

## AGENDA

SPECIAL MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD IN PERSON AND VIRTUALLY AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, JULY 31, 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
- IX. Unfinished Business
- X. New Business
  - A. Bills
  - B. Red E Charging Host Agreement
  - C. Introduction of Ordinance 23-01 Zoning Changes
  - D. Chamber 100 Year Advertising via the Voice
  - E. Resolution 23-22 MDOT Detour Routes
  - F. ARPA Funds – MDOT
  - G. MML Loss Control Review
  - H. City of West Branch Personnel Policy Changes
  - I. MML Annual Meeting Notice – Voting Delegate
  - J. Brownfield Site Assessment Application
  - K. Resolution of Support for the Brownfield Redevelopment Authority
- XI. Approval of the minutes and summary from the regular meeting held July 10, 2023.
- XII. Consent Agenda
  - A. Treasurer's Report and Investment Summary
  - B. West Branch Police Department June 2023 Report
  - C. Minutes from the Board of Review meeting held July 17, 2023

- D. Minutes from the LEPC and LPT meeting held July 17, 2023
- E. Minutes from the Airport Board meeting held June 21, 2023
- F. Minutes from the Ogemaw County Land Bank Authority meeting held April 12, 2023
- G. Minutes from the West Branch Park and Recreation Committee special meeting held January 30, 2023
- H. Minutes from the Planning Commission meeting held May 9, 2023
- I. Minutes from the DDA meeting held June 27, 2023

XIII. Communications

XIV. Reports

- A. Mayor
- B. Council
- C. Manager
  - 1. Shirt order for MML Conference

XV. Public comment any topic

XVI. Adjournment

UPCOMING MEETINGS-EVENTS

August 7 City Council 6:00 pm  
August 14 ZBA 6:00 pm  
August 15 Planning 6:00 pm  
August 16 Airport 12:15 pm  
August 21 Council 6:00 pm  
August 22 DDA 12:00 pm

## MEETING NOTICE

To comply with the Michigan Open Meetings Act (MCL 15.265):  
The City of West Branch, 121 N. Fourth St. West Branch, MI 48661;  
phone: (989) 345-0500; email: [cityhall@westbranch.com](mailto:cityhall@westbranch.com)  
Internet where meeting notices are posted: [www.westbranch.com](http://www.westbranch.com) (click on  
“CALENDAR OF EVENTS AND NOTICE OF MEETINGS” or go directly  
to <http://www.westbranch.com/calendar.php>)

### Notice of a City Council Meeting

NOTICE IS HEREBY GIVEN, that the West Branch City Council will cancel the July 24<sup>th</sup> meeting and hold a special meeting on Monday, July 31, 2023. The reason for the special meeting is to review the changes to the zoning ordinance and hold regular business.

DATE: Monday July 31, 2023  
TIME: 6:00 pm  
PLACE: City Hall Council Chambers  
121 N. Fourth St.  
West Branch, MI 48661

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

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

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

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

BILLS	\$81,080.44
<i>BILLS AS OF 7/27/23</i>	<i>\$81,080.44</i>
<i>Additions to Bills as of</i>	<i>\$0</i>
<i>Paid but not approved</i>	<i>\$87,164.93</i>
<b>TOTAL BILLS</b>	<b>\$168,245.37</b>

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

Vendor Name	Amount	Description
A & L GREAT LAKES LABORATORIES	19.50	WWTP SUPPLIES
ARNOLD SALES	442.30	DPW SUPPLIES
BBC DISTRIBUTING	123.71	WWTP SUPPLIES
BS & A SOFTWARE	3,319.00	ANNUAL SOFTWARE SUPPORT
CINTAS	74.60	WWTP SAFETY SUPPLIES
COLUMN SOFTWARE PBC	68.29	AD
COMPRENEW	1,953.46	ELECTRONIC RECYCLING
CONSUMERS ENERGY	2,474.51	ELECTRIC
DO ALL INC	418.02	RECYCLING JUNE
ELHORN ENGINEERING COMPANY	1,300.00	WWTP & WATER SUPPLIES
FLEIS & VANDENBRINK	25,719.25	WWTP SITE & DWSEF UPGRADES
GRAFIX	380.08	POLICE SUPPLIES USDA CAR
HAMILTON ELECTRIC CO	1,950.00	WWTP ANNUAL SERVICE
HOUGHTON LAKE CHAMBER	200.00	MOBILE STAGE DEPOSIT REFUND
HUTSON INC	55.29	DPW PARTS
KUSTOM SIGNALS INC	1,710.00	POLICE USDA CAR SUPPLIES
LAKE STATE RAILWAY CO	8,601.00	ANNUAL MAINTENANCE FEE
MERS OF MICHIGAN	27,791.06	RETIREMENT JULY
MERS OF MICHIGAN	1,057.02	MERS M/L
MUNICIPAL SUPPLY CO	234.90	WATER SUPPLIES
MWEA	95.00	WIRTH MEMBERSHIP
NORTH CENTRAL LABORATORIES	953.60	WWTP SUPPLIES
OGEMAW COUNTY EDC	1,000.00	2023 CONTRIBUTION
OGEMAW COUNTY HERALD ADLINER	58.90	AD
OGEMAW COUNTY ROAD COMMISSION	187.50	COLD PATCH
OGEMAW COUNTY ROAD COMMISSION	93.74	COLD PATCH
PRIMARY ELECTRIC OF HALE LLC	300.00	WWTP SERVICE
STATE OF MICHIGAN	207.00	WATER SAMPLES
UPS	13.70	WWTP SHIPPING
VIC BOND SALES INC	17.16	DPW SUPPLIES
VILLAGE QUIK LUBE	261.85	POLICE MAINTENANCE
	81,080.44	

## RED E CHARGING SITE HOST AGREEMENT

This Charging Stations Agreement (the "Agreement") is effective as of \_\_\_\_\_ (the "Effective Date"), and is made and executed by and between Red E Charging, LLC ("Red E Charging"), a Michigan Limited Liability Company with its principal place of business located at 2475 West Grand Blvd, Detroit, MI 48208, and \_\_\_\_\_, ("Site Host"), having its principal place of business located at \_\_\_\_\_. Red E Charging and Site Host may individually be referred to herein as a "Party", and collectively as the "Parties."

### RECITALS

**WHEREAS**, Red E Charging, by installing electric vehicle charging stations ("EV Chargers") at select locations as determined by Site Host (each, a "Site"), and as defined herein, will provide value to Site Host by attracting electric vehicle owners and the public to, and providing additional visibility to, the Site.

**WHEREAS**, Site Host acknowledges the value of Red E Charging's EV Chargers on the Site and desires to grant a license to Red E Charging to install and maintain EV Chargers at the Site, and Red E Charging agrees to install and maintain EV Chargers at the Site, pursuant to the terms set forth herein.

**NOW THEREFORE**, for the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

### AGREEMENT

**1. SITE LOCATION:** Site Host hereby grants Red E Charging a license to install and maintain EV Chargers at the Site, as determined in **Exhibit A**, upon which Red E Charging shall install the EV Chargers.

**2. INITIAL INSPECTION:**

**2.1. Early Access.** Beginning on \_\_\_\_\_ ("Initial Inspection Start Date"), Red E Charging shall have a period of up to thirty (30) days during which it will have reasonable, non-exclusive access to the Site for conducting its reviews and inspections to determine, in its sole discretion, that the Site is satisfactory for the EV Chargers' proposed use (the "Inspection Period").

**2.2. Right to Terminate.** If Red E Charging determines, in its sole and absolute discretion, for any reason or for no reason whatsoever, that the Site is unsatisfactory for EV Chargers' proposed use, Red E Charging may, without any liability hereunder, terminate this Agreement upon written notice to Site Host no later than ten (10) business days following the expiration of the Inspection Period.

**3. INSTALLATION AND MAINTENANCE:**

**3.1.** Upon determination that the Site(s) is satisfactory for the EV Chargers' proposed use pursuant to Section 2.1, parking spaces shall be designated for installation of the EV Chargers ("Designated Parking Spaces"). Before installation, Red E may be responsible for performing any Site Preparation.

For purposes of this Agreement, the term “Site Preparation” shall mean, without limitation, performing any electrical service upgrades, installing conduit runs, running wiring, installing cell repeaters, ensuring cellular coverage and other site work necessary to provide adequate power and connectivity to each of the Designated Parking Spaces according to Red E Charging’s specifications. For purposes of convenience only, Red E Charging may provide contact information of certain operations and maintenance partners (each, a “Red E Service Contractor”), who can assist Site Host with Site Preparation.

3.2. Upon completion of the Site Preparation, Red E Charging shall install the EV Chargers within a reasonable time, to be determined between the Parties.

3.3. Red E Charging shall be responsible for maintaining the EV Chargers and ensuring that the EV Chargers functions properly. These responsibilities include servicing, repairing, modifying, and adjusting EV Chargers. Site Host acknowledges that Red E Charging’s obligations do not include repairing, replacing, monitoring, or servicing anything other than EV Chargers. Where Site Host knows of or becomes aware of any EV Chargers malfunction, Site Host shall promptly notify Red E Charging of such malfunction. Red E Charging shall respond to Site Host within a reasonable time to coordinate a date of service for maintenance. Site Host shall cooperate with Red E Charging so that Red E Charging may remotely diagnose the EV Chargers’ malfunction.

3.4. Red E Charging shall not have any liability for damage to the EV Chargers caused by Site Host’s negligence, recklessness, or willful misconduct, or any third party. Notwithstanding the foregoing, Site Host hereby agrees that it shall maintain, at its sole expense and at all times during the term of this Agreement, the Site and common areas of the Site, including but not limited to public areas, parking spaces, streets, and sidewalks appurtenant to the Designated Parking Spaces in good repair and condition. Site Host agrees that it shall not interfere with, cause, or direct its employees, agents, or any third party to interfere with EV Chargers, Red E Charging’s performance of maintenance services, or any of Red E Charging’s responsibilities under this Agreement. Site Host acknowledges that Red E Charging may, in its discretion and at its sole cost, install security cameras to monitor the Site remotely. All EV Chargers installed in relation to the charging infrastructure shall be maintained in good condition for the entire term of the Agreement.

3.5. Red E Charging shall not be responsible for, and makes no representation or warranty with respect to the following: (i) continuous availability of electrical service to any EV Chargers at the Site; (ii) continuous availability of any wireless or cellular communications network or Internet service provider network or Internet service provider network necessary for the continued operation by Red E Charging; and (iii) availability of or interruption of the EV Chargers attributable to unauthorized intrusions.

4. **EQUIPMENT:** Red E Charging shall install EV Chargers and components (the “EV Chargers”) at the Site. Additional EV Chargers may be installed upon mutual agreement of the Parties. Once the Site Host and Red E Charging have agreed upon the number and power of chargers to be added, Red E Charging has six (6) months to install the chargers at issue, provided that there are no external permitting, utility, hardware or other

requirements beyond Red E Charging's control delaying the installation, despite the reasonable efforts of Red E Charging.

5. **EXCLUSIVE USE:** During the Initial Term or any period of a Renewal Term pursuant this Agreement, Site Host will not permit any other entity or individual other than Red E Charging to provide, maintain, service, or operate any electric vehicle charging stations at the site.
6. **COMMENCEMENT DATE:** The date that the EV Chargers are made available to the public (the "Commencement Date") shall be within six (6) months of finalizing the number and power of EV Chargers, provided that no external permitting, utility or other requirements beyond Red E Charging's control delay the installation, despite the best efforts of Red E Charging. Red E Charging shall provide written notice of the Commencement Date to Site Host for record keeping purposes. In the event of a delay as described herein, Red E Charging shall deliver written notice to Site Host and this notice shall provide the Commencement Date.
7. **TERM:** The initial term of the Agreement shall expire ten (10) years from the Commencement Date (the "Initial Term").
8. **RENEWAL:** This Agreement may be renewed for a successive five (5) year term following the expiration of the Initial Term set forth in Section 7 (the "Renewal Term"). If Site Host wishes to renew this Agreement, Site Host must deliver to Red E Charging a written request to renew no later than thirty (30) days before the expiration of the Initial Term. Red E Charging shall notify Site Host, no later than ten (10) days before the expiration of the Initial Term, whether or not this Agreement shall be renewed, it being understood that Red E Charging may make that decision in its sole discretion. If this Agreement is not renewed, it shall terminate at the end of the Initial Term. Failure by Site Host to deliver a timely notice of renewal may be treated as a final decision not to renew. Following the Renewal Term, any further renewals will be subject to mutual agreement between Red E Charging and Site Host and may be of any duration agreed upon by the Parties. In the event Site Host wishes to sell or transfer the Site while the Agreement is in effect, Site Host shall assign this Agreement to the prospective buyer pursuant to Section 23.
9. **TERMINATION:** This Agreement may only be terminated by the following:
  - 9.1. By a writing signed by both Site Host and Red E Charging that states their intent to terminate this Agreement and the date upon which such termination will take effect.
  - 9.2. By Red E Charging: (1) if Site Host is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of Site Host's receipt of written notice thereof; (2) immediately upon written notice if any of the representations and warranties under Section 17 herein are false; (3) at any time after the thirty sixth (36<sup>th</sup>) month of the Term, the EV Chargers at the Site are performing at an average of fewer than 50 kilowatt hours per month over any period of six (6) consecutive months, Red E Charging shall have the right to terminate this Agreement by providing Site Host written notice at least sixty (60) days in advance of the termination date, which shall specify the effective date of Red E Charging's termination of this Agreement.
  - 9.3. By Site Host, for cause, as outlined below in (a) and (b):



- (a) In the event Site Host has not received payment under the terms of Section 16 of this Agreement, Site Host must provide written notice to Red E Charging notifying Red E Charging that it has not received payment. If Red E Charging has not remitted the payment to Site Host within thirty (30) days of the date of receipt of Site Host's notice, Site Host may terminate the Agreement for cause and without penalty.
- (b) If Red E Charging has failed to properly maintain the EV Chargers, Site Host must provide notice to Red E Charging. This notice shall provide information about the EV Charger(s) requiring maintenance. Within thirty (30) days of receipt of notice from Site Host, Red E Charging shall (i) work to repair or replace the EV Chargers (ii) provide Site Host with a reason why the EV Chargers cannot be repaired or replaced (iii) or provide a reasonable timeframe by which the repair or replacement will occur. In the event that Red E Charging fails to perform the agreed upon maintenance or repair, Site Host may terminate the Agreement.

9.4. By either Party, without cause, upon sixty (60) days written notice to the other Party.

9.5. Upon destruction of the Site, either Party shall terminate the Agreement by furnishing written Notice within thirty (30) days of such destruction.

**10. EFFECT OF TERMINATION:** Upon effective termination of this Agreement, for any reason, the following shall take effect.

- 10.1. The rights and obligations of Site Host and Red E Charging granted under this Agreement shall immediately, automatically, and without consideration terminate.
- 10.2. All outstanding sums owed by either Party to the other hereunder shall become due and payable immediately within fourteen (14) days of the Termination Date.
- 10.3. Site Host shall discontinue using the name, trademarks, service marks, and copyright that may have been consented to pursuant to Section 11 of this Agreement and shall cease from holding itself out as affiliated with Red E Charging.
- 10.4. Site Host shall return to Red E Charging all assets belonging to or associated with Red E Charging, including any and all samples, documents, guidelines, materials, EV Chargers, and intellectual property, or other items which may have been supplied to it or obtained in connection with its performance of this Agreement on the Termination Date.
- 10.5. Site Host shall not be entitled to keep, reproduce, or use any Confidential Information (as defined in Section 12.2), but rather shall immediately return any such Confidential Information to Red E Charging if they so possess.

- 10.6.** If Site Host elects to terminate the Agreement during the Term without cause, but after the thirty-sixth (36<sup>th</sup>) month Site Host must reimburse Red E Charging for all costs Red E Charging incurred for installing the EV Chargers on the Site, and all costs for Red E Charging to remove the EV Chargers from the Site.
- 10.7.** If Site Host terminates this Agreement during the Term without cause and prior to the end of the thirty-sixth (36<sup>th</sup>) month of the Term, Site Host is responsible to reimburse Red E Charging for the full cost of any EV Rebate that Red E Charging received, all costs Red E Charging incurred for installing the EV Chargers on the Site, and any costs for Red E Charging to remove the EV Chargers from the Site.

## **11. INTELLECTUAL PROPERTY:**

### **11.1.** Site Host shall not:

- a.** Create derivative works based on any of Red E Charging's intellectual property rights, including, without limitation, the EV Chargers, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, customer lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, URL links, websites, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records (collectively the "Intellectual Property");
- b.** Use Red E Charging's Intellectual Property without Red E Charging's prior written consent;
- c.** Copy, frame or emulate any part or content of the Intellectual Property;
- d.** Reverse engineer any Intellectual Property right;
- e.** Access the Intellectual Property for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service, or copy any features, functions, interface, graphics or characteristics of Red E Charging's Intellectual Property;
- f.** Use or display any Red E Charging Intellectual Property as a part of Site Host's business or assumed name, or in connection with the business or assumed name of Site Host's affiliates;
- g.** Use or display any Red E Charging Intellectual Property in any manner that violates any law or regulation;
- h.** Use or display any Red E Charging Intellectual Property that is distorted or altered in any way (including discoloring, inverting, stretching, etc.) from the original form provided by Red E Charging;
- i.** Use or display any Red E Charging Intellectual Property in any manner that disparages Red E Charging, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable by Red E Charging;

- j. Use or display any Red E Charging Intellectual Property in a manner that implies a relationship or affiliation with Red E Charging other than as described under this Agreement.
- k. Use or display any Red E Charging Intellectual Property in a manner that implies any sponsorship or endorsement by Red E Charging
- l. Directly or indirectly, register or apply for, or cause to be registered or applied for, any Red E Charging Intellectual Property that is substantially or confusingly similar to Red E Charging Intellectual Property that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Site Host by Red E Charging;
- m. Challenge or assist others to challenge Red E Charging Intellectual Property (except to the extent such restriction is prohibited by law) or the registration thereof by Red E Charging.

11.2. All right, title and interest in the Intellectual Property shall remain, the exclusive property of Red E Charging.

## **12. NONDISCLOSURE OF CONFIDENTIAL INFORMATION:**

12.1. Site Host agrees that, except as required in its duties to Red E Charging, it will not, during its performance of this Agreement and for all times subsequent to the termination of this Agreement, directly or indirectly, use, disseminate, or disclose any "Confidential Information" (as defined below) concerning the business, technology, services provided, plans for expansion, customers, brand partners, vendors, service partners of Red E Charging and will hold any and all such Confidential Information as a fiduciary.

12.2. "Confidential Information" means any and all trade secrets (as defined by Michigan law), software (in source or object code form), reports, plans, specifications, prototypes, designs, research studies, reimbursement studies, information regarding products sold, distributed or being developed by the Red E Charging and any other non-public information regarding the Red E Charging's current and developing technology, information regarding customers, prospective customers, clients, business contacts, prospective and executed contracts and subcontracts, information of a confidential or proprietary nature received from third parties, marketing and/or sales plans, or any other plans and proposals used by the Red E Charging in the course of its business; and any proprietary information regarding the Red E Charging's present or future business plans, financial information, budgets or any intellectual property, whether any of the foregoing is embodied in hard copy, computer-readable form, electronic form or otherwise.

**13. OWNERSHIP OF EV CHARGERS:** All EV Chargers are and shall remain the personal property of Red E Charging, regardless of the manner in which they may be attached to any other property. Site Host shall not permit any levy, lien, or other legal process to be attached to the EV Chargers and shall immediately notify Red E Charging if any of the foregoing shall occur.

14. **UTILITIES:** Red E Charging agrees to arrange and pay the charges for all utility services provided or used in or at the Site during the Term. Red E Charging shall pay directly to the utility company. In the event that utility services are disrupted and Site Host becomes aware of such disruption, Site Host shall use its best efforts to quickly notify Red E Charging as soon as possible of the disruption.
15. **USE:** Red E Charging shall use and occupy the Site during the Term for electric vehicle charging services. All use of the Site by Red E Charging shall comply with applicable codes, laws, and ordinances.
16. **PAYMENT FOR CHARGING SERVICES:** Red E Charging shall share revenue generated from the EV Chargers in the amount of \$0.03 per kilowatt-hour payable semi-annually. If the Term is renewed, during the first Renewal Term, Red E Charging shall pay a revenue share to Site Host in the amount of \$0.03 per kilowatt-hour, payable semi-annually. Payments shall be made via direct deposit unless otherwise agreed to by the Parties. Site Host shall have the right to audit any such reports upon demand.
17. **SITE HOST REPRESENTATIONS AND WARRANTIES:** Site Host represents and warrants to Red E Charging that:
- 17.1. Site Host has the appropriate legal authority to execute this Agreement, that it has all requisite Permits, and that it is not bound by any other agreement or commitment which precludes it from complying with the terms and conditions contained herein, and that it will perform under this Agreement in compliance with any applicable laws, rules, regulations, and ordinances.
- 17.2. Site Host shall not take any action that would impair or interrupt the use of the Site or the EV Chargers.
- 17.3. Site Host agrees to notify Red E Charging within a reasonable time if (i) it has knowledge of third-parties impairing or misusing the Site or EV Chargers, or (ii) it obtains knowledge of a needed repair to the Site or EV Chargers. If non-electric vehicle motorists repeatedly park in the Designated Parking Spaces thereby impairing use of the Designated Parking Spaces (and EV Chargers), then the Parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt.
- 17.4. Site Host shall use best efforts to actively monitor the Site to ensure that use of the EV Chargers is not impaired.
- 17.5. The Site shall be delivered free of environmental contamination for installation of the EV Chargers.
18. **CHARGING STATION IDENTIFICATION:** Red E Charging shall identify the charging stations by striping the pavement green and adding an EV Charging image to the Designated Parking Spaces ("Station Identification Work"), as reflected in **Exhibit B**. Site Host shall be responsible for any and all costs associated with implementation the Station Identification Work. Site Host acknowledges that Red E Charging may make any material revisions or additions to the signage depicted in **Exhibit B** in its sole and absolutely discretion.
19. **INDEMNIFICATION:** Site Host shall indemnify, defend, and hold Red E Charging, its affiliates, and any of their respective present and former directors, officers, members, shareholders, employees, representatives, and

agents, and all of its and their successors and assigns, harmless from and against any and all liabilities, losses, damages, expenses (including attorneys' fees, court costs, and other expenses of litigation), claims, penalties, or fines the Red E Charging may suffer, incur, or become liable for, based on or as a result of the following: (i) Site Host's breach of this Agreement; (ii) claims arising out of Site Host's negligent acts or omissions, recklessness, or willful misconduct; (iii) the loss of life or any injury to persons or property due to conditions existing at the Site, including Designated Parking Spaces, unless any such damages arise out of or relate to Red E Charging's willful misconduct; and (iv) environmental matters.

20. **INSURANCE:** Red E Charging shall carry commercial general liability insurance with limits of not less than the total value of the EV Chargers. A certificate evidencing such insurance may be requested by Site Host.
21. **ENVIRONMENTAL MATTERS:** Red E Charging shall have no liability for any environmental contamination unless caused by Red E Charging, its agents, employees or contractors. In the event of environmental contamination, Site Host agrees that it shall use best efforts to extinguish any and all such contamination on the Site and shall conduct examinations to confirm to that extent.
22. **ENVIRONMENTAL ATTRIBUTES:** As established in Section 13, Red E Charging is the owner of the EV Chargers provided under this Agreement and retains any and all rights to claim environmental attributes associated with the use of the EV Chargers, including, without limitation, carbon offset and other credits.
23. **ASSIGNMENT:** Site Host shall not have the right to assign its interest in this Agreement to any other party, unless the prior written consent of Red E Charging is obtained. Any assignment or attempt to assign this Agreement by Site Host shall be void *ab initio*. Nothing in this Section shall be construed to limit Red E Charging's ability to assign its rights under this Agreement to third parties. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, Site Host and Red E Charging, their respective legal representatives, successors, and assigns.
24. **BINDING EFFECT:** The Parties have executed and delivered this Agreement with the intent to form a legally binding contract. The Recitals above are incorporated into and made a part of this Agreement.
25. **APPENDICES:** All exhibits attached to this Agreement and referred to herein are hereby incorporated by reference as if fully set forth herein. Any exhibit not annexed hereto may be attached after the Effective Date hereof and which shall thereafter be incorporated by reference herein.
26. **NO THIRD-PARTY RIGHTS:** The provisions of this Agreement are for the exclusive benefit of Red E Charging and Site Host only, and no other party shall have any right or claim against either Party or be entitled to enforce any provisions hereunder against any Party hereto.
27. **RELATIONSHIP OF THE PARTIES:** The relationship between Red E Charging and Site Host is that of independent contractors and not that of employer-employee or principal-agent. Red E Charging shall not be considered the agent or legal representative of Site Host, nor shall Site Host be considered the agent or legal representative of Red E Charging. Neither Site Host nor Red E Charging, nor any of their respective directors, officers, agents, or employees shall have the right, power or authority to assume or undertake any obligation whatsoever or make any representation on behalf of the other unless authorized to do so in writing.

- 28. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, U.S.A., without regard to principles of conflicts of law.
- 29. SUBMISSION TO JURISDICTION:** Any claims, disputes, or differences arising out of this Agreement, which the Parties cannot resolve amicably shall be submitted to the exclusive jurisdiction of the Wayne County Circuit Court located within the State of Michigan. Site Host and Red E Charging consent and irrevocably agree that all actions or proceedings relating to this Agreement, or any related matter shall be litigated in that court. Site Host and Red E Charging each waive any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court. Site Host and Red E charging each waiver personal service of any and all process upon it.
- 30. INJUNCTIVE RELIEF:** Site Host recognizes that the obligations under this Agreement are special, unique and of extraordinary character. Site Host acknowledges the difficulty in forecasting damages arising from the breach of any of the obligations or restrictive covenants and that the non-breaching Party may be irreparably harmed thereby. Therefore, Site Host agrees that Red E Charging shall be entitled to elect to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity. In such action, Red E Charging shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.
- 31. LIMITATIONS OF LIABILITY:**
- 31.1.Disclaimer of Warranties.** Except as expressly provided herein or prohibited by applicable law, Red E Charging expressly disclaims any representation or warranty made, or that may have been made in connection with this Agreement, whether express, implied, statutory, or otherwise, including without limitation warranties of merchantability, fitness for a particular purpose, title uninterrupted service, and any warranty arising out of a course of performance, dealing or trade usage.
- 31.2.Exclusion of Consequential Damages.** Except as prohibited by applicable law, in no event shall Red E Charging be liable to Site Host for any special, indirect, incidental, exemplary, consequential, or punitive damages, including without limitation for the loss of data, business interruption, or lost profits, that in any way arise out of or relate to this Agreement, regardless of the theory of relief, whether or not Red E Charging has been advised to the possibility of such damages, and regardless of any claim or finding that a remedy suffers, a failure of its essential purpose. Notwithstanding the foregoing, this Section shall not apply with respect to any damages which arise out of or relate to Red E Charging's indemnification obligations under this Agreement.
- 31.3.Limitation of Liability.** Red E Charging's aggregate liability under this Agreement shall not exceed the aggregate payment amount received by Red E Charging pursuant to Section 16 in the twelve (12) calendar months prior to the event giving rise to the liability.
- 32. ENTIRE AGREEMENT:** This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, between the parties relating to the subject matter hereof; and (iii) may be amended only by written instrument as articulated in Section 33. Each Party represents and warrants that it is not relying on any statements of any other Party made at any time in entering into this Agreement.

33. **AMENDMENT:** This Agreement may not be amended or modified except by a written instrument that clearly sets forth the amendment(s) or modifications and is executed by both Site Host and Red E Charging. The amendment must explicitly state that it is an amendment or modification to this Agreement.
34. **SURVIVAL:** The provisions of Sections 9, 10, 11, 12, 13, 17, 19, 21, 24, 28, 29, 30, 31 and 36 survive termination of this Agreement regardless of the reason for termination.
35. **SEVERABILITY:** If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.
36. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, either between the Parties or a third-party, Red E Charging shall be entitled to collect from Site Host all costs incurred in such dispute, including reasonable attorneys' fees in addition to any other relief to which Red E Charging may be entitled.
37. **FORCE MAJEURE:** Neither of the Parties hereto shall be responsible for or liable to the other party for any damage or loss of any kind, directly or indirectly, resulting from pandemics, fire, flood, explosion, riot, rebellion, revolution, war, labor trouble (whether or not the fault of either party hereto), requirements or acts of any government or subdivision thereof, or any other similar cause beyond the reasonable control of the Parties (each a "Force Majeure Event"). The occurrence and the termination of any such event shall be promptly communicated to the other party. If after sixty (60) days, Force Majeure events cause default of obligations hereunder by a party, the non-defaulting party may immediately terminate after providing the defaulting party with notice.
38. **HEADINGS:** The section headings used in this Agreement are inserted for the purpose of convenience only and shall not be construed to limit or extend any provision hereof.
39. **WAIVER:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
40. **NO PRESUMPTION AGAINST DRAFTER:** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party drafting the Agreement.
41. **COUNTERPARTS; FACSIMILE OR ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will be considered one agreement. Facsimile or electronic signatures will be treated as original signatures.
42. **OTHER DOCUMENTS:** At or after the Effective Date, each of the Parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement.
43. **VOLUNTARY AND INFORMED EXECUTION:** The Parties acknowledge and agree that they have fully read, completely understand and voluntarily enter into and execute this Agreement and acknowledge they have been represented and advised by counsel or had ample opportunity to be represented by counsel during the negotiations and drafting of this Agreement.

44. **NOTICES:** All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in this Section. Copies of such correspondence shall be delivered via email as well as a courtesy if an email address is provided, but email notification does not suffice as effective notice for the purpose of this Agreement. Site Host and Red E Charging may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraphs.

**If by Site Host, to:**

**Contact Name:** Kevin Kardel  
**Position:** Chief Operating Officer  
**Address:** 2475 West Grand Blvd, Detroit, MI 48208  
**E-mail:** kevin@redecharge.com

**If by Red E Charging, to:**

**Contact Name:**  
**Position:**  
**Address:**  
**E-mail:**

*[The Remainder of this Page is Left Intentionally Blank, Signatures on Following Page]*



**IN WITNESS WHEREOF**, the Parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

RED E CHARGING, LLC

SITE HOST

---

**By: Kevin M. Kardel**

**Its: Chief Operating Officer**

---

**By:**

**Its:**

## **EXHIBIT A**

### **SITE DEPICTION AND ADDRESS**

## **EXHIBIT B**

### **STATION IDENTIFICATION WORK**





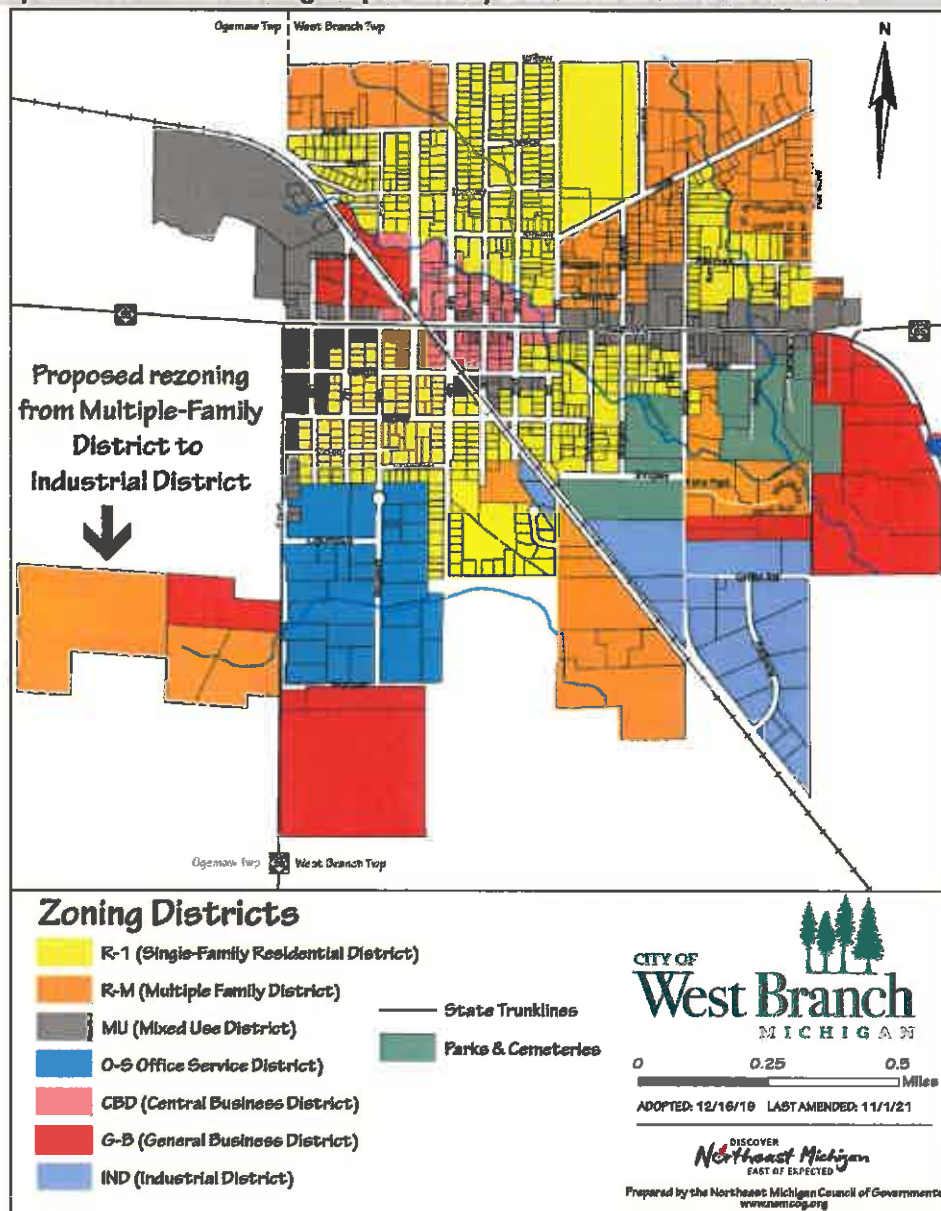
**City of West Branch  
Ordinance No. 23-01 of 2023**

**AN ORDINANCE TO AMEND THE CITY OF WEST BRANCH ZONING MAP TO REZONE PARCELS 052-625-002-01, 052-625-002-02, and 052-625-002-03 FROM MULTIPLE FAMILY DISTRICT TO INDUSTRIAL DISTRICT.**

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

**Section 1: Amendments to the Zoning Ordinance.**

**That the City of West Branch Zoning Map is hereby amended to show as follows:**



## **Section 2: Severability**

If any clause, sentence, paragraph or part of this Ordinance shall for any reason be finally adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment is rendered.

## **Section 3: Saving Clause**

The Village of Hillman Zoning Ordinance, except as herein or heretofore amended, shall remain in full force and effect. The amendments provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

## **Section 4: Effective Date**

The ordinance changes shall take effect upon the expiration of seven days after the publication of the notice of adoption.

\_\_\_\_\_  
Mayor, City of West Branch

\_\_\_\_\_  
Clerk, City of West Branch

I, \_\_\_\_\_, Clerk for the City of West Branch, hereby certify that the foregoing is a true and correct copy of Ordinance No. \_\_\_\_ of 2023 of the City of West Branch, adopted by at a meeting of the City Council held on \_\_\_\_\_.

A copy of the complete ordinance text may be inspected or purchased at the West Branch City Hall at 121 N. Fourth St. West Branch, MI.

Adopted: \_\_\_\_\_ Published: \_\_\_\_\_ Effective: \_\_\_\_\_, subject to PA 110 of 2006 as amended.



SPECIAL MEETING OF THE WEST BRANCH PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS  
OF CITY HALL, 121 NORTH FOURTH STREET, ON TUESDAY, JULY 25, 2023.

Vice Chairperson David called the meeting to order at 6:00 p.m.

Present: Bob David, Yvonne DeRosio, Kara Fachting, Mike Jackson, and Rusty Showalter.

Absent: Josh Erickson and Cori Lucynski

Others officers in attendance: Acting secretary/zoning administrator, John Dantzer

\* \* \* \* \*

All stood for the Pledge of Allegiance.

\* \* \* \* \*

At 6:06 pm Vice Chairperson Bod David opened the public hearing to take comment on the proposed changes to the zoning ordinance which would rezone property ID #s 052-625-002-01, 052-625-002-02, 052-625-002-03 from multi-family to industrial.

C. Edward Liang asked what brought about the need for the rezoning for that area. Secretary/administrator Dantzer explained the property was originally planned for a housing development. The developer the City was working with backed out of the plans due to cost and the City has been unable to find anyone else that was interested in a large scale housing development. Since then, the City was approached by a manufacturing firm looking to expand. The City discussed the next best thing to bringing in more housing was bringing in more jobs. Mr. Liang noted he had no concerns and thought it was a great idea and was in favor of it because it would benefit the community by creating jobs for the area.

A letter was shared from William Carey of the Carey Jaskowski Law Firm on behalf of the Brook of West Branch noting their opposition to the change noting concern for the quality of life for the residents of the Brook and concern that it could negatively impact their property values.

Member Showalter noted he believed it is a great opportunity for growth in the City.

Member DeRosio noted there could be a buffer as part of the agreement with the manufacturing developer.

Member Fachting noted the increased activity could give the residents at the Brook more things to watch as they are sitting out.

No one else wished to speak on the subject.

**MOTION BY DEROSO, SECOND BY JACKSON, TO CLOSE THE PUBLIC HEARING.**

**Yes — David, DeRosio, Fachting, Jackson, Showalter**

**No – None    Absent –Erickson, Lucynski    Motion carried**

\*\*\*\*\*

**MOTION BY DAVID, SECOND BY FACHTING, TO APPROVE THE MINUTES FROM THE MEETING HELD MAY 9, 2023.**

**Yes — David, DeRoso, Fachting, Jackson, Showalter**

**No – None    Absent –Erickson, Lucynski    Motion carried**

\*\*\*\*\*

A sign variance was reviewed for Richard Spies of the West Branch Pharmacy. Mr. Spies was asking for a variance to increase the height from 6' to 8'4" and to allow a total square footage of 40 sf. Zoning Administrator/secretary Dantzer noted there is a grey area in the sign ordinance that deals with message board types signs and monument signs. The ordinance has square footage of each type of sign that is allowed in each district but doesn't state what to do if there is a combination of both types of signs. The board discussed that while the building is in the mixed use district it was in a commercial area and was located adjacent to the general commercial district. They noted they did not see any safety issues nor would it have any negative affect on neighboring properties. It was the consensus to discuss the grey area further during a future update.

**MOTION BY FACHTING, SECOND BY JACKSON, TO APPROVE THE SIGN VARIANCE AS REQUESTED AND ALLOW A TOTAL HEIGHT OF 8'4" AND 40 TOTAL SF OF SIGN.**

**Yes — David, DeRoso, Fachting, Jackson, Showalter**

**No – None    Absent –Erickson, Lucynski    Motion carried**

\*\*\*\*\*

The Commission went over the Masterplan and discussed any changes that needed to be made. Zoning Administrator Dantzer noted they are scheduled for a complete update in 2024.

**MOTION BY FACHTING, SECOND BY JACKSON, THAT THEY DID NOT HAVE ANY UPDATES TO THE MASTERPLAN FOR 2022.**

**Yes — David, DeRoso, Fachting, Jackson, Showalter**

**No – None    Absent –Erickson, Lucynski    Motion carried**

\*\*\*\*\*

Member DeRoso noted she would need to abstain from the vote on the rezoning change due to a conflict of interest.



**MOTION BY JACKSON, SECOND BY SHOWALTER, TO ALLOW MEMBER DEROSO TO ABSTAIN ON THE REZONING CHANGE.**

**Yes — David, DeRoso, Fachting, Jackson, Showalter**

**No – None**

**Absent –Erickson, Lucynski**

**Motion carried**

\* \* \* \* \*

The Commission further discussed the potential change from multi family to industrial for the property noted in the public hearing.

Vice Chairperson David noted he was in favor of the rezoning with a greenbelt barrier. Member Fachting noted her concern that using trees or other types of greenbelts don't always hold up over time. The location of the greenbelt to provide the most protection was discussed and it was determined it made the most sense to have the greenbelt on City owned property which would make keeping up on the greenbelt easier because they would not have to rely on other property owners for the maintenance of it.

The Commission went over the future plans for the manufacturing company and noted there would be a large distance between the Brook and their buildings.

The Commission recommended reaching out to the owners of the Brook to discuss the plans. Secretary/Administrator Dantzer noted he was working on setting up a meeting.

Member Fachting noted her only concern was the trucks may use jake breaking which is noisy. It was discussed the trucks typically only run during the day and not at night.

**MOTION BY DAVID, SECOND BY JACKSON, TO RECOMMEND TO COUNCIL THE APPROVAL OF THE REZONING WITH A GREEN BELT TO BE REQUIRED BETWEEN THE INDUSTRIAL PROPERTY AND THE BROOK.**

**Yes — David, DeRoso, Fachting, Jackson, Showalter**

**No – None**

**Absent –Erickson, Lucynski**

**Motion carried**

\* \* \* \* \*

The Commission discussed the potential redevelopment of the old bicycle factory located at 201 N. Eighth St. It was noted that the developer did have an application for a Brownfield grant to help with the environmental review.

**MOTION BY FACHTING, SECOND BY JACKSON, TO OFFER THEIR SUPPORT FOR THE BROWNFIELD GRANT FOR THE OLD BICYCLE FACTORY AT 201 N. EIGHT ST.**

**Yes — David, DeRoso, Fachting, Jackson, Showalter**

**No – None**

**Absent –Erickson, Lucynski**

**Motion carried**

\* \* \* \* \*

Vice Chairperson David noted how well the City looked this summer and commended the City staff for their work.

Member DeRoso gave an update on local real estate transactions in town noting the condo off of Fariview was finished and they had an open house, the condo in W. River Park was started, and she was working on a closing for the bicycle factory. She also noted she was looking at trying to develop a county housing commission to work on housing needs.

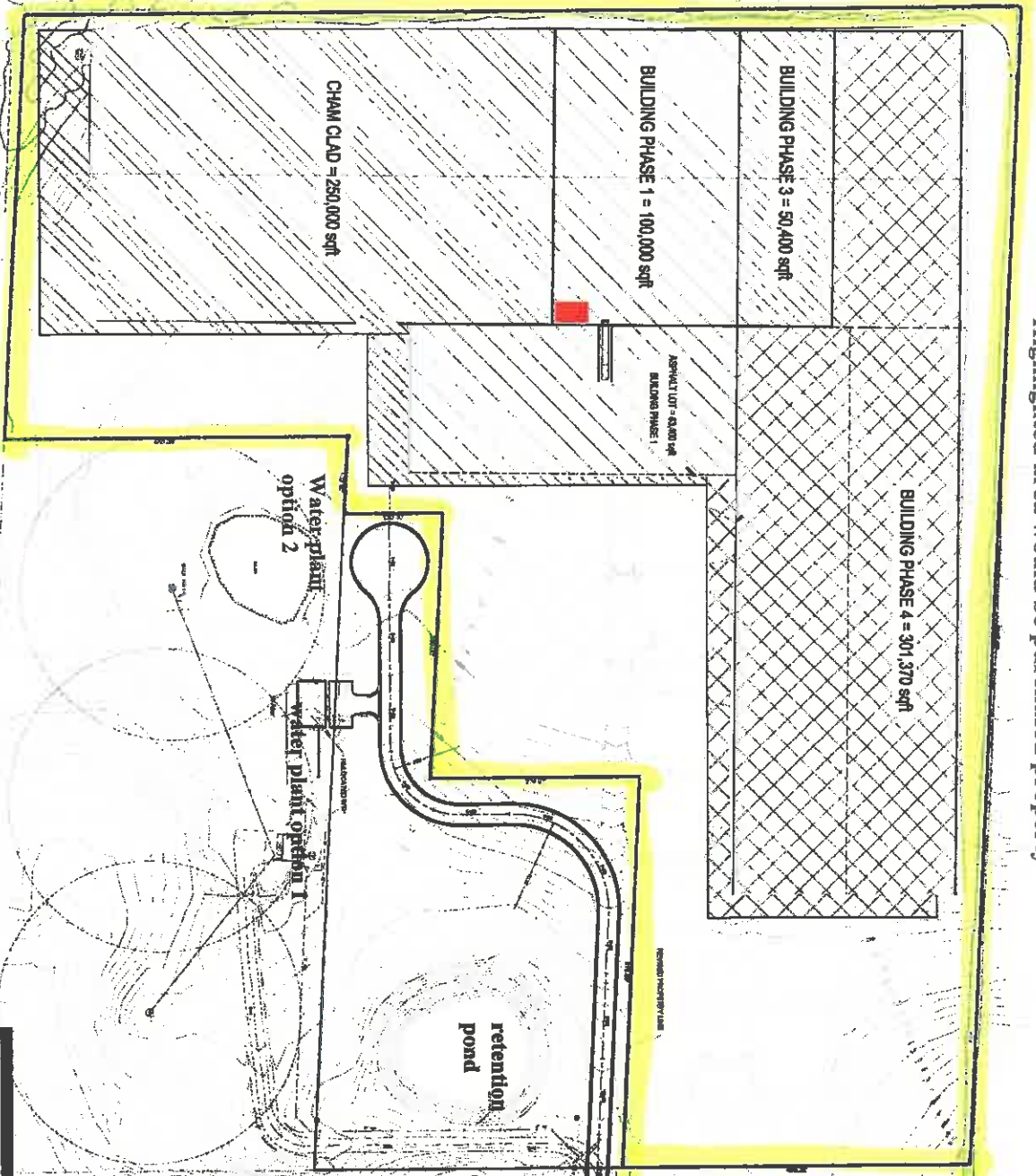
Member Fachting addressed wild turkey concerns within the City.

Secretary/Administrator Dantzer noted he did not have anything to address currently for the regular meeting on Aug 8<sup>th</sup> but did have a special use request that could be held during the time reserved for the second meeting of the month. It was the consensus of the Commission to cancel the Aug 8<sup>th</sup> meeting and only hold a meeting on Aug 22<sup>nd</sup>.

\* \* \* \* \*

Vice Chairperson David closed the meeting at 7:09 pm

Highlighted area would be purchased property





July 21, 2023

John Dantzer, City Manager  
City of West Branch  
121 North Fourth Street  
West Branch, MI 48661

Re: Rezoning of Parcel No. 052-625-002-01; 052-625-002-02 & 052-625-002-03

Dear Mr. Dantzer:

I write the instant correspondence as legal representative of The Brook of West Branch, Inc. and M-30 Limited Partnership. The Limited Partnership owns parcel 052-625-001-10. The Limited Partnership leases the building and properties located on the parcel to The Brook of West Branch. The Brook of West Branch operates an assisted and independent living facility on the parcel. The assisted and independent living facility has operated continuously at this site since May 1, 2003.

Recently, M-30 Limited Partnership received notice that the City of West Branch Planning Commission was recommending adoption of Ordinance 23-01, the purpose of which is to amend the zoning classification of the properties referenced above. From the notice it appears that the Planning Commission will be recommending to the City Council that the three parcels referenced above undergo a zoning reclassification from R-M to IND. Both The Brook of West Branch and M-30 Limited Partnership object to this recommendation. The net result of this recommendation is to encourage industrial development immediately adjacent to senior housing. If the parcels westerly and adjacent to The Brook of West Branch are developed for industrial activity, the quality of life for a substantial number of Ogemaw County senior citizens will be needlessly damaged.

The change of zoning from an R-M District to an IND District without transitional uses or a buffer is simply bad planning. We would encourage the City Council to develop a transitional zoning use over the east half of the parcels affected by the proposed rezoning classification. Separating senior housing from an industrial district is a better option for all concerned.

In addition to the disruption the residents of The Brook of West Branch will suffer (if they are made to live next door to industrial activity), the City of West Branch will also be detrimentally affected. A rezoning to industrial use will have an immediate, and negative, impact on the property values of M-30 Limited Partnership. The negative reduction in value will reduce the assessed value of the M-30 property.

**CAREY JASKOWSKI PLC**

July 21, 2023

Page 2

We urge the City Council to reject the recommendation of the Planning Commission as set forth in the notice referenced above. We would encourage the City Council to return the proposal to the Planning Commission for consideration of a buffer or transition zone between The Brook of West Branch and any property rezoned industrial.

We want the Planning Commission and the City Council to clearly understand our strong objections to the current rezoning proposal. Should the City Council not reject the recommendation of the Planning Commission as set forth in the notice, M-30 Limited Partnership and The Brook of West Branch will take all lawful and reasonable steps to protect their property interests.

Please ensure that this correspondence is submitted into the appropriate record as our objections. Please contact me with any questions you may have.

Sincerely,

**CAREY JASKOWSKI PLC**



William L. Carey  
Attorney at Law  
wcarey@carey-jaskowski.com

WLC:st  
Encls.

cc: Mayor Paul Frechette  
Clients  
File

---

## Sec. 15-311. Buffering regulations.

- (a) *Intent.* The intent and purpose of the buffer zone is to protect residential uses from the negative impacts associated with nonresidential uses where residential and nonresidential uses abut. These negative impacts include noise, debris, odors, dust, dirt, traffic, soil erosion, rainwater runoff and in some cases visible aspects of the abutting use. The buffer zone is also intended to prevent and improve blight in both residential and commercial areas by encouraging improvements to uses that abut residential districts. The objectives of this approach are:
- (1) To give the planning commission and the proponent as much opportunity to achieve the regulations by any suitable means.
  - (2) To encourage business owners to continue to invest in commercial improvements, including relocating on lots where a strict interpretation of the distance requirement cannot be met.
- (b) *When required.* Buffers are required for nonresidential property on the side which abuts residentially-zoned property or any residential use. Buffers are required even when the residentially-zoned adjacent lot is unimproved. A buffer will be required when any nonresidential use is expanded by way of an addition or demolition or a special land use approval is requested or a site plan review is requested. Otherwise, buffers are not required on commercial lots that are already developed as such. A buffer may consist of both physical distance separation and a physical sight, sound and odor separation as described in this chapter by a fence, wall or screen.
- (c) *Criteria.*
- (1) Prior to site plan review by the planning commission, the zoning administrator shall make recommendations, if requested by the developer, as to the character of the buffer that may be required at the site.
  - (2) The planning commission shall determine the character of the buffer based on the following criteria:
    - a. Traffic impact.
    - b. Increased building and parking lot coverage.
    - c. Increased outdoor sales, display and manufacturing area.
    - d. Physical characteristics of the site and surrounding area such as topography, vegetation, etc.
    - e. Visual, noise and air pollution levels.
    - f. Health, safety and welfare of the city.
  - (3) A buffer may consist of any or all of the following:
    - a. *Buffer area distance.* The distance required to be achieved between zones, in addition to the required yard on the side on which a residential district abuts a commercial or industrial districts, shall be according to the following table:

District	Distance Between Residential Zone or Use
I	45'
GC	30'
CBD	20'
O-S	20'

- 
- b. *Landscape screen, fence, or wall.* Continuous rolling screen six feet in height comprised of plant material, screen walls or fences or any combination of these elements is required pursuant to the construction standards in subsection (d) of this section. Wall heights may vary as shown in subsection (d) of this section.

(d) *Construction standards.*

- (1) *Landscape screens and fences.* If a landscape screen or fence is used for all or part of the buffer area, then:
  - a. The equivalent of two shrubs are required per 30 feet of wall or fence with at least 50 percent being 24 inches high at the time of planting and none being less than 12 inches at the time of planting.
  - b. All required plants shall be placed on the side facing the exterior of the nonresidential property.
  - c. Two evergreen trees must be planted for every 30 linear feet.
  - d. Continuous rolling screen at least six feet in height comprised of plant material, screen walls or fences, or any combination of these elements is required.

The planning commission may modify these requirements based on the site plan submitted.

- (2) *Walls.* If a wall is used for all or part of the buffer then, for those districts and uses listed below there shall be provided and maintained on those sides abutting or adjacent to a residential district an obscuring wall as required below.
  - a. Off-street parking area requirements: Four-foot, six-inch-high wall.
  - b. O-S, CBD, G-B district requirements: Four-foot, six-inch-high wall.
  - c. IND district (open storage areas, loading and unloading areas and service areas) requirements: five-foot-high to eight-foot-high wall.

(3) *General standards.*

- a. Required screening fences and walls shall be located on the lot line except where underground utilities interfere or in cases where the planning commission approves another location. The planning commission may approve screening fences and walls to extend to the front lot line. Required screening fences and walls may, upon approval of the planning commission, be located on the opposite side of an alley right-of-way from a nonresidential zone that abuts a residential zone when mutually agreeable to affected property owners. The continuity of the required fences or wall on a given block will be a major consideration of the planning commission in reviewing such request.
- b. Such walls and screening barriers shall have no openings for vehicular traffic or other purposes, except as such openings as may be approved by the zoning administrator. All walls herein required shall be constructed of materials approved by the zoning administrator to be durable, weather resistant, rust proof and easily maintained; and wood or wood products shall be specifically excluded.
- c. Masonry walls shall be erected on a concrete foundation which shall have a minimum depth of 42 inches below a grade approved by the zoning administrator and shall not be less than four inches wider than the walls to be erected.
- d. Masonry walls may be constructed with openings above 32 inches above grade, provided such openings are not larger than 64 square inches, provided that the openings shall be so spaced as to maintain the obscuring character required, and shall not reduce the minimum wall height requirement.

- 
- e. All areas outside of planting beds shall be covered with grass or other living ground cover.
  - f. Buffers are required to extend into the front yard area but shall not be closer to a road right-of-way than 15 feet. The planning commission may require the buffer to extend to the road right-of-way if it deems it necessary to accomplish the intent of this chapter.
  - g. All plantings including grass must be maintained in good healthy condition and must be replaced if they should die at any time.
  - h. Buffer areas must be designed by a person who is a licensed landscaper, certified landscape designer, engineer or architect. A drawing of all required landscaping, top and side profile, must be submitted to the planning commission for review prior to site plan approval.
  - i. The planning commission may require a performance bond, cash, irrevocable letter of credit, or other similar financial assurance satisfactory to the city. All financial deposits must be deposited with the city prior to the issuance of a building permit, in the amount of the planning commission's estimated cost of installing landscaping on a parcel and shall be held until all approved landscaping is installed. If landscaping is not installed in accordance with the approved site plan as determined solely by the city, the deposited financial assurance may be used to install the required landscaping and only any unused portion thereof will be returned.

(Ord. of 12-16-2019, § 3.20)



*The*  
**WEST BRANCH AREA  
CHAMBER OF COMMERCE**  
*is celebrating its*  
**100 YEAR  
ANNIVERSARY!**



**We are working with the chamber to publish the  
“Official” Special Section to commemorate this milestone!**

**ADVERTISING RATES**

Eighth Page.....	\$60
Quarter Page .....	\$140
Half Page .....	\$220
Full Page .....	\$380

*All ads include full color*

**Call to reserve your space now!**

**Kathy 989-450-6163**

**Grange 989-329-6487**

**Madisyn 989-903-5800**

**A publication of the**

**Ogemaw County  
VOICE**

## **RESOLUTION 23-22**

WHEREAS, the City of West Branch and the Michigan Department of Transportation have partnered for a Houghton Ave. reconstruction project (JN 201118), and

WHEREAS, this work will require detours on various streets within the City during MDOT's reconstruction of Houghton Ave, and

NOW, THEREFORE IT BE RESOLVED, the City of West Branch hereby approves the use of the following city streets for detours for various stages of the M-55 (Houghton Avenue) reconstruction project (JN 201118) in addition to streets approved under resolution 22-12 passed on May 2, 2022.

Fairview Road between M-55(Houghton Avenue) and State Street

State Street between Fairview Road and First Street

Sidney Street from First Street to Third Street

Third Street from Sidney Street to M-55 (Houghton Avenue)

Second Street from Sidney Street to M-55 (Houghton Avenue)

Valley Street from State Street to M-55 (Houghton Avenue)

Burgess Street from State Street to M-55 (Houghton Avenue)

Seventh Street from M-55 (Houghton Avenue) to Wright Street



MICHIGAN DEPARTMENT OF TRANSPORTATION  
Financial Operations  
LOCAL UNIT DEPOSITS  
**INVOICE**

WEST BRANCH, CITY OF  
121 N FOURTH ST  
WEST BRANCH, MI 48661-1217  
US

**Invoice Number:** 591-11102356  
**Customer Id:** 108004  
**Invoice Date:** July 10, 2023  
**Notice Date:** July 10, 2023  
**Total Due:** \$261,400.00

WEST BRANCH, CITY OF  
121 N FOURTH ST  
WEST BRANCH, MI 48661-1217  
US

MDOT Fed Id: 38-6000134 LOCAL UNIT DEPOSITS

Invoice Item	Qty	Unit Cost	Sales Tax	Total Cost
JOB # 201118CON PROJECT # 23A0622 CS# ST 65032 CONTRACT # 23-5059  TO FULFILL THE REQUEST MADE BY CITY OF WEST BRANCH UNDER THE TERMS OF AGREEMENT 23-5059 BETWEEN SAID PARTY AND MDOT	1.00	\$261,400.000	\$0.00	\$261,400.00

**Total Invoice:** \$261,400.00  
**Payment Due:** August 09, 2023

101-265.000 - 801.200 215,431<sup>88</sup>  
248-000.000 - 801.700 \$ 45,968<sup>12</sup>

101-000.000 - 339.000 - 215,431<sup>88</sup>  
101-000.000 529.000 \$ 215,431<sup>88</sup>

REMIT PAYMENT TO: STATE OF MICHIGAN  
TO ENSURE PROPER CREDIT, SEND THIS PORTION WITH PAYMENT TO:  
**ATTENTION: FINANCE CASHIER**  
PO BOX 30648

LANSING, MI 48909

(Please note or make any address corrections below.)

WEST BRANCH, CITY OF  
121 N FOURTH ST  
WEST BRANCH, MI 48661-1217  
US

**INVOICE NUMBER**  
**591-11102356**  
FIN AD

**Total Due:** \$261,400.00



michigan municipal league

## Liability & Property Pool Workers' Compensation Fund

July 3, 2023

Ms. Michelle Frechette, Treasurer  
City of West Branch  
121 North Fourth Street  
West Branch, MI 48661-1217

### RE: MML POOL AND FUND LOSS CONTROL SERVICES - P

Dear Ms. Frechette,

I would like to thank your staff for the hospitality extended during my June 26, 2023, loss control visit. It was a pleasure to meet with everyone to discuss the various issues that affect your risk management efforts.

Our experience has shown that one of the most effective strategies for members to reduce risks – and the cost of insurance coverage – is to be proactive about implementing and maintaining best practices and to comply with sensible loss control recommendations.

*With my visit and our recent conversation in mind, the attached recommendations are intended to help your organization manage its risk exposures. Please respond within the next 30 days either by email or by completing the attached form and sending via US mail.*

The Michigan Municipal League offers a wealth of resources to support your risk management endeavors, including: the Risk Management is Good Management program for self-assessment and progress relative to best practices; Risk Control Solutions articles; the Safety and Health Resource Manual; and access to Safetysurance, an online library of safety training videos and information. The Law Enforcement Action Forum (LEAF) quarterly newsletters and LE Risk Control Manual of model policies provide highly specialized guidance for your organization's law enforcement executive.

The above are all available in the *Risk Management Resources* area of the MML website and well worth taking the time to review. Please see the next page for detailed descriptions and links.

If you have any questions regarding the topics we discussed or the attached recommendations, please do not hesitate to contact me at [dsperry@meadowbrook.com](mailto:dsperry@meadowbrook.com) or (231) 288-9928.

Sincerely,

David Sperry, JD, MPA, CPCU, ARM  
Senior Loss Control Consultant  
MML Loss Control Services

**Service Provider: Meadowbrook® Inc.**

**Loss Control & Member Services:** P.O. Box 5174, Southfield, MI 48037 • PH: 248.358.1100 • 800.482.2726 • FX: 248.358.0534  
**Southfield Claims Service:** P.O. Box 5174, Southfield, MI 48086-5174 • PH: 248.358.1100 • 800.482.2726 • FX: 248.358.3251  
**Grand Rapids Claims:** 3196 Kraft Ave, SE, Suite 206, Grand Rapids, MI 49512 • PH: 616.942.0311 • 800.752.7477 • FX: 616.942.0390

[www.mml.org](http://www.mml.org)

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## **MML RISK MANAGEMENT RESOURCES**

Available on the MML website at:

<https://mml.org/programs-services/risk-management/risk-management-resources/>

### **Risk Management is Good Management Program**

The *Risk Management is Good Management Program* (RMGM) is a self-paced program for evaluating and improving your organization's risk management efforts. It provides you and your staff with thorough information on what constitutes best practices in focused areas of risk exposure; tools for conducting self-assessments of your operations, policies, and procedures relative to those best practices; and guidance on specific loss control strategies that can be implemented in response to the findings.

I encourage your organization to adopt the RMGM program as part of its everyday operational protocols. Please familiarize yourself with the self-evaluation checklists and share them with your department heads for completion, if you haven't done so already. MML Loss Control Services is available to provide advice and support for your implementation of this program, as needed.

### **Risk Control Solutions**

*Risk Control Solutions* are preventive guidance "white papers" that address more than 50 areas of significant risk exposure common to public agencies. They offer detailed information and analysis on each topic, including regulatory requirements and standards, legal perspectives, and practical recommendations to reduce or eliminate exposure, accompanied by references, checklists, and sample policy language.

### **Safety & Health Resource Manual**

The *Safety & Health Resource Manual* is designed to assist your organization in developing policies for accident and injury prevention. The manual's 18 chapters cover a wide array of subjects such as Confined Space Entry, Machine Guarding, Lock-out/Tagout Programs, Employment Practices, Safety Committees, and MIOSHA requirements. The manual includes sample policies that can be tailored to meet your needs.

### **SafetySurance**

*SafetySurance* is an online library of safety and accident prevention training, information, and resources, including streaming videos on a wide variety of topics. I provided instructions on how to register and log on to the web site. I encourage you to use this resource to train employees on safety topics of interest.

### **Law Enforcement Risk Control Manual**

The *Law Enforcement Risk Control Manual* of model policies and associated materials have been developed in coordination with the Law Enforcement Action Forum (LEAF) of about 30 Michigan LE executives and reviewed by expert consulting attorneys. The manual is held in a password-protected area of the website – your law enforcement executive or a designee can access it by completing a simple online request form.

**LOSS ANALYSIS – Workers' Compensation Fund**

I shared with you a detailed loss analysis of your workers' compensation claims experience covering the period from 1/1/2020 through 6/25/2023. This analysis identified that the city reported 4 claims during this period with a total of \$9,053.69 in incurred costs. Your current workers' compensation Experience Modification Factor (EMF) is 1.01, which is down from the previous policy year.

**LOSS ANALYSIS – Liability & Property Pool**

I shared with you a detailed loss analysis of your property and liability claims experience covering the period from 1/1/2020 through 6/25/2023. This analysis identified that the city reported 7 claims during this period with a total of \$14,888.27 in incurred costs and a cumulative loss ratio of 5.32%.

**MML POOL & FUND LOSS CONTROL SERVICES**

Prepared for: Michelle Frechette, Treasurer, City of West Branch  
Prepared by: DS

July 3, 2023

Page 4 of 4

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**LOSS CONTROL RECOMMENDATIONS**

**Loss Control Survey Date: June 26, 2023**

The loss control recommendations below were developed to assist your organization in its risk management efforts. *Please respond within the next 30 days either by email or by completing the attached form and sending via US mail.*

As you review the recommendations presented here, please remember that there are undoubtedly other elements of your operations which present varying degrees of risk. While my recommendations will assist you in managing your risk exposure, I cannot guarantee that I have identified and addressed every potential cause of loss, whether currently in existence or which may arise in the future. You should continue your organization's own efforts to identify and reduce risk exposures.

**Administration/All Dept.**

01-23-2: Recent cases from the U.S. and Michigan Supreme Courts have expanded protected characteristics to include sexual orientation and gender identity. Employers should review current policies, procedures, and training to ensure that these new developments are properly covered and enforced with all departments in employment practices. The city may need to consult with its legal counsel to update and revise current personnel policies and procedures.

Please respond here: ☐ Agree, Will implement as outlined.  
☐ Disagree for reasons listed below:

Response:

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**Public Works Dept.**

No recommendations.

**Police Dept.**

No recommendations.

# **CITY OF WEST BRANCH PERSONNEL POLICIES MANUAL**

## **1. INTRODUCTION TO THE MANUAL**

### **1.01 Purpose of the Manual**

The purpose of these policies is to establish formal procedures to be used as a guide to personnel matters and as a basis for consistent and fair treatment of employees of the City of West Branch (the City). However, this Manual does not constitute a contract and nothing included herein shall be construed so as to create a legally binding contract between the City and any City employee or official. The City reserves the right to modify or discontinue any of the policies or employee benefits described in this manual, or modify the compensation of employees, by resolution of the City Council as based on the recommendation of the City Manager, or through administrative amendment.

Employees are expected to use good judgment in their actions, especially regarding the impact of their actions upon co-workers and the public image of the City.

To accomplish this, it shall be the responsibility of each employee to:

- Treat other employees and the general public in a courteous manner.
- Act in accordance with the highest ethical standards in all dealings with public officials, employees, residents, consultants and contractors.
- Understand that discrimination based on race, color, religion, national origin, sex, marital status, sexual orientation, age, handicap, political affiliation, gender identity, or other protected classes is unacceptable.
- Perform job duties in a proper, efficient and safe manner and to the best of his/her ability.
- Observe at all times, all City of West Branch work rules, policies and procedures.

### **1.02 Application of Policies**

These policies and procedures apply to all of the City's employees unless otherwise specifically provided. In situations where collective bargaining agreements, individual employment agreements, or insurance plan documents specifically differ from these policies, then the applicable provision(s) of the subject agreement shall govern. In all other areas, these policies should be referred to as guidance in personnel policy matters. The policies contained herein shall govern regardless of past practices or former policies.



### 3. EMPLOYEE SELECTION AND RELATED REQUIREMENTS

#### 3.01 Equal Employment Opportunity

It is the policy of the City of West Branch to provide equal opportunity to all qualified individuals in its recruitment, hiring and employment practices and to assure that there will be no discrimination against any person on the grounds of race, color, religion, sex, age, sexual orientation, national origin, political affiliation, marital status, handicap, gender identity, or other protected classes.

#### 3.02 Accommodation of Handicaps

Michigan law requires employers to make accommodations to handicapped applicants and employees where the accommodation does not impose an undue hardship on the employer. Handicapped employees and applicants may request an accommodation of their handicap by notifying the City in writing of the need for accommodation within one hundred and eighty-two (182) days of the date the handicapper knows or should know that an accommodation is needed. Failure to properly notify the City will preclude any claim that the City failed to accommodate the handicapper.

#### 3.03 Application for Position Opening

All applicants seeking employment with the City must complete a job application form and submit it to the City Manager. Additionally, a resume may be required depending on the particular position. The purpose of the application is to obtain pertinent information related to the applicants' education, training and qualifications. Collective bargaining agreements may specify application and posting procedures for vacant union positions. Consult your contract for details.

#### 3.04 Rejection of Applications

The City considers the accuracy of the information the applicant provides during the employment process to be of utmost importance. The City may reject employment applications or dismiss current employees if the City finds inaccuracies in the job application or submitted resume. Further, applications may be rejected for reasons including, but not limited to, the following:

- The applicant is found to lack any of the established qualification requirements for the position to which he/she seeks appointment.
- The applicant has made a false statement on their application or resume with regard to any material facts.
- The applicant has practiced or attempted to practice deception or fraud in their application or resume, in his or her examination or interview, or in securing eligibility for appointment.
- Any other just reasons.

#### 3.05 Selection: Internal Promotions and New Appointments

##### Internal Promotions

The City of West Branch adheres to a policy of promotion from within wherever possible, and in accordance with union contractual provisions and State and federal laws governing employment selection.

Employees within the Department that has a vacancy will have the initial opportunity for promotion. If no viable candidate is found within the Department, employees from other departments may apply and receive preference in hiring if qualified.

The City does not discourage political participation or activity. However, certain restrictions are imposed to insure the integrity and impartiality of the City. In this regard:

- Employees of the City shall not engage in political activities on behalf of a candidate for partisan or non-partisan election during those hours when the employee is being compensated for the performance of his/her duties as a City of West Branch employee. This includes distributing or circulating literature or paraphernalia for or against an issue or candidate.
- Solicitation and/or distribution of literature is prohibited during working hours or in work areas. Working hours include the actual working time (excluding designated breaks or meal periods) of both the individual performing the solicitation or distribution and the employee to whom it is directed.
- Employees of the City shall not solicit or receive or be in any manner concerned in soliciting or receiving, any assessment, subscription or contribution for any political party or any political purpose whatsoever, during those hours when the employee is being compensated for the performance of his/her duties as a City of West Branch employee.
- Employees involved with political campaigns shall do so as private citizens. Employment status with the City shall not be referenced when campaigning for or against any candidate or ballot issue, question or proposal. Employees involved with political activity shall neither claim to represent the City or claim their views or opinions reflect the views or opinions of the City.
- Equipment, materials and supplies belonging to the City, including the City's letterhead, shall not be used in support of political activities.

If a conflict of interest should arise, City Council may require an employee take a leave of absence or resign employment with the City.

#### 4.12 Harassment

The City of West Branch will not tolerate harassment in the workplace; each employee has a right to work in an environment free from intimidation. This policy applies equally to all unlawful forms of harassment in the work place including sexual, ethnic, racial, religious, age, handicap, gender identity, or other protected classifications.

Please review the City's formal sexual harassment and unwanted conduct policy, contained in Appendix C, for greater detail.

Any employee or applicant who believes that he or she has suffered harassment can report the incident(s) directly to their supervisor, Department Head, the City Manager, Mayor, or to a City Council member. The City will not tolerate retaliation against any employee reporting a violation of this policy.

July 10, 2023

**Michigan Municipal League Annual Meeting Notice**

**(Please present at the next Council, Commission or Board Meeting)**

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, October 18-20, 2023. The League's "Annual Meeting" is scheduled for 4:30 pm on Wednesday, October 18 in Governors' Hall A at the Grand Traverse Resort & Spa. The meeting will be held for the following purposes:

1. Election of Trustees. To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. Policy. A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

**B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)**

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **September 18, 2023**.

3. Other Business. To transact such other business as may properly come before the meeting.

**Designation of Voting Delegates**

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than September 18, 2023.**

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

**"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."**

**1. Election of Trustees**

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

**2. Statements of Policy and Resolutions**

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus, the deadline this year for the League to receive resolutions is **September 18, 2023**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, "Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.



### 3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, October 17, 2023 at the Grand Traverse Resort & Spa for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

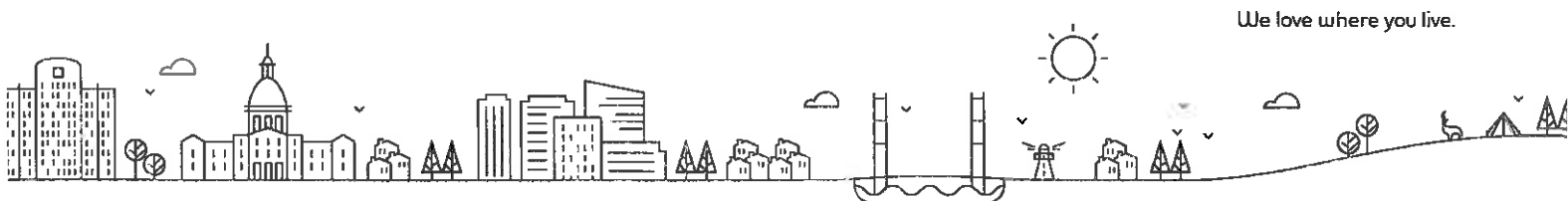
Sincerely,



Barbara Ziarko  
President  
Councilmember, City of Sterling Heights



Daniel P. Gilmartin  
Executive Director & CEO



**I. PROJECT NAME AND LOCATION**

<b>Project Name:</b>	201 North 8 <sup>th</sup> Street		
<b>Project Address:</b>	201 North 8 <sup>th</sup> Street		
<b>Project City:</b>	West Branch		
<b>Project County:</b>	Ogemaw	<b>Project Zip Code:</b>	48661
<b>State Senate District:</b>	35	<b>State House District:</b>	103

**II. APPLICANT INFORMATION**

<b>Type of Entity:</b>	<input checked="" type="checkbox"/> Local unit of government (LUG, i.e., county, city, village, or township, including a brownfield redevelopment authority [BRA], economic development corporation [EDC], or public body created pursuant to state law) <input type="checkbox"/> Non-profit entity (501c3) (Requires attached letter of support from LUG as defined above) <input checked="" type="checkbox"/> Property owner/prospective purchaser/developer (Requires attached letter of support from LUG as defined above)		
<b>Applicant Name and Entity (if applicable):</b>	City of West Branch		
<b>Applicant Address:</b>	121 North Fourth Street		
<b>Applicant City:</b>	West Branch	<b>Applicant Zip Code:</b>	48661
<b>Applicant Name and Entity (if applicable):</b>	Steve Barton, Barton Beverage LLC		
<b>Applicant Address:</b>	21216 Gratiot Avenue		
<b>Applicant City:</b>	Eastpointe	<b>Applicant Zip Code:</b>	48021

## Brownfield Site Assessment Application

APPLICANT CONTACT INFORMATION			
<b>Name:</b>	John Dantzer		
<b>Title:</b>	City Manager, West Branch		
<b>Address, City, State, Zip Code (if different than above):</b>	Same as above		
<b>Phone:</b>	989-345-0500		
<b>Email:</b>	citymanager@westbranch.com		
<b>Name:</b>	Steve Barton		
<b>Title:</b>	CEO		
<b>Address, City, State, Zip Code (if different than above):</b>	Same as above		
<b>Phone:</b>	586-713-3338		
<b>Email:</b>	steve@bartonbeverage.com		
<b>III. USER INFORMATION (if different than applicant)</b>			
<b>Type of Entity:</b>	<input type="checkbox"/> LUG <input type="checkbox"/> Non-profit entity (501c3) <input checked="" type="checkbox"/> Property owner/prospective purchaser/developer		
<b>User Name and Entity (if applicable):</b>	Steve Barton, Barton Beverage LLC		
<b>User Address:</b>	21216 Gratiot Avenue		
<b>User City:</b>	Eastpointe	<b>User Zip Code:</b>	48021
USER CONTACT INFORMATION			
<b>Name:</b>	Steve Barton		
<b>Title:</b>	CEO		
<b>Address, City, State, Zip Code (if different than above):</b>	21216 Gratiot Avenue, Eastpointe, MI 48021		
<b>Phone:</b>	586-713-3338		



## Brownfield Site Assessment Application

Email: **steve@bartonbeverage.com**

#### IV. PROPERTY ELIGIBILITY INFORMATION

<p><b>Is the property a brownfield site?</b>          (A brownfield site is a property that the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.)          If no, contact the Brownfield Site Assessment (BSA) Program Coordinator.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p><b>Does the property have any of the following? Provide a detailed explanation for yes answers:</b></p> <ul style="list-style-type: none"> <li>➤ A liable party known to have caused or contributed to a release at the site? <b>A causational liable party was not identified at this time, and the current owner is BEA liable. The district has no intent to pursue the BEA liable owner.</b></li> <li>➤ Known environmental actions or enforcements by a regulatory agency?</li> <li>➤ A liable party undertaking corrective actions at the site?</li> <li>➤ Deed restriction, land, or resource use restriction?</li> </ul>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> No
<p><b>Is the property listed on the United States (U.S.) Environmental Protection Agency (EPA) National Priorities List (NPL aka Superfund list)?</b></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p><b>Is the property subject to an EPA planned or ongoing removal action?</b></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p><b>Is the property subject to jurisdiction, custody, or control of the U.S. government?</b></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p><b>Is the property subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued or entered into by parties under any of the following: Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA aka Superfund), Solid Waste Disposal Act (SWDA) and/or Resource Conservation and Recovery Act (RCRA), Federal Water Pollution Control Act, Toxic Substances Control Act (TSCA), Safe Drinking Water Act? If yes, please explain:</b></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p><b>Is the property subject to corrective action under the SWDA and a corrective action permit or order has been issued or modified to require the implementation of corrective measures, subject to an U.S. EPA planned or ongoing removal action?</b></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p><b>Is the property a land disposal unit where a closure notification under subtitle C of the SWDA has been submitted and closure requirements have been specified in a closure plan or permit subject to jurisdiction, custody, or control of the U.S. government?</b></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p><b>Has there been a release of polychlorinated biphenyls (PCBs) on any portion of the property that is subject to remediation under the TSCA?</b></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p><b>Have resources been expended on any assessment/redevelopment work at this property to spur property redevelopment. Include private investment and local, state and/or federal grants and loans? Provide a detailed explanation for yes answers.</b>  <b>Barton Beverage completed a Phase I ESA.</b></p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No



**IV. PROPERTY ELIGIBILITY INFORMATION**

Has the applicant or user received in the past, is currently receiving, or has applied for federal brownfield assessment/cleanup funding for this property? If yes, please indicate year applied, received, amount of funding received, and project status, as applicable.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is the current owner willing to provide access to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) personnel and its authorized contractors to conduct the proposed work? Consent to enter private property agreement is required.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**FOR EGLE USE ONLY**

Proposed primary funding source: <input type="checkbox"/> 104(k) <input checked="" type="checkbox"/> 128(a) <input type="checkbox"/> State Funds		
Is the property in a disadvantaged/underserved community? If yes, choose at least one criterion and provide further explanation below: <input checked="" type="checkbox"/> Disadvantaged according to Climate and Economic Justice Screening Tool (CEJST) Map <input checked="" type="checkbox"/> Low income <input type="checkbox"/> High and/or persistent poverty <input type="checkbox"/> High unemployment/underemployment <input type="checkbox"/> Racial and ethnic residential segregation <input type="checkbox"/> Linguistic isolation <input type="checkbox"/> High housing cost burden and substandard housing <input type="checkbox"/> Distressed neighborhoods <input type="checkbox"/> High transportation cost burden and/or low transportation access <input type="checkbox"/> Disproportionate environmental stressor burden and high cumulative impacts <input type="checkbox"/> Limited water and sanitation access and affordability <input type="checkbox"/> Disproportionate impacts from climate change <input checked="" type="checkbox"/> High energy cost burden and low energy access <input type="checkbox"/> Jobs lost through the energy transition <input type="checkbox"/> Access to healthcare <input type="checkbox"/> Geographic areas within Tribal jurisdictions <input type="checkbox"/> Other: (Please explain)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Further explanation: (e.g., See CEJST Map attached, 70 <sup>th</sup> percentile for low income according to the EJ Screen Report attached, poverty level higher than the states average according to the EJ Screen Report attached, etc.)		

## Brownfield Site Assessment Application

**IV. PROPERTY AND OWNERSHIP INFORMATION (Add rows as needed)****PROPERTY INFORMATION**

Property Address	Parcel ID #	Latitude (Decimal: 8 digits)	Longitude (Decimal: 8 digits)	Acreage
201 North 8 <sup>th</sup> Street, West Branch, MI 48661	65-052-619-013-20	44.27799705	-84.24627536	0.62
65-011-024-049-00 (No Address)	65-011-024-049-00	44.27799705	-84.24627536	4.33

**CURRENT OWNER**

Property Address	Current Owner Information (Name, Address, City, State, Zip, Email, Phone Number)	Ownership Type	Date of Acquisition	Property Acquisition Type	Did Current Owner Complete a Baseline Environmental Assessment (BEA)	
201 North 8 <sup>th</sup> Street, West Branch, MI 48661	Robert E. Cherry 52820 S Yorktown CT, Chesterfield, MI 48051-229	<input type="checkbox"/> Government <input type="checkbox"/> Public Agency <input checked="" type="checkbox"/> Private	2005	<input type="checkbox"/> Tax Reversion <input type="checkbox"/> Donation <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Inheritance <input type="checkbox"/> Other: explain	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
65-011-024-049-00 (No Address)	Robert E. Cherry 52820 S Yorktown CT, Chesterfield, MI 48051-229	<input type="checkbox"/> Government <input type="checkbox"/> Public Agency <input checked="" type="checkbox"/> Private	2005	<input type="checkbox"/> Tax Reversion <input type="checkbox"/> Donation <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Inheritance <input type="checkbox"/> Other: explain	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown

## Brownfield Site Assessment Application

## FUTURE OWNER

Property Address	Future Owner Information (Name, Address, City, State, Zip, Email, Phone Number)	How will the property be acquired? (Tax reversion, donation, purchase, inheritance, other: explain)	Future ownership plan for property
201 North 8 <sup>th</sup> Street, West Branch, MI 48661	Steve Barton 21216 Gratiot Avenue, Eastpointe, MI 48021	Purchase	Relocate existing manufacturing business.
65-011-024-049-00 (No Address)	Steve Barton 21216 Gratiot Avenue, Eastpointe, MI 48021	Purchase	Relocate existing manufacturing business.

## V. PROPERTY USE AND ENVIRONMENTAL CONDITIONS (Add rows as needed)

## HISTORICAL PROPERTY USE

(List the known former uses of the property below, including dates, owners, and potential contaminants associated with each property use by address.)

Property Address	Date Range (Year)		Property Use	Potential/Known Contaminants and/or Recognized Environmental Conditions (RECs)	Property Owner	Property Operator	Owner / Operator Believed to Have Caused Contamination	
	From	To						
201 North 8 <sup>th</sup> Street, West Branch, MI 48661	Prior to 1939	1948	Unknown	Unknown	Unknown	Unknown	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	1948	2012 (per the Phase I) 1980s (per DEC evaluation)	Warehouse and rail spur for the bicycle manufacturing company, and Sempco Inc. (metal coating company)	Potential Contaminants – petroleum-based products, lead based paints, metal coatings, solvents  RECs – historic uses; bike manufacturing, metal coating company, railroad lines/spur, potential for abandoned USTs	Unknown (bicycle company), Sempco Inc.	Unknown (bicycle company), Sempco Inc.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
							<input type="checkbox"/> Unknown	

## Brownfield Site Assessment Application

	2012	Present	Vacant	Unknown	Robert E. Cherry	Robert E. Cherry	<input type="checkbox"/> Yes	<input type="checkbox"/> No
							<input checked="" type="checkbox"/> Unknown	
65-011-024-049-00 (No Address)	Prior to 1939	1948	Unknown	Unknown	Unknown	Unknown	<input type="checkbox"/> Yes	<input type="checkbox"/> No
							<input checked="" type="checkbox"/> Unknown	
	1948	2012 (per the Phase I) 1980s (per DEC evaluation)	Warehouse and rail spur for the bicycle manufacturing company, and Sempco Inc. (metal coating company)	Potential Contaminants – petroleum-based products, lead based paints, metal coatings, solvents  RECs – historic uses; bike manufacturing, metal coating company, railroad lines/spur, potential for abandoned USTs	Unknown (bicycle company), Sempco Inc.	Unknown (bicycle company), Sempco Inc.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
							<input type="checkbox"/> Unknown	
	2005	Present	Vacant	Potential Contaminants – petroleum-based products, lead based paints, metal coatings, solvents  RECs – historic uses; bike manufacturing, metal coating company, railroad lines/spur, potential for abandoned USTs	Robert E. Cherry	Robert E. Cherry	<input type="checkbox"/> Yes	<input type="checkbox"/> No
							<input checked="" type="checkbox"/> Unknown	

## Brownfield Site Assessment Application

CURRENT PROPERTY USE					
Property Address	Date Operations Began	Current Operations at the Property	Potential/Known Contaminants and/or RECs	Current Occupant Name and Address	Current Owner / Operator Believed to Have Caused Contamination
201 North 8 <sup>th</sup> Street, West Branch, MI 48861	2005	Vacant	Potential Contaminants – petroleum-based products, lead based paints, metal coatings, solvents  RECs – historic uses; bike manufacturing, metal coating company, railroad lines/spur, potential for abandoned USTs	Not Applicable	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
65-011-024-049-00 (No Address)	2005	Vacant	Potential Contaminants – petroleum-based products, lead based paints, metal coatings, solvents  RECs – historic uses; bike manufacturing, metal coating company, railroad lines/spur, potential for abandoned USTs	Not Applicable	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown

## Brownfield Site Assessment Application

**ANY ADDITIONAL INFORMATION**  
(Summarize any additional information if known)

**PETROLEUM INFORMATION**

Have underground storage tanks (USTs) ever been located on the property?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Suspected <input type="checkbox"/> Unknown
Are USTs <u>currently</u> present on the property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Suspected <input type="checkbox"/> Unknown
Does the site contain USTs registered with the Michigan Department of Labor and Regulatory Affairs (LARA)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown
Has a UST release been reported for the property?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Suspected <input type="checkbox"/> Unknown

**Additional UST Information (Please provide any additional UST info if known)**

**HAZARDOUS SUBSTANCE INFORMATION**

Are there any potential hazardous materials at the property [e.g., containers of cleaners/chemicals/paints, asbestos containing materials (ACMs), lead based paint (LBP), fluorescent light ballasts, refrigerants, mercury thermometers, etc.]. If yes, please explain and provide any copies of hazardous materials/asbestos surveys if available:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unknown
Was there ever a non-UST related release of a hazardous substance on the property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unknown

**Known Hazardous Substance Release Information**

Property Address	Date of Release	Description of Release	Status	Release ID#

## Brownfield Site Assessment Application

### ADDITIONAL INFORMATION

To the best of your knowledge, did the applicant or user cause or contribute to contamination that is known or may be discovered at the project site?

☐ Yes

☒ No, did NOT cause or contribute to contamination

☐ May have caused or contributed to contamination

To the best of your knowledge, did the current owner cause or contribute to contamination that is known or may be discovered at the project site?

☐ Yes

☒ No, did NOT cause or contribute to contamination

☐ May have caused or contributed to contamination

To the best of your knowledge, did the developer cause or contribute to contamination that is known or may be discovered at the project site?

☐ Yes

☒ No, did NOT cause or contribute to contamination

☐ May have caused or contributed to contamination

**VI. ECONOMIC AND REDEVELOPMENT INFORMATION**

Describe the reason for requesting the site assessment including the proposed redevelopment / future use of the property:

The site is a known facility and has sat vacant for well over a decade. The site assessment assistance is being requested to assist with identifying current site conditions associated with historical site use and potential and/or known environmental impact(s), and to identify the proper steps to address potential onsite impact. In addition, the assessment program aides with offsetting costs associated with redeveloping this blighted, vacant, and underutilized property.

The purchaser plans to relocate their existing manufacturing operations to the rural community of West Branch. The City of West Branch supports this redevelopment.

Does site have a confirmed end user?

☒ Yes

☐ No

If yes, describe: **Barton Beverage has a purchase agreement in place, with plans to close on the property in the coming month(s). The company plans to relocate operations/manufacturing to 201 North 8<sup>th</sup> Street, West Branch.**

Is demolition proposed as part of the redevelopment?

☐ Yes

☒ No

**VII. ASSESSMENT REQUEST**

Identify the dates assessment activities need to begin and be completed:

Estimated Start Date: Fall 2023

Estimated Completion Date: Fall/Winter 2023

Assessment Activities Needed:

☒ Asbestos and/or Hazardous Material Survey

☐ Phase I Environmental Site Assessment (ESA)

☒ Phase II ESA

☒ BEA

☒ Plan for complying with Due Care

☐ Other



## VIII. APPLICANT CERTIFICATION AND STATEMENT OF DISCLAIMER (LUG)

The undersigned, as the representative of the applicant, certifies that the information provided in this request and its attachments are true and complete to the best knowledge and belief of the applicant and the undersigned.

EGLE conducts BSAs to assist non-responsible owners or purchasers evaluate environmental conditions at brownfield properties. This work is funded through state and federal funds. Regarding conducting BSAs, EGLE makes the following disclaimers:

1. The BSAs are intended to assist the user in the identification of potential environmental conditions at the property at the time the BSA is conducted and to assist in determining whether a property is a facility as defined in Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended (Part 201) and/or a site as defined in Part 213, Leaking Underground Storage Tanks of the NREPA (Part 213). The owner and/or operator of a facility or site may have due care responsibilities under Section 20107a of Part 201, and/or Section 21304c of Part 213. The nature of any response activities or corrective actions that may be required on the part of the owner of the property is dependent on the intended use of the property, the contamination present, and the owner's and/or operator's obligations under the above laws.
2. In most cases, EGLE retains an environmental professional under state contract, to perform the assessment activities using commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Conclusions and recommendations are made that reflect the environmental professional's best professional judgment and are based upon the conditions observed and information made available at the time of the assessment. EGLE field staff and the environmental professionals follow an approved Quality Assurance Project Plan (QAPP), as appropriate, for all on-site sampling activities and laboratory analyses based upon agreed-to sampling and analysis plans (SAPs). The environmental professional is responsible for reviewing the results of the data collected. EGLE takes no responsibility for errors and omissions of the environmental professional however, EGLE does review documents produced by the environmental professional for obvious errors or deviations from the assigned scope of work.
3. The BSAs are conducted based on the limited scope of work appropriate for the site and known or potential environmental conditions. The BSA may not be a complete investigation or inventory of all potential environmental conditions at the property in all cases and should not be interpreted as such.
4. EGLE offers no warranty that a BSA is complete and contains sufficient information for the applicant or any other person to meet their obligations under the statutes identified in #1.
5. The BSA does not alter or affect the applicant's liability with regard to a past release, subsequent release, threat of release, or exacerbation of existing environmental contamination under Part 201 or Part 213.

The signature of the applicant or person legally authorized to sign on their behalf is an acknowledgement they have read and understand this disclaimer.

\_\_\_\_\_  
Typed name of Applicant's Representative

\_\_\_\_\_  
/s/ (For electronic signature: type name here after /s/ and check box below)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

☐ I agree to the use of electronic signatures with EGLE

## IX. APPLICANT CERTIFICATION AND STATEMENT OF DISCLAIMER (Purchaser/Developer)

The undersigned, as the representative of the applicant, certifies that the information provided in this request and its attachments are true and complete to the best knowledge and belief of the applicant and the undersigned.

EGLE conducts BSAs to assist non-responsible owners or purchasers evaluate environmental conditions at brownfield properties. This work is funded through state and federal funds. Regarding conducting BSAs, EGLE makes the following disclaimers:

6. The BSAs are intended to assist the user in the identification of potential environmental conditions at the property at the time the BSA is conducted and to assist in determining whether a property is a facility as defined in Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended (Part 201) and/or a site as defined in Part 213, Leaking Underground Storage Tanks of the NREPA (Part 213). The owner and/or operator of a facility or site may have due care responsibilities under Section 20107a of Part 201, and/or Section 21304c of Part 213. The nature of any response activities or corrective actions that may be required on the part of the owner of the property is dependent on the intended use of the property, the contamination present, and the owner's and/or operator's obligations under the above laws.
7. In most cases, EGLE retains an environmental professional under state contract, to perform the assessment activities using commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Conclusions and recommendations are made that reflect the environmental professional's best professional judgment and are based upon the conditions observed and information made available at the time of the assessment. EGLE field staff and the environmental professionals follow an approved Quality Assurance Project Plan (QAPP), as appropriate, for all on-site sampling activities and laboratory analyses based upon agreed-to sampling and analysis plans (SAPs). The environmental professional is responsible for reviewing the results of the data collected. EGLE takes no responsibility for errors and omissions of the environmental professional however, EGLE does review documents produced by the environmental professional for obvious errors or deviations from the assigned scope of work.
8. The BSAs are conducted based on the limited scope of work appropriate for the site and known or potential environmental conditions. The BSA may not be a complete investigation or inventory of all potential environmental conditions at the property in all cases and should not be interpreted as such.
9. EGLE offers no warranty that a BSA is complete and contains sufficient information for the applicant or any other person to meet their obligations under the statutes identified in #1.
10. The BSA does not alter or affect the applicant's liability with regard to a past release, subsequent release, threat of release, or exacerbation of existing environmental contamination under Part 201 or Part 213.

The signature of the applicant or person legally authorized to sign on their behalf is an acknowledgement they have read and understand this disclaimer.

\_\_\_\_\_  
Typed name of Applicant's Representative

\_\_\_\_\_  
/s/ (For electronic signature: type name  
here after /s/ and check box below)  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

☐ I agree to the use of electronic signatures with EGLE

**REQUIRED ATTACHMENTS**

Please complete the following checklist and attach the supporting documentation.

#	DESCRIPTION	ATTACHED?	COMMENTS
1	<b>Site Maps:</b> Map(s) showing the location of the project area, site boundaries, existing structures, etc.	<input checked="" type="checkbox"/> Yes	Use map from Phase I ESA.
2	<b>Executed Consent to Enter Private Property Agreement</b>	<input checked="" type="checkbox"/> Yes	Will provide agreement upon closing of the property.
3	<b>Community Letter of Support</b> (if applicant is not a LUG)	<input checked="" type="checkbox"/> Yes	City of West Branch provided a letter of support.
4	Describe other attachments provided (e.g., assessment records, parcel maps, photographs, existing environmental reports, underserved community documentation, etc.): <b>Phase I ESA provided separately to EGLE staff.</b>		

## **ATTACHMENT 1**

### **Site Maps**



**PROJECT NUMBER 23-3402**



**FIGURE 2**

**PROPERTY ORIENTATION DIAGRAM**

**PROJECT NUMBER 23-3402**

**201 N. 8<sup>TH</sup> STREET  
WEST BRANCH, MICHIGAN 48661**

**CREATED BY: CJZ  
4/26/2023**

**TRIOTERRA**

**ATTACHMENT 2**

**Executed Consent to Enter Private Property Agreement**



**PART 201 CONSENT TO ENTER PRIVATE PROPERTY FORM**

**Draft Space Holder**

Location Information for source property (as found in RIDE)

Location Name: Sempco Inc	Location ID: 65000066
------------------------------	--------------------------

Signer information (sufficient to identify who is signing the CTE, their relationship to the property, and how to contact them).

Name of Individual Signing this Document: [ ]	<input type="checkbox"/> Signer is the/an owner of the property <input type="checkbox"/> Signer is an authorized representative of the owner.	
Title: [ ]	Business Name: [ ]	
Mailing Address: [ ]		
City: [ ]	State: [ ]	Zip: [ ]
Telephone Number: [ ]	Email: [ ]	

Information on the Property being accessed:

Owner Name: [ ]	Assessor's Property Tax ID Number: [ ]	
Street Address: [ ]		
City: [ ]	State: [ ]	Zip: [ ]
Other: [ ]		

I, [insert name listed above] owner of (or representative authorized by the owner to grant access to) the property described in Attachment A (Property), having been informed of the request by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to conduct response activities on the Property, hereby voluntarily permit and authorize EGLE, its employees, contractors, or authorized representatives to enter, and if necessary re-enter, the Property to undertake response activities including, but not limited to, conducting inspections, installing soil boring, installing monitoring wells, installing soil gas monitoring points, collecting wastewater, soil, sediment, groundwater, surface water, soil gas, air and/or suspected regulated substance samples. This authorization permits photography, videography, and data collection from ground level and/or by a small unmanned aerial vehicle.



I understand that EGLE has the authority pursuant to Section 20117 of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), to enter public or private property at all reasonable times for purposes that include, but are not limited to, investigating the existence, origin, nature, or extent of a release or threatened release of a hazardous substance into the environment.

The due care provisions in Section 20107a(1) of the NREPA, in part provide that a person who owns or operates Property that they have knowledge is a facility shall provide reasonable cooperation, assistance, and access to the persons that are authorized to conduct response activities at the facility, including the cooperation and access necessary for the installation, integrity, operation, and maintenance of any complete or partial response activity at the facility. I understand that the access granted herein covers a portion of the due care obligations that I, as an owner (or representative authorized by the owner to act on their behalf for this access) have pursuant to Section 20107a(1) of the NREPA.

I understand that I am entitled to accompany EGLE, its employees, contractors, or authorized representatives during these activities; to participate in the collection of any split samples taken as part of these activities; and, if I so request, to receive a copy of any sample analysis results, photographs, or video taken as part of these activities.

I agree and understand that all information collected by EGLE is subject to disclosure under the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

I agree to comply with the requirements of any EGLE health and safety plan while on the Property during these sampling activities.

I agree that the duration of this entry authorization shall be of such reasonable length to enable EGLE, its employees, contractors, or authorized representatives to satisfactorily complete the activities described above. If I choose to revoke this entry authorization, I agree that I will provide a revocation of entry in writing to the Brownfield Assessment and Redevelopment Section, Remediation and Redevelopment Division, EGLE, via email: [egle-brownfields@michigan.gov](mailto:egle-brownfields@michigan.gov) at least thirty (30) days prior to the effective date of the revocation of entry authorization. I agree that the duration of this entry authorization shall continue until either I revoke it, or the activities described above are completed. I also agree that as long as this entry authorization remains in force, I will not interfere with, interrupt, change, or otherwise disturb any systems or equipment installed or utilized by EGLE, its employees, contractors, or authorized representatives.

Upon completion of the response activities performed pursuant to this Part 201 Consent to Enter Private Property Form, EGLE will undertake reasonable efforts to restore the Property to the conditions that existed at the time this access was granted including any property, vegetation, and structures damaged by EGLE. EGLE will properly abandon any monitor wells installed by EGLE or its contractors on the Property within a reasonable time following completion of the other response activities to be performed. I understand that EGLE contractors are required through their contract with the State of Michigan to carry certain insurance coverages with respect to their activities.

☐ I understand that granting access to the Property or taking other actions to comply with my obligations pursuant to Section 20107a of the NREPA, does not satisfy my obligation, if any, to perform response activities as otherwise required under the Part 201.

This voluntary written permission is granted to EGLE by:

\_\_\_\_\_  
Signature of Property Owner or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name [if applicable]

**Attachment A**

**Legal Description of the Property**

**Parcel ID 011-024-049-00 (No Address)**

2021 - ANNEXED TO CITY OG-24 43 12/81 SEC 24 T22N R1E 4.33 AC M/L COM 248 FT N OF SE COR SEC 24 TH N 552.08 FT TH N 52 DEG 17' W 267.14 FT TH N 66 DEG 13' W 75.74 FT TH S 478.24 FT W 14.75 FT TH S 251.2 FT E 296.84 FT TO POB. SPLIT ON 01/20/2021 INTO 052-624-001-00;

**And**

**Parcel ID 052-619-013-20 (201 North Eight Street)**

CWB-19 LNP-13 11/81 2016 REMAINDER FROM SPLIT OF 052-619-013-00 SEC 19 T22N R2E 4.77 A M/L COM AT SW CORNER OF SECTION TH N 00 DEG 30'00" E 409.7 FT ALONG W SEC LINE TO POB TH S 89 DEG 06'00" E 201.99 FT TH S 61 DEG 06'00" E 70.32 FT TH S 89 DEG 06'00" E 33.00 FT TH S 00 DEG 30'00" W 161.7 FT TH S 89 DEG 06'00" E 33.00 FT TH N 00 DEG 30'00" E 442.68 FT TH S 89 DEG 06'00" E 263.85 FT TH N 00 DEG 30'00" E 247.91 FT TH N 38 DEG 06'30" W 98.15 FT TH S 65 DEG 17'30" W 523.29 FT TH N 52 DEG 17'00" W 74.07 FT TH S 00 DEG 30'00" W 390.38 FT TO POB. AND THAT PART OF WLY 16.5 FT OF N SEVENTH STREET ADJACENT TO SAID PARCEL. EXC N'LY EXTENTION OF 8TH STREET & EXC GREENLAND STREET.

**ATTACHMENT 3**

**Community Letter of Support (As appropriate)**



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

July 11, 2023

Mr. Heath Bobick, Brownfield Coordinator  
Brownfield Assessment and Redevelopment Section  
Remediation and Redevelopment Division  
Bay City District, Michigan Department of Environment, Great Lakes, and Energy  
401 Ketchup St  
Bay City, MI 48708

RE: 201 N. Eighth St, West Branch, MI  
EGLE Brownfield Site Assessment Application

Mr. Bobrick,

The West Branch Brownfield Redevelopment Authority, West Branch Planning Commission, and City Council offer their full support for the EGLE BSA application from Steve Barton.

The proposed redevelopment is in line with goals cited in the City's Master Plan. In addition, it is noted as one of the City's priority redevelopment areas as per our involvement in the MEDC's Redevelopment Ready Communities Program. The BSA program will greatly assist in the redevelopment of this property.

Please feel free to contact me if you should need any additional information or with any questions you may have.

A handwritten signature in black ink, appearing to read "J Dantzer", is written over a horizontal line.

John Dantzer,  
West Branch City Manager

**ATTACHMENT 4**

**Other Attachments (As appropriate)**

## **RESOLUTION OF SUPPORT FOR GRANT**

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

WHEREAS, the City has applied for an EGLE Brownfield Grant to assist in the redevelopment at 201 N. Eighth St. in order to support the Steve Barton, Barton Beverage LLC project, and

WHEREAS, according to the Brownfield Redevelopment Authority bylaws, no grant or loan shall be contracted on behalf of the Authority and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board, and

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

NOW, IT FURTHER BE RESOLVED, the Authority recommends City Council to authorize City Manager and Brownfield Clerk, John Dantzer to sign on all paperwork needed for the grant.

MOTION BY MEMBER BRUDER  
SECOND BY MEMBER M. DANTZER

YEAS – BRUDER, J. DANTZER, M. DANTZER, GRENIER  
NEAS – NONE  
ABSENT – ERVANS, GOODROE, MUNSON

MOTON PASSED

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, JULY 10, 2023.

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

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

Absent: Member Cathy Zimmerman

Other officers present: City Manager John Dantzer, City Clerk Lori Ann Clover, Police Chief Ken Walters, City Attn. Gregory Meihn, and Commissioner Craig Scott.

All stood for the Pledge of Allegiance.

\* \* \* \* \*

Commissioner Scott gave an update for the Ogemaw County Commissioners. The County Clerk gave Commissioners an update on the election law and process changes. The sheriff's department received a \$25,000 grant to cover a snowmobile and trailer. Discussion was held on using AARPA funds for improvements to the county building. The county ORV Ordinances were sunsetted. There will be an OPIOID Advisory Committee established to govern the spending of the OPIOID settlement money the county has received. Parks and Recs Board reported that there are some electrical issues at the camp. The Fly In on June 17<sup>th</sup> this year had the largest attendance in its history. The Airport will be resurfacing the runway. They have contracted with Gallagher Farms to plant corn in the fields surrounding the airport.

\* \* \* \* \*

Manager Dantzer reported that the RFP is for the Industrial Park billboard near the corner of Refinery Rd and Cook Rd on the I-75 Business Loop. The RFP had gone out to six different companies and this was the only one that returned a bid. They will be doing a whole new sign.

**MOTION BY JACKSON, SECOND BY BENNETT, TO AWARD THE RFP FOR THE INDUSTRIAL PARK BILLBOARD TO LOGO Z NOT TO EXCEED \$1,200.00.**

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

**No – None**

**Absent – Zimmerman**

**Motion carried**

\* \* \* \* \*

**MOTION BY BENNETT, SECOND BY SHOWALTER, TO APPROVE PAYMENT OF THE BILLS IN THE AMOUNT OF \$94,223.68.**

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

**No – None**

**Absent – Zimmerman**

**Motion carried**



\* \* \* \*

**MOTION BY FRECHETTE, SECOND BY BENNETT, TO EXCUSE MEMBER ZIMMERMAN FROM TODAY'S MEETING.**

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

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

\* \* \* \*

**MOTION BY PUGH, SECOND BY ADAIR TO APPROVE SPECIAL EVENT PERMIT MIDNIGHT MADNESS AND EXTEND THE CURFEW TO 1:30.**

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

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

This brought on the discussion of a complaint a light shining into one of the condos at night. Mayor Frechette stated that he would look into this.

\* \* \* \*

**MOTION BY SHOWALTER, SECOND BY JACKSON TO SEND IN VOTES FOR THE MML TRUSTEE ELECTION AS THEY WERE PRESENTED ON THE BALLOT.**

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

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

\* \* \* \*

**MOTION BY BENNETT, SECOND BY SHOWALTER TO APPROVE THE CONTRACT FROM MDOT FOR THE PROJECT OF RECONSTRUCTION WORK ALONG HIGHWAY M-55 FROM MARGARET STREET TO FAIRVIEW ROAD CURRENTLY ESTIMATED AT \$3,734,000.00 WITH A DEPOSIT OF \$261,400.00 AND AUTHORIZE MANAGER DANTZER OR MAYOR FRECHETTE TO SIGN ON BEHALF OF THE CITY.**

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

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

\* \* \* \*

**MOTION BY JACKSON, SECOND BY PUGH TO APPROVE THE LAND PURCHASE AGREEMENT FROM THE BRANCHES FOR \$77,250.00 FOR THE PROPERTY WITH TAX PARCEL NUMBER 65-**

**011-025-024-25/052-625-002-01 AND AUTHORIZE MANAGER DANTZER TO SIGN ON BEHALF OF THE CITY.**

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

**No – None**

**Absent – Zimmerman**

**Motion carried**

**\* \* \* \* \***

**MOTION BY FRECHETTE, SECOND BY PUGH TO APPROVE THE INVOICE FOR MORRIS-RICHARDSON FOR \$200.00 FOR THE WORK DONE ON THE LAND PURCHASE AGREEMENT.**

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

**No – None**

**Absent – Zimmerman**

**Motion carried**

**\* \* \* \* \***

Attn. Meihn provided council with a sample building department ordinance that was all inclusive of any aspects that might arise. He would like to set a work session meeting to review this material and the Planning and Zoning Ordinances. He will prepare a booklet for distribution at the next meeting for council to review at the work session. He also informed members that the personal property tax letters have gone out.

**MOTION BY FRECHETTE, SECOND BY ADAIR TO POSTPONE ANY DECISIONS ON THE BUILDING DEPARTMENT ORDINANCE 23-02 UNTIL THE FOLLOWING MEETING.**

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

**No – None**

**Absent – Zimmerman**

**Motion carried**

**\* \* \* \* \***

**MOTION BY SHOWALTER, SECOND BY JACKSON TO APPROVE RESOLUTION 23-20 CAPITAL IMPROVEMENT BONDS NOT TO EXCEED \$2,250,000.00.**

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

**No – None**

**Absent – Zimmerman**

**Motion carried**

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

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**CITY OF WEST BRANCH  
County of Ogemaw, State of Michigan**

---

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.

**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

\* \* \* \* \*

**MOTION BY FRECHETTE, SECOND BY BENNETT TO APPROVE PAYMENT TO MILLER-CANFIELD TO PROVIDE BOND COUNSEL WORK NOT TO EXCEED \$17,500.00.**

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

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

**\* \* \* \* \***

**MOTION BY JACKSON, SECOND BY ADAIR TO APPROVE RESOLUTION 23-21 COVID PLAN DISCONTINUE.**

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

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

**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.

**\* \* \* \* \***

**MOTION BY JACKSON, SECOND BY SHOWALTER TO APPROVE THE MINUTES AND SUMMARY FROM THE REGULAR MEETING HELD JUNE 19, 2023.**

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

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

**\* \* \* \* \***

**MOTION BY SHOWALTER, SECOND BY JACKSON TO RECEIVE AND FILE THE TREASURER’S REPORT AND INVESTMENT SUMMARY; MINUTES FROM THE IDC BOARD MEETING HELD JANUARY 27, 2023; MINUTES FROM THE WWTPA MEETING HELD MARCH 21, 2023; AND MINUTES FROM THE DDA MEETING HELD MAY 25, 2023.**

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

**No – None**

**Absent – Zimmerman**

**Motion carried**

\* \* \* \* \*

Communications shared included a letter from Charter and two MMPS Policy Brief's with key articles of Workforce Reflects and Challenges.

Mayor Frechette stated that the business loop was absolutely packed on Saturday night for the fireworks.

Member Jackson reported that West Branch has been filled with tourists for the last couple of weeks.

Member Bennett informed members that there would be Music on the Porch at 6:00 pm with the Jim Dandies'. Member Pugh announced that their group would be singing also.

Member Showalter reported that his granddaughter won the Youth Scholarship Program at Surline.

Member Dantzer asked members if they wanted him to pursue having the trees removed on the lot across from Smiley. This brought on several different viewpoints. Manager Dantzer will reach out to a couple of logging companies. Member Showalter informed members that according to surveys that their company has done the most necessary housing would be for the work force.

\* \* \* \* \*

**MOTION BY JACKSON, SECOND BY PUGH TO CANCEL THE JULY 24, 2023 COUNCIL MEETING AND CONDUCT REGULAR BUSINESS AT THE SPECIAL JULY 31, 2023 MEETING.**

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

**No – None**

**Absent – Zimmerman**

**Motion carried**

\* \* \* \* \*

Mayor Frechette adjourned the meeting at 6:58 pm.

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Paul Frechette, Mayor

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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, JULY 10, 2023.**

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

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

Absent: Member Zimmerman

Other officers present: Manager Dantzer, Clerk Clover, Chief Walters, Attn Meihn, and Commissioner Scott.

All stood for the Pledge of Allegiance.

Commissioner Scott gave the update for Ogemaw County.

Council awarded the RFP to Loo Z for the Industrial Park Billboard.

Council approved bills in the amount of \$94,223.68.

Council excused Member Zimmerman from today's meeting.

Council approved special event Midnight Madness Softball Tournament and extended the curfew.

Council approved the votes for the MML Trustee election as presented.

Council approved the MDOT contract for the reconstruction work along M-55 from Margaret to Fairview estimated at \$3,734,000 with a deposit of \$261,400 and authorized Manager Dantzer or Mayor Frechette to sign on behalf of the city.

Council approved the Land Purchase Agreement for Tax ID 65-011-025-024-25/052-625-002-01 and authorized Manager Dantzer to sign on behalf of the city.

Council approved the invoice for Morris-Richardson for the work on the Land Purchase Agreement.

Council postponed any decisions on the building department until the following meeting.

Council approved Resolution 23-20 Capital Improvement Bonds not to exceed \$2,250,000.

Council approved the payment to Miller-Canfield to provide bond counsel work not to exceed \$17,500.

Council approved Resolution 23-21 Covid Plan Discontinue.

Council approved the minutes and summary from the regular meeting held June 19, 2023.

Council received and filed the treasurer's report and investment summary; minutes from the IDC Board meeting held January 27, 2023; minutes from the WWTPA meeting held March 21, 2023; and minutes from the DDA meeting held May 25, 2023.

Communications were shared.

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

Council approved canceling the July 24<sup>th</sup> meeting and conducting regular business at the special July 31, 2023 meeting.

Mayor Frechette adjourned the meeting at 6:58 pm.

Bank Code		Beginning Balance 07/01/2023	Total Debits	Total Credits	Ending Balance 07/31/2023
Fund	Description				
GEN1	GEN1 - GENERAL CHECKING				
101	GENERAL FUND	968,312.62	26,784.74	233,524.70	761,572.66
150	CEMETERY PERPETUAL CARE	41,045.19	240.00	0.00	41,285.19
209	CEMETERY FUND	(32.82)	1,699.34	7,793.66	(6,127.14)
237	MARIJUANA FUND	4,500.00	0.00	0.00	4,500.00
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	6,986.20	0.00	0.00	6,986.20
248	DDA OPERATING FUND	308,448.40	0.00	6,460.09	301,988.31
251	INDUSTRIAL PARK FUND	2,434.41	0.00	243.50	2,190.91
276	HOUSING RESOURCE FUND	186,544.98	464.00	0.00	187,008.98
318	SEWER DEBT FUND	55,786.83	25,231.45	472.43	80,545.85
319	WATER DEBT FUND	77,542.85	6,365.98	136.66	83,772.17
572	PLANT REPLACEMENT FUND (R&I)	2.70	0.00	0.00	2.70
590	SEWER FUND	356,378.08	46,639.26	43,633.21	359,384.13
591	WATER FUND	917,931.16	39,268.57	28,710.91	928,488.82
592	WATER REPLACEMENT FUND	538,170.27	0.00	0.00	538,170.27
593	SEWER COLLECTION	281,102.11	6,418.34	4,602.69	282,917.76
561	EQUIPMENT FUND	(35,285.71)	16,216.68	10,432.30	(29,501.33)
704	PAYROLL CLEARING	24,496.84	95,597.02	95,597.02	24,496.84
705	IRONS PARK ENTERTAINMENT FUND	16,246.57	3,087.43	6,325.00	13,009.00
707	YOUTH SAFETY PROGRAM	115.00	0.00	0.00	115.00
	GEN1 - GENERAL CHECKING	3,750,725.68	268,012.81	437,932.17	3,580,806.32
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	718,801.71	22,621.21	16,292.46	725,130.46
203	LOCAL STREET FUND	446,512.40	13,246.94	3,834.22	455,925.12
	MAJOR/ LOCAL STREETS	1,165,314.11	35,868.15	20,126.68	1,181,055.58
PAY	PAYROLL				
704	PAYROLL CLEARING	36,533.66	95,597.02	93,429.32	38,701.36
	PAYROLL	36,533.66	95,597.02	93,429.32	38,701.36
CHEM	SAVINGS				
101	GENERAL FUND	459,829.53	0.00	0.00	459,829.53
150	CEMETERY PERPETUAL CARE	1,685.42	0.00	0.00	1,685.42
251	INDUSTRIAL PARK FUND	245.61	0.00	0.00	245.61
571	COLLECTION REPLACEMENT FUND	0.65	0.00	0.00	0.65
591	WATER FUND	26,431.08	0.00	0.00	26,431.08
592	WATER REPLACEMENT FUND	19,792.16	0.00	0.00	19,792.16
593	SEWER COLLECTION	3,185.64	0.00	0.00	3,185.64
561	EQUIPMENT FUND	103,580.57	0.00	0.00	103,580.57
	SAVINGS	614,750.66	0.00	0.00	614,750.66
TAX	TAXES				
701	TAX AGENCY	10,302.95	426,368.18	0.00	436,671.13
	TAXES	10,302.95	426,368.18	0.00	436,671.13
	TOTAL - ALL FUNDS	5,577,627.06	825,846.16	551,488.17	5,851,985.05



CASH SUMMARY BY ACCOUNT FOR WEST BRANCH  
FROM 07/01/2023 TO 07/31/2023  
FUND: ALL FUNDS  
INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 07/01/2023	Total Debits	Total Credits	Ending Balance 07/31/2023
Fund 101 GENERAL FUND					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	150,000.00	0.00	0.00	150,000.00
	GENERAL FUND	250,000.00	0.00	0.00	250,000.00
Fund 150 CEMETERY PERPETUAL CARE					
004.300	CERTIFICATE OF DEPOSIT C	112,499.74	0.00	0.00	112,499.74
004.400	CERTIFICATE OF DEPOSIT D	113,500.06	0.00	0.00	113,500.06
	CEMETERY PERPETUAL CARE	225,999.80	0.00	0.00	225,999.80
Fund 251 INDUSTRIAL PARK FUND					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	25,000.00	0.00	0.00	25,000.00
	INDUSTRIAL PARK FUND	125,000.00	0.00	0.00	125,000.00
Fund 661 EQUIPMENT FUND					
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	EQUIPMENT FUND	250,000.00	0.00	0.00	250,000.00
	TOTAL - ALL FUNDS	850,999.80	0.00	0.00	850,999.80



# **West Branch Police Department**

**Chief Kenneth W. Walters**

**130 Page St.**

**West Branch, Michigan 48661**

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

**E-mail: [police@westbranch.com](mailto:police@westbranch.com)**

7/7/2023

Honorable Mayor and Council,

This is the June month end report. For the month of June, the department handled 137 Law Enforcement complaints and further had 22 ordinance violation contacts.

The department made 6 Felony / High Misdemeanor Arrests. The most serious being for Domestic Assaults and Burglary.

The 2023 Patrol Vehicle has been approved by USDA. I am currently in the process of ordering the vehicle and associated parts. I would expect the vehicle to be on the road before the end of August.

Respectfully,

A handwritten signature in black ink, appearing to be 'K. Walters', written over a horizontal line.

Chief Kenneth W. Walters

## Offense Count Report

Page: 1

## Report Criteria:

Start Offense	End Offense	Officer	
01000	99009	ALL	
JUNE2023	TOTAL2023	TOTAL2022	TOTAL2021
06/01/2023-06/30/2023	01/01/2023-06/30/2023	01/01/2022-12/31/2022	01/01/2021-12/31/2021

Offense	Description	JUNE2023	TOTAL2023	TOTAL2022	TOTAL2021
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	1	1
11005	SEXUAL PENETRATION OBJECT CSC1	0	1	0	0
11007	SEXUAL CONTACT FORCIBLE CSC2	0	1	1	0
11008	SEXUAL CONTACT FORCIBLE CSC4	0	1	1	1
13001	NONAGGRAVATED ASSAULT	6	18	19	19
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	2	4
13003	INTIMIDATION/STALKING	0	0	3	2
22001	BURGLARY - FORCED ENTRY	0	0	1	1
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	0	1
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	3	0
23002	LARCENY - PURSE SNATCHING	0	0	0	2
23003	LARCENY - THEFT FROM BUILDING	0	1	1	2
23005	LARCENY - THEFT FROM MOTOR VEHICLE	1	1	3	9
23007	LARCENY - OTHER	0	4	9	8
24001	MOTOR VEHICLE THEFT	0	0	1	1
25000	FORGERY/COUNTERFEITING	0	0	1	1
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	1	2	0	0
26002	FRAUD - CREDIT CARD/ATM	0	1	1	1
26003	FRAUD - IMPERSONATION	0	0	1	1
26005	FRAUD - WIRE	0	0	0	1
26006	FRAUD - BAD CHECKS	0	1	2	1
26007	FRAUD - IDENTITY THEFT	1	3	4	0
27000	EMBEZZLEMENT	0	0	3	0
28000	STOLEN PROPERTY	0	0	1	0
29000	DAMAGE TO PROPERTY	2	15	12	15
30002	RETAIL FRAUD - THEFT	0	1	1	0
35001	VIOLATION OF CONTROLLED SUBSTANCE	0	0	9	4
36004	SEX OFFENSE - OTHER	0	0	0	3
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	2	0	2
38003	FAMILY - OTHER	0	0	0	1
41002	LIQUOR VIOLATIONS - OTHER	0	0	1	1
42000	DRUNKENNESS	0	0	0	1
48000	OBSTRUCTING POLICE	0	0	2	5
49000	ESCAPE/FLIGHT	0	0	1	0
50000	OBSTRUCTING JUSTICE	2	18	37	29
52001	WEAPONS OFFENSE - CONCEALED	0	0	1	0
52003	WEAPONS OFFENSE - OTHER	0	1	0	2
53001	DISORDERLY CONDUCT	0	1	0	1
53002	PUBLIC PEACE - OTHER	0	1	0	0
54002	OUIL OR OUID	1	3	13	4
54003	DRIVING LAW VIOLATIONS	5	13	46	10
55000	HEALTH AND SAFETY	0	1	0	0
57001	TRESPASS	1	11	14	21
70000	JUVENILE RUNAWAY	1	1	6	0
70001	Incorrigible	1	1	1	0
70003	Juvenile Truancy	0	2	0	0
70004	Juvenile Issues	1	6	1	3

## Offense Count Report

Page: 2

## Report Criteria:


Start Offense	End Offense	Officer	
01000	99009	ALL	
JUNE2023	TOTAL2023	TOTAL2022	TOTAL2021
06/01/2023-06/30/2023	01/01/2023-06/30/2023	01/01/2022-12/31/2022	01/01/2021-12/31/2021

Offense	Description	JUNE2023	TOTAL2023	TOTAL2022	TOTAL2021
72000	ANIMAL CRUELTY	0	0	1	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	5	2	4
75000	SOLICITATION	0	0	1	0
90001	Vehicle Lockouts	6	47	69	88
90002	Motorist Assists	1	5	9	15
90003	Assist E.M.S.	11	75	108	120
90005	City Ordinance Violations	0	12	7	29
90006	Prisoner Transports	0	0	1	0
90007	Parking Complaints	0	1	2	4
90008	ANIMAL COMPLAINTS	3	5	12	13
91001	Delinquent Minors	0	2	8	15
91002	Runaway	0	0	1	2
91003	K-9 Assists	1	4	16	7
91004	Abandoned Vehicle	0	0	3	2
92003	Walk Away (Ment. & Host.)	1	2	4	5
92004	Insanity	2	9	23	30
92005	MIP Civil	0	15	1	0
93001	PROPERTY DAMAGE ACCIDENT/PI	5	33	54	51
93002	Accident, Non-Traffic	4	12	26	32
93003	Civil Traffic Violations	0	0	1	0
93004	Parking Violations	0	0	1	1
93006	Traffic Policing	0	0	5	21
93007	Traffic Safety Public Relations	0	1	11	35
93008	Inspections/Investigations -Breathalyzer	0	0	0	1
94001	Valid Alarm Activations	0	1	0	3
94002	False Alarm Activations	5	38	81	63
95001	Accident, Fire	1	1	3	1
95003	Inspection, Fire	0	0	1	3
95004	Hazardous Condition	0	0	1	6
97001	Accident, Traffic	0	0	1	0
97003	Accident, Other Shooting	0	0	1	0
97006	Accident, All Other	0	0	0	2
98002	Inspections/Investigations -Motor Vehicles	0	1	1	0
98003	Inspections/Investigations -Property	0	0	1	7
98004	Inspections/Investigations -Other	4	15	27	7
98006	Civil Matters/Family Disputes	8	36	47	88
98007	Suspicious Situations/Subjects	11	80	109	178
98008	Lost/Found Property	2	8	13	13
98009	Inspections/Investigations -Drug Overdose	1	1	2	3
99002	Natural Death	0	2	5	5
99007	PR Activities	2	12	14	4
99008	General Assistance	43	192	384	283
99009	General Non-Criminal	3	16	36	35
Totals:		137	742	1296	1334

CODE ENFORCEMENT 2023:					
Address	Date	Offense	Action Taken / Comments	Officer	
140 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
242 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
306 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
	4/25/2023	Blight- Incomplete exterior of a structure	Partially sided home for excess of 12 months/ Photos taken/ Notice & CAP sent	JA	
	5/16/2023	Blight- Incomplete exterior of a structure	I have not received a CAP/ Called- No answer/ Left message	JA	
	5/16/2023	Blight- Incomplete exterior of a structure	Owner retruned call/ Will drop of CAP	JA	
	5/23/2023	Blight- Incomplete exterior of a structure	I have not received a CAP/ Called owner - advised it was put in the mail.	JA	
	5/27/2023	Blight- Incomplete exterior of a structure	Received CAP from the owner	JA	
340 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
372 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
376 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
406 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
426 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
325 Fairview Road	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
317 Fairview Road	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
295 Fairview Road	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
443 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
435 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
412 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
411 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
403 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
335 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
410 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
440 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
444 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
124 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	
400 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	JA	

	2/18/2023	City Charter Violation	Snow Violation/ Sidewalk- City Manager Notified	JA
	3/4/2023	City Charter Violation	Snow Violation/ Sidewalk/ Ongoing- City Manager Notified	JA
	3/29/2023	City Charter Violation	Sidewalk cleared/ Closed	JA
419 N 3rd Street	1/10/2023	Blight- Trash Complaint	Trash brought into City limits for pickup/ Photos taken/ Advised was not allowed	JA
	1/20/2023	Blight- Trash Complaint	Trashed removed/ Closed	JA
	5/16/2023	Blight- Lawn Violation	Previously Noticed/ Photos taken/ Contractor notified	JA
	5/18/2023	Blight- Lawn Violation	Contractor cut the lawn/ Closed	JA
	6/19/2023	Blight- Lawn Violation	Previously Noticed/ Photos taken/ Contractor notified	JA
	6/21/2023	Blight- Lawn Violation	Contractor cut the lawn/ Closed	JA
607 S Valley Street (Update)	1/12/2023	Dangerous / Unsafe Building	Email received- another contractor coming to give bid on exterior repair this coming week.	JA
	5/16/2023	Dangerous / Unsafe Building	Emailled for an update on the project.	JA
	5/17/2023	Dangerous / Unsafe Building	Email received- Contractor bids too high- requesting additional bids	JA
394 N 2nd Street (Update)	1/17/2023	Dangerous / Unsafe Building	Property sold- Notice/ CAP sent to new owner.	JA
	2/28/2023	Dangerous / Unsafe Building	Received CAP from the owner	JA
115 Sidney Street (Update)	1/20/2023	Blight- Trash Complaint	Trashed removed/ Closed	JA
110 E Houghton Ave	1/31/2023	City Charter Violation	Snow Violation/ Sidewalk- Notice mailed	JA
	2/17/2023	City Charter Violation	Sidewalk cleared/ Closed	JA
307 E Houghton Ave	1/31/2023	City Charter Violation	Snow Violation/ Sidewalk- Notice mailed	JA
	2/17/2023	City Charter Violation	Sidewalk cleared/ Closed	JA
105 W Houghton Ave	1/31/2023	City Charter Violation	Snow Violation/ Sidewalk- Notice mailed	JA
	2/17/2023	City Charter Violation	Sidewalk cleared/ Closed	JA
140 State Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	JA
372 State Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	JA
376 State Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	JA
406 State Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	JA
426 State Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	JA
295 Fairview Road	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	JA
317 Fairview Road	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	JA
325 Fairview Road	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	JA
279 N Burgess Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	JA
	5/16/2023	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	5/27/2023	Blight- Lawn Violation	Received notice back from USPS- Not deliverable	JA
	5/28/2023	Blight- Lawn Violation	Phone message delivered to the owner	JA
	5/30/2023	Blight- Lawn Violation	Lawn cut/ Closed	JA
	6/27/2023	Blight- Lawn Violation	Photos taken/ Notice sent	JA
284 N Burgess Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	JA

335 E Houghton Ave	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	JA
234 N 1st Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Notice mailed	JA
	2/17/2023	City Charter Violation	Sidewalk cleared/ Closed	JA
240 N 1st Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Notice mailed	JA
	2/17/2023	City Charter Violation	Sidewalk cleared/ Closed	JA
720 Annie Street	2/22/2023	Blight- Trash Complaint	Reported Trash and furniture in the yard. Checked, reproted items set out for trash pickup- No violation/ Closed	JA
City of West Branch	3/4/2023	Prohibited Signs	Business signs on utility poles/ Rightaway- Called/ No answer/ No return call/ Sent notice	JA
	3/14/2023	Prohibited Signs	Signs removed/ Closed	JA
243 N Burgess Street	3/29/2023	Blight- Trash Complaint	Accumulation of trash/ Photos taken/ Notice sent	JA
	4/10/2023	Blight- Trash Complaint	Progress/ Updated photos taken	JA
	4/24/2023	Blight- Trash Complaint	Owner working on solution for weekly trash accumulation	JA
	5/16/2023	Blight- Lawn violation	Previously Noticed/ Photos taken/ Contractor notified	JA
	5/18/2023	Ordinance Violation	Dog at large- Previous warnings & citations- Owner cited	JA
	5/22/2023	Blight- Lawn violation	Contractor cut the lawn/ Closed	JA
	6/7/2023	Blight- Lawn violation	Photos taken/ Spoke with owner- will cut	JA
347 N 3rd Street	4/24/2023	Blight- Trash Complaint	Accumulation of junk/ trash/ Photos taken/ Notice sent	JA
	5/23/2023	Blight- Trash Complaint	Called owner for an update/ Sending crew over today.	JA
	5/30/2023	Blight- Trash Complaint	Junk/ trash removed/ Closed	JA
226 N 2nd Street	4/24/2023	Blight- Incomplete exterior of a structure	Partially sided home for excess of 12 months/ Photos taken/ Notice & CAP sent	JA
	5/16/2023	Blight- Incomplete exterior of a structure	I have not received a CAP/ TX owner- working on home/ Will drop off CAP	JA
	5/23/2023	Blight- Incomplete exterior of a structure	I have not received a CAP/ TX owner- Will drop off CAP by Friday	JA
	5/30/2023	Blight- Incomplete exterior of a structure	I have not received a CAP/ TX owner- No answer/ left a message	JA
	6/1/2023	Blight- Incomplete exterior of a structure	I have not received a CAP/ TX owner- No answer/ left a message requesting CAP by 5pm today, or would move forward with violation process	JA
	6/6/2023	Blight- Incomplete exterior of a structure	Still no response/ Citation posted and mailed	JA
	6/9/2023	Blight- Incomplete exterior of a structure	Owner came into Wgpd/ Met owner at the property/ Working on home/ 2nd copy of CAP provided	JA
	6/13/2023	Blight- Incomplete exterior of a structure	Received CAP from the owner	JA
119 S 3rd Street	5/2/2023	Blight- Junk Auto/ Unregistered Vehicles	2 vehicles unregistered / Photos taken/ Notice	JA
	5/16/2023	Blight- Junk Auto/ Unregistered Vehicles	Clearing out garage for vehicles/ CAP mailed to Wgpd	JA
	5/23/2023	Blight- Junk Auto/ Unregistered Vehicles	Received CAP from the owner	JA
	6/9/2023	Blight- Junk Auto/ Unregistered Vehicles	1 or 2 vehicles removed	JA
	6/14/2023	Blight- Junk Auto/ Unregistered Vehicles	Spoke with the owner, has someone coming to tow the other vehicle away	JA
	6/27/2023	Blight- Junk Auto/ Unregistered Vehicles	2nd vehicle removed/ Closed	JA
134 S 2nd Street	5/16/2023	Blight- Lawn Violation	Previously Noticed/ Photos taken/ Contractor notified	JA
	5/18/2023	Blight- Lawn Violation	Contractor cut the lawn/ Closed	JA
	6/19/2023	Blight- Lawn Violation	Previously Noticed/ Photos taken/ Contractor notified	JA
	6/21/2023	Blight- Lawn Violation	Contractor cut the lawn/ Closed	JA
403 S 4th Street	5/23/2023	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	5/31/2023	Blight- Lawn Violation	Lawn cut/ Closed	JA

114 McGregor Ct	6/1/2023	Blight- Lawn Violation	Photos taken/ Notice sent	JA
	6/9/2023	Blight- Lawn Violation	Lawn cut/ Closed	JA
129 S 4th Street	6/14/2023	Blight- Lawn Violation	Photos taken/ verbal notice given	JA
	6/19/2023	Blight- Lawn Violation	Lawn cut/ Closed	JA
377 State Street	6/15/2023	Blight- Lawn Violation	Photos taken/ verbal notice given	JA
	6/19/2023	Blight- Lawn Violation	Lawn cut/ Closed	JA
351 State Street	6/19/2023	Blight- Lawn Violation	Photo taken/ Verbal notice given	JA
	6/27/2023	Blight- Lawn Violation	Lawn cut/ Closed	JA
312 E Houghton Ave	6/27/2023	Blight- Lawn Violation	Photos taken/ Notice sent	JA
				
		Lieutenant Joseph Adams:	Date: 7-3-2023	
		West Branch Police Department		



City of West Branch  
121 N Fourth St  
Board of Review  
July 17, 2023

Chairman Peters called the July meeting of the City of West Branch Board of Review to order @ 12:30p.m. Present were Dale Peters, Michael Pugh also Assessor Van Wormer  
Public Comment: None

The following corrections were made to the 2022 tax roll:

Clerical Error:	Original AV	Original TV	Corrected AV	Corrected TX
052-900-719-000	600	600	0	0

The following corrections were made to the 2023 tax roll:

Veterans Exemption				
052-203-012-00	57,800	28,476	0	0

There being no further business before the board, the meeting was recessed @ 12:45p.m.

Respectfully submitted,

James Van Wormer, Secretary

# Ogemaw County

## Minutes

**Local Emergency Planning Committee (LEPC) & Local Planning Team (LPT)**

@ EOC 205 S 8<sup>th</sup> St West Branch, MI 48661

Direct ?'s to (989) 701-5126

### **Monday July 17, 2023 in Person or Virtual @ 1pm**

1. LEPC Call to order
2. Introductions/Public Comment
3. Approval
4. Correspondence – Info/Dis?
5. Old Business
  - a. American Plastics needs review as a 302 site

New Business: / Bowers /

Tier II manager on line – 302 sites – plan an exercise

Open agenda – round table

6. **Meeting Schedule: (1pm on the 3<sup>rd</sup> Monday in the first month of the quarter): Jan 23,2023; April 17,2023, July 17,2023, October 16,2023.**
7. **Adjourn LEPC**

-----  
**--- Local Planning Team Matters ---**

1 Voting Representatives from each discipline listed:  
Call LPT to Order: Bowers  
Introductions if needed  
Approval of Agenda and minutes – Info/ Dis?  
Previous Minutes – Info/Dis?

\*Aux Comm New group for Reg 3

\*Red Cross – Sound the Alarm install on 4-22-23  
/ Shelter training May 13<sup>th</sup> Eagle point plaza

\*HCC - EMS

\*CERT – Ogemaw Co CERT is organizing an emergency response Expo for public education in June 27th

Everyone needs to complete IS 100 and IS 200 I have to get your files for FEMA. If you have your certs I need a copy. If not I need you to get on line and do the classes.

**ICS 300** To be rescheduled

**ICS 400** To be rescheduled

ICS 100, 200, 700,800 prerequisites. Register on SMOKE or Mi-Train. Contact Mike Bowers if you need assistance.

\*Exercises-

Run Hide Fight / Bleeding control Ogemaw County building- series of classes in May being scheduled.

#### **Action Plans**

1. \*MOU's
2. Special Events security and safety create an annual event list.
3. American Plastics SARA 302 site plan.

#### **Homeland Security Grant Report / Bowers**

Goodar Twp siren is scheduled to be complete by May 31,2023

CERT Expo equipment being ordered this month. Grant will be complete by May 31,2023. This is a regional grant. \$7500.00

Cyber Security Assessment grant being done in the county building. This is a regional grant. \$15000.00

We will not have any funds for individual projects with the FY21 grant.

▪ **Meetings: following LEPC quarterly as above.**

▪ .Adjournment

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

Present: Terry Hodges, Mike Jackson, Paul Frechette, Breck Gildner, Brenda Simmons and Craig Scott. Absent: John Dantzer. Also, in attendance were Airport Manager Ben Evergreen and Horton Township Supervisor Karen Michael.

**Motion by Scott, second by Gildner, the meeting minutes of the May 17, 2023 meeting be approved. Voice vote. Ayes – all. Motion carried. [6-1-#1]**

**Motion by Jackson, second by Scott, claims in the amount of \$9,529.24 be approved for payment. Voice vote. Ayes – all. Motion carried. [6-1-#2]**

Ben gave the financial report, with a combined account balance is \$217,903.74.

Ben reported that we had a record crowd for the Fly-In last weekend. The breakfast crew served approximately 450, and could have sold more. He estimated that 65 aircraft visited the airport that day.

Discussion was held regarding the contract for the engineering for the runway rehab project. Further discussion will be made at the July meeting.

Bids were reviewed for Director & Officer Insurance. Ben received bids from both Diebold Insurance and Gaylor Insurance. Discussion was held regarding the bids.

**Motion by Scott, second by Gildner, to award the D & O insurance contract to Gaylor Insurance, for the amount of \$2010.00. Voice Vote. Ayes – all. Motion carried. [6-1-#3]**

Ben arranged for a transit bus to arrive near the end of the meeting, and guided the board through a tour of the airport property. Included in the tour were the hangars, runway, weather and navigation stations, as well as the farming operation along Cabin Lake Road.

No further business remaining, Chairman Hodges adjourned the meeting at 1:23 p.m.

Minutes by Michael Jackson, Board Secretary

*Ogemaw County  
Land Bank Authority  
Meeting Minutes  
04/12/2023*

Caren Piglowski called the meeting to order at 11:02 a.m. Present: Caren Piglowski, Scott Bell, John Dantzer, Alan Bruder, Cindy Rosebrugh, Liz Steinhurst, Denise Simmons and David Ryan. All recited The Pledge of Allegiance to the American Flag.

Committee meeting minutes of 03/01/2023 were reviewed. Motion by Liz Steinhurst, support by Alan Bruder to approve the minutes. Ayes - all, motion approved.

Caren Piglowski presented the current financial activity report.

Discussion regarding the property donation letters mailed last month. A few responses were received from the property owners. Only one property that potentially may be donated to the LBA. The letters prompted attention to the property owners that clean up/demolition was needed.

The status of the Blight Elimination Grant was discussed. There is a grant application zoom meeting scheduled for 04/13/2023 at 2:30 pm. A new priority list of properties was discussed that may be acquired under the right of first refusal process. Agreement was made for property located in Churchill Township and Rose Township to be included as projects for the grant application. The LBA has contracted with LeeAnn Fischer to apply for round 2 grant funds. The grant application deadline is May 31, 2023. Caren Piglowski will contact Ryan Veeder, Planning/Zoning Director regarding the Churchill Township property to determine if parcel is buildable after demolition.

Caren Piglowski presented information received from MSHDA for a program titled Investing in Community Housing. The grant program is designed to provide single family home repair and facilitate new construction. The deadline to apply is 04/21/2023. The LBA does not have property available for this type of project at this time.

Caren Piglowski presented a verbal property purchase offer received from Greg Colton in the amount of \$800 for property located at 2408 E. First Street, Prescott. No action was taken on this offer.

An email was received on 03/28/2023 requesting a copy of the LBA policies and procedures. The request also included permission to include the information in an E-Book. The policies and procedures are available on the county website under public domain. No permission is needed from the LBA.

The updated Land Bank By-Laws were reviewed and discussed. Motion by Scott Bell support by John Dantzer to approve the LBA By-Laws with the updated changes as discussed. Roll call vote: Yes Votes: David Ryan, Alan Bruder, Scott Bell, John Dantzer, Liz Steinhurst, Denise Simmons, Cindy Rosebrugh, Caren Piglowski - Motion Approved.

Ogemaw County will be providing training on the Open Meetings Act and the County Standards of Conduct Policy on May 2, 2023 at 6:30 p.m. All appointed county board members are requested to attend the meeting.

Caren Piglowski provided a copy of the Standards of Conduct Policy for the board to review prior to the training.

David Ryan informed the LBA members Mills Township may be cleaning two blighted properties in the township and adding the cost to the tax roll.

Ogemaw County Commissioner Charles Wiltse was present for the meeting. He introduced himself to the LBA members and thanked the board for the work being performed by the Land Bank.

Motion to adjourn by Scott Bell, support by Alan Bruder, Ayes – all. Motion approved

Next meeting scheduled for July 12, 2023 at 11:00 a.m.

Meeting adjourned 11:52 a.m.

Minutes prepared by Caren Piglowski

**SPECIAL MEETING OF THE WEST BRANCH PARK AND RECREATION COMMITTEE HELD AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. WEST BRANCH, MI ON MONDAY, JANUARY 30, 2023.**

**Present:** Members Carol Adair, Lois Bergquist, and Josh Erickson.

**Absent:** Lisa Jensen and Meredith Schleicher

**Others in attendance:** City Manager/Acing Secretary John Dantzer

**The meeting was called to order by Chairperson Erickson at 6:04 pm.**

\* \* \* \* \*

**MOTION BY ADAIR, SECOND BY BERGQUIST, TO APPROVE THE MINUTES FROM THE SPEICAL MEETING HELD DECEMBER 15, 2022.**

**Yes – Adair, Bergquist, and Erickson**

**No – None**

**Absent – Jensen and Schleicher**

**Motion carried.**

\* \* \* \* \*

The Committee discussed the results of the survey and reviewed the draft plan. The Committee discussed changing the priority list on page 38 of the plan to take out the wording-have more circuses, have more fairs, and have more festivals to enhance existing events.

**MOTION BY BERGQUIST, SECOND BY ERICKSOIN, TO APPROVE THE 2023-2027 DRAFT RECREATION PLAN WITH THE NEW ENHANCE EXISTING EVENTS WORDING AND TO SUBMIT IT TO THE PUBLIC FOR THE 30-DAY REVIEW PERIOD.**

**Yes – Adair, Bergquist, and Erickson**

**No – None**

**Absent – Jensen and Schleicher**

**Motion carried.**

\* \* \* \* \*

The Committee discussed current projects the City had already done some research on and recreation ideas for the community.

The Committee scheduled the next meeting for March 9, 2023 at 6:00 at the West Branch City Hall.

\* \* \* \* \*

The meeting was adjourned at 7:32 pm.



REGULAR MEETING OF THE WEST BRANCH PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS  
OF CITY HALL, 121 NORTH FOURTH STREET, ON TUESDAY, MAY 9, 2023.

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

Present: Bob David, Yvonne DeRoso, Mike Jackson, Cori Lucynski, and Rusty Showalter.

Absent: Josh Erickson and Kara Fachting

Others officers in attendance: Acting secretary/zoning administrator, John Dantzer

\* \* \* \* \*

All stood for the Pledge of Allegiance.

\* \* \* \* \*

**MOTION BY DAVID, SECOND BY JACKSON, TO APPROVE THE MINUTES FROM THE MEETING  
HELD APRIL 14, 2023.**

**Yes — David, DeRoso, Jackson, Lucynski, Showalter**

**No – None**

**Absent –Erickson, Fachting**

**Motion carried**

\* \* \* \* \*

The Commission listened to the second series of a training on the Planning Enabling Act hosted by the Michigan Association of Planners.

\* \* \* \* \*

Chairperson Lucynski noted she would not be able to make the next meeting, noted the handicap ramp repairs look great, and gave an update on the B3 event.

Member David gave an update on the Riverwalk cleanup and wished all mothers a Happy Mother's Day.

Member DeRoso gave an update on the recent MTA meeting she attended.

\* \* \* \* \*

Chairperson Lucynski closed the meeting at 7:53 pm

REGULAR MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY  
HELD AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. WEST BRANCH, MI ON  
TUESDAY, JUNE 27, 2023.

The meeting was called to order by Chairperson Samantha Fabbri at 12:10 pm.

Present: Samantha Fabbri, Autum Hunter, Sandy Rabidue, Ken Walters, and Cathy Zimmerman.

Absent: Anthony Bair, Joanne Bennett, Joe Clark, and Erin Resteiner.

Others present: Acting Secretary/City Manager John Dantzer

\* \* \* \* \*

**MOTION BY FABBRI, SECOND BY RABIDUE, TO EXCUSE MEMBERS BAIR,  
BENNETT, CLARK, AND RESTEINER FROM THE MEETING.**

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

\* \* \* \* \*

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

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

\* \* \* \* \*

An addition of \$407.97 was added to the bills to reimburse Nancy Griffin for the flowers planted in the Fireman’s Memorial making the total needing to be approved \$5,755.47.

**MOTION BY HUNTER, SECOND BY RABIDUE, TO APPROVE THE BILLS IN THE  
AMOUNT OF \$5,755.47.**

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

\* \* \* \* \*

**MOTION BY FABBRI, SECOND BY RABIDUE, TO ACCEPT THE RESIGNATION OF  
MEMBER ANTHONY BAIR AND HAVE SECRETARY DANTZER POST THE  
OPENING.**

**Yes – Fabbri, Hunter, Rabidue, Walters, and Zimmerman  
Absent – Bair, Bennett, Clark, and Resteiner**

**No – None  
Motion carried.**

\* \* \* \* \*

The Board discussed needing someone to fill the July and August time slots to water the Fireman's Memorial flowers. Member Hunter volunteered to fill those slots and water those flowers in July and August.

\* \* \* \* \*

Chairperson Fabbri addressed the need to have some sort of way to communicate with the downtown businesses during the Houghton Ave. road reconstruction. It was the consensus of the Board to have the City look into creating a Facebook page that all updates and announcements could be posted to so the local businesses have one spot to go and get information.

Chairperson Fabbri also discussed the issue with the outlets of the current light poles not always working during special events downtown. It was noted the reconstruction project does call for plugs to be installed in all of the new light poles with a permanent power supply.

Chairperson Fabbri also reminded everyone of the upcoming Classy Chassis car show and Jeep Jam events.

Secretary/Manager Dantzer updated the Board that he had received some concern with allowing food trucks downtown during special events because they could hurt the brick and mortar businesses. The Board was not in favor of eliminating all food trucks downtown but were in favor of looking into switching the application process to require special event sponsors to note if they are planning on having food trucks as part of their event so the City could have some more control over them.

Secretary/Manager Dantzer also noted he would like to have a representative from the DDA serve on the City sesquicentennial subcommittee to help plan the event scheduled for 2025. Member Rabidue noted she would be willing to serve on the subcommittee.

The Treasures report was submitted.

\* \* \* \* \*

The meeting was adjourned at 12:59 pm.

SPECIAL INFORMATIONAL MEETING OF THE WEST BRANCH DOWNTOWN  
DEVELOPMENT AUTHORITY HELD AT THE WEST BRANCH CITY HALL AT 121 N. FOURTH  
ST. ON TUESDAY, JUNE 27, 2023.

Chairperson Fabbri called the meeting to order at 12:08 pm.

Present: Samantha Fabbri, Autum Hunter, Sandy Rabidue, Ken Walters, and Cathy  
Zimmerman.

Absent: Anthony Bair, Joanne Bennett, Joe Clark, and Erin Resteiner.

Others present: DDA Secretary/City Manager John Dantzer

\* \* \* \* \*

Chairperson Fabbri noted the reason for the special meeting was to hold the first of the two  
2023 required informational meetings as required by the DDA Act.

She noted the projects worked on during the first part of 2023 and the main areas of focus  
for the remainder of the 2023 calendar year would be as follows:

1. Development of the Gathering Place.
  - The DDA was not able to proceed with the project in 2022 as grant funds were not available. The board submitted grants for the DNR Michigan Spark Grant and the MEDC Public Spaces Grant program in the spring of 2023 and will continue to monitor for additional funding sources.
2. Work with City Council on the Houghton Ave redesign project.
  - The Board worked on funding options for the streetscape project. The notice for bids was released in June by MDOT and will be closed at the end of July. Once the bid is awarded, the Board will review the portion of the project they are responsible for and finalize funding.
3. Continue the downtown flower and snow removal projects.
  - The Board again sponsored the flowers with the flowers being completed in May. They will again sponsor the snow removal from the downtown during the winter.
4. Work on seasonal themed banners.
  - No banners were decided upon during 2022 but we will continue to discuss optional themed banners that would be instituted after the road reconstruction and streetscape is completed in 2024.

\* \* \* \* \*

No one from the public was in attendance to speak on the report.

\* \* \* \* \*

Chairperson Fabbri adjourned the meeting at 12:010 pm.

**CITY OF WEST BRANCH  
CITY COUNCIL MEETING  
JULY 31, 2023**

PLEASE TAKE NOTICE that the West Branch City Council meeting scheduled for Monday, July 31, 2023 at 6:00 pm will be conducted both in person and virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 pandemic.

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

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

One tap mobile

+16465588656,,89006054012#,,, \*951005# US (New York)

+16469313860,,89006054012#,,, \*951005# US

Dial by your location

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- +1 646 931 3860 US
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- +1 312 626 6799 US (Chicago)
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US
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- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US

Meeting ID: 890 0605 4012

Passcode: 951005

Find your local number: <https://us02web.zoom.us/j/kckKCGA5ob>