AGENDA

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD IN PERSON AND VIRTUALLY AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, SEPTEMBER 19, 2022, BEGINNING AT 6:00 P.M.

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

- I. Call to order
- II. Roll call
- III. Pledge of Allegiance
- IV. Scheduled Matters from the Floor
 - A. County 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. Closed Session Attorney Client Privilege
 - B. Bills
 - C. Special Event Permit-Homecoming Light Pole Decorating
 - D. Special Event Permit-Christmas Light Parade
 - E. Special Event Permit-Flannel & Flapjack Fundraiser
 - F. Title VI Plan
 - G. Temporary Construction Access Easement Agreement
 - H. Condo modification approval for West River Park Condo complex
 - I. Council Bylaws, Policies and Procedures
 - J. D&N Contract Agreement
- XI. Approval of the minutes and summary from the regular meeting and closed session held September 6, 2022.
- XII. Consent Agenda
 - A. Treasurer's Report and Investment Summary
 - B. West Branch Police Department report for August 2022
 - C. Minutes from the Planning Commission held July 12, 2022

XIII. Communications

A. Act 51 Certification

XIV. Reports

- A. Mayor
- B. Council
- C. Manager
 - 1. Work Session reminder

XV. Public comment any topic

XVI. Adjournment

UPCOMING MEETINGS-EVENTS

September 20 WWTPA 3:30 pm

September 21 Airport Board 12:15 pm

September 27 DDA 12:00 pm

October 3 City Council 6:00 pm

October 5 Election Commission 11:00 am

October 5-14 Audit

October 11 Planning Commission 6:00 pm

October 17 City Council 6:00 pm

October 19 Airport Board 12:15 pm

October 19-21 MML Conference

October 25 DDA 12:00 pm

Sample Motion to go into Closed Session to discuss Matters Subject to Attorney/Client Privilege

"I move to go into Closed Session pursuant to section 8(e)(h) of the Open Meetings Act to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation and to consider material exempt from discussion or disclosure by State or Federal statute

ATTACHED IS A LIST OF THE

BILLS TO BE APPROVED

AT THIS COUNCIL MEETING

BILLS \$63,985.59

BILLS AS OF 9/16/22 \$63,985.59

Additions to Bills as of \$0

Paid but not approved \$6,604.48

TOTAL BILLS

\$70,590.07

BILLS ARE AVAILABLE

AT THE MEETING

FOR COUNCIL'S REVIEW

Vendor Name	Amount	Description
ARNOLD SALES	289.94	DPW SUPPLIES
BUNTING SAND & GRAVEL PRO INC	140.55	SAND
CHARTER COMMUNICATIONS	579.89	
CINTAS	366.74	UNIFORMS
CITY OF WEST BRANCH	799.86	WATER BILLS
CONSUMERS ENERGY	2,671.54	ELECTRIC
DO ALL INC	522.36	RECYCLING CENTER
ELECTION SOURCE	137.38	ELECTION SUPPLIES
ELHORN ENGINEERING COMPANY	635.00	WATER SUPPLIES
FOSTER BLUE WATER OIL LLC	4,354.95	FUEL
GFL ENVIRONMENTAL	12,036.39	GARBAGE SERVICE SEPTEMBER
GREAT LAKES TECH CONSULT LLC		WWTP IT SERVICES
HACH COMPANY	152.67	WWTP SUPPLIES
HOME DEPOT	42.94	VARIOUS SUPPLIES
KIRTLAND COMMUNITY COLLEGE	250.00	J. ADAMS TRAINING
MEDLER ELECTRIC CO	200.17	VARIOUS SUPPLIES
MESSA	517.81	M L PORTION SEPTEMBER
MESSA	517.81	M L PORTION OCTOBER
MESSA	17,143.36	INSURANCE OCTOBER
NORTHERN MOW & TRIM	105.00	MOWING
OFFICE CENTRAL	743.85	VARIOUS SUPPLIES
OGEMAW COUNTY EMERGENCY DISPATCH AU	25.00	WARRANT ENTRY
OGEMAW COUNTY HERALD ADLINER	890.12	ADS
OGEMAW COUNTY VOICE	49.30	ADS
OGEMAW TOWNSHIP CLERK	6,744.17	425 AGREEMENT MORGAN
ON DUTY GEAR LLC	1,534.70	POLICE UNIFORMS
SCHMITT TIRE & GAS	210.00	REPAIRS
SELLEY'S CLEANERS	28.50	POLICE DRY CLEANING
SHUCK, TORI	40.00	SMALL PAVILION REFUND
STATE OF MICHIGAN	10.00	CLOVER NOTARY FEE
STATE OF MICHIGAN	362.00	WATER SAMPLES
STONE, LARRY	75.00	CEMETERY REFUND OF FOUNDATION
UNUM LIFE INSURANCE CO OF AMERICA	1,076.12	LT ST DISABILITY & LIFE
UPS	10.62	SHIPPING
USA BLUE BOOK	526.16	WWTP SUPPLIES
VERIZON WIRELESS	115.13	CELL PHONES
WASTE MANAGEMENT INC	272.13	WWTP DUMPSTERS
WEST BRANCH ACE HARDWARE	461.73	VARIOUS SUPPLIES
WEST BRANCH NAPA AUTO TRUCK	307.83	VARIOUS SUPPLIES
WEST BRANCH TOWNSHIP TREASURER	1,741.58	425 AGREEMENT MCLAREN ETC
WEST BRANCH TOWNSHIP TREASURER	4,630.18	425 AGREEMENT ACE ETC
WEST BRANCH TOWNSHIP TREASURER	2,292.11	425 AGREEMENT WALGREENS
TOTAL	63.985.59	

TOTAL 63,985.59

City of West Branch





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

Event Name: Decorated Light Poles for Honocoming
Event Date: Start Time: End Time:
Name of Sponsoring Organization: West Branch Area Chamber of
Address: 422 W. Houghton Are
Contact Person Frather Neuhous Phone Number: 989-345-383
Describe the purpose of this event: OHHS WILL be decorating 15ht Poles
down town hest Brench for homecoming Sept 23rd to Oct. 3re
Point of Assembly: Light Polas Druntum
Proposed Route (start to finish, attach route diagram):
In an effort to help your event run smoothly you must make sure the following departments are aware of and/or can staff your event. Please obtain signatures from each department listed advising us that they are aware: West Branch City Police - services NOT needed arrangements have been made
Chief of Police
Ogemaw County Posse - services NOT needed arrangements have been made
Chief of Police
The applicant for a Special Event Permit and any other persons, organizations, firms or corporations on whose behalf the corporation is made, by filing this Permit, do represent, stipulate, contract and agree that they will jointly and severally indemnify and hold the City of West Branch harmless against liability for any and all claims for damage to property, injury to or death of persons arising out of or resulting from the issuance of this Permit or the conduct of the Event or its participants. Initials of Applicant
9 Comme 9/14/20
Signature Date

City of West Branch



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

Permit Approved - Yes / No

Manager / Clerk Signature



City of West Branch 121 N 4th St, West Branch, Michigan 48661

(989)345-0500 • Fax (989)345-4390 • www.westbranch.com

Special Event Permit

Event Name: Christmas Light Parade Event Date: Saturday, December 10, 2022 Start Time: 6:30 p.m. End Time: 9 p.m.
Event Date: Saturday, December 10, 2022 Start Time: 6:30 p.m. End Time: 9 p.m.
· · · · · · · · · · · · · · · · · · ·
Name of Sponsoring Organization: West Branch Area Chamber of Commerce
Address: 422 W. Houghton Ave
Contact Person: Heather Neuhaus Phone Number: 989-345-2821
Describe the purpose of this event: Community and business event with a parade and floats
Point of Assembly: Start at Valley and Griffin, down Houghton to Eighth Street
Proposed Route (start to finish, attach route diagram): Same parade route as previous years
In an effort to help your event run smoothly you must make sure the following departments are aware of and/or can staff your event. Please obtain signatures from each department listed advising us that they are aware
West Branch City Police - services NOT needed arrangements have been made
Chief of Police Ogemaw County Posse - services NOT needed arrangements have been made
Chief of Police The applicant for a Special Event Permit and any other persons, organizations, firms or corporations on whose behalf the corporation is made, by filing this Permit, do represent, stipulate, contract and agree that they will jointly and severally indemnify and hold the City of West Branch harmless against liability for any and all claims for damage to property, injury to or death of persons arising out of or resulting from the issuance of this Permit or the conduct of the Event or its participants. West Branch harmless against liability for any and all claims for damage to property, injury to or death of persons arising out of or resulting from the issuance of this Permit or the conduct of the Event or its participants. West Branch harmless against liability for any and all claims for damage to property, injury to or death of persons arising out of or resulting from the issuance of this Permit or the conduct of the Event or its participants. West Branch harmless against liability for any and all claims for damage to property, injury to or death of persons arising out of or resulting from the issuance of this Permit or the conduct of the Event or its participants. West Branch harmless against liability for any and all claims for damage to property, injury to or death of persons arising out of or resulting from the issuance of this Permit or the City of West Branch harmless against liability for any and all claims for damage to property, injury to or death of persons arising out of or resulting from the issuance of this Permit or the City of West Branch harmless against liability for any and all claims for damage to property, injury to or death of persons arising out of or resulting from the issuance of this Permit or the City of West Branch harmless against liability for any and all claims for damage to property, injury to or death of persons arising out of or resulting from the issuance of this Permit or the City of West Branch harmless against liability for any and all claims for da
For Office Use Only: Permit Approved — Yes / No

Manager / Clerk Signature

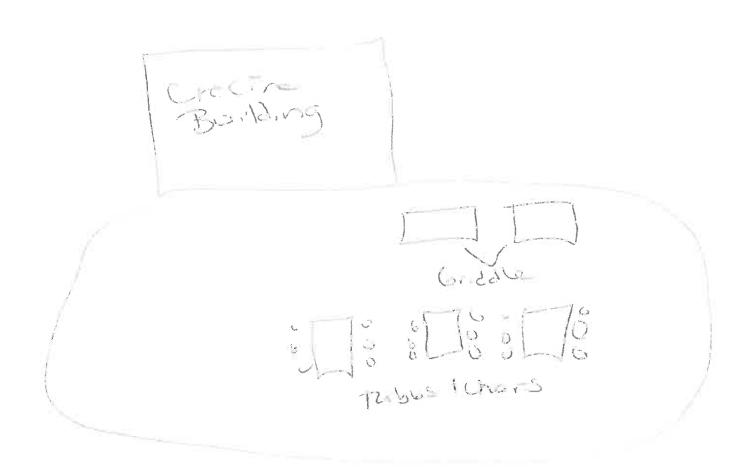


City of West Branch
121 N 4th St, West Branch, Michigan 48661
(989)345-0500 • Fax (989)345-4390 • www.westbranch.com

Special Event Permit

Event Name: Flannel and Flapjacks Fundraiser – Proceeds to go to the All Aboard Project
Event Date: Friday, October 21st Start Time: Set up 6-7 am Start 7 a.m. End Time: 10 a.m.
Name of Sponsoring Organization: West Branch Area Chamber of Commerce
Address: 422 W. Houghton Ave
Contact Person: Heather Neuhaus Phone Number: 989-345-2821
Describe the purpose of this event: Fundraiser for the All Aboard Project which is preserving the Oldest Building in town owned by the West Branch Area Chamber of Commerce
Point of Assembly: Using "The Gathering Spot"
Proposed Route (start to finish, attach route diagram): See back
In an effort to help your event run smoothly you must make sure the following departments are aware of and/or can staff your event. Please obtain signatures from each department listed advising us that they are aware:
West Branch City Police - services NOT needed arrangements have been made
Chief of Police Ogemaw County Posse - services NOT needed arrangements have been made
Chief of Police The applicant for a Special Event Permit and any other persons, organizations, firms or corporations on whose behalf the corporation is made, by filing this Permit, do represent, stipulate, contract and agree that they will jointly and severally indemnify and hold the City of West Branch harmless against liability for any and all claims for damage to property, injury to or death of persons arising out of or resulting from the issuance of this Permit or the conduct of the Event or its participants. Brack Initials of Applicant Signature Signature
For Office Use Only: Permit Approved – Yes / No

Manager / Clerk Signature



* People Can Order to go!

Michigan Department of Transportation 0179 (10/19)

TITLE VI SUB-RECIPIENT ANNUAL CERTIFICATION FORM

Page 1 of 1

This form is to certify compliance with Title VI of the Civil Rights Act of 1964. If your Title VI Plan has been approved by the Michigan Department of Transportation (MDOT), all changes to the organization's Title VI Plan which occurred during the current fiscal year (October 1st through September 30th) must be reported on this form. Please attach additional pages, as necessary, to provide a complete response to each question.

	OF ORGANIZATION West Branch							
			TITLE City Manager					
ADDRES								
CITY West B	ranch		COUNTY Ogemaw			STATE MI	ZIP CODE 48661	
TELEPH 989-34	IONE NO. 5-0500	FAX NO. 989-345-4	390			ADDRESS ager@westbrar	nch.com	
1.	Has your Title VI Coordina your last Title VI Plan was information for the new coordination	approved?	d during the report If yes, please list	ing per the nar	od or sin ne and c	ce ontact	XNo	Yes
2.	Has your organization had many? If yes, what did you had meaningful access to	u do to ensi and involve	ure that those pope ment in the develo	ulations pment	affected process?	by the project	XNo	☐ Yes
3.	What is the number or per project?	centage of I	EP or EJ populati	ions wh	o were a	ffected by the	N/A	
4,	How many public involvement meetings did you hold during the reporting period?							
5.	Did you provide language assistance at any of your public meetings during the reporting period? How many persons received this assistance?							
6.	Did you receive any formal reporting period? If yes, h complaint or law suit and the	ow many, a	nd please provide				X No	☐ Yes
7.	During this reporting perio ensure non-discrimination All employees including	in any of yo	our programs, serv	ees ha vices, o	ve been or activities	educated abours.	t Title VI and	I their responsibility to
8.	Please provide any comme			related	to the or	ganization's Tit	le VI Plan.	
	We continue to use the agendas for meetings. 'available upon request formatted materials or a All requests for accomm Clerk, Lori Ann Clover a com."	following was a common to persons a common to	wording anytime dations and nec with disabilities, ds to ensure effe hould be made w	we pu essary , as we ctive o	blish not reasonable as the communi- much a	tice of meeting able auxiliary hearing impair impairs and action and action otice	gs, public he aids and se aired, who recess to mee as possible	ervices are equire alternately etings or hearings. e by contacting City
The info	ormation reported on this for	m is accur	ate and reflects al	l chang	es to the	e organization's	Title VI Plar	n for the current fiscal
NAME	· · · · · · · · · · · · · · · · · · ·		TITLE		. <u>.</u>		DATE	
If you ha	ave any questions regarding T	itle VI, conta	act: MDOT Title VI (TO: (517) 335-094	Coordin 5,	ator (517)	241-7462, or N	IDOT-TitleVI@	Michigan.gov. PLEASE



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

TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT

Th	is Temporary Co	onstruction Access Easement Agreement (this "Agreement") is entered
into this _	day of	, 2022, by City of West Branch ("City" or
"Grantor"), a municipality	in the State of Michigan, and Deshano Construction, Inc.
("Deshand	o"or "Grantee"),	whose legal address is 325 Commerce Court, Gladwin, MI 48624
(collective	ely, the "Parties").

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby sells, conveys, transfers, and delivers to the Grantee, its contractors, consultants, subcontractors, materialmen, suppliers and workers a non-exclusive Temporary Construction Access Easement (the "Easement") for the real property located at [INSERT ADDRESS/LEGAL DESCRIPTION/LOCATION WITH SPECIFICITY] (the "Property"), to facilitate Deshano's construction at and near the Property.

This Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

- 1. The Easement is granted for vehicle and pedestrian ingress and egress to and from the Property and for Grantee's use to do all things reasonably necessary for its construction at and near the Property including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles. Upon expiration of the Easement, the Grantee, at its sole cost and expense, shall restore the Property to substantially the same condition it was in prior to Grantee's use. Grantee shall not leave any rubbish or debris on or about the Property. The terms of this Agreement shall begin upon the date of mutual execution hereof and shall extend until December 31, 2023, or until the construction has been completed, whichever occurs first. The Grantee may request an extension of the Easement by giving written notice to the Grantor on or before the Easement expires.
- 2. Deshano agrees that all work associated with its construction at and near the Property shall be completed by December 31, 2023. If not completed by that date, Grantee shall notify the Grantor in writing of its need for an extension of the Easement. If worked is stopped or not completed for any reason by the Grantee, Grantee shall comply with the restoration obligations set forth in Paragraph 1 until such time as the work recommences or is completed.



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

- 3. Upon termination of this Agreement, all covenants in this instrument are released (other than the Grantee's restoration obligations set forth in Paragraph 1, Grantee's indemnification obligations set forth in Paragraph 4, and the cost recovery provision set forth below, all of which survive the expiration or termination of this Agreement), and the Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Easement set forth herein.
- 4. The Easement shall allow Deshano and its contractors, consultants, subcontractors, materialmen, suppliers and workers to use the Property during the completion of their construction. Grantee shall use the Property solely for the purposes described in Paragraph 1 and for no other purpose. In no event may any use of the Property by Grantee, its contractors, consultants, subcontractors, materialmen, suppliers and workers violate any applicable law, rule or regulation relating to the Property or materially impact Grantor's normal municipal operations in the adjacent properties. To the extent permitted by law, Deshano shall indemnify and hold the City harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Deshano and its contractors, consultants, subcontractors, materialmen, suppliers and workers, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantor or its employees, contractors or agents.
- 5. Grantor covenants and agrees that it is the fee owner of the Property and that it has the authority to grant this Easement to the Grantee.
- 6. Grantor reserves all rights attendant to its ownership of the Property, including but not limited to the use and enjoyment of the Property for all purposes not inconsistent with the terms and conditions of this Agreement.
- 7. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, to the parties at the address given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor: John Dantzer

West Branch City Manager

121 N. Fourth St.

West Branch, MI 48661

If to Grantee: Chad Deshano

Deshano Construction 325 Commerce Ct.



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

Gladwin, MI 48624

- 8. This Agreement represents the entire agreement between the Grantor and the Grantee as it relates to the Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and signed by both the City Manager and the Grantee.
- 9. This Agreement is to be interpreted and subject to the laws of the State of Michigan.
- 10. In the vent of litigation between the parties in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in this paragraph shall survive any termination of expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:
John Dantzer
GRANTEE:
Chad Deshano



www.deshano.com

325 Commerce Court P O Box 539

Gladwin, Michigan 48624-0539

989-426-2521

800-234-0800

Fax: 989-426-0526

July 20, 2022

Hello,

Please find enclosed the permit application for TBD West River Park Dr. for lots 20/21 ID# 052-655-020-00 / 052-655-021-00

Should you have any questions please do not hesitate to reach out to me.

Thank you, **April Yennior** Construction Coordinator 989-426-2521 april@deshano.com

Enc.



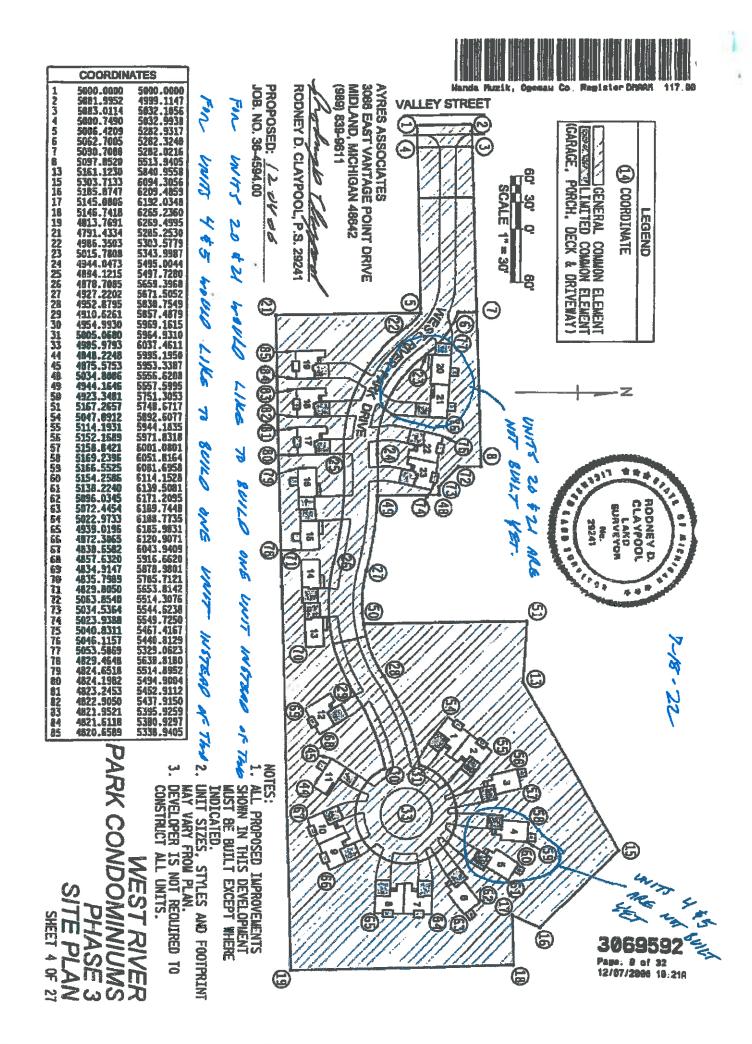
121 North Fourth Street, West Branch, Michigan 48661
Phone 989-345-0500, Fax 989-345-4390, e-mail <u>citymanager@westbranch.com</u>
The City of West Branch is an equal opportunity provider, employer, and lender

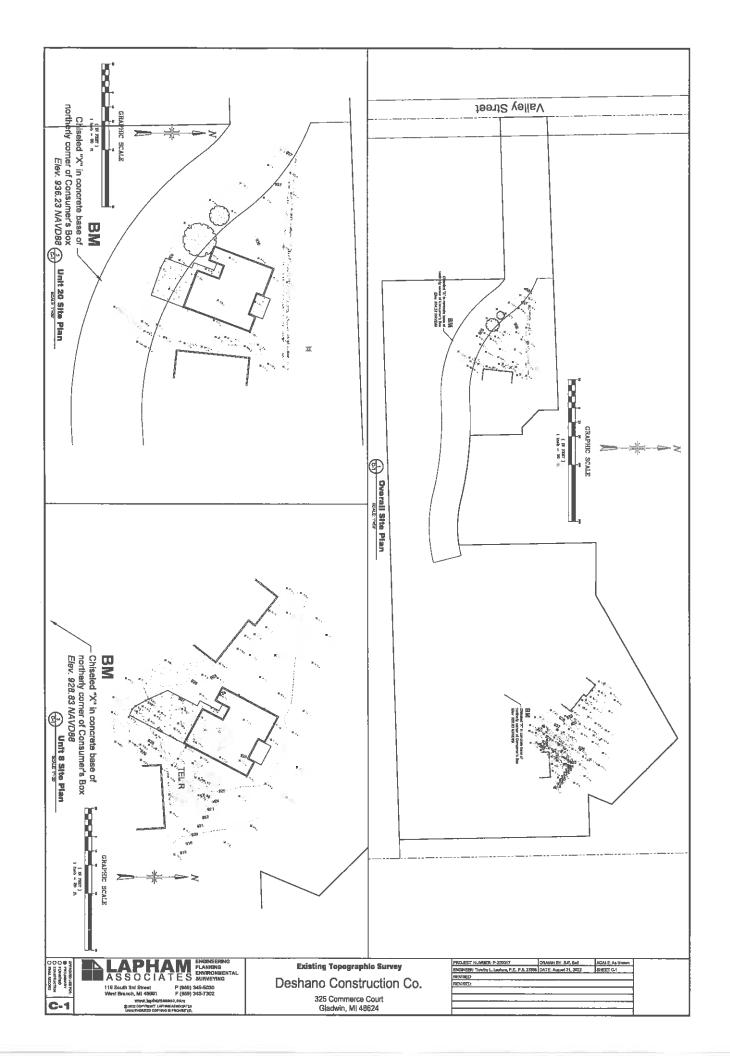
ZONING AND USE PERMIT APPLICATION

Applicant: Contractor Homeowner
Property Owner: De Shano Construction
Mailing address: 325 Commerce C4
Phone Number: 989-430-2521 Property ID # 052-(255-021-00
Project Address: TBD West River Park Dr.
Contractor Name: DeSnamo Companies, Inc
Contractor Address: 325 Commerce C4
Contractor Phone: 489-426-2521
Use <u>Residential</u>
Type of Improvement Other
Dimensions: (skip this section if it is just a use permit)
Length 50 Width 42 Height 18.5
Setbacks:
Front <u>25</u> Rear <u>35</u> Sides <u>16</u>
Applicant Signature: Date: Date:
(See reverse for site plan sketch area)

See	attached
Please include: Roads, sid	lewalks, setbacks and distance from current structures.
**Applicant is required to	contact Miss Dig at 811
Staff Action: Date Approve	d Denied Signature
Permit No	
Application fee (\$25.00 for residential, \$50 S:\Forms -8-27-20	for commercial) - PAID NOT PAID

TRD West River Park Dr. Darrel # 05 3- 655-031-08 8x18451X0 West River Paric br. F.S.J







www.deshano.com

325 Commerce Court P O Box 539 Gladwin, Michigan 48624-0539

989-426-2521

800-234-0800

Fax: 989-426-0526

July 20, 2022

Hello,

Please find enclosed the permit application for TBD West River Park Dr. for lots $4/5\,$ ID# 052-655-004-00 / 052-655-005-00

Should you have any questions please do not hesitate to reach out to me.

Thank you, April Yennior Construction Coordinator 989-426-2521 april@deshano.com

Enc.

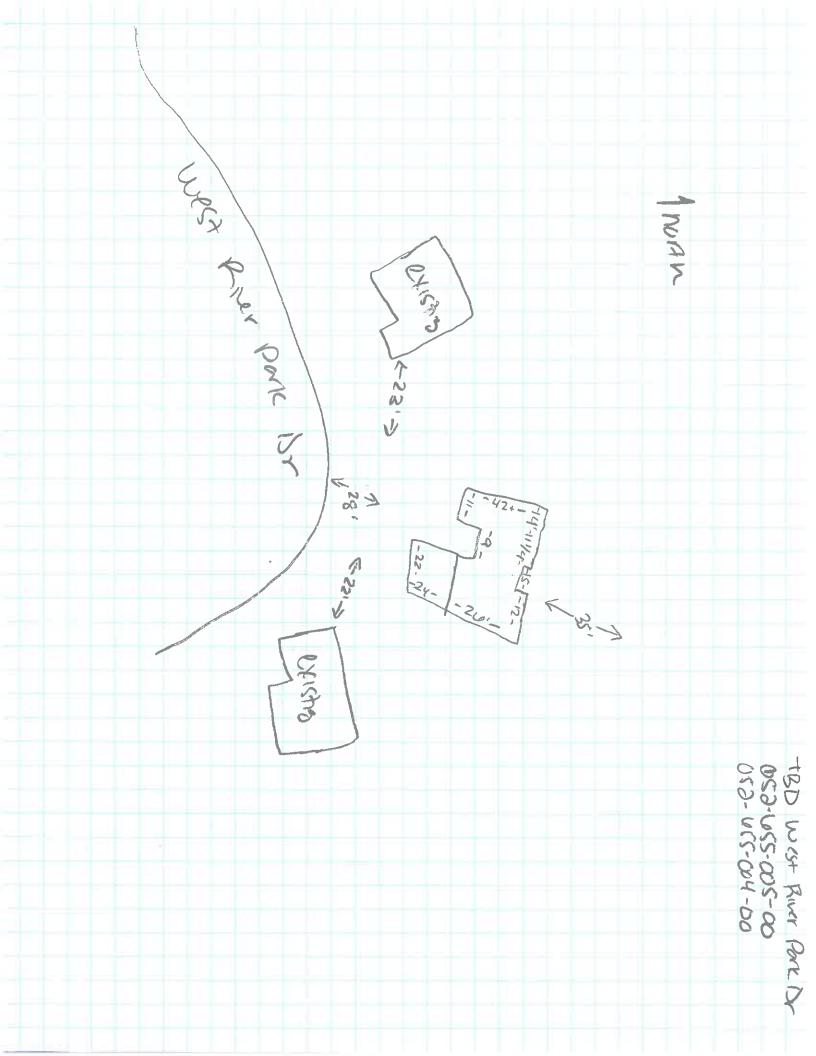


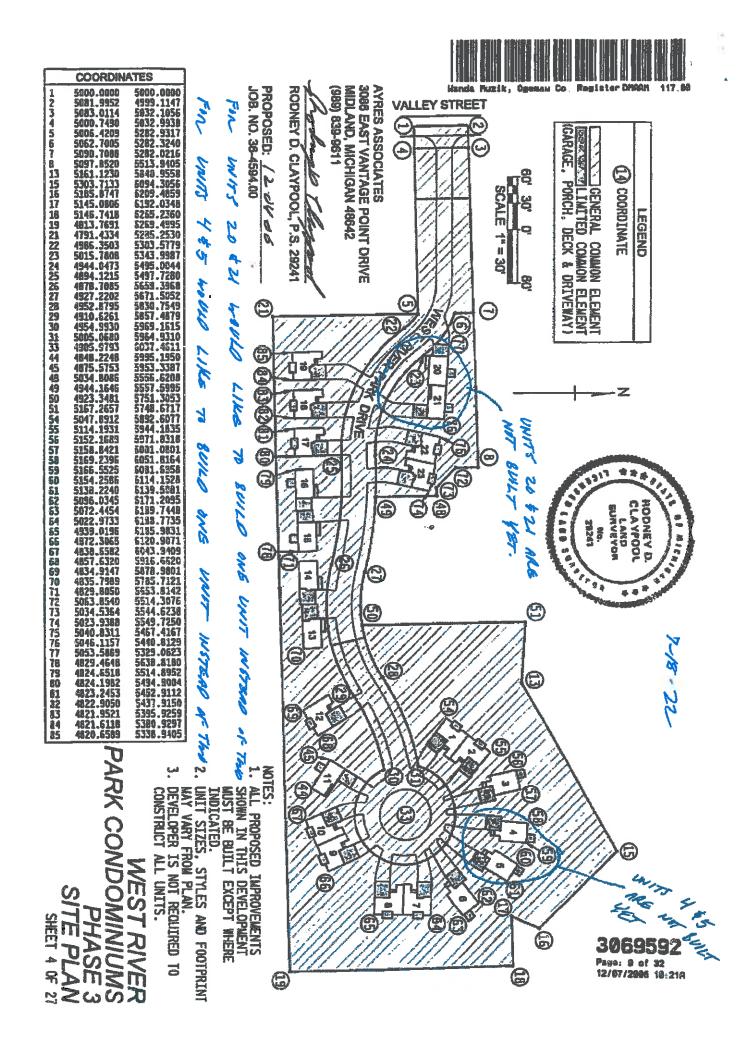
121 North Fourth Street, West Branch, Michigan 48661
Phone 989-345-0500, Fax 989-345-4390, e-mail citymanager@westbranch.com
The City of West Branch is an equal opportunity provider, employer, and lender

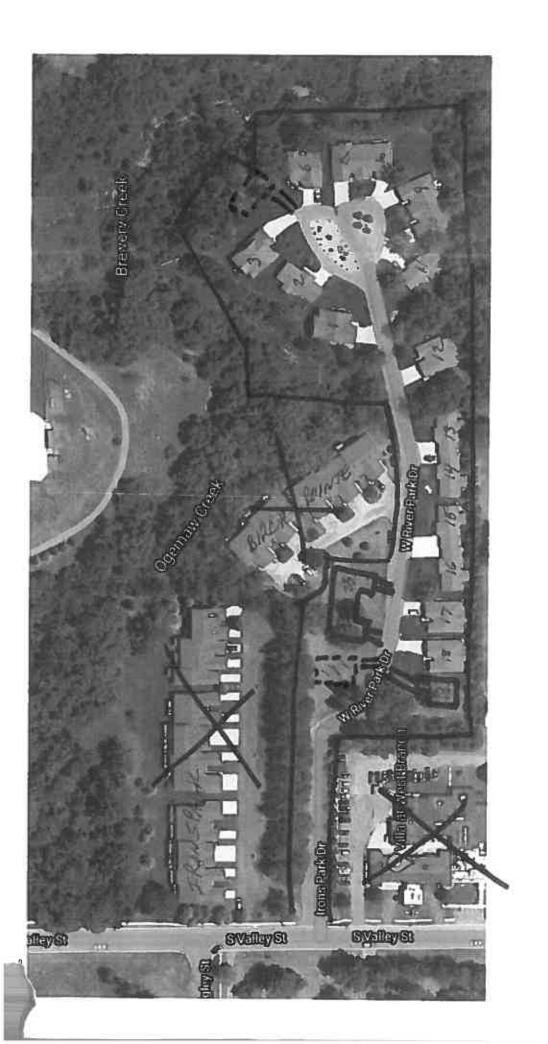
ZONING AND USE PERMIT APPLICATION

Applicant: Contractor Homeowner
Property Owner: Deshano Construction
Mailing address: 325 Commerce C4 052-055-004-00
Phone Number: 986-43(0-253) Property ID # 053-(055-005-00
Project Address: TBD West River Park Dr.
Contractor Name: DeSnam Companies, Inc
Contractor Address: 325 Commerce CA
Contractor Phone: 484-426-2521
Use <u>Pesidential</u>
Type of Improvement Other
Dimensions: (skip this section if it is just a use permit) Length Width Height 18,5 `
Setbacks:
Front 28 Rear 35 Sides 22+
Applicant Signature: Date: Date:
(See reverse for site plan sketch area)

See	attached
Please include: Poods side	ewalks, setbacks and distance from current structures.
**Applicant is required to	
Staff Action: Date Approved	Denied Signature
Permit No	
Application fee (\$25.00 for residential, \$50 f S:\Forms -8-27-20	or commercial) - PAIDNOT PAID







REGULAR MEETING OF THE WEST BRANCH PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET, ON TUESDAY, SEPTEMBER 13, 2022.

Chairperson Cori Lucynski called the meeting to order at 6:03 p.m.

Present: Bob David, Yvonne DeRoso, Josh Erickson, Cori Lucynski, and Mike Jackson

Absent: Kara Fachting, and Rusty Showalter

Others officers in attendance: City Manager, John Dantzer

All stood for the Pledge of Allegiance.

Chad Deshano presented plans to alter the approved condo plans for the West River Park Condo Association. He noted lots 4 and 5 and lots 20 and 21 would have to be switched from a duplex style to a single tenant building style due to there not being adequate room for the duplex style configuration. It was noted that there was already a mixture of single and duplex style in the association and the buildings would look similar to what has already been built.

MOTION BY JACKSON, SECOND BY DAVID, TO APPROVE THE CHANGES TO THE CONDO SITE PLANS BECAUSE THE CHANGES ARE DETERMINED NOT TO BE A SUBSTANTIAL OR MATERIAL CHANGE.

Yes — David, DeRoso, Erickson, Lucynski, Jackson

No - None

Absent – Fachting, Showalter

Motion carried

The above is an excerpt from the minutes of the Planning Commission meeting held September 13, 2022

BYLAWS, POLICIES AND PROCEDURES FOR WEST BRANCH CITY COUNCIL

ARTICLE I ELECTION OF MAYOR PRO-TEM

Section 1. Election of Council Officers. The Council shall, at its first meeting in January of each even-numbered year, elect one of its members to serve as mayor pro-tem for a term expiring two years from such date.

Section 2. Presiding Officers.

- (a.) The Mayor shall preside over all the meetings of the Council (regular and special Council meetings, public hearings, and work sessions).
- (b.) The Mayor Pro Tem shall preside over the meetings of the Council in the absence of the Mayor
- (c.) If the Mayor and Mayor Pro Tem are absent from a meeting, the Council may designate another of its members to serve as acting Mayor.

ARTICLE II VACATED ELECTIVE POSITIONS

Section 1. Filling of Vacancies.

- (a.) In the event of a vacancy in the office of any member of City Council, the remaining members by majority vote shall appoint within 30 days a qualified person to fill the balance of the original unexpired term; provided, however, that if the period remaining of such term is 90 days or less no appointment shall be made.
- (b.) If any vacancy of any member of City Council which the Council is authorized to fill is not so filled within 30 days after such vacancy occurs, or if three or more vacancies exist simultaneously in the Council, such vacancies shall be filled for the balance of the respective unexpired terms at a special election.

Section 2. Procedures for Filling Vacancies.

- (a.) Nomination to a vacant elected position shall occur by the self-nomination of the applicant or nomination by a Council Member.
- (b.) All names nominated shall be notified and invited to attend a City Council meeting in order to be interviewed by Members of the council. A motion for appointment to fill a vacancy in office must be made and seconded and approved by majority vote of City Council.
- Section 3. Vacancy in Presiding Office. Vacancy in the Mayor Pro Tem position

- shall be filled by appointment no later than the second regular meeting following the effective date of the vacancy.
- Section 4. Unfilled Vacancies. In the event an election to appoint an individual to a vacancy within an elective position is not able to be held, the same nomination and appointment procedure as noted in Article II, section 2 shall be utilized at every successive regular City Council meeting until an appointment is approved.
- **Section 5. Provisions for Filling Vacancies.** The provisions for filling vacancies in Article II supersede Robert's Rules of Order.

ARTICLE III GENERAL POLICY

Section 1. Council Mail. Members of the Council shall be responsible for checking their email provided by the City Clerk's office.

Section 2. Absences.

Members of the Council shall notify the Mayor, via the City Clerk, if they are unable to attend any meetings and/or study sessions.

- Section 3. Review of Bylaws, Policies and Procedures. Upon the written request of three or more Council Members, these bylaws shall be reviewed at a study session. Proposed revisions shall be voted upon at a regular Council meeting.
- **Section 4. Quorum.** A majority of the members of the Council in office at the time shall be a quorum for the transaction of business at all council meetings but in the absence of a quorum a lesser number may adjourn any meeting to a later time or date, and in the absence of all members the clerk may adjourn any meeting for not longer than one week. Written notice shall be given of all adjourned meetings.

ARTICLE IV COUNCIL AGENDA

Section 1. Agenda Deadline.

- (a.) The deadline for agenda items will be the Thursday, prior to the Council meeting at 4:30 p.m.
- (b.) All information pertaining to an agenda item shall be submitted to the City Clerk by 4:30 p.m. on the Thursday, prior to the Council meeting date.
- (c) Electronically generated Council packets will be transmitted, by the Clerk's office, to Council by 4:30 p.m. the Friday before each meeting unless extenuating circumstances prevent it.

Section 2. Addition to Agenda by Council. Additional or Emergency agenda items and/or request for an addendum to the agenda may be approved at the discretion of the Mayor/Mayor Pro Tem.

Section 3. Order of Business. The Agenda/Order of Business shall consist of the following:

Call the meeting to order

Roll call

Pledge of Allegiance to the Flag

Scheduled matters from the floor

Public hearings

Additions to the agenda

Public comment on agenda items

Bids

Unfinished business

New business

Approval of minutes

Consent agenda

Communications

Reports from the Mayor

Reports from Council Members

Reports from City Manager

Public comment on any item

Adjournment

ARTICLE V COUNCIL MEETINGS

Section 1. Schedule of Regular Meetings.

Meetings shall typically be held on the first and third Monday of every month at 6:00 p.m.; however, at the first meeting of each calendar year, the Council shall provide by resolution for the time and place of its regular meetings and shall hold at least one regular meeting each month. A regular meeting shall be held at 7:00 p.m. on Monday, January 4, 5, 6, 7, 8, 9 or 10 of each even-numbered year.

Section 2. Special Meetings.

- (a) Special meetings shall be called by the clerk on the written request of the Mayor or any two members of the Council on at least 24 hours' written notice to each member of the Council, served personally or left at his usual place of residence; but a special meeting may be held on shorter notice if all members of the council are present or have waived notice thereof in writing.
- (b) No business shall be transacted at any special meeting of the Council unless the same has been stated in the notice of such meeting. However, any business which may lawfully come before a regular meeting may be transacted

at a special meeting if all the members of the Council present consent thereto and all the members absent file their written consent.

- Section 3. Robert's Rules of Order Adopted. The rules of parliamentary procedure as contained in Robert's Rules of Order, most recent edition, shall govern the City Council in all cases to which they are applicable, provided they are not in conflict with the, "Bylaws," adopted by the West Branch City Council, (2) the Charter of the City of West Branch, or (3) State or Federal Law. In certain cases, these Bylaws intentionally supersede Robert's Rules of Order.
- **Section 4. Suspension of Rules.** West Branch City Council bylaws may be suspended for good cause pertinent to a specific agenda item by a 2/3 majority vote of City Council, provided no less than five affirmative votes are recorded.

Section 5. Open Meetings Act Compliance.

All regular and special Council meetings shall be open to the public pursuant to Public Act 267 of 1976, as amended by Act. No. 256 of 1978, known as the Michigan's Open Meeting Act.

- Section 6. Recording of Minutes. West Branch City Clerk or Clerk's designee shall take the meeting minutes and provide the keeping of the Council records as per the City Charter
- Section 7. Voting. A vote upon all ordinances and resolutions shall be taken by a roll call vote and entered upon the records. The names of the members of the council shall be called in alphabetical order and the name to be called first shall be advanced one position alphabetically in each successive roll call vote.

Section 8. Duties of City Attorney.

- (a.) The City Attorney or a representative shall be present at Council Meetings upon the request of City Council. If any Council Member feels the City Attorney should be at any other meeting, that Council Member should contact the Mayor prior to the Council meeting with specific reasons why the City Attorney should be present.
- (b.) In the City Attorney's absence and during a meeting of the Council, all requests for legal opinions, etc. shall be sent to the attorney in writing through the City Clerk's office.

Section 9. Citizens' Comments.

(a.) Chapter 6, Section 6.4 of the West Branch City Charter states, "Citizens shall have a reasonable opportunity to be heard." Section 15.263(5) of the Michigan Open Meetings Act provides that persons shall be permitted to address the meeting of a public body under the rules established by the public body, and also provides that the public body may limit the right to address the public body to prescribed times.

- (b.) Council hereby establishes a three (3) minute time limit for speakers under these two (2) categories:
 - (1) "Public comment on agenda items". This section will allow citizens to be recognized only at the beginning of the meeting to address the Council pertaining to items that are specifically on the business agenda at that meeting.
 - (2) "Public comment on any item". This section will allow a citizen to be recognized at the conclusion of the Council's regular business to make general comments that may or may not pertain to the business that was before the Council at that meeting.
- (c.) Any citizen may additionally speak once at a public hearing for three (3) minutes.
- (d.) The Mayor shall have the authority to maintain order during the meeting.
- (e.) Persons wishing to speak during the "scheduled matters from the floor" section of the agenda shall notify the Clerk's office by Thursday at 4:30 pm before the Council meeting in which they wish to speak. Persons speaking during this section of the agenda will be afforded 10 minutes to speak.
- (f.) When a citizen is done addressing the Council, or when their time has been exhausted, they must immediately be seated. They may not return to the podium for any reason unless requested to do so by the Mayor/Pro Tem.

Section 10. Suspension of Three Minute Rule.

Any citizen wishing to speak longer than three (3) minutes shall make the request to City Council before the start of their three (3) minutes. The City Mayor or by vote of City Council may allow for additional time if deemed to be necessary.

Section 11. Yielding of Time Prohibited. Robert's Rules of Order does not allow a person to yield time to another person. The West Branch City Council shall not allow a person to yield time to another person.

Section 12. Time Keeping.

(a.) The City Clerk shall be responsible for keeping track of the Citizen's allotted time of three (3) minutes and notifying the Mayor/Pro Tem when time has elapsed. A time clock will be kept within view of the timekeeper. The clock will start upon the first words of the speaker and will not stop while the speaker is recognized from the floor. The clock will not be stopped by request once it is started. The clock will continue to run until the speaker is completed or their speaking time is exhausted. The speaker may be allowed to extend the allotted time if the City Council has questions or comments and deems it necessary for follow up.

(b.) If the Mayor/Pro Tem announces the intention to close "Public comment" and there are no requests to be recognized by the Citizens, then the Mayor shall close the Public comment section of the agenda for the remainder of the meeting.

Section 13. Citizens' Comments Policies.

- (a.) A public notice of sufficient size and easily readable print shall be posted on the premises during the City Council meetings and/or printed at the top of the Agenda with a brief and understandable explanation of the Council's procedures for a citizen speaking at Council meetings.
- (b.) Any citizen wishing to address the Council shall provide their name and shall address their comments through the Mayor when speaking from the podium. Only the Citizen recognized by the Mayor shall be allowed to speak during the "Public comment" portion of the agenda without Council and/or others commenting, unless a question is directed through the Chair, by that Citizen, toward a specific Council Member, the Mayor or other City official. All City officials may elect to respond to questions directed to them through the Chair. Additionally, the Mayor (or designee in the Mayors' absence), or any Council Member may elect to respond to any comment directed toward them or another City official at any time during a meeting in order to correct an error or misstatement of fact.
- (c.) If the Mayor, City Council Member, or other City Official interrupts the speaker and it is not in response to a direct question, then the clock will be stopped and then re-started when the Citizen is again allowed to speak.
- (d.) The Mayor shall call to order any person who is being disorderly by speaking when not having been recognized by the Mayor, or is being disruptive to the proceedings. If any person, after being called to order, continues to be disorderly and disruptive to the meeting, the Mayor may order that person removed from the meeting.

Section 14. Motions.

- (a.) A motion shall be made and seconded prior to any discussion on that subject or pending action by Council Members. All discussion shall be confined to the merits of the pending motion. Speakers shall address their remarks through the Mayor.
- (b.) Members of the Council may speak on all agenda items. The maker and supporter of a motion shall be recognized to provide discussion as first and second speakers if they so desire. No Member of Council shall speak a second time on an item under discussion, until all other members wishing to speak on that item have been heard. The presiding officer of the Council shall be permitted to participate in debate with regard to an agenda item without relinquishing the chair.

Section 15. Duty to Vote. Duty to Vote – Whenever a question is put before the

Council every member shall vote Yes, No, or Abstain, provided, however, that an abstention vote shall be cast only if a conflict of interest exists. If a Council Member intends to abstain from the vote, the Council Member shall state for the record their intention to abstain and the reason for doing so. The Council Member shall be prohibited from participating in further discussion or debate on the item under consideration. A roll call vote must take place to approve the abstention with the member abstaining required to vote.

Section 16. Recesses. The Mayor may call a recess of up to ten minutes unless challenged by a Council Member in which event a majority vote would be required.

Section 17. Extension of Time for Meetings.

- (a.) Regular Council meetings shall be adjourned no later than 12:00 a.m. One (1) extension of the adjournment time may be considered for not more than 30 minutes. Extensions shall be offered in the form of a motion and shall be subject to a vote by the City Council.
- (b.) If a Council meeting has not been completed, a Council meeting shall be posted and scheduled to commence at 6:00 p.m. the following non-City holiday business day.
- **Section 18. Reviving Denied Agenda Items.** Items that are brought before Council and denied, can be brought back to the Council at any meeting succeeding its denial upon the affirmative vote of five members of the Council

ARTICLE VI COUNCIL STUDY SESSIONS

Section 1. Calling Study Sessions.

- (a.) Study sessions shall be held when necessary at the call of the Mayor/Pro Tem.
- (b.) The Mayor/Pro Tem shall determine if a study session is needed. The Mayor/Pro Tem shall schedule dates and times of the study sessions. The City Clerk shall notify all appropriate people of the scheduled study session.

Section 2. Study Session Procedures.

- (a.) Written requests for Study Sessions shall be sent to the City Clerk, addressed to the Mayor/Pro Tem and must state the reasons for the request.
- (b.) Minutes of all Study Sessions (Closed and Open) shall be recorded.
- **Section 3.** Agenda. All study session notices should include the topics of discussion, including a provision for Public Comments. Citizen comments will be at the end of the meeting, after all presentations have been made and the Council comments have been concluded.

SECTION 00 52 00

AGREEMENT

This Agreement is by and between City of West Branch ("Owner") and J & N Construction, LLC, 1223 Anna Drive, Gaylord, MI 49735 ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Contract 1A – Mass Grading, Roadway, and Watermain including mass grading of approximately 34 acres, construction of approximately 2,800 feet of HMA surfaced roadway with curb & gutter, and 1,500 feet of 8" watermain and appurtenances.

ARTICLE 2 - THE PROJECT

2.01 Project, of which the Work under the Contract Documents is a part, is generally described as follows: Water System & Infrastructure Upgrades

ARTICLE 3 - ENGINEER

- 3.01 The Owner has retained Fleis & VandenBrink Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
- A. The Work will not begin before November 7, 2022 and will be substantially complete on or before August 15, 2024, and completed and ready for final payment in accordance with

Paragraph 15.06 of the General Conditions on or before September, 2024.

- B. At the Contractors request, Work can start the week of September 19, 2022, provided issuance of Notice to Proceed and signed Agreements are executed.
- 4.03 Milestones
 - A. Parts of the Work shall be substantially completed on or before the following Milestone(s):

Addendum No. 4

- Milestone 1: Mass Grading of entire site and road work up to the subgrade complete before April 15, 2023 ready for utility installation by others. This milestone date may be adjusted dependent based upon weather conditions.
- 2. Milestone 2: HMA Top Course and restoration complete before August 15, 2023.

4.04 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$600 for each day that expires after such time until the Work is completed and ready for final payment.

Addendum No. 3

- 3. Milestone 1: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 will apply, rather than the milestone rate.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract.
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit totaling \$1,284,569.00.

ARTICLE 6 - PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - Prior to Substantial Completion, progress payments will be made in an amount equal
 to the percentage indicated below but, in each case, less the aggregate of payments
 previously made and less such amounts as Owner may withhold, including but not
 limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of the value of the Work completed (with the balance being retainage).
 - If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - Zero percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

A. All amounts not paid when due will bear interest at the percent per annum rate 2.0% higher than the Prime Rate on the date of bid opening.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.

- 6. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: Water System & Infrastructure Upgrades Contract 1A Mass Grading, Roadway, and Watermain.
- 7. Addenda (numbers 1 to 4, inclusive).
- 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
- The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.
 - Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

- within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C 700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contract	or have signed this Agreement.
This Agreement will be effective on of the Contract).	September 08 , 2022 (which is the Effective Date
Owner:	Contractor:
City of West Branch	J & N Construction, LLC
(typed or printed name of organization)	(typed or printed name of organization)

By: (individue	il's signature)	By: William Solution (individual's signature)
Date:	e signed)	Date: September 08, 2022 (date signed)
Name:	or printed)	Name: William P. Mason (typed or printed)
Title:		Title: General Manager
	or printed)	(typed or printed) (If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: (individua	nl's signature)	Attest: (individual's signature)
Title:	or printed)	Title: Office Manager
Address for giving notices:		(typed or printed) Address for giving notices:
		1223 Anna Drive, Gaylord, MI 49735
Designated Representativ	-	Designated Representative:
Name:	or printed)	Name: William P. Mason
Title:	or printed)	(typed or printed) Title: General Manager (typed or printed)
Address:		Address;
		1223 Anna Drive, Gaylord, MI 49735
Phone:		Phone: 989-732-8318
E-a-il.		Email: wmason@jandnllc.com
		License No.: N/A (where applicable)
		State:

END OF SECTION

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIA VIDEO CONFERENCE IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON TUESDAY, SEPTEMBER 6, 2022.

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

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

Absent: None

Other officers present: City Manager John Dantzer, City Clerk Lori Ann Clover, DPW Supervisor Mike Killackey, Chief Kenneth Walters, City Attorney Gregory Meihl, and County Commissioners Mark Surbrook and Craig Scott.

All stood for the Pledge of Allegiance.

Commissioner Surbrook gave a report. The county has approved the purchase of two Chevy Tahoe's. The county is also behind moving the veteran's office to the old state police post. There will be some renovations necessary and the county will cover those costs.

Yvonne DeRoso stated that Deshano has purchased the last four sites and is working on one more duplex with two units. Chad Deshano is also here from Deshano and is requesting an entrance off Freemont Street. They will remove the dead tree, put planks down over the curb, and repair/replace any damage that is done. John will draw up a quick contract to that effect for Chad to sign. Rusty requested to abstain from the vote.

MOTION BY FRECHETTE, SECOND BY BENNETT, TO ACCEPT MEMBER SHOWALTER ABSTAINING FROM THE VOTE.

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

No – None Absent – None Motion carried

MOTION BY ZIMMERMAN, SECOND BY PUGH, TO ALLOW DESHANO ACCESS TO THEIR CONSTRUCTION SITE VIA FREEMONT STREET UPON SIGNATURE OF REPAIRING/REPLACING DAMAGES CAUSED BY SUCH ACTIONS.

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

No - None Absent - None Motion carried

* * * * * * * * * * * * * * * * * *

Commissioner Craig Scott introduced himself to council and announced that he would be taking over for Commissioner Surbrook in January 2023 as the representative of the County. He sits on various boards including the Airport and Parks and Recs. He is also a representative for NEMSCA.

* * * * * * * * * * * * * * * * * * *

Additions to the agenda included MDOT Trail Assessment under New Business and moving the discussion of the Pocket Park item D. under new business to the end following Public Comment Any Topic.

* * * * * * * * * * * * * * * * * * *

MOTION BY BENNETT, SECOND BY ZIMMERMAN, TO APPROVE THE PAYMENT OF BILLS IN THE AMOUNT OF \$140,698.62.

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

No – None Absent – None Motion carried

* * * * * * * * * * * * * * * * * *

MOTION BY ADAIR, SECOND BY BENNETT, TO DESIGNATE MEMBER SHOWALTER AS THE MML CONFERENCE VOTING DELEGATE.

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

No – None Absent – None Motion carried

* * * * * * * * * * * * * * * * * *

MOTION BY FRECHETTE, SECOND BY BENNETT, TO NAME MANAGER DANTZER AS THE HEALTH OFFICER.

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

No – None Absent – None Motion carried

* * * * * * * * * * * * * * * * * *

MOTION BY PUGH, SECOND BY ADAIR, TO APPROVE MDOT REROUTING THE ROAD CROSSING FOR THE WALKING TRAIL WHILE THEY ARE WORKING.

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

No – None Absent – None Motion carried

* * * * * * * * * * * * * * * * * * *

MOTION BY BENNETT, SECOND BY JACKSON, TO APPROVE THE MINUTES AND SUMMARY FROM THE MEETING HELD AUGUST 15, 2022.

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

No – None Absent – None Motion carried

MOTION BY SHOWALTER, SECOND BY BENNETT, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; MINUTES FROM THE AIRPORT BOARD MEETING HELD JULY 20, 2022; AND MINUTES FROM THE DDA MEETING HELD JULY 26, 2022.

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

No – None Absent – None Motion carried

Member Showalter gave accolades for the perfect score on the AMAR Audit.

District 3 and 5 need a representative on the Ogemaw County Emergency Dispatch Authority Board due to the reapportionment of the county this year. Manager Dantzer will be representing District 5.

Member Jackson reported that it was a very nice holiday week end with lots of traffic going through town. The wrestling event was well attended and excellent entertainment.

Member Bennett asked about replacing or fixing the damaged tree planters. This was going to be done following the work by MDOT but as that has been set back a year they will be taken care of sooner.

Member Adair received a complaint from a community member that the flowers are growing so well that it is difficult to see around the corner. They will be trimmed back.

Member Showalter let Council know that the screws are coming loose on the board walk on the east side of Valley Street. Mike will send someone out to get that taken care of.

Manager Dantzer announced that we still have not had any interest in the opening for the Board of Review. The Work Session will be rescheduled for September 19th following the regular City Council meeting. Perhaps we could put up a sign/banner at the old state police post announcing this will be the future site of the Veterans Alliance donated by the City.

MOTION BY SHOWALTER, SECOND BY BENNETT, TO HAVE MANAGER DANTZER PURSUE A PRICE QUOTE FOR THE BANNER FOR THE VETERAN'S ALLIANCE.

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

	* *** * * * * * * * * * *	* * * *
	nat he applied for the Community Gra had to put another car in the shop.	ant from Walmart and we were awarded
	il and public present to the dedicatio , at the museum on September 24 th a	n of Millie Miller's totem pole created in at 11:00 am with the dedication
	T TO MCL 15.268 (h), WITH CITY ATT	IETT, WAS MADE TO GO INTO CLOSED TORNEY GREG MEIHN REGARDING THE
Yes – Adair, Bennet	tt, Frechette, Jackson, Pugh, Showal	ter, Zimmerman
No - None	Absent – None	Motion carried
	* * * * * * * * * * * * * *	* * * *
AT 6:58 PM, MOTIC PUBLIC.	ON BY FRECHETTE, SECOND BY JACKS	SON, TO RE-OPEN THE MEETING TO THE
Yes – Adair, Bennet	tt, Frechette, Jackson, Pugh, Showal	ter, Zimmerman
No – None	Absent – None	Motion carried
	* * * * * * * * * * * * * *	* * * *
Mayor Frechette adjourned	the meeting at 6:58 pm.	
Paul Frechette, Mayor		Lori Ann Clover, Clerk

No - None

Absent - None

Motion carried

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIA VIDEO CONFERENCE IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON TUESDAY, SEPTEMBER 6, 2022.

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

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

Absent: None

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

All stood for the Pledge of Allegiance.

Commissioner Surbrook gave a County update.

Yvonne DeRoso and Chad Deshano presented Deshano's request to use an entrance off Freemont Street as an access to their construction site.

Council approved Member Showalter abstaining from the vote.

Council approved Deshano's request to use an entrance off Fremont Street upon signature of repairing/replacing any damages.

Commissioner Scott introduced himself to Council and announced that he would be the representative for the County effective January 2023.

Additions to the agenda included MDOT Trail Assessment under New Business and moving the discussion of the Pocket Park item D. under new business to the end following Public Comment Any Topic.

Council approved bills in the amount of \$140,698.62.

Council approved Member Showalter as the MML Conference voting delegate.

Council approved Manager Dantzer as the Health Officer.

Council approved MDOT rerouting the walking trail for crossing the road while they are working on the Houghton Avenue project.

Council approved the minutes and summary of minutes from the meeting held August 15, 2022.

Council approved minutes from the Airport Board meeting July 20.2022, and the DDA meeting July 26, 2022, as well as the Treasurer's report and Investment Summary were received and filed.

Communications distributed were AMAR Audit results, Ogemaw County Emergency Dispatch Authority, and thank you letters.

Members Jackson, Bennett, Adair, and Showalter gave reports.

Manager Dantzer gave reports and announced that the Work Session will be rescheduled to September 19th immediately following the regular Council meeting.

Council approved Manager Dantzer pursuing a quote for a sign/banner for the future site of the Veteran's Alliance.

Chief Walters gave a report.

Lois Berquist invited council and public to the dedication of Millie Miller's totem pole September 24th at 11:00 am.

Council approved to go into closed session at 6:13pm pursuant to MCL 15.268 (h), with City Attorney Meihn regarding the downtown pocket park.

Council approved to re-open the meeting to the public at 6:58pm.

Mayor Frechette adjourned the meeting at 6:58 pm.

)9/16/2022 01:35 PM Jser: MICHELLE Dr. Wostbranch City

CASH SUMMARY BY BANK FOR WEST BRANCH FROM 09/01/2022 TO 09/30/2022

Page:

1/1

D. Washin	anch City	Beginning			Endin
3ank Code		Balance	Total	Total	Balanc
⁷ und	Description	09/01/2022	Debits	Credits	09/30/202
	1 - GENERAL CHECKING				
101		962,732.31	553,225.62	82,877.56	1,433,080.37
L50	CEMETERY PERPETUAL CARE	38,646.56	480.00	0.00	39,126.56
209	CEMETERY FUND	(3,449.45)	10,195.00	1,807.91	4,937.64
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	831.45	0.00	0.00	831.45
248	DDA OPERATING FUND	282,088.21	5,668.93	13,065.58	274,691.56
251	INDUSTRIAL PARK FUND	5,811.49	0.00	134.01	5,677.48
276	HOUSING RESOURCE FUND	180,474.14	563.77	0.00	181,037.9
318	SEWER DEBT FUND	82,623.35	8,134.01	81.45	90,675.93
319	WATER DEBT FUND	75,349.39	1,914.39	16.92	77,246.86
572	PLANT REPLACEMENT FUND (R&I)	0.90	0.00	0.00	0.90
590	SEWER FUND	345,117.80	16,998.22	49,302.22	312,813.80
591	WATER FUND	728,180.27	13,367.70	15,838.29	725,709.68
592	WATER REPLACEMENT FUND	522,654.54	0.00	0.00	522,654.54
593	SEWER COLLECTION	246,640.90	1,956.31	2,679.21	245,918.00
561	EQUIPMENT FUND	22,328.24	8,443.39	6,680.99	24,090.64
704	PAYROLL CLEARING	24,496.84	40,427.39	40,427.39	24,496.84
705	IRONS PARK ENTERTAINMENT FUND	10,126.57	0.00	0.00	10,126.57
707	YOUTH SAFETY PROGRAM	15.00	0.00	0.00	15.00
	GEN1 - GENERAL CHECKING	3,524,668.51	661,374.73	212,911.53	3,973,131.71
M/LST MAI	JOR/ LOCAL STREETS				
202	MAJOR STREET FUND	650,737.93	27,059.93	40,332.49	627 465 27
203	LOCAL STREET FUND	352,930.99	8,354.10	633.74	637,465.37 360,651.35
				055.7 T	300,031.33
	MAJOR/ LOCAL STREETS	1,003,668.92	35,414.03	40,966.23	998,116.72
PAY PAYRO					
704	PAYROLL CLEARING	26,236.83	40,427.39	37,751.21	28,913.01
	PAYROLL	26,236.83	40,427.39	37,751.21	28,913.01
CHEM SAVI	INGS				
l 01		459,720.02	0.00	0.00	459,720.02
150	CEMETERY PERPETUAL CARE	1,683.79	0.00	0.00	1,683.79
251	INDUSTRIAL PARK FUND	245.24	0.00	0.00	245.24
571	COLLECTION REPLACEMENT FUND	0.65	0.00	0.00	0.65
591	WATER FUND	26,424.24	0.00	0.00	26,424.24
592	WATER REPLACEMENT FUND	19,791.65	0.00	0.00	19,791.65
593	SEWER COLLECTION	3,184.57	0.00	0.00	3,184.57
561	EQUIPMENT FUND	103,544.75	0.00	0.00	103,544.75
	SAVINGS	614,594.91	0.00	0.00	614,594.91
ΓΑΧ TAXES					
701	TAX AGENCY	1,004,652.14	253,235.89	1,021,470.57	236,417.46
	TAXES	1,004,652.14	253,235.89	1,021,470.57	236,417.46
	TOTAL - ALL FUNDS	6,173,821.31	990,452.04	1,313,099.54	5,851,173.81

09/16/2022 01:35 PM User: MICHELLE

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH FROM 09/01/2022 TO 09/30/2022 FUND: ALL FUNDS INVESTMENT ACCOUNTS

Page:

1/1

Fund		Beginning Balance	Total	Total	Ending Balance
Account	Description	09/01/2022	Debits	Credits	09/30/2022
Fund 101			<u> </u>		
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	150,306.70	0.00	0.00	150,306.70
		250,306.70	0.00	0.00	250,306.70
Fund 150 C	EMETERY PERPETUAL CARE				
004.300	CERTIFICATE OF DEPOSIT C	112,499.74	0.00	0.00	112,499.74
004.400	CERTIFICATE OF DEPOSIT D	115,271.06	0.00	0.00	115,271.06
	CEMETERY PERPETUAL CARE	227,770.80	0.00	0.00	227,770.80
Fund 251 IN	IDUSTRIAL PARK FUND				
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	25,050.19	0.00	0.00	25,050.19
	INDUSTRIAL PARK FUND	125,050.19	0.00	0.00	125,050.19
Fund 661 E	OUIPMENT FUND				
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,200.75	0.00	0.00	100,200.75
	EQUIPMENT FUND	250,200.75	0.00	0.00	250,200.75
	TOTAL - ALL FUNDS	853,328.44	0.00	0.00	853,328.44

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

9/9/2022

Honorable Mayor and Council,

This is the August month end report. For the month of August, the department handled 87 Law Enforcement complaints and 3 blight / ordinance violations with follow up. The department further made 5 Felony arrests. Three of the five arrests were Methamphetamine related.

During the month of August, the department assisted with the Downtown Rodeo and annual Art Fair. All officers further participated in a Tactical Emergency Casualty Care Class (TECC), which trained them on emergency lifesaving measures for trauma wounds such as gunshots and stabbings.

At the end of August, we were further awarded a \$5,000 community grant from Walmart. This grant will assist in funding all of our youth programs such as Shop with a Cop, Halloween Safety, and Bicycle Safety. I am also beginning discussion with our SRO and school officials on potential programs geared for our middle school teenagers.

Respectfully,

Chief Kenneth W. Walters

West Branch Police Dept. -- (989) 345-2627

Offense Count Report

09/09/2022 07:54 AM

Page: 1

Report	Criteria:
--------	-----------

 Start Offense
 End Offense
 Officer

 01000
 99009
 ALL

 AUGUST 2022
 TOTAL 2022
 TOTAL 2021
 TOTAL 2020

 08/01/2022-08/31/2022
 01/01/2022-08/31/2022
 01/01/2021-12/31/2021
 01/01/2020-12/31/2020

Offense	Description	AUGUST 2022	TOTAL 2022	TOTAL 2021	TOTAL 2020	
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	1	1	0	
11002	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0	2	
11007	SEXUAL CONTACT FORCIBLE CSC2	0	1	0	0	
11008	SEXUAL CONTACT FORCIBLE CSC4	0	1	1	1	
13001	NONAGGRAVATED ASSAULT	0	14	19	27	
13002	AGGRAVATED/FELONIOUS ASSAULT	0	- 31	4	2	
13003	INTIMIDATION/STALKING	0	1	2	3	
20000	ARSON	0	0	0	1	
22001	BURGLARY - FORCED ENTRY	0	1	1	1	
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	1	2	
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	1	0	2	
23002	LARCENY - PURSE SNATCHING	0	0	2	0	
23003	LARCENY - THEFT FROM BUILDING	0	1	2	7	
23005	LARCENY - THEFT FROM MOTOR VEHICLE	1	3	9	3	
23007	LARCENY - OTHER	0	6	8	11	
24001	MOTOR VEHICLE THEFT	0	1	1	0	
25000	FORGERY/COUNTERFEITING	0	1	1	0	
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	0	i	
26002	FRAUD - CREDIT CARD/ATM	0	0	1		
26003	FRAUD - IMPERSONATION	0	0	1	0	
26005	FRAUD - WIRE	0	. 0	1	0	
26006	FRAUD - BAD CHECKS	0	1	1	0	
26007	FRAUD - IDENTITY THEFT	0	3	 0	0	
27000	EMBEZZLEMENT	0	ĭ	0	0	
28000	STOLEN PROPERTY	0	1	0	0	
29000	DAMAGE TO PROPERTY	ů o	7	15	15	
30002	RETAIL FRAUD - THEFT	0		0		
35001	VIOLATION OF CONTROLLED SUBSTANCE	0	8	4	3 2	
36004	SEX OFFENSE - OTHER	0	0	3	0	
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0			
38003	FAMILY - OTHER	0	0	2	0	
41002	LIQUOR VIOLATIONS - OTHER	0	0	1	0	
42000	DRUNKENNESS	0			0	
48000	OBSTRUCTING POLICE		0	1	0	
49000	ESCAPE/FLIGHT	0	1	5	3	
50000	OBSTRUCTING JUSTICE		1	0	0	
52001	WEAPONS OFFENSE - CONCEALED	0	28	29	29	
52003	WEAPONS OFFENSE - OTHER	0		0		
53001	DISORDERLY CONDUCT	0	0	2	1	
54001	HIT & RUN MOTOR VEHICLE ACCIDENT		0	1	4	
54002	OUIL OR OUID	0	_0	0	6	
54003	DRIVING LAW VIOLATIONS	0	10	4	6	
57001	TRESPASS	0	30	10	25	
70000	JUVENILE RUNAWAY	0	7	21	18	
70000	Incorrigible	0	2	0	4	
		0	1.	0	1	
70004	Juvenile Issues		0	3	0	

West Branch Police Dept. - (989) 345-2627

Offense Count Report

Page:

07:54 AM

09/09/2022

2

 Start Offense
 End Offense
 Officer

 01000
 99009
 ALL

 AUGUST 2022
 TOTAL 2022
 TOTAL 2021
 TOTAL 2020

 08/01/2022-08/31/2022
 01/01/2022-08/31/2022
 01/01/2021-12/31/2021
 01/01/2020-12/31/2020

Offense	Description	AUGUST 2022	TOTAL 2022	TOTAL 2021	TOTAL 2020	
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	1	4	15	
75000	SOLICITATION	0	1	0	0	
90001	Vehicle Lockouts	4	44	88	103	
90002	Motorist Assists	0	6	15	13	
90003	Assist E.M.S.	7	67	120	105	
90005	City Ordinance Violations	0	6	29	41	
90007	Parking Complaints	0	0	4	1	
90008	ANIMAL COMPLAINTS	2	9	13	5	
91001	Delinquent Minors	0	3	15	3	
91002	Runaway	0	1	2	0	
91003	K-9 Assists	0	11	7	0	
91004	Abandoned Vehicle	0	0	2	3	
92003	Walk Away (Ment. & Host.)	0	3	5	4	
92004	Insanity	2	13	30	34	
92005	MIP Civil	0	1	0	0	
93001	PROPERTY DAMAGE ACCIDENT/PI	2	28	51	43	
93002	Accident, Non-Traffic	5	15	32	18	
93003	Civil Traffic Violations	i i	1	0	0	
93004	Parking Violations	0	1	1	1	
93006	Traffic Policing	1	5	21	9	
93007	Traffic Safety Public Relations	71	9	35	13	
93008	Inspections/Investigations -Breathalyzer	0	ō	1	4	
94001	Valid Alarm Activations	0	0	3	3	
94002	False Alarm Activations	6	49	63	51	
95001	Accident, Fire	0	1		1	
95003	Inspection, Fire	0	i	3	0	
95004	Hazardous Condition	0	1	6	2	
97001	Accident, Traffic	0	1	0	0	
97003	Accident, Other Shooting	1	ì	0	1	
97006	Accident, All Other	0	0	2	2	
98002	Inspections/Investigations -Motor Vehicles	0	0	0	1	
98003	Inspections/Investigations -Property	0	1	7	8	
98004	Inspections/Investigations -Other	0	11	7	5	
98006	Civil Matters/Family Disputes	2	31	88	81	
98007	Suspicious Situations/Subjects	9	66	178	191	
98008	Lost/Found Property	1	9	13	10	
98009	Inspections/Investigations -Drug Overdose	0	1	3	2	
99001	Suicide	0	0	0	1	
99002	Natural Death	0	4	5	6	
99004	Natural Disaster	0	0	0		
99007	PR Activities	1	8	4	22	
99008	General Assistance	37	227	283	206	
99009	General Non-Criminal	2	26	35		
	Totale	97	700	33	56	

Totals:

87

798

1334

1247

CODE ENFORCEMENT 2022:				
Address	Date	Offense	Action Taken / Comments	Officer
543 Progress Street	5/3/2022	Blight- Trash Complaint	Photos taken/ Volcemail left for construction foreman	ď
	5/5/2022	Blight- Trash Complaint	Recheck/ Trash cleaned up/ closed	Ąſ
134 S 2nd Street	5/5/2022	Blight- Trash & Unregistered Trailer	Photos taken/ Notice sent	¥.
	5/17/2022		Photos taken/ Notice sent	4
	5/24/2022	Blight- Trash & Unregistered Trailer	No change on blight/ No answer at the door	¥.
	5/24/2022	Blight- Lawn Violation	Lawn not cut/ Contractor contacted to cut lawn	Υſ
	5/24/2022		Contractor cut the lawn/ closed	V.
	5/31/2022		No change on blight/ Citation Issued #903439	Υſ
	6/14/2022	Blight- Trash & Unregistered Trailer	No change on blight/ Updated photos/ Will cite when owner back in State	Αſ
	6/14/2022	Blight- Lawn Violation	Lawn not cut/Photos taken/ Contractor contacted to cut lawn	AL
	6/15/2022	Blight- Lawn Violation	Contractor cut the lawn/ closed	4
	7/22/2022	Blight- Trash & Unregistered Trailer	Trailer removed/ Other blight remains	4
	7/28/2022	Blight- Lawn Violation	Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn	¥.
	7/28/2022	Blight- Lawn Violation	Contractor cut the lawn/ closed	4
511 Victory Street	5/10/2022	Blight- Unregistered/ Junk Vehicles	Updated photos/ One vehicle removed/ Will recheck	¥
	5/18/2022	Blight- Unregistered/ Junk Vehicles	Tx with owner- last vehicle to be removed in a week	AL.
	5/24/2022	Blight- Unregistered/ Junk Vehicles	Last Junk vehicle removed/ closed	¥
Vacant Lot/ Fairview Road	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	4
Parcel number 052-304-007-00	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	4
376 State Street	5/17/2022	Blight-Lawn Violation	Photos taken/ Notice sent	4
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	Y Y
372 State Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	ď
	5/24/2020	Blight- Lawn Violation	Lawn cut/ closed	4
284 N Burgess Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	N N
a company of the comp	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	A.
	-		The state of the s	
Sal State Street	5/24/2022	Blight- Lawn Violation	Prioros takent, vernal notice given Lawn cut/ closed	AL AL
215 State Street	5/17/2022	Right- awn Violation	Photos taken / Verha notice given	4
בין אופוב און בפו	7707/17/0		יווארא ימעריול ברותם וואינים פובניו	4
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	4
250 N 2nd Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	4
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	4
129 Lindsay Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	¥
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	Y.
424 W Wright Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Notice sent	4
				5

ACO Morrison Stroot	5/17/2022	Blight- Lawn Violation	Dhotos taken/ Notice cant	VI.
TABLE OF THE STATE	2/11/2022	Discht Law Molation	FILOLOS (GAELL)	¥ :
	2/ 74/ 2077	Blight- Lawn Violation	Lawn cuty closed	¥.
403 S 6th Street	5/17/2022	Blight- Lawn Violation	Photos taken/ Verbal notice given	Ϋ́
	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	4
	7 (47 (2002)		Nicolate Carlot	
SAC COURT Street	5/24/2022	Blight- Lawn Violation	Lawn cut/ closed	4 4
		A THE PARTY OF THE		
152 Alto Court	5/18/2022	Blight- Lawn Violation	Photos taken/ Notice sent	٩٢
	5/24/2022	Blight- Lawn Violation	Lawn cut/ Closed	AL
243 N Burgess Street	5/18/2022	Blight- Trash Compliant	2 previous City citations unpaid- District Court warning letter sent via mail	4
	5/24/2022	Blight- Trash Compliant	Changed noted/ Unreg, Camper removed/ will re-check	4
	5/24/2022	Blight- Lawn Violation	Photos taken/ Notice sent	A.
	2/22/2027	Blight- Trash Compliant	No response to warning letter- 2 State citations Issued #27320 & 27321	AL
	6/1/2022	Blight- Lawn Violation	Front yard cut, back not cut/ owner states will be done/ Recheck 6/3/2022	ď
	6/6/2022	Blight- Lawn Violation	No change on the back yard/ Photo taken/ Contractor contacted to cut	K
	6/8/2022	Blight- Lawn Violation	Contractor cut the lawn/ Lawn violation Closed	Ą
141 Alto Court	5/24/2022	Blight - Jawn Violation	Dhytne takan Notice cent	
1000 COURTE	2707/12/2	Digital County Modern	THOUSE CANCILL ANGLES SELLE	ξ :
	5/31/2022	Blight-Lawn Violation	Lawn cut/ closed	4
105 N Burgess Street	5/24/2022	Blight- Lawn Violation	Verbal notice given	4
	5/31/2022	Blight- Lawn Violation	Lawn cut/ Closed	Ā
243 M. Dermone Chance	5/2//2022	Oliver Lather	Dhakan balan Albaka saat	
דר אם משפח פרו שני	2202 (12 /0	Congress of the Congress of th	בווסוסט ומעבול ואסוורב אבווו	¥ :
	2/31/2027	Bilgnt- Lawn Violation	Lawn Cut/ Lioseo	Y
270 N Burgess Street	5/24/2022	Blight- Lawn Violation	Photos taken/ Verbal notice given	Ą
	5/31/2022	Blight- Lawn Violation	Lawn Cut/ Closed	¥
		The state of the s		
279 N Burgess Street	5/24/2022	Blight- Lawn Violation	Photos taken/ Notice sent	۷ſ
	6/6/2022	Blight- Lawn Violation	Lawn cut/ Closed	4
201 N 8th Street	5/31/2022	Blight- Lawn Violation	Photos taken/ Notice sent	4
	6/6/2022	Blight- Lawn Violation	Lawn cut/ Closed	4
323 N 3rd Street	5/31/2022	Blight- Lawn Violation	Photos taken/ Notice sent	ΔI
	6/10/2022	Blight- Lawn Violation	Lawn cut/ Closed	{ ⊴
	7707 for fo		משפחי להים ושפים	S
321 Sideny Street	5/31/2022	Blight- Lawn Violation	Photos taken/ Verbal notice given	4
	6/6/2022	Blight- Lawn Violation	Lawn cut/ Closed	Y.
317 S Burgess Street	5/31/2022	Blight- Lawn Viclation	Photos taken/ Notice sent	4
	6/6/2022	Blight-Lawn Violation	Lawn cut/ Closed	Υſ
S 1st Street vacant lot	5/31/2022	Blight- Lawn Violation	Photos taken/ Notice sent	ΔI
Parcel ID No. # 052-126-003-00	6/10/2022	Blight- Lawn Violation	Lawn not cut/ Contractor contacted to cut	A
	6/10/2022	Blight- Lawn Violation	Contractor cut the lawn/ Closed	§ 4
	CCDC/9C/T	Blight - I swn Violation	The state of the s	

Blight- Lawn Violation	Photos taken/ Notice sent Lawn not cut/ Photo taken/ Contactor contacted to cut lawn on 6/7/2022 Contractor cut the lawn/ Closed Photos taken/ Notice sent Lawn cut/ Closed Photos taken/ Notice sent Lawn cut/ Closed Photos taken/ Notice sent Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022 No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush out early and in the roadway/ Closed
S/31/2022 Bilght- Lawn Violation	Photos taken/ Notice sent Lawn not cut/ Photo taken/ Contactor contacted to cut lawn on 6/7/2022 Contractor cut the lawn/ Closed Photos taken/ Notice sent Lawn cut/ Closed Photos taken/ Verbal Notice Lawn cut/ Closed Photos taken/ Notice sent Lawn cut/ Closed Photos taken/ Notice sent Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022 No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush out early and in the roadway/ Closed
6/6/2022 Blight- Lawn Violation	Lawn not cut/ Photo taken/ Contactor contacted to cut lawn on 6/7/2022 Contractor cut the lawn/ Closed Photos taken/ Notice sent Lawn cut/ Closed Photos taken/ Notice sent Lawn cut/ Closed Photos taken/ Notice sent Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022 No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush out early and in the roadway/ Closed
Set	Contractor cut the lawn/ Closed Photos taken/ Notice sent Lawn cut/ Closed Photo taken/ Verbal Notice Lawn cut/ Closed Lawn cut/ Closed Photos taken/ Notice sent Lawn cut/ Closed Photos taken/ Notice sent Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022 No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush out early and in the roadway/ Closed
Ave 6/1/2022 Blight- Lawn Violation 6/6/2022 Blight- Lawn Violation 6/1/2022 Blight- Lawn	Photos taken/ Notice sent Lawn cut/ Closed Photo taken/ Verbal Notice Lawn cut/ Closed Photos taken/ Notice sent Lawn cut/ Closed Photos taken/ Notice sent Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022 No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Photos taken/ Notice sent Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush out early and in the roadway/ Closed
6/6/2022 Blight- Lawn Violation	Lawn cut/ Closed Photo taken/ Verbal Notice
Ave 6/1/2022 Blight- Lawn Violation 6/6/2022 Blight- Lawn Violation 6/1/2022 Blight- Lawn Violation 6/10/2022 Blight- Lawn Violation 6/10/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 8/25/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 1/12/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 1/122/2022 Blight- Lawn Violation 1/122/2022 Blight- Lawn Violation	Photo taken/ Verbal Notice Lawn cut/ Closed Photos taken/ Notice sent Lawn cut/ Closed Photos taken/ Notice sent Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022 No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Notice sent Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush out early and in the roadway/ Closed
Silight Lawn Violation 6/4/2022 Bilght Lawn Violation 6/1/2022 Bilght Lawn Violation 6/10/2022 Bilght Lawn Violation 6/10/2022 Bilght Lawn Violation 6/14/2022 Bilght Lawn Violation 6/14/2022 Bilght Lawn Violation 8/25/2022 Bilght Lawn Violation 8/25/2022 Bilght Lawn Violation 8/25/2022 Bilght Lawn Violation 6/14/2022 Bilght Brush Violation 6/14/2022 Bilght Lawn Violation 6/14/2022 6/14/2022 Bilght Lawn Violation 6/14/2022 6/14/2022 6/14/2022 6/14/2022 6/14/2022 6/14	Photo taken/ Verbal Notice Lawn cut/ Glosed Photos taken/ Notice sent Lawn cut/ Closed Photos taken/ Notice sent Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022 No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Notice sent Lawn cut/ Glosed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush contractor from the roadway/ Closed
6/4/2022 Blight- Lawn Violation 6/1/2022 Blight- Lawn Violation 6/10/2022 Blight- Lawn Violation 6/10/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 8/25/2022 Blight- Lawn Violation 8/26/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 6/10/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation	Lawn cut/ Glosed Photos taken/ Notice sent Lawn cut/ Closed Photos taken/ Notice sent Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022 No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Gosed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Gosed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Gosed Lawn not cut/ Photos taken/ Notice sent Lawn cut/ Glosed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush removed from the roadway/ Gosed
6/12/2022 Blight- Lawn Violation 6/10/2022 Blight- Lawn Violation 6/10/2022 Blight- Lawn Violation 6/110/2022 Blight- Lawn Violation 6/114/2022 Blight- Lawn Violation 6/114/2022 Blight- Lawn Violation 8/25/2022 Blight- Lawn Violation 8/26/2022 Blight- Lawn Violation 6/114/2022 Blight- Lawn Violation 6/116/2022 Blight- Lawn Violation 6/11/2022 Blight- Lawn Violation 1/12/2022 Blight- Lawn Violation 6/11/2022 Blight- Lawn Violation 6/11/2022 Blight- Lawn Violation	Photos taken/ Notice sent Lawn cut/ Closed Photos taken/ Notice sent Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022 No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Photos taken/ Notice sent Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush removed from the roadway/ Closed
6/10/2022 Blight- Lawn Violation 6/12/2022 Blight- Lawn Violation 6/10/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 8/14/2022 Blight- Lawn Violation 8/25/2022 Blight- Lawn Violation 8/25/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Brush Violation 6/14/2022 Blight- Brush Violation 6/14/2022 Blight- Lawn Violation	Photos taken/ Notice sent Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022 No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Photos taken/ Notice sent Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush removed from the roadway/ Closed
6/2/2022 Blight- Lawn Violation 6/10/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 8/25/2022 Blight- Lawn Violation 8/25/2022 Blight- Lawn Violation 6/2/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation	Photos taken/ Notice sent Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022 No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Contractor cut the lawn/ Closed Photos taken/ Notice sent Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush removed from the roadway/ Closed
6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 8/25/2022 Blight- Lawn Violation 8/25/2022 Blight- Lawn Violation 6/12/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Brush Violation 6/14/2022 Blight- Brush Violation 6/14/2022 Blight- Lawn Violation	Front yard cut, back/ side yard not cut/ Will recheck 6/14/2022 No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Photos taken/ Notice sent Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush removed from the roadway/ Closed
6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 8/25/2022 Blight- Lawn Violation 8/25/2022 Blight- Lawn Violation 6/12/2022 Blight- Lawn Violation 6/14/2022 Blight- Brush Violation 6/14/2022 Blight- Brush Violation 6/14/2022 Blight- Brush Violation 6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 7/12/2022 Blight- Lawn Violation 7/12/2022 Blight- Lawn Violation 7/13/2022 Blight- Lawn Violation 8/13/2022 Blight- Lawn Violation	No change/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Photos taken/ Notice sent Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush removed from the roadway/ Closed
6/14/2022 Blight- Lawn Violation 8/25/2022 Blight- Lawn Violation 8/26/2022 Blight- Lawn Violation 6/2/2022 Blight- Lawn Violation 6/10/2022 Blight- Lawn Violation 6/14/2022 Blight- Brush Violation 6/21/2022 Blight- Brush Violation 6/21/2022 Blight- Lawn Violation 6/21/2022 Blight- Lawn Violation 7/12/2022 Blight- Lawn Violation 7/12/2022 Blight- Lawn Violation 7/12/2022 Blight- Lawn Violation	Contractor cut the lawn/ Closed Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Closed Photos taken/ Notice sent Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush removed from the roadway/ Closed
8/25/2022 Blight- Lawn Violation 8/26/2022 Blight- Lawn Violation 6/2/2022 Blight- Lawn Violation 6/10/2022 Blight- Lawn Violation 6/14/2022 Blight- Brush Violation 6/21/2022 Blight- Lawn Violation 6/21/2022 Blight- Lawn Violation 6/21/2022 Blight- Lawn Violation 7/12/2022 Blight- Lawn Violation 7/12/2022 Blight- Lawn Violation 81 7/13/2022 81 Blight- Lawn Violation	Lawn not cut/ Photos taken/ Contractor contacted to cut the lawn Contractor cut the lawn/ Gosed Photos taken/ Notice sent Lawn cut/ Glosed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush removed from the roadway/ Gosed
8/26/2022 Blight- Lawn Violation 6/2/2022 Blight- Lawn Violation 6/10/2022 Blight- Lawn Violation 6/14/2022 Blight- Brush Violation 6/14/2022 Blight- Brush Violation 6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 7/12/2022 Blight- Lawn Violation 8/12/2022 Blight- Lawn Violation 1/12/2022 Blight- Lawn Violation	Contractor cut the lawn/ Closed Photos taken/ Notice sent Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush removed from the roadway/ Closed
6/2/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Brush Violation 6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation Avenue 7/12/2022 1/12/2022 Blight- Lawn Violation 1/12/2022 Blight- Lawn Violation 6t 7/13/2022 6t Blight- Lawn Violation	Photos taken/ Notice sent Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush removed from the roadway/ Closed
6/10/2022 Blight- Brush Violation 6/14/2022 Blight- Brush Violation 6/14/2022 Blight- Brush Violation 6/14/2022 Blight- Lawn Violation 6/11/2022 Blight- Lawn Violation Avenue 7/12/2022 7/12/2022 Blight- Lawn Violation 8/13/2022 Blight- Lawn Violation 1/13/2022 Blight- Lawn Violation	Lawn cut/ Closed Brush out early and in the roadway/ Notice Posted/ Will recheck Brush removed from the roadway/ Closed
6/14/2022 Blight- Brush Violation 6/21/2022 Blight- Brush Violation 6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation Avenue 7/12/2022 Blight- Lawn Violation 7/12/2022 Blight- Lawn Violation 8/13/2022 Blight- Lawn Violation 1/13/2022 Blight- Lawn Violation	Brush out early and in the roadway/ Notice Posted/ Will recheck Brush removed from the roadway/ Closed
State	Brush removed from the roadway/ Notice Posted, will recheck
6/21/2022 Blight- Brush Violation 6/14/2022 Blight- Lawn Violation 6/14/2022 Blight- Lawn Violation 7/12/2022 Blight- Lawn Violation 7/12/2022 Blight- Lawn Violation 7/13/2022 Blight- Lawn Violation 68 7/13/2022 Blight- Lawn Violation 64 7/13/2022 6/13/13/13/13/13/13/13/13/13/13/13/13/13/	Brush removed from the roadway/ Closed
6/14/2022 Blight- Lawn Violation 6/21/2022 Blight- Lawn Violation Avenue 7/12/2022 Blight- Lawn Violation 7/22/2022 Blight- Lawn Violation et 7/13/2022 Blight- Lawn Violation	
Avenue 7/12/2022 Blight- Lawn Violation 81/21/2022 Blight- Lawn Violation 1/22/2022 Blight- Lawn Violation 6t 7/13/2022 Blight- Lawn Violation	Photos taken/ Verbal notice given
7/12/2022 Blight- Lawn Violation 7/22/2022 Blight- Lawn Violation 7/13/2022 Blight- Lawn Violation	Lawn cut/ Closed
7/22/2022 Blight- Lawn Violation 7/13/2022 Blight- Lawn Violation 7/13/2022 Blight- Lawn Violation	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
7/22/2022 Blight- Lawn Violation 7/13/2022 Blight- Lawn Violation	Protos taken/ Notice Sent
7/13/2022 Blight- Lawn Violation	Lawn cut/ Closed
	Photos taken/ Notice Sent
	Lawn cut/ Complaint of weeds on the side of the house/ Advised owner
7/29/2022 Blight-Lawn Violation W	Weeds on the side of the house cut/ Closed
Blight- Unsafe building	Still in legal process/ Switch from Estate
8/25/2022 Blight- Unsafe building	Legal paperwork complete/ Start quick claim next week
320 State Street 8/5/2022 Blight- Trash complaint De	Demolished building/ Photos taken/ Notice sent with CAP
8/25/2022 Blight- Trash complaint	Tx with owner- will have CAP completed Monday
Blight- Trash complaint	Received CAP/ Demo permit in place till 10/8/2022
577 CVallay Street 8/75/2022 Blight- Uncafe Building	Emailed for an update on the project / Walting for hids from local contractors
Guara andre andre for to	ביותות ביו ביות לאחת בי ביות לה לה לה ביות ביות ביות ביות ביות ביות ביות ביות
161	9/2/202
Lieutenant Joseph Adams: Date:	1/ 6/006

REGULAR MEETING OF THE WEST BRANCH PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET, ON TUESDAY, JULY 12, 2022.

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

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

Absent: Josh Erickson, Kara Fachting, and Rusty Showalter

Others officers in attendance: City Manager, John Dantzer

All stood for the Pledge of Allegiance.

MOTION BY DAVID, SECOND BY LUCYNSKI, TO APPROVE THE MINUTES FROM THE MEETING HELD MAY 10, 2022.

Yes — David, DeRoso, Lucynski, Jackson

No - None

Absent - Erickson, Fachting, Showalter

Motion carried

As an addition to the agenda, the Board discussed as sign variance for 2206 M-76. The sign variance for Dunham's was needed due to the height and size of the monument sign. City Manager Dantzer noted the monument sign had all of the businesses in the plaza that it was serving and the sign would be in the exact same location and size as the Family Fare sign that it was replacing.

The Board discussed areas in the City that could be rezoned for larger commercial/industrial opportunities.

MOTION BY LUCYNSKI, SECOND BY JACKSON, TO APPROVE THE SIGN VARIANCE FOR DUNHAM'S SPORTING GOODS AT 2206 S M-76 TO ALLOW THE MONUMENT SIGN TO BE THE SAME SIZE AND HEIGHT AS THE SIGN IT WAS REPLACING.

Yes — David, DeRoso, Lucynski, Jackson

No - None

Absent - Erickson, Fachting, Showalter

Motion carried

MOTION BY JACKSON, SECOND BY DEROSO, TO EXCUSE MEMBERS FACHTING AND SHOWALTER FROM THE MEETING DUE TO ILLNESS.

Yes — David, DeRoso, Lucynski, Jackson

No - None

Absent – Erickson, Fachting, Showalter	Motion carried
************	* * *

Member David brought up concerns on the recycling center and noted the State Rd project looks good Member Lucynski noted Cuzins Cycle was expanding.

Meeting was adjourned at 6:32 pm



GRETCHEN WHITMER

PAUL AJEGBA DIRECTOR

August 17, 2022

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

Dear John Dantzer:

The annual mileage certification for Act 51, Public Acts of 1951, as amended, for the certification period of July 1, 2021, to June 30, 2022, has been completed. No changes were requested during this time. Your certified mileage as of July 1, 2022 (for the calendar year of 2021) are as follows:

Major: 6.1 Local: 8.66

If you have any questions or need further assistance, please feel free to contact me at 517-256-9372 or by e-mail at boltk1@michigan.gov.

Sincerely,

Levy Bolt

Kelly Bolt

Act 51 Certification Specialist Data Oversight & Geospatial Mgmt. Section Data Inventory & Integration Division Bureau of Transportation Planning

517-256-9372

cc: Wendi Burton

WORK SESSION MEETING NOTICE

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

The City of West Branch, 121 N. Fourth St. West Branch, MI 48661; phone: (989) 345-0500; email: cityhall@westbranch.com

Internet where meeting notices are posted: www.westbranch.com (click on "CALENDAR OF EVENTS AND NOTICE OF MEETINGS" or go directly to http://www.westbranch.com/calendar.php)

NOTICE IS HEREBY GIVEN, that the City Council of West Branch will hold a work session on the following date, time and place: The session will take place after the conclusion of the regular meeting scheduled at 6:00 pm but not earlier than 7:00 pm.

DATE: Monday, September 19, 2022

TIME: 7:00 p.m.

PLACE: West Branch DPW garage

403 S. First St.

West Branch MI 48661

AGENDA: The purpose of the work session is to review the training of K-9 Officer

Kony and handler, Officer Brandon Bicoll.

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.

CITY OF WEST BRANCH CITY COUNCIL MEETING SEPTEMBER 19, 2022

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

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

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

Zoom Instructions for Participants

To join the conference by phone:

- 1. On your phone, dial the teleconferencing number provided below.
- Enter the Meeting ID number (also provided below) when prompted using your touchtone (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.
- Details, phone numbers, and links to videoconference or conference call is provided below. The
 details include a link to "Join via computer" as well as phone numbers for a conference call option.
 It will also include the 9-digit Meeting ID.

To join the videoconference:

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

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

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

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

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

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



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

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

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

Meeting Information:

Topic: City of West Branch Council Zoom Meeting

Time: Sep 19, 2022 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/85629697839?pwd=aUM3bDNpVXJFSEpkZUZOSUJjOFBsUT09

Meeting ID: 856 2969 7839

Passcode: 714522 One tap mobile

+13092053325,,85629697839#,,,,*714522# US

+13126266799,,85629697839#,,,,*714522# US (Chicago)

Dial by your location

- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 386 347 5053 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 719 359 4580 US

Meeting ID: 856 2969 7839

Passcode: 714522

Find your local number: https://us02web.zoom.us/u/kbgutZDgu9