Morris, to leave the calculation for determining proportionate share for each "System" as is and use the percentage from the previous fiscal year.

Yes –Dantzer, Morris, Pugh, Stephens	No – None	Absent –Frechette
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Motion carried

* * * * *

Member Dantzer noted he did reach out to companies on quotes for insurance rates and did talk to one company that was going to supply a quote for the June Meeting. The Board was also under the consensus to let the current provider know they were bidding it out.

* * * * *

Superintendent Robb updated the Board on the operations of the plant and noted the flows were much steadier then they were in the past. He also noted the plant had some leaks in buried water and air lines and had some damage to the fence around the facility from fallen trees. He asked to use R&I funds to cover those expenses. He noted the air line repairs were unknown but thought they could all be done for under \$5,000. He also had a quote for the fence repairs in the amount of \$2,500.00.

Motion by Morris, second by Dantzer, to authorize the use of R&I funds not to exceed \$5,000 for the repair of leaking yard hydrants and airlines.

Yes –Dantzer, Morris, Pugh, Stephens	No – None	Absent –Frechette
--------------------------------------	-----------	-------------------

Motion carried

* * * * *

Motion by Stephens, second by Dantzer, to authorize the use of R&I funds and approve the bid of \$2,500 to GEM Fencing LLC.

Yes –Dantzer, Morris, Pugh, Stephens No – None Absent –Frechette

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 - \$140.36
- Operation account - \$18,838.62
- Reserve and Replacement account - \$454,628.59

Motion by Morris, second by Pugh, to accept the Treasurer's report.

Yes –Dantzer, Morris, Pugh, Stephens No – None Absent –Frechette

Motion carried

* * * * *

A communication from the USDA noting receipt of the annual report and that the Authority was in compliance with the bond requirements.

* * * * *

Chairperson Stephens adjourned the meeting at 4:20 p.m.

REGULAR MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY
HELD AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. WEST BRANCH, MI ON TUESDAY,
MAY 25, 2023.

The meeting was called to order by Vice-Chairperson Joe Clark at 12:02 pm.

Present: Anthony Bair, Joanne Bennet, Joe Clark, Autum Hunter, Sandy Rabidue, Erin Resteiner, and Cathy Zimmerman.

Absent: Samantha Fabbri and Ken Walters.

Others in attendance: Acting Secretary/City Manager John Dantzer

* * * * *

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

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

* * * * *

**MOTION BY RABIDUE, SECOND BY HUNTER, TO APPROVE THE BILLS IN THE
AMOUNT OF \$18,988.53.**

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

* * * * *

**MOTION BY RABIDUE, SECOND BY RESTEINER, TO EXUSE MEMBERS FABBRI
AND WALTERS FROM THE MEETING**

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

* * * * *

Member Rabidue provided an update on the downtown flowers. It was then consensus of the DDA to plant the flowers on Wednesday, May 31 at 6:00 pm. Member Rabidue also asked about the watering of the Fireman’s Memorial twice a month like they have done in the past. It was the consensus that the DDA could water two days a month. Member Rabidue also noted that Nancy Griffin has concern for the dirt that is going to be used for the Memorial after the reconstruction of Houghton and asked to look into options to save as much of that dirt as possible.

Member Bair announced to the Board that he would, with regret, be submitting a letter of resignation due to him being transferred for a year to a different hospital. The Board noted they would like to look into the option of having someone from McLaren serve on his behalf while he was gone.

The Treasures report was submitted.

Secretary/Manager Dantzer reminded everyone that next month would be the first of the required two annual informational meetings.

* * * * *

The meeting was adjourned at 12:21 pm.



June 28, 2023



T1 P2 158 *****AUTO**ALL FOR AADC 480
City Of West Branch
121 N. Fourth Street
West Branch, MI 48661-1217

Re: Charter Communications – Upcoming Changes

Dear Franchise Official:

Spectrum Mid-America, LLC (“Spectrum”) is making its customers aware of the following changes to the channel lineup serving your community:

- On or around July 28, 2023, Spectrum will launch carriage of **AMC+** on channel 604. AMC is consolidating AMC Premiere, Shudder, Sundance Now, and IFC Films Unlimited into AMC+ for a \$7.99 monthly subscription price and will contain approximately 16,350 hours of content. Customers that subscribe to AMC+ will be able to access content on Spectrum as well as through the AMC+ app using their Spectrum credentials.
- On or around August 1, 2023, Spectrum will launch carriage of **Jewish Broadcasting Service** Expansion (JBS) on channel 480.
- On or around August 1, 2023, Spectrum will launch carriage of **Jewish Life Television** Expansion (JLTV) on channel 481.

If you should have any questions about this change, please feel free to contact me at (906) 553-7866.

Sincerely,

A handwritten signature in blue ink that reads "Joan Movrich".

Joan Movrich
Manager – State Government Affairs, Michigan
Charter Communications



MPPS Policy Brief

Most Michigan local officials believe their government workforce reflects their community, less so in urban areas

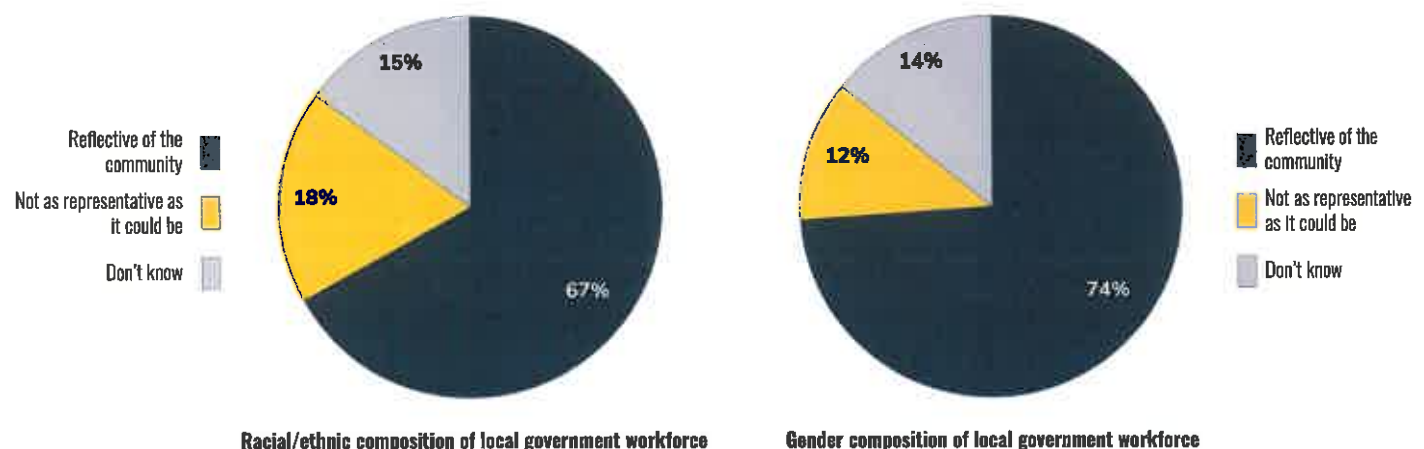
By Debra Horner, Thomas Ivacko, and Om Shah

Statewide, 92% of Michigan local governments report having some type of paid employees (full-time, part-time, seasonal, or temporary), beyond their elected officials.¹ Among these jurisdictions, the Spring 2022 Michigan Public Policy Survey (MPPS) asked local leaders to assess the composition of their local government's workforce compared to their community's population. Statewide, two-thirds (67%) say their government's workforce is generally reflective of the community's racial and/or ethnic composition and three-quarters (74%) say it is reflective of the community's gender makeup (see *Figure 1*). By comparison, 18% say the workforce is not as representative of the community as it could be, while 12% say the same in terms of gender composition.

These assessments in Michigan align closely with those of local government leaders across the country. According to a survey conducted in December 2021–January 2022 by MissionSquare Research Institute, 63% of local government respondents nationwide feel that their workforce reflects the racial or ethnic makeup of the community they serve very well or somewhat well. Similarly, 76% believe their workforce reflects the gender makeup of their communities.²

Figure 1

Local officials' assessments of whether their jurisdiction's workforce is reflective of the community population (among jurisdictions with employees)



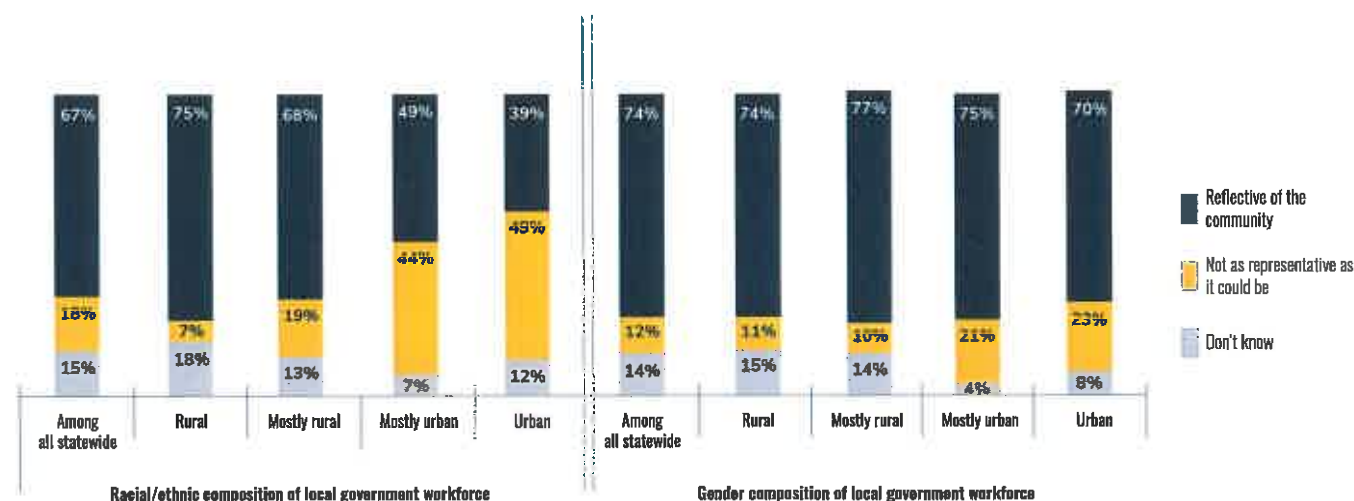
Differences exist between types of jurisdictions in Michigan, with officials who describe their jurisdiction as fully rural (75%) and mostly rural (68%) significantly more likely to say their local government workforce is reflective of the community's racial/ethnic composition compared with those from mostly urban (49%) or fully urban (39%) communities (see *Figure 2*). Nearly half (49%) of officials from Michigan's fully urban jurisdictions believe their government's workforce is not as representative of the community's racial composition as it could be.

Urban communities tend to have more heterogeneous racial and ethnic populations compared with rural communities, which may make hiring a reflective workforce more challenging. This is reflected on the next page, which shows urban places are more likely to report having policies to encourage diverse hiring.

Meanwhile, 21% of Michigan officials in mostly urban jurisdictions and 23% in fully urban jurisdictions say the gender balance in their government's workforce is not as reflective of the community as it could be. This is double the percentage of those in mostly rural (10%) or fully rural (11%) jurisdictions, though it is worth noting that more officials in these rural jurisdictions don't know how closely their workforce reflects the community's gender composition.

Figure 2

Local officials' assessments of whether their jurisdiction's workforce is reflective of the community population (among jurisdictions with employees), by urban-rural self-identification

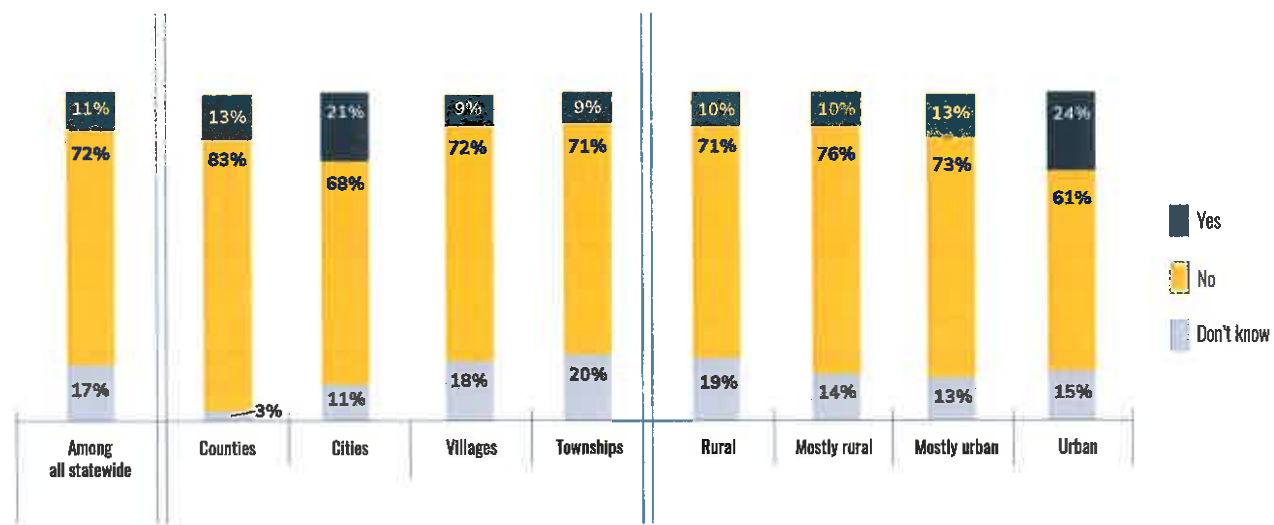


Relatively few Michigan local governments have specific policies or practices for recruiting or retaining a workforce reflective of the community

Statewide, just 11% of jurisdictions report having policies or practices for recruiting or retaining a workforce reflective of its community (see *Figure 3*). Cities (21%) are more likely to implement these measures than counties (13%), villages (9%), or townships (9%). Officials representing townships (20%) and villages (18%) were more likely to say they “don’t know” if their jurisdiction has these measures, compared with those from cities (11%) and counties (3%).

Self-described urban (24%) jurisdictions were significantly more likely to have these measures than mostly urban (13%), mostly rural (10%), and fully rural (10%) jurisdictions.

Figure 3
Percent of jurisdictions with policies or practices for recruiting or retaining a workforce reflective of the community (among jurisdictions with employees)



Notes

1. Horner, D., Ivacko, T., & Fitzpatrick, N. (2023, February). Michigan local government leaders report increased problems with workforce recruitment, retention, and other issues. Center for Local, State, and Urban Policy at the Gerald R. Ford School of Public Policy, University of Michigan. Retrieved from: <https://closup.umich.edu/michigan-public-policy-survey/110/michigan-local-government-leaders-report-increased-problems-workforce-recruitment>
2. Young, G. (2022, May). Managing Workforce Diversity, Equity, and Inclusion in Local Government. MissionSquare Research Institute. Retrieved from: https://slge.org/wp-content/uploads/2022/04/managing-lg-workforce-dei-part1_survey-data.pdf

Survey Background and Methodology

These findings come from the Spring 2022 Michigan Public Policy Survey (MPPS). The MPPS is an ongoing census survey of all 1,856 general purpose local governments in Michigan conducted since 2009 by the Center for Local, State, and Urban Policy (CLOSUP) at the University of Michigan's Gerald R. Ford School of Public Policy. The program is a partnership with Michigan's local government associations. The Spring 2022 wave was conducted April 4 – June 6, 2022. Respondents include county administrators, board chairs, and clerks; city mayors, managers, and clerks; village presidents, managers, and clerks; and township supervisors, managers, and clerks from 1,327 jurisdictions across the state, resulting in a 71% response rate by unit. More information is available at <https://closup.umich.edu/michigan-public-policy-survey/mpps-2022-spring>.

See CLOSUP's website for the full question text on the survey questionnaire.

Detailed tables of the data in this report, including breakdowns by various community characteristics, are available at <http://mpps.umich.edu>.

The survey responses presented here are those of local Michigan officials, while further analysis represents the views of the authors. Neither necessarily reflects the views of the University of Michigan, or of other partners in the MPPS.



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Denise Ilitch
Bingham Farms

Ron Weiser
Ann Arbor

Katherine E. White
Ann Arbor

Santa Ono
(ex officio)



Center for Local, State, and Urban Policy

 | Gerald R. Ford School of Public Policy



MPPS Policy Brief

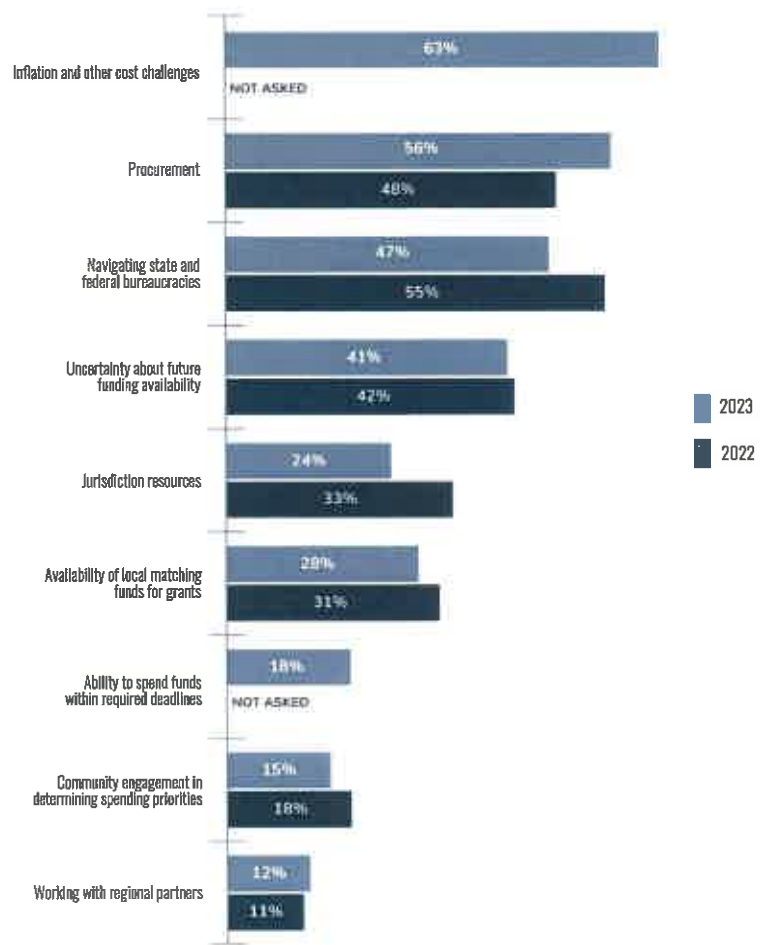
Challenges for Michigan local governments with ARPA spending continue, particularly in project costs and procurement

By Debra Horner, Natalie Fitzpatrick, and Thomas Ivacko

In March 2021, the U.S. government enacted the American Rescue Plan Act (ARPA), with \$1.9 trillion supporting local governments to stabilize their budgets, invest in their communities, and stimulate local economies. A total of \$4.4 billion in ARPA funding was allocated to Michigan local governments, directed at counties, cities, villages, and townships.¹ Twice in the past two years the Michigan Public Policy Survey (MPPS) asked local leaders about their experiences with ARPA, including problems their jurisdictions may be facing regarding ARPA funding or projects.

As shown in *Figure 1*, a majority of local leaders statewide report concerns in 2023 about inflation and other cost challenges (63%), as well as problems with other procurement issues such as lack of available contractors and supply chain challenges (56%). Overall, concerns with procurement issues increased compared with last year, while problems with navigating state and federal bureaucracies declined. There also continue to be considerable challenges regarding the one-time nature of ARPA funding and uncertainty about future funding once ARPA allocations are spent.

Figure 1
Percent of local jurisdictions reporting problems regarding ARPA funds, 2022-2023

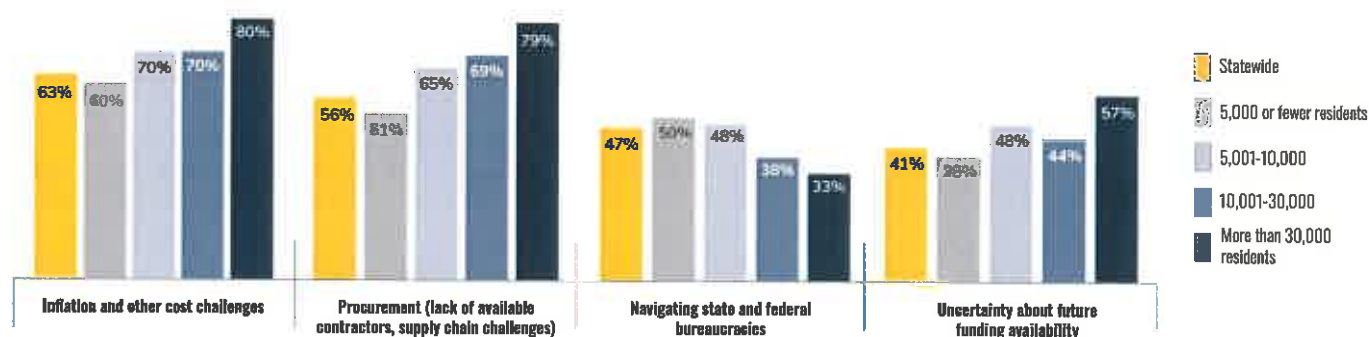


Note: responses for "not much of a problem," "not a problem at all," and "don't know" not shown. Figure 1 also excludes those who say they did not apply for or accept ARPA funding. In addition, the questions about inflation/costs and ability to spend funds by deadlines were not asked in 2022.

As seen in *Figure 2*, problems with costs and procurement are particularly pronounced in Michigan's larger jurisdictions. Among communities with more than 30,000 residents, 80% say inflation and other costs are somewhat of a problem (47%) or a significant problem (33%) for their ARPA projects. Meanwhile, 79% of these largest jurisdictions report problems with other procurement issues, up from 68% who said the same in 2022.² Concerns about future funding availability are also most common among the largest jurisdictions (57%), unchanged from last year.

Local leaders from the state's smaller jurisdictions —those with 5,000 residents or fewer—are the most likely to say their governments are still struggling with state and federal bureaucracies, with half (50%) saying it is somewhat of a problem (32%) or a significant problem (18%).

Figure 2
Percent of local jurisdictions reporting problems regarding ARPA funds, 2023, by population size



Note: responses for "not much of a problem," "not a problem at all," and "don't know" not shown. Figure 2 also excludes those who say they did not apply for or accept ARPA funding



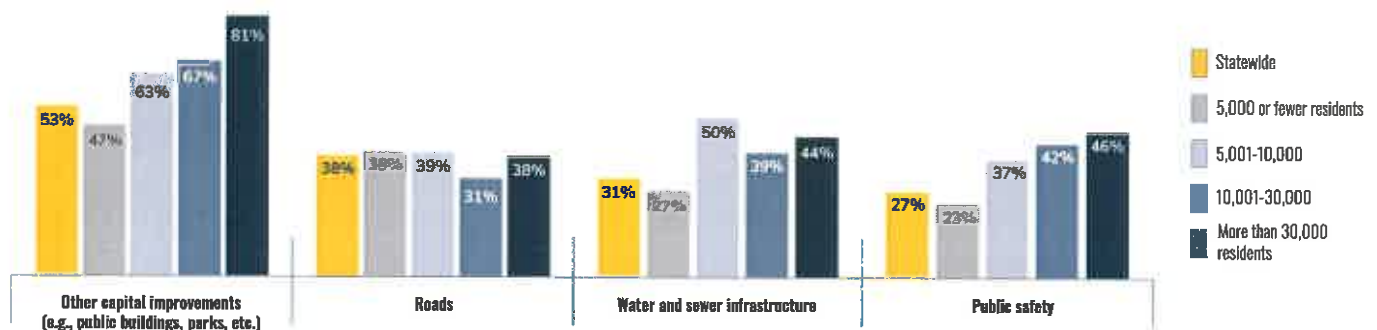
Capital improvements, infrastructure, and public safety continue to be top ARPA spending priorities

Among 13 project categories for ARPA spending presented on the survey, Michigan local governments most commonly report funding particular types of capital improvements, with a majority statewide (53%) spending or planning to use ARPA funds for facilities such as public buildings, public parks, etc. (see *Figure 3*). Roads and other transportation infrastructure (38%), water and sewer infrastructure (31%), and public safety (27%) are the next most common targets for ARPA spending, and these percentages are essentially unchanged from 2022.

Spending on capital improvements like buildings and parks is the most commonly reported project type in jurisdictions of all sizes and is particularly common among the state's largest jurisdictions (81%). Spending on water and sewer infrastructure is most commonly reported by mid-sized jurisdictions of between 5,001-10,000 residents (50%).

Figure 3

Percent of jurisdictions supporting or planning various types of ARPA-funded projects, 2023, by population size



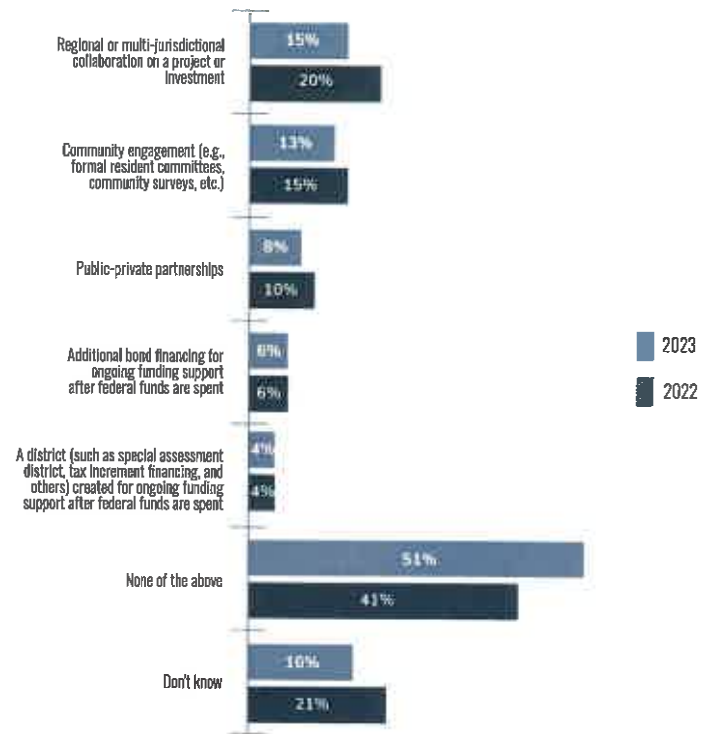
Note: Respondents were asked to check all that apply, so categories may sum to more than 100%

Relatively few jurisdictions adopting particular strategies for managing their ARPA funds

Only 15% of local governments statewide report engaging in regional or multi-jurisdictional collaboration on ARPA projects, down from 20% in 2022 (see *Figure 4*). Counties (21%) and jurisdictions with over 30,000 residents (30%) were the most likely types of governments to say they were engaged in such collaboration on ARPA projects this year. Larger jurisdictions are also more likely to report pursuing community engagement efforts to help guide ARPA spending (23%) and to have public-private partnerships (35%). Meanwhile, over half (51%) of jurisdictions statewide say they are pursuing none of these strategies, up from 41% who weren't planning to pursue any of these strategies last year, and the percent who are uncertain has declined to 16% from 21% last year.

Figure 4

Percent of jurisdictions using or considering various strategies for ARPA-funded projects, 2022-2023



Note: Respondents were asked to check all that apply, so categories may sum to more than 100%

Notes:

1. Michigan Department of Treasury. (2023). American Rescue Plan Act (ARPA): Coronavirus Local Fiscal Recovery Fund. Retrieved from: <https://www.michigan.gov/treasury/local/share/arpa/american-rescue-plan-act-arpa-coronavirus-local-fiscal-recovery-fund>
2. Fitzpatrick, N., Horner, D., and Ivacko, T. (2022, July). A survey of Michigan local government leaders on American Rescue Plan Act funding and uses. Center for Local, State, and Urban Policy at the Gerald R. Ford School of Public Policy, University of Michigan. Retrieved from: <https://closup.umich.edu/sites/closup/files/2022-07/mpps-policy-brief-arpa-2022.pdf>

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See CLOSUP's website for the full question text on the survey questionnaire. Detailed tables of the data in this report, including breakdowns by various jurisdiction characteristics such as community population size, region, and jurisdiction type, will be available soon at <http://mpps.umich.edu>.

The survey responses presented here are those of local Michigan officials, while further analysis represents the views of the authors. Neither necessarily reflects the views of the University of Michigan, or of other partners in the MPPS.



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Center for Local, State, and Urban Policy

Gerald R. Ford School of Public Policy

**CITY OF WEST BRANCH
CITY COUNCIL MEETING
JULY 10, 2023**

PLEASE TAKE NOTICE that the West Branch City Council meeting scheduled for Monday, July 10, 2023 at 6:00 pm will be conducted both in person and virtually (online and/or by phone).

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: West Branch City Council

Time: Jul 10, 2023 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83007022399?pwd=S2h5UHNXMUJ5c1VsY0pHdW1xTXBUUT09>

Meeting ID: 830 0702 2399

Passcode: 707235

One tap mobile

+16469313860,,83007022399#,,,,*707235# US

+13017158592,,83007022399#,,,,*707235# US (Washington DC)

Dial by your location

• +1 646 931 3860 US

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 646 558 8656 US (New York)

• +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)

• +1 360 209 5623 US

• +1 386 347 5053 US

• +1 507 473 4847 US

• +1 564 217 2000 US

Meeting ID: 830 0702 2399

Passcode: 707235

Find your local number: <https://us02web.zoom.us/j/kd1MXdVg6>