

-- AGENDA --

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD IN THE COUNCIL CHAMBERS AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, JANUARY 6, 2020, BEGINNING AT 7:00 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, unless you have signed in and requested additional speaking time, and that the request is then approved by either the Mayor or a majority vote of Council. All in attendance are asked to please remove hats and/or sunglasses during meetings and 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 John Dantzer 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. Public Hearing
- V. Additions to the agenda
- VI. Public Comment on Agenda Items Only (limited to 3 minutes)
- VII. Scheduled Matters from the Floor
 - A. Commissioner Bruce Reetz – County update
 - B. Katrina Kendall Thompson - Walk for Warmth special event permit
- VIII. Bids
 - A. CDBG Infrastructure and Resiliency Grant Services and sole source vendor request
 - B. Computers and sole source vendor request
- IX. Unfinished Business
- X. New Business
 - A. Bills
 - B. Approval of Mayor Pro Tem
 - C. Scheduling of joint meeting with Planning Commission and DDA.

- D. Resolution 20-02 – Name street administrator
- E. Approval of updated wastewater treatment plant agreement.
- F. Naming of authorized banks
- G. Naming of authorized signers and depositors.
- XI. Approval of the minutes and summary from the meeting held December 16, 2019
- XII. Consent Agenda
 - A. Treasurers report and investment summary
 - B. Minutes from the Airport Board meeting held November 20, 2019
 - C. Minutes from the Wastewater Treatment Plant Authority meeting held September 17, 2019
 - D. Minutes from the DDA meeting held November 25, 2019
 - C. December Code Enforcement Report
- XIII. Communications
 - A. Community airport year in review flyer
- XIV. Reports and/or comments
 - A. Mayor
 - B. Council
 - C. Manager
- XV. Public comment any topic
- XVI. Adjournment

UPCOMING MEETINGS-EVENTS

January 14, Planning Commission 6:00 pm
January 20, City Council 6:00 pm
January 28 DDA 12:00 pm
February 3, Joint Council/Planning/DDA 6:00

Call to Order

Roll Call

**Pledge of
Allegiance**

Public Hearings

Additions to the Agenda

Public Comment -Agenda Items

Scheduled Matters from the Floor



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: Walk For Warmth

Event Date: February 15th Start Time: 9AM End Time: 11AM

Name of Sponsoring Organization: NEMCSA

Address: 2375 Gordon Rd Alpena MI 49707

Contact Person: Katrina Kendall-Thompson Phone Number: 989-358-4717


Describe the purpose of this event: To raise money to assist with
past due / shut off heat & utility bills.

Point of Assembly: Irons Park

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:**

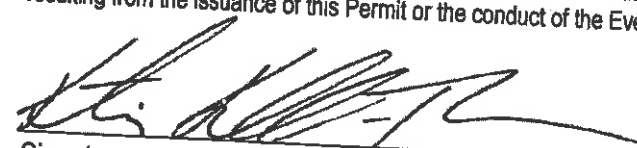
West Branch City Police - services NOT needed ☒ arrangements have been made ☐


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.


Signature

Initials of Applicant

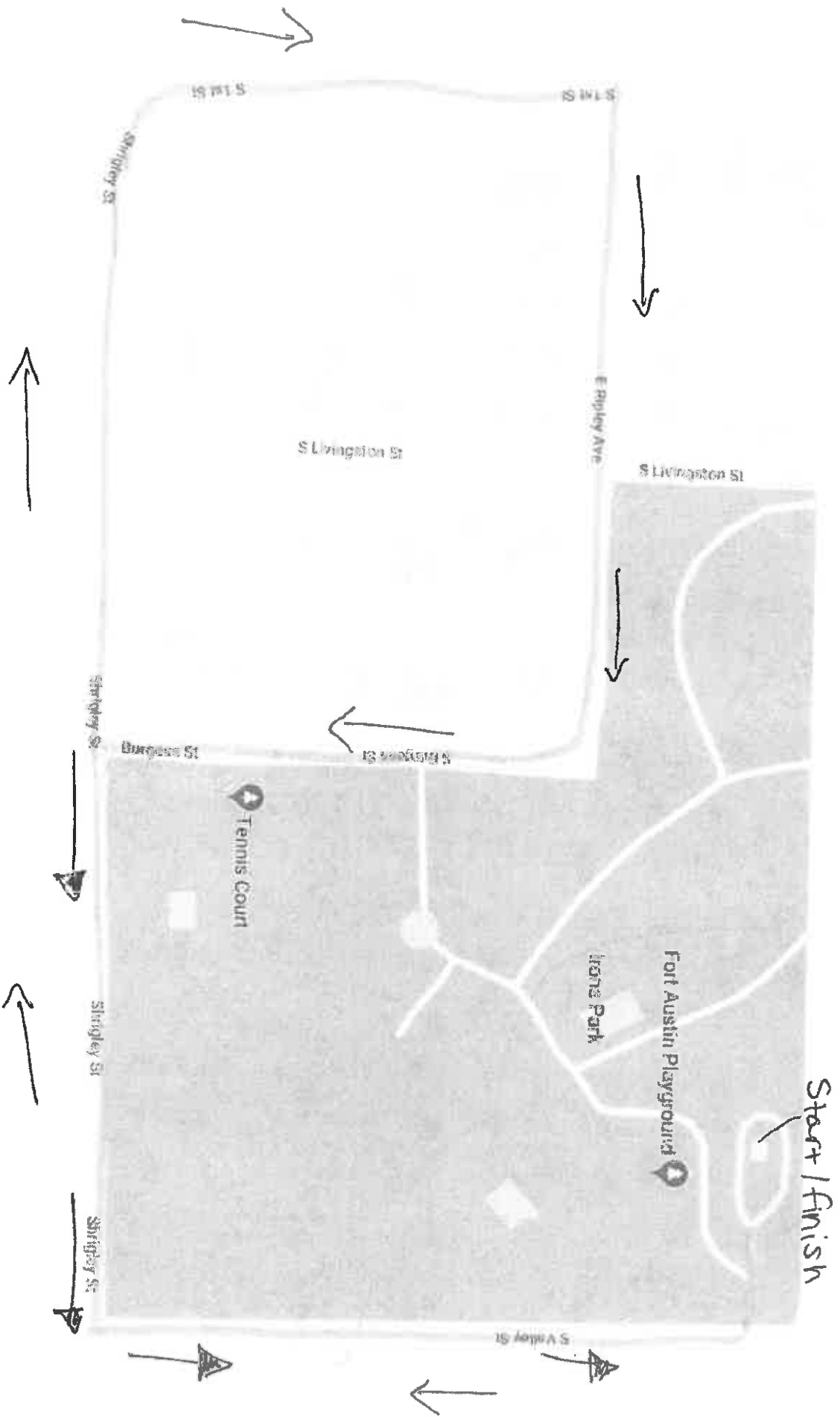
12.16.19
Date

For Office Use Only:

Permit Approved – Yes / No

Approved / Closed Signature

1 mile walk



Bids

December 20, 2019

Mr. Frank Goodroe, City Manager
City of West Branch
121 N. 4th Street
West Branch, MI 48661

Re: Proposal for Professional Services: CDBG Infrastructure and Resiliency Grant Application Assistance Services

Dear Frank:

This proposal is a follow up to the two previous meetings we have had with you and your staff regarding a water system improvement project that is vital to the City of West Branch. We have reviewed the grant requirements and the proposed project elements with you and it appears that this project would have a good likelihood of receiving funding through this program. A very preliminary cost estimate for this project is \$1.9 million. The funding range is up to \$1.7 million in grant with a required minimum 10% local match.

This proposal is for schematic design and funding application assistance only. A design and construction proposal will be submitted at a future date if the funding application is successful. Please note that we have most recently assisted the Cities of Gaylord and East Jordan in receiving significant grant funds through a very similar CDBG program in 2018.

PROJECT UNDERSTANDING

The City of West Branch is currently reliant upon two groundwater wells located west of S. Court Street for its drinking water supply. Over the past several years the arsenic concentration levels in these wells has been increasing, and one well is on the verge of exceedance of the EGLE drinking water standards. The City would like to construct a treatment system to remove arsenic concentrations to below the EGLE standards, as well as to construct a third water well in the same well field that would essentially double the City's firm pumping capacity.

The anticipated project elements would include:

- Construction of a new municipal water well and pump
- Site piping
- Revisions to the piping in the existing well house building to accommodate a third well
- Construction of a building addition or new building to house the treatment system
- Construction of an arsenic treatment system consisting of one or two pressure filters
- Possible connection to the Ogemaw Township water system for emergency use

SCOPE

C2AE proposes to provide grant application assistance for the CDBG Infrastructure Resiliency grant as follows:

1. Further project definition and refinement for approval by the City based on the grant requirements.
2. Schematic Design: Preparation of schematic design drawings sufficient to fulfill the grant application requirements of provided sufficient project information to demonstrate viability and to use as a basis for detailed cost opinions.
3. Cost Opinions: Provide detailed preliminary cost opinions for submittal with the grant application. Assist with the overall project budget development.
4. Grant Application: Assist the City in completing the grant application document. Assist with the project description and narrative writing (project need, maintenance plan, resiliency documentation if applicable).

City Requirements: The following items are tasks that will need to be completed by the City during the application process.

1. Demonstration of the commitment of a 10% project match.
2. Notice and conductance of the required public hearing.
3. Development and adoption of the required 6 year Capital Improvement Plan.
4. Assistance with all grant application documentation as appropriate.

C2AE does not guarantee that the funding application will be successful.

SCHEDULE

The Grant Application submittal must be completed no later than February 14, 2020 at 5 pm. C2AE will work with the City to meet that deadline. It is therefore critical that the City provide approval of this proposal no later than January 6, 2020.

FEE

Design and Bidding Phase Services

C2AE proposes to provide grant application assistance services for this project on a time and material basis, as follows:

Application Assistance

\$10,600 Time and Material, Not to Exceed

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one (1) copy to our office.



Please let us know if you or the City Council have any questions or comments. Thank you once again for the opportunity to be of service. We truly value the excellent working relationship we have maintained with the City of West Branch and we look forward to helping you continue to build on the success of your past infrastructure projects.

Sincerely,
C2AE

A handwritten signature in cursive script that reads 'Larry Fox'.

Larry M. Fox, P.E.
Project Manager

Accepted by:

City of West Branch

Date

LMF/JII

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the City of West Branch, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.
- F. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.
- G. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER via execution of this Agreement. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- H. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's

sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.

- I. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- J. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- K. Abandonment of Work: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- L. Errors and Omissions Insurance: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed \$10,600.
- M. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the A|E CONSULTANT in the performance of professional services under this Agreement, to the extent that the A|E CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the A|E CONSULTANT and the OWNER. The A|E CONSULTANT shall not be obligated to indemnify the OWNER for the OWNER's own negligence.
- N. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- O. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.

CDBG Infrastructure & Resiliency Application – noteworthy items:

1. Grant request is between **\$500,000 and \$1,700,000** with up to an additional \$300,000 related to Resiliency/Green Infrastructure
2. *Eligible* projects include replacement and/or improvement to water and sewer lines and related facilities and Engineering costs related to the above activities
3. *Ineligible* – extending or upsizing existing utilities for future growth
4. City Committed Cash match must equal at least 10% of Total Project Cost
5. City must have a locally approved 6 years of improvements; proposed project must be specifically identified within the 6 year CIP
6. At least 51% low/moderate income
7. Preliminary project plans & specifications required for application
8. MEDC Certified Grant Administrator required
9. Timeline per current Application:
 - a. **Applications Due – February 14, 2020 at 5pm**
 - b. Offer letters sent – March 20, 2020
 - c. Authorization to Incur Costs – June 23, 2020
 - d. Advertise for Construction Bids – June 23, 2020
 - e. Construction Start – September 2020
 - f. **Construction Complete – December 31, 2021**

Per 12/19 Conference call, these internal dates are flexible and negotiable. The Required dates are February 14, 2020 and December 31, 2021

12/19/2019

MEDC CDBG Infrastructure & Resiliency Application conference call notes:

- Over the next 3 years (2019, 2020 and 2021) – this grant program is expected to be available. This year they have \$10 million total. The next two years should be at least \$10 million each.
- It is unlikely that a community will be eligible to receive more than 1 grant in the next 3 rounds.
- The additional \$300,000 that you can get for Resiliency needs/issues is something that would be awarded to the UGLG after you receive a letter of intent.
- Resiliency – withstand and recover rapidly from disruptions or anticipated hazards facing the existing water/sewer system. Protection, response and recovery.
- It will be extremely important to show health, sanitation and security need.-
- A project will not be eligible if it provides a shared benefit with a neighboring community that is not low-mod income eligible.
- Photos are allowed as part of the narrative in the application.



- Community can borrow funds to use as match, but they will need a letter/financial proof from the bank at application time.
- The construction schedule is negotiable. The only hard deadlines are:
 - Feb 14, 2020 – Application and preliminary plans Due
 - December 31, 2021 – Construction Complete
 - All other dates in between are flexible to a project and community needs
 - Schedule can be negotiated between MEDC and community, after community has been selected for an award. Will not hold communities to unrealistic schedules.
- 10% construction contingency can and should be included in the CDBG budget
- A fully adopted 6 year CIP must be in place at the time of application on 2/14/20. It cannot be in process. It must include the project being applied for.
- RRC is NOT an eligibility requirement for the grant and you will not get additional points for being one.
- CGA – no need to include costs for this in your budget.
- Engineering Procurement
 - No procurement requirements for the preliminary engineering for the grant application and materials, as this is not grant eligible
 - For the actual design engineering – if a community does not have a general engineering contract already in place in which they can demonstrate they used a procurement process to hire said engineer, procurement is required. An RFQ is acceptable and then choose and negotiate with chosen firm. Procurement must be documented for MEDC.
- MEDC has not seen any CDBG projects where the engineering is paid solely with grant funds. It is usually paid jointly by the community and CDBG funds. This does allow communities to request to begin incurring costs as soon as they receive the offer letter by MEDC, but they are doing so at their own risk. If a community applies for engineering to be paid 100% by CDBG funds, then authorization to incur costs will not be given until after the project is fully funded by MSF. (MEDC has never seen this done). This is because Engineering is not eligible on its own, it must be tied to construction of the project.

Sole Source Vendor Exception Request

for

CDBG Infastructure & Resiliency Grant Services

from

C2AE

1/6/20

Pursuant to City Ordinance § 33.09 **SOLE SOURCE VENDORS**, “Supplies, materials, equipment and services may be purchased without formal bidding when the City Manager demonstrates in writing to the City Council that there is only one practical source for the supply, material, equipment or service.”

As such, City Manager, Frank Goodroe, is requesting that the City Council forego formal bidding and approve the proposal for services from C2AE due to the fact that the grant submission must be completed and turned in by February 14th. Because C2AE has worked with the City on several projects and is the only engineering company that has the extensive infrastructure records that are required, the City would not have enough time to put this out to bid and have a new company gather the information required to have the grant submitted by the deadline date.

Thank you.

City Manager Frank Goodroe



Great Lakes Technology Consulting LLC

1875 Henry
Alger, MI 48610
(989) 329-7094

Estimate

Date	Estimate #
12/11/2019	E-11232033

Name / Address
City of West Branch 121 North 4th Street West Branch, MI 48661

Description	Qty	Rate	Total
HP EliteDesk 800 G4 Small Form Factor PC- Windows 10 Pro 64 8th Generation Intel® Core™ i5 processor 8 GB memory; 256 GB SSD storage Intel® UHD Graphics 630	5	865.30	4,326.50
Microsoft Office 2019 Home and Business Windows Medialess P2 Box Does not include setup, transfer of files, installation of software. Labor will be billed at 75.00 per hour Estimated Labor - 6-8 hours	5	248.80	1,244.00
Subtotal			\$5,570.50
Sales Tax (6.0%)			\$0.00
Total			\$5,570.50

Estimate valid for 7 days

Signature of Acceptance _____



HP Sales Central

HP EliteDesk 800 G4 Small Form Factor PC (4DP54UT)

Active as of 6/18/2018



Overview

Security, manageability, and performance in a modern compact design

Powered for the enterprise, the HP EliteDesk 800 SFF is one of our most secure and manageable PCs featuring high performance and expandability in a space-saving, stylishly designed chassis for the modern workplace.

The HP EliteDesk 800 SFF is one of our most secure and manageable PCs with the performance and expandability required by today's workforce, in a stylish chassis designed for the modern workplace.

List Price

\$894.00

Performance first

High-performance users will enjoy huge expansion, powerful 8th Gen Intel® Core™ processors⁴, and Intel® Optane™ memory⁵. Amplify performance with optional 95W processors⁶, and Thunderbolt™⁶.

Expansion that extends your investment

The HP EliteDesk 800 SFF sets a new standard for expandability with four bays and four slots, plus three additional M.2 slots, and plenty of configurable ports.

Strong security, powerful manageability

Protect your PC against the evolving malware threats of the future, with self-healing, hardware-enforced, and manageable security solutions from HP. From the BIOS to the browser HP Sure Start Gen4² and HP Sure Click⁷ help secure your PC.

Configurable ports for displays or Thunderbolt™⁶

Configure a rear I/O port for customizable display connections with your choice of VGA, DisplayPort™, HDMI or USB Type-C™ with DisplayPort™. Or, choose Thunderbolt™⁶ for high-speed file transfer.

Specifications

Operating system

Windows 10 Pro 64

Processor family

8th Generation Intel® Core™ i5 processor

Processor

Intel® Core™ i5-8500 with Intel® UHD Graphics 630 (3 GHz base frequency, up to 4.1 GHz with Intel® Turbo Boost Technology, 9 MB cache, 6 cores)

MDA key selling point

Windows 10 Pro or other operating systems available

Form factor

Small form factor

Management features

HP BIOS Config Utility (download); HP Client Catalog (download); HP Cloud Recovery; HP Driver Packs (download); HP Management Integration Kit for Microsoft System Center Configuration Management Gen 2; HP System Software Manager (download); Ivanti Management Suite

Environmental

Low halogen

Security management

DriveLock; HP BIOSphere; HP Password Manager; HP Power On Authentication; Intel® Identity Protection Technology (Intel® IPT); Power-on password (via BIOS); RAID configurations; Removable media write/boot control; SATA port disablement (via BIOS); Setup password (via BIOS); Support for chassis padlocks and cable lock devices; USB enable/disable (via BIOS); Solenoid lock and hood sensor; HP Client Security Suite Gen 4; HP Sure Start Gen 4; HP Sure Run; Parallel enable/disable (via BIOS); Serial enable/disable (via BIOS); Trusted Platform Module TPM 2.0 Embedded Security Chip shipped with Windows 10 (Common Criteria EAL4+ Certified)(FIPS 140-2 Level 2 Certified)

Memory

8 GB DDR4-2666 SDRAM (1 X 8 GB)

Memory Slots

4 DIMM

Internal drive bays

One 2.5" HDD; Two 3.5" HDD

External drive bays

1 slim ODD

Internal Storage

256 GB PCIe® NVMe™ SSD

Additional storage

5-in-1 SD card reader

Optical drive

HP 9.5 mm Slim DVD-Writer

Graphics

Integrated

Graphics (integrated)

Intel® UHD Graphics 630

I/O Port location

Front

Ports

1 headphone; 1 headset connector; 1 USB 2.0; 1 USB 2.0 (fast charging); 1 USB Type-C™ (charging); 2 USB 3.1 Gen 2

I/O Port location

Rear

Ports

1 audio-in; 1 audio-out; 1 power connector; 1 RJ-45; 2 USB 2.0; 2 DisplayPort™ 1.2; 2 USB 3.1 Gen 1; 2 USB 3.1 Gen 2

Expansion slots

1 M.2 2230; 2 M.2 2230/2280; 1 PCIe 3.0 x16; 1 PCIe 3.0 x16 (wired as x4); 2 PCIe 3.0 x1

Audio

Conexant CX20632 codec, universal audio jack, headset and headphone front ports (3.5 mm), multi-streaming capable

Keyboard

HP USB Business Slim Keyboard

Network interface

Intel® I219LM GbE

Energy efficiency

ENERGY STAR® certified

Energy star certified
ENERGY STAR®

Operating temperature range
50 to 95°F

Minimum dimensions (W x D x H)
3.94 x 13.3 x 12.13 in (10 x 33.8 x 30.8 cm)

Weight
14.79 lb (6.71 kg)

UPC number
192545509039

Package dimensions (W x D x H)
15.71 x 19.65 x 9.06 in

Software
Absolute Persistence module; HP ePrint Driver + JetAdvantage; HP Hotkey Support; HP Jumpstart; HP Noise Cancellation Software; HP Support Assistant; Native Miracast Support; HP Wireless Wakeup; Buy Office (sold separately); HP Sure Recover

Warranty
3 year (3-3-3) limited warranty and service offering includes 3 years of parts, labor and on-site repair. Terms and conditions vary by country. Certain restrictions and exclusions apply.

Overview

- 1 Not all features are available in all editions or versions of Windows. Systems may require upgraded and/or separately purchased hardware, drivers, software or BIOS update to take full advantage of Windows functionality. Windows 10 is automatically updated, which is always enabled. ISP fees may apply and additional requirements may apply over time for updates. See <http://www.windows.com>.
- 2 HP Sure Start Gen4 is available on HP Elite and HP Pro 600 products equipped with 8th generation Intel® or AMD processors.
- 4 Multi-Core is designed to improve performance of certain software products. Not all customers or software applications will necessarily benefit from use of this technology. Performance and clock frequency will vary depending on application workload and your hardware and software configurations. Intel's numbering, branding and/or naming is not a measurement of higher performance.
- 5 Intel® Optane™ memory system acceleration does not replace or increase the DRAM in your system and requires configuration with an optional Intel® Core™ i(5 or 7)+ processor.
- 6 Sold separately or as an optional feature.
- 7 HP Sure Click is available on most HP PCs and supports Microsoft® Internet Explorer and Chromium™. Supported attachments include Microsoft Office (Word, Excel, PowerPoint) and PDF files in read only mode, when Microsoft Office or Adobe Acrobat are installed.

© Copyright 2018 HP Development Company, L.P. The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing shall be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.

Sole Source Vendor Exception Request

for

Computers

from

Great Lakes Technology Consulting LLC

1/6/20

Pursuant to City Ordinance § 33.09 **SOLE SOURCE VENDORS**, "Supplies, materials, equipment and services may be purchased without formal bidding when the City Manager demonstrates in writing to the City Council that there is only one practical source for the supply, material, equipment or service."

As such, City Manager, Frank Goodroe, is requesting that the City Council forego formal bidding and approve the purchase of computers from Great Lakes Technology Consulting. Tom Spencer of Great Lakes Technology is the approved IT person for the City so it is best to purchase and use computers and equipment that he recommends and feels comfortable working on. Mr. Spencer did do an analysis of computer needs and is comfortable recommending these ones.

In addition to the computers in the quotes, the City does need two new computers at the Wastewater Treatment Plant and one at the Public Works Garage. Mr. Spencer is still looking into these because they may need different hardware. For example, DPW needs a CD drive on theirs because we have recordings of sewer lines on disks that need to be accessed from time to time. They should roughly be around the same price. I would ask that you approve the purchase of computer equipment from Great Lakes Technology Consulting not to exceed \$9,000.00. This expense would come out of the technology capital acquisition line item (101-228.000-977.700). The original budget was \$35,950 and we currently have used \$7,489.94.

Thank you.

City Manager Frank Goodroe

Unfinished Business

New Business

As per section 4.5 of the City Charter, 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 two year term.

Manager Grace noted that part of the Redevelopment Ready Communities program was to have an annual joint meeting with the City Council, DDA, and Planning Commission.

MOTION BY BENNETT, SECOND BY JACKSON, TO HOLD AN ANNUAL JOINT MEETING WITH THE CITY COUNCIL, DDA, AND PLANNING COMMISSION ANNUALLY ON THE FIRST MONDAY OF FEBRUARY STARTING IN 2019 AND TO HOLD THE 2018 JOINT MEETING ON THE FIRST MEETING IN JUNE.

Yes — Bennett, Jackson, Lawrence, Schaiberger, Tuttle, Weiler

No – None

Absent –Showalter

Motion carried

* * * * *

Resolution # 20-02

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, “the responsibility for street improvements, maintenance, and traffic operations work, and the development , construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for all shall represent the municipality in transactions with the State Transportation Department pursuant to this act.”

Now, therefore, be it resolved the this Honorable Body designate Frank E. Goodroe as the single Street Administrator for the City of West Branch in all transactions with the State Transportation Department as provided in Section 13 of the Act.

WASTEWATER TREATMENT PLANT AGREEMENT

This contract ("the Agreement") is made on this 9th day of October in the year Two Thousand and Nineteen, by and between the City of West Branch ("the City"), a home rule city incorporated under the provisions of Public Act 279 of 1909, as amended, and the Township of West Branch and the Township of Ogemaw ("the Townships"), both of which are general law townships located in the County of Ogemaw and State of Michigan.

RECITALS

The City and Townships continue to operate a jointly owned sewage treatment facility and such treatment is beneficial for all three units of government.

The City and Townships' present Wastewater Treatment Plant Agreement dated June 20, 2006, has expired and the parties desire to renegotiate the terms of their Agreement in accordance with this Contract.

The City and Townships shall continue to share ownership of the Wastewater Treatment Facility based upon their respective cost-responsibility, which is based upon the ratio of gallons of sewage the City and Townships contribute to the Wastewater Treatment Facility.

DEFINITIONS

The following words have the following meanings:

"Agreement" means this Wastewater Treatment Plant Agreement entered into between the City and West Branch Township and Ogemaw Township date October 9th, 2019.

"Authority" means the Board made up of members of the Townships and City. The City members shall include the City Manager, City Mayor, one City Council member and a City Alternate who is able to serve on one member's behalf during an absence of that Member. The Township members shall include the Township Supervisors and a Township alternate to serve on the Supervisor's behalf during an absence.

"Wastewater Treatment Facility" means the property, facilities, and infrastructure located at 2791 Flowage Lake Rd, West Branch, MI 48661 which is utilized for the conversion of wastewater received from the City and Townships into an effluent.

"Equipment" means the machinery, accessories, or tools necessary for operation of the Wastewater Treatment Facility.

"Main Interceptors" means the large sewer pipe that receives flow from a number of trunk sewer lines and transports the flow to the Wastewater Treatment Facility. Main Interceptors do not connect to homes, buildings, or streets.

"Service Lead Connection" means the pipe that carries the wastewater flow from the customer's facility to the point where it is joined to the public sewer system for the customer's corresponding entity.

“Rental Equipment” means the portable equipment, vehicles, machinery, accessories, or tools that the licensed employees of the City designates for use in the Townships.

“City Collection System” means the Collection System, located within the parameters of the City of West Branch and owned, operated, maintained, and controlled by the City of West Branch, which is comprised of [sewers, force mains, intercepting sewers, pipes and other conveyances, lift stations, and pumps, along with any metering devices and other equipment and facilities that are primarily installed to receive discharges of wastewater and pollutants from users for collection and conveyance to the Wastewater Treatment Facility].

“Township Collection System” means the Collection System, located within the respective Township parameters and owned, operated, maintained and controlled by West Branch Township or Ogemaw Township respectively, which is comprised of [sewers, force mains, intercepting sewers, pipes and other conveyances, lift stations, and pumps, along with any metering devices and other equipment and facilities that are primarily installed to receive discharges of wastewater and pollutants from users for collection and conveyance to the Wastewater Treatment Facility.]

OPERATION AND MAINTENANCE

The Authority agrees as follows:

1. To carry comprehensive insurance on the equipment, against fire or explosion, of the type customarily carried and sufficient to indemnify and hold all parties to this Agreement harmless against claims for damages, injuries to persons or property, arising from any act or omission in connection with operation of the Wastewater Treatment Facility.
2. To submit to an annual audit.
3. To vote on and approve the annual budget by May 30th

The City agrees as follows:

1. To operate the Wastewater Treatment Facility and maintain the equipment for the treatment of the sanitary sewage originating in the City and Townships;
2. To retain appropriately licensed personnel to operate the Wastewater Treatment Facility.
3. To retain and replace equipment used in or for the operation of the Wastewater Treatment Facility.
4. To operate the Wastewater Treatment Facility in compliance with current State and Federal regulatory requirements, including National Pollutant Discharge Elimination System (NPDES) permits and the West Branch Area Wastewater Treatment Plant O & M

Manuals.

5. To prepare and submit a copy of the annual sewer treatment budget, including all proposed rate changes, for the Wastewater Treatment Facility on or before April 30th of each year.
6. To see that all new City sewer customers install water meters approved by the Authority.
7. Require all new City sewer customers and any existing customer repairing or replacing their sewer to have a six (6) inch minimum diameter Service Lead Connection which must be inspected by the City DPW Superintendent and the County Building Department before placed into operation.
8. To meet with representatives of the Townships at least quarterly to discuss the current operation of the Wastewater Treatment Facility. The City shall schedule and send out reminders for all meetings which are held quarterly on the second Tuesday of March, June, September, and December. These dates can be changed by a majority vote of the Board.
9. To bill in accordance with the "rate study" set forth by a mutually agreeable third party at least every three years and revised annually, and submit all proposed changes in rates to each Party to this Agreement.
10. To maintain general liability insurance on its City Collection System, in an amount customarily carried and sufficient to indemnify and hold all parties to this Agreement harmless against claims for damages, injuries to persons or property, arising from any act or omission in connection with the City Collection System
11. To seek approval from all Parties to this Agreement for new commercial or industrial users who desire to connect to the sewer. Waste Water Treatment Supervisor, to review capacity and load.
12. To read all meters in the City monthly and Townships quarterly, and provide the Townships with meter reading information for that Township's customers.
13. To respond to the Townships' requests for additional callout service according to the time priorities of the City workload. The Township Supervisor or Clerk will contact the DPW department, City Manager, or City Clerk to request services.
14. To charge the Townships on a time and material, actual costs basis, for any additional callout service the City performs on the Townships Collection System as follows:

- a. Actual rates for manpower will include salary, fringe benefits, and overhead. Hourly rates for manpower will be set by the City. Rates will be set and reviewed annually.
- b. Rental equipment rates will correspond with the rates used by the Michigan Department of Transportation developed for work under the highway maintenance contract with said department. These rates will be set and reviewed annually.

The Townships agree as follows:

1. To see that all new Township sewer customers install water meters approved by the Authority with a new service form submitted to the city.
2. To handle all new Township sewer customer tap applications and fees, and send a copy of the application to the City along with the appropriate inspection fee.
3. Require all new township sewer customers and any existing customer repairing or replacing their sewer to have a six (6) inch minimum diameter Service Lead Connection which must be inspected by the City DPW Superintendent and the County Building Department before placed into operation.
4. To handle all billing disputes of the Townships' customers.
5. To meet with representatives of the City at least quarterly to discuss the current operation of the Wastewater Treatment Facility. All meetings are held quarterly on the second Tuesday of March, June, September, and December. These dates can be changed by a majority vote of the Board.
6. To bill in accordance with the "rate study" set forth by a mutually agreeable third party at least every three years and revised annually, and submit all proposed changes in rates to each Party to this Agreement.
7. To maintain general liability insurance on their respective Township Collection Systems, in an amount customarily carried and sufficient to indemnify and hold all parties to this Agreement harmless against claims for damages, injuries to persons or property, arising from any act or omission in connection with its respective Township Collection System.
8. To seek approval from all Parties to this Agreement for new commercial or industrial users who desire to connect to the sewer. Waste Water Treatment Supervisor, to review capacity and load.

FEES AND TAP CHARGES

Tap Charges will be established by each party for their respective service area.

Usage Fees charged to the parties will be set according to a rate study provided every 3 years to be performed by a third party that is mutually agreeable to all parties. Rates will be reviewed on an annual basis.

OWNERSHIP AND COST SHARING

Ownership shall be determined by the amount of flow each entity contributes to the Waste Water Treatment Facility, calculated using the total gallons based annually from July 1 through June 30 of the following year.

The Townships shall pay the City its pro-rata share of the expenses to operate and maintain the Wastewater Treatment Facility, charged to the Townships based upon the ratio of the gallons of sewage effluent delivered to the Wastewater Treatment Facility.

The cost of maintenance of the Main Interceptors used jointly by the City and Townships shall be paid by each party in proportion to the ratio of the ownership

EXPANSION AND UPGRADES

The City and Townships agree to make improvements, enlargements, or extensions to the existing Wastewater Treatment Facility as may be necessary, or to construct an entirely new wastewater treatment facility. At that time, the City and Townships shall each determine its maximum capacity requirement in the Wastewater Treatment Facility for the next fifteen (15) years or other time as agreed by the parties. If a new wastewater treatment facility will be constructed, the cost shall be borne by the City and Townships in proportion to their respective total requirements. This provision shall apply when improvements or extensions are required for any new wastewater treatment facility constructed. If improvements or an extension is required solely by one of the parties, the entire cost shall be borne by the party requiring the improvement or extension.

DEFAULT AND REMEDIES

In the event of a failure by any party to perform its obligations under this Agreement, the other parties shall have the power to seek any remedy available to them at law, including an action for mandamus, injunction, or specific performance. Prior to any party seeking enforcement of this Agreement, sixty (60) days' written notice of any default shall be given to the defaulting party, and the defaulting party shall have the opportunity to cure their default during the sixty (60) days period. In the event that a party prevails in enforcing this Agreement, that party shall be entitled to all reasonable costs and expenses, including attorney fees that it incurs in enforcing the Agreement.

DISPUTE RESOLUTION

Money damage disputes arising out of this Agreement, in the amount of \$50,000.00 or less, shall be resolved in accordance with the Commercial Arbitration Rules of the American Arbitration

Association. Money damage disputes arising out of this Agreement, in an amount exceeding \$50,000.00, may be resolved in the same manner, by consent of all parties. In the event of an arbitration, the award of the arbitrator shall be binding upon all parties, and a judgment of the award may be entered by any court of competent jurisdiction. The cost of arbitration shall be equally shared by all parties.

INDEMNIFICATION

The Parties shall indemnify, protect, and hold the other Parties (and their employees and agents) harmless from and against all liability, claims, demands, losses, damage costs, or expenses, including, but not limited to attorney fees, expert witness fees, or other consultation fees, related in any way to the performance of this Agreement to the extent that such liability, claims, demands, losses, damage costs, or expenses are caused by the acts, errors, omissions or other misconduct of the responsible Party. This provision shall survive the termination of this Agreement.

Further, the Parties shall indemnify, protect, and hold the other Parties (and their employees and agents) harmless from any and all employee/employer claim including workman's compensation, health insurance grievances, wrongful discharge, or other employment claims. The parties expressly acknowledge their independent contractor status.

DURATION

This Agreement shall continue in effect for a period not to exceed 5 years. The Parties may renew this Agreement by an affirmative vote of all parties.

MODIFICATIONS

This Agreement represents the entire agreement of the parties and may only be modified or amended in writing signed by all Parties.

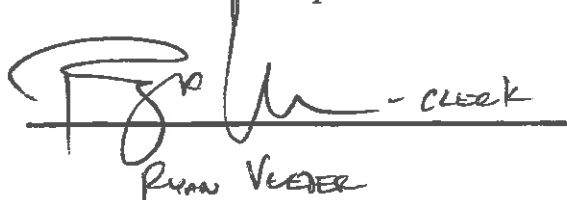
By:

City of West Branch

Date: _____

Date: _____

West Branch Township

 - clerk
Ryan Veeder

Date: 10/9/19

Denis Stephens - Supervisor

Date: 12-18-2019

Tracy L Lunsar Clerk

Date: 12-18-19

AS A REQUIRMENET FOR AUDIT PURPOSES, CITY COUNCIL MUST APPROVE THE BANKS THAT THE CITY IS ALLOWED TO BANK AT AS WELL AS NAME THE AUTHORIZED SIGNERS FOR THOSE BANKS. IN THE PAST, CHEMICAL BANK, MERCANTILE BANK, PNC BANK, HURON COMMUNITY BANK, AND NORTHLAND AREA FEDERAL CREDIT UNION WERE ALL APPRVOED AS AUTHORIZED BANKS AND THE CITY MANAGER, CITY TREASURER, MAYOR, AND MAYOR PRO TEM WERE NAMED AS AUTHORIZED SIGNERS AND DEPOSITORS. BELOW IS AN EXAMPLE OF WHAT WAS APPROVED IN THE PAST.

MOTION BY SHOWALTER, SECOND BY WEILER, TO NAME MANAGER HEATHER GRACE, CLERK/TREASURER JOHN DANTZER, MAYOR DENISE LAWRENCE, AND MAYOR PRO TEM TIM SCHAIBERGER AS DEPOSITORS AND TO SIGN ALL CHECKS AND BANK WITHDRAWALS AT BANKS REQUIRING TWO SIGNATURES.

Yes — Bennett, Lawrence, Schaiberger, Showalter, Weiler

No – None

Absent –Lucas, Tuttle

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY BENNETT, TO ALLOW STAFF TO BANK AT THE FOLLWING INSTITUTIONS: CHEMICAL BANK, MERCANTILE BANK, PNC BANK, HURON COMMUNITY BANK, AND NORTHLAND AREA FEDERAL CREDIT UNION.

Yes — Bennett, Lawrence, Schaiberger, Showalter, Weiler

No – None

Absent –Lucas, Tuttle

Motion carried

* * * * *

Approval of Council Minutes & Summary

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, DECEMBER 16, 2019.

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

Present: Mayor Pro Tem Mike Jackson, Council Members Joanne Bennett, Chris Powley, Ellen Pugh, and Cathy Zimmerman.

Absent: Mayor Paul Frechette and Council Member Dan Weiler.

Other officers present: City Manager Frank Goodroe, Clerk/Treasurer John Dantzer, Public Works Superintendent Mike Killackey, Chief Ken Walters, Deputy Clerk/Treasurer Michelle Frechette, Deputy Clerk Amanda Stang, and Planning Commission Vice Chair Bob David.

All stood for the Pledge of Allegiance.

* * * * *

MOTION BY BENNETT, SECOND BY ZIMMERMAN, TO PAY BILLS IN THE AMOUNT OF \$75,031.73.

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No — None

Absent — Frechette, Weiler

Motion carried

* * * * *

MOTION BY ZIMMERMAN, SECOND BY PUGH, TO APPROVE THE TAVERN LICENSE FOR BUCILLI'S PIZZA.

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No — None

Absent — Frechette, Weiler

Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY PUGH, TO APPROVE THE UPDATED ZONING ORDINANCE AS SUBMITTED WITH THE ADDITION IN THE SIGN SECTION TO SAY "SIGN HEIGHT IS THE VERTICAL DISTANCE MEASURED FROM THE GROUND IMMEDIATELY BENEATH THE SIGN TO THE HIGHEST POINT OF THE SIGN OR IT'S PROJECTING STRUCTURE".

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No — None

Absent — Frechette, Weiler

Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY PAULEY, TO APPROVE RESOLUTION 19-22

RESOLUTION #19-22

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

WHEREAS, during the review it was determined that the revenues in Fund 101, General Fund; the revenues in Fund 150, Cemetery Perpetual Care, the expenditures in Fund 202, Major Street, the revenues in Fund 248, DDA, the revenues and expenditures in Fund 251, Industrial Park, the revenues in Fund 276, Housing Resource, the revenues in Fund 583. Sewer Collection, and the expenditures in the Fund 661, Equipment will exceed their budget, and

WHEREAS, the revenues in Fund 101, general fund were underestimated in liquor license revenue, police in service training, and public works miscellaneous revenues, and the general fund grants were understated due to the revenue for a demotion grant, wellhead grant, and energy grant that was started in the previous fiscal year but not received until the current fiscal year, and

WHEREAS, the revenues in Fund 150, Cemetery Perpetual Care were underestimated due to more sales of lots than anticipated, and

WHEREAS, the expenditures in Fund 202, Major Street Construction was exceeded due to expenses for the construction of Fairview Rd. and Valley St being budgeted in the previous year but not being finished until the current fiscal year, and

WHEREAS, the revenues in Fund 248, DDA were underestimated in interest income, and

WHEREAS, the revenues and expenditures in Fund 251, Industrial Park will be exceeded due to the purchase and reverting of a lot in the office/service park and the resale of that lot to a new developer, and

WHEREAS, the revenues in Fund 276, Housing Resource were underestimated in interest income, and

WHEREAS, the revenues in Fund 593, Sewer Collection were underestimated in service fees, interest income, and miscellaneous revenue, and

WHEREAS, the expenditures in Fund 661, Equipment were underestimated due to the purchase of a police vehicle and DPW vehicle that were accounted for in the previous fiscal year but was not completed until the current fiscal year, and

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

GL NUMBER	DESCRIPTION	CURRENT BUDGET	AMENDED BUDGET

Fund 101 -

Revenues

Dept 000.000

101-000.000-403.400	CURRENT PROPERTY TAX GEN.OP.	974,795.00	974,795.00
101-000.000-404.400	CURRENT PROPERTY TAX REFUSE	195,046.00	195,046.00
101-000.000-446.400	PENALTIES AND INTEREST CUR.TA	9,496.00	9,496.00
101-000.000-448.400	ADMINISTRATIVE FEES ON CUR.TA	31,350.00	31,350.00
101-000.000-477.400	CABLE TV FRANCHISE FEES	41,367.00	41,367.00
101-000.000-540.400	MDOT FEDERAL REVENUE	0.00	0.00
101-000.000-564.400	INDUSTRIAL PARK	2,000.00	2,000.00
101-000.000-573.400	LOCAL COMMUNITY STABILIZATION SHARE	0.00	0.00
101-000.000-574.400	SALES (STATUTORY)	26,544.00	26,544.00
101-000.000-575.400	REVENUE SHARING (CONSTITUTIONAL)	181,176.00	181,176.00
101-000.000-577.400	LIQUOR LICENSE	3,494.00	4,250.00
101-000.000-580.400	FRANCHISE FEE REVENUE	0.00	0.00
101-000.000-590.400	SEWER FUND ADMINISTRATION	60,000.00	60,000.00
101-000.000-590.401	SEWER COLLECTION ADMIN.	16,000.00	16,000.00
101-000.000-591.400	WATER FUND ADMINISTRATION	20,000.00	20,000.00
101-000.000-592.400	LOCAL STREET ADMIN. FEE	4,400.00	4,400.00
101-000.000-593.400	MAJOR STREET ADMIN. FEE	9,500.00	9,500.00
101-000.000-594.400	CEMETERY ADMIN. FEE	1,000.00	1,000.00
101-000.000-597.400	DDA ADMINISTRATIVE	6,000.00	6,000.00
101-000.000-634.400	GRANT	69,800.00	85,000.00
101-000.000-634.401	GRANT - ECONOMIC ADVANCEMENT	0.00	0.00
101-000.000-638.400	PROJECT INCOME	0.00	0.00
101-000.000-642.400	SALES OF LOTS	0.00	0.00
101-000.000-661.400	MOTOR VEHICLE FUND	12,000.00	12,000.00
101-000.000-664.400	INTEREST INCOME	6,500.00	6,500.00
101-000.000-671.400	CONTRIBUTIONS	0.00	0.00
101-000.000-672.400	VETERAN BANNER CONTRIBUTIONS	5,800.00	5,800.00
101-000.000-695.080	LAND CONTRACT PROCEEDS	0.00	0.00
101-000.000-695.400	MISCELLANEOUS	15,859.00	15,859.00
101-000.000-695.405	REFUSE RECYCLING DONATIONS	5,083.00	5,083.00
Total Dept 000.000		1,697,210.00	1,713,166.00

Dept 301.000 - POLICE DEPARTMENT

101-301.000-578.400	IN-SERVICE TRAINING	400.00	450.00
101-301.000-634.400	GRANT	10,000.00	10,000.00
101-301.000-654.400	TRAFFIC BUREAU	1,925.00	1,925.00
101-301.000-655.400	ACCIDENT REPORTS	450.00	450.00
101-301.000-656.400	DISTRICT COURT FINES	4,000.00	4,000.00
101-301.000-693.400	NSF FEES	0.00	0.00
101-301.000-695.400	MISCELLANEOUS	1,550.00	1,550.00

101-301.000-695.401	MISC. ED. & TRAINING 302	650.00	650.00
101-301.000-695.406	POLICE SAFETY INCOME	0.00	0.00
101-301.000-695.407	FORFEITURE FUNDS	400.00	400.00
Total Dept 301.000 - POLICE DEPARTMENT		19,375.00	19,425.00

Dept 441.000 - PUBLIC WORKS DEPARTMENT

101-441.000-673.400	TRANSFER FROM DDA FUND	15,300.00	15,300.00
101-441.000-695.400	MISCELLANEOUS	100.00	500.00
101-441.000-695.410	MDOT REVENUE	13,900.00	13,900.00
101-441.000-695.415	OTHER GOV'T UNITS	0.00	0.00
Total Dept 441.000 - PUBLIC WORKS DEPARTMENT		29,300.00	29,700.00

ANTICIPATED CARRYOVER	1,018,406.00	1,034,812.00
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Fund 150 - CEMETERY PERPETUAL CARE

Revenues	CURRENT	AMENDED
Dept 000.000	BUDGET	BUDGET
150-000.000-642.400 SALES OF LOTS	500.00	1,800.00
150-000.000-664.400 INTEREST INCOME	0.00	0.00
Total Dept 000.000	500.00	1,800.00
TOTAL REVENUES	500.00	1,800.00

Expenditures

Dept 965.209 - TRANSFER TO CEMETERY		
150-965.209-999.700 TRANSFER TO OTHER ACCOUNTS	0.00	0.00
Total Dept 965.209 - TRANSFER TO CEMETERY	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00

Fund 150 - CEMETERY PERPETUAL CARE:

TOTAL REVENUES	500.00	1,800.00
TOTAL EXPENDITURES	0.00	0.00
NET OF REVENUES & EXPENDITURES	500.00	1,800.00
ANTICIPATED CARRY OVER	263,273.00	265,073.00

Fund 202 - MAJOR STREET FUND

Dept 451.000 - CONSTRUCTION

202-451.000-703.700	SALARIES AND WAGES	2,500.00	2,500.00
202-451.000-710.700	OVERTIME	800.00	800.00
202-451.000-714.700	MANDATORY MEDICARE	105.00	105.00
202-451.000-715.700	SOCIAL SECURITY (EMPLOYER)	390.00	390.00
202-451.000-718.700	MERS RETIREMENT (EMPLOYER)	995.00	995.00
202-451.000-720.700	WORKERS COMPENSATION PREMIUM	0.00	0.00
202-451.000-724.700	UNEMPLOYMENT INS. BENEFIT	445.00	445.00
202-451.000-727.700	OPERATING SUPPLIES	550.00	550.00
202-451.000-801.700	CONTRACTUAL SERVICES	47,500.00	205,000.00
202-451.000-941.700	EQUIPMENT RENTAL	1,700.00	1,700.00
202-451.000-956.700	EXPENSES	100.00	100.00
Total Dept 451.000 - CONSTRUCTION		55,085.00	212,585.00

ANTICIPATED CARRYOVER

604,697.00	458,296.00
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Fund 248 - DDA OPERATING FUND**Revenues****Dept 000.000**

248-000.000-400.400	TAX INCREMENT FINANCING	53,000.00	53,000.00
248-000.000-403.400	CURRENT PROPERTY TAX GEN.OP.	20,000.00	20,000.00
248-000.000-408.400	PERSONAL PROPERTY TAX LOSS REIMBURSEMENT	35,300.00	35,300.00
248-000.000-634.400	GRANT	45,000.00	45,000.00
248-000.000-664.400	INTEREST INCOME	250.00	520.00
248-000.000-695.400	MISCELLANEOUS	400.00	400.00
Total Dept 000.000		153,950.00	154,220.00

TOTAL REVENUES

153,950.00	154,220.00
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Expenditures**Dept 000.000**

248-000.000-729.700	FLOWER PROJECT	5,000.00	5,000.00
248-000.000-750.700	RETAIL MERCHANTS	7,500.00	7,500.00
248-000.000-782.700	ADMINISTRATION	2,400.00	2,400.00
248-000.000-801.700	CONTRACTUAL SERVICES	129,750.00	129,750.00
248-000.000-865.700	PROFESSIONAL DEVELOPMENT	0.00	0.00
248-000.000-935.703	SHOWMOBILE EXPENSES	300.00	300.00
248-000.000-940.700	GEN. MAINTENANCE/SNOW REMOVAL	7,500.00	7,500.00
248-000.000-948.700	TRANSFER TO GENERAL FUND	0.00	0.00
248-000.000-956.700	EXPENSES	1,500.00	1,500.00
Total Dept 000.000		153,950.00	153,950.00

TOTAL EXPENDITURES	153,950.00	153,950.00
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Fund 248 - DDA OPERATING FUND:

TOTAL REVENUES	153,950.00	154,220.00
TOTAL EXPENDITURES	153,950.00	153,950.00
NET OF REVENUES & EXPENDITURES	0.00	270.00
ANTICIPATED CARRYOVER	42,662.00	42,932.00

Fund 251 - INDUSTRIAL PARK FUND

Revenues

Dept 000.000

251-000.000-642.400	SALES OF LOTS	0.00	70,000.00
251-000.000-664.400	INTEREST INCOME	2,500.00	2,500.00
Total Dept 000.000		2,500.00	72,500.00

TOTAL REVENUES	2,500.00	72,500.00
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Expenditures

Dept 000.000

251-000.000-703.700	SALARIES AND WAGES	1,066.00	1,066.00
251-000.000-714.700	MANDATORY MEDICARE	15.00	15.00
251-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	70.00	70.00
251-000.000-716.700	BC/BS HEALTH INSURANCE PREMIUM	0.00	0.00
251-000.000-718.700	MERS RETIREMENT (EMPLOYER)	15.00	15.00
251-000.000-720.700	WORKERS COMPENSATION PREMIUM	45.00	45.00
251-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	3.00	3.00
251-000.000-782.700	ADMINISTRATION	1,000.00	1,000.00
251-000.000-801.700	CONTRACTUAL SERVICES	1,100.00	1,100.00
251-000.000-941.700	EQUIPMENT RENTAL	1,900.00	1,900.00
251-000.000-956.700	EXPENSES	350.00	350.00
251-000.000-977.700	CAPITAL ACQUISITIONS	82,000.00	115,000.00
Total Dept 000.000		87,564.00	120,564.00

TOTAL EXPENDITURES	87,564.00	120,564.00
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Fund 251 - INDUSTRIAL PARK FUND:

TOTAL REVENUES	2,500.00	72,500.00
TOTAL EXPENDITURES	87,564.00	120,564.00
NET OF REVENUES & EXPENDITURES	(85,064.00)	(48,064.00)
ANTICIPATED CARRYOVER	227,669.00	179,605.00

Fund 276 - HOUSING RESOURCE FUND

Revenues

Dept 000.000

276-000.000-634.400	GRANT	0.00	0.00
276-000.000-638.400	PROJECT INCOME	8,317.00	8,317.00
276-000.000-664.400	INTEREST INCOME	200.00	1,320.00
276-000.000-695.400	MISCELLANEOUS	500.00	500.00
Total Dept 000.000		9,017.00	10,137.00

TOTAL REVENUES

9,017.00 10,137.00

Expenditures

Dept 000.000

276-000.000-801.700	CONTRACTUAL SERVICES	0.00	0.00
276-000.000-956.700	EXPENSES	0.00	0.00
Total Dept 000.000		0.00	0.00

Dept 493.000 - MEDC

276-493.000-801.700	CONTRACTUAL SERVICES	0.00	0.00
276-493.000-850.700	GRANT EXPENDITURES	0.00	0.00
276-493.000-956.700	EXPENSES	0.00	0.00
Total Dept 493.000 - MEDC		0.00	0.00

TOTAL EXPENDITURES

0.00 0.00

Fund 276 - HOUSING RESOURCE FUND:

TOTAL REVENUES

9,017.00 10,137.00

TOTAL EXPENDITURES

0.00 0.00

NET OF REVENUES & EXPENDITURES

9,017.00 10,137.00

ANTICIPATED CARRY OVER

205,208.00 215,345.00

Fund 593 - SEWER COLLECTION

Revenues

Dept 000.000

593-000.000-625.400	BILLINGS	93,395.00	93,395.00
593-000.000-626.400	PENALTIES	400.00	400.00
593-000.000-648.401	SERVICE FEES	3,000.00	5,500.00
593-000.000-664.400	INTEREST INCOME	200.00	500.00
593-000.000-695.400	MISCELLANEOUS	0.00	0.00
Total Dept 000.000		96,995.00	99,795.00

TOTAL REVENUES		96,995.00	99,795.00
TOTAL EXPENDITURES		68,875.00	68,875.00
<hr/>			
Fund 593 - SEWER COLLECTION:			
TOTAL REVENUES		96,995.00	99,795.00
TOTAL EXPENDITURES		68,875.00	68,875.00
NET OF REVENUES & EXPENDITURES		28,120.00	30,920.00
ANTICIPATED CARRYOVER		83,835.00	114,755.00
<hr/>			
TOTAL REVENUES		257,880.00	187,708.59
<hr/>			
Fund 661 - EQUIPMENT FUND			
<hr/>			
Expenditures			
Dept 000.000			
661-000.000-703.700	SALARIES AND WAGES	14,000.00	14,000.00
661-000.000-710.700	OVERTIME	125.00	125.00
661-000.000-714.700	MANDATORY MEDICARE	205.00	205.00
661-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	870.00	870.00
661-000.000-716.700	BC/BS HEALTH INSURANCE PREMIUM	2,080.00	2,080.00
661-000.000-718.700	MERS RETIREMENT (EMPLOYER)	60.00	60.00
661-000.000-720.700	WORKERS COMPENSATION PREMIUM	350.00	350.00
661-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	5.00	5.00
661-000.000-782.700	ADMINISTRATION	12,000.00	12,000.00
661-000.000-801.700	CONTRACTUAL SERVICES	105.00	105.00
661-000.000-805.700	REPAIR/PARTS	28,250.00	28,250.00
661-000.000-806.700	REPAIR/PARTS POLICE	8,500.00	8,500.00
661-000.000-818.700	INS. PREMIUM - LIABILITY	22,500.00	22,500.00
661-000.000-856.700	FUEL	33,000.00	33,000.00
661-000.000-868.700	FLUIDS	705.00	705.00
661-000.000-956.700	EXPENSES	0.00	0.00
661-000.000-966.700	DEPRECIATION	37,022.00	37,022.00
661-000.000-966.701	DEP.EXP. PUBLIC SAFETY	5,080.00	5,080.00
661-000.000-968.000	DEPRECIATION EXPENSE	0.00	0.00
661-000.000-968.001	DEPRECIATION EXP PUBLIC SAFET	0.00	0.00
661-000.000-977.700	CAPITAL ACQUISITIONS	82,500.00	88,000.00
661-000.000-992.000	INTEREST EXPENSE	0.00	0.00
Total Dept 000.000		247,357.00	252,857.00
<hr/>			
TOTAL EXPENDITURES		247,357.00	252,857.00
<hr/>			
Fund 661 - EQUIPMENT FUND:			
TOTAL REVENUES		257,880.00	187,708.59

TOTAL EXPENDITURES	247,357.00	252,857.00
NET OF REVENUES & EXPENDITURES	10,523.00	(65,148.41)
ANTICIPATED CARRYOVER	525,647.00	460,498.59

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No — None

Absent — Frechette, Weiler

Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY JACKSON, TO APPROVE RESOLUTION 19-23.

**RESOLUTION 19-23
RESOLUTION AUTHORIZING ISSUANCE OF
2019 REFUNDING BONDS
(LIMITED TAX GENERAL OBLIGATION)**

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

Minutes of a regular meeting of the City Council of the City of West Branch, County of Ogemaw, State of Michigan, held on December 16, 2019, at 6:00 p.m., prevailing Eastern Time.

PRESENT: Members Mike Jackson, Cathy Zimmerman, Ellen Pugh, Chris Powley, Joanne Bennett

ABSENT: Members Dan Weiler, Paul Frechette

The following preamble and resolution were offered by Member Bennett and supported by Member Jackson:

WHEREAS, the City of West Branch, County of Ogemaw, State of Michigan (the "City") has previously issued its Limited Tax General Obligation Bonds, dated July 29, 2009 in the original principal amount of \$975,000 (the "Prior Bonds"), which were issued to finance the cost of acquiring and constructing improvements to the water supply system of the City; and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), authorizes the City to refund or advance refund all or any part of its outstanding securities; and

WHEREAS, the City has been advised that it may achieve interest costs savings through the refunding of all or a portion of the callable Prior Bonds; and

WHEREAS, the City desires to issue refunding bonds pursuant to Act 34 in the principal amount of Six Hundred Five Thousand Dollars (\$605,000) (the "Bonds") to refund all of the Prior Bonds to achieve interest cost savings for the benefit of the taxpayers and ratepayers of the City (the portion of the Prior Bonds to be refunded hereinafter referred to as the "Refunded Bonds"); and

WHEREAS, the City has received a proposal to purchase the Bonds from Mercantile Bank of Michigan (the "Purchaser") and the City desires to negotiate the sale of the Bonds to the Purchaser based on the proposal which is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Refunding Bonds; Bond Terms. Bonds of the City designated 2019 REFUNDING BONDS (LIMITED TAX GENERAL OBLIGATION) (the "Bonds") are authorized to be issued in the aggregate principal sum of Six Hundred Five Thousand Dollars (\$605,000) for the purpose of paying the costs of refunding the Refunded Bonds, including the costs incidental to the issuance, sale and delivery of the Bonds.

The Bond shall consist of a single non-convertible bond in fully-registered form, in the original denomination equal to the par amount thereof, payable as provided in Exhibit B attached hereto and made a part hereof. The Bonds will be dated as of the date of delivery, which is expected to be December 19, 2019, or such other date as determined by the Mayor or City Clerk/Treasurer (each, an "Authorized Officer"), be payable on June 1 in the years and in the annual amounts shown on Exhibit A. The Bond shall be subject to optional redemption prior to maturity as provided in Exhibit B. The Bonds shall bear interest at the rates shown on Exhibit A, payable semi-annually on June 1 and December 1, first payable on June 1, 2020.

Interest on the Bonds shall be paid by check drawn on the Transfer Agent mailed to the registered owner of the Bonds at the registered address, as shown on the registration books of the City maintained by the Transfer Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. The City Treasurer shall act as the Transfer Agent.

2. Execution of Bonds; Book-Entry-Only Form. The Bonds shall be signed by the manual or facsimile signatures of the Mayor and the City Clerk and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond signed by facsimile signature shall be validated until authenticated by an authorized signatory of the Transfer Agent.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon

surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Limited Tax Pledge; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the principal and interest on the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year. The City Treasurer is authorized and directed to open a separate fund to be known as the 2019 REFUNDING BONDS (LIMITED TAX GENERAL OBLIGATION) DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature. Into said fund there shall be placed the accrued interest, if any, received at the time of delivery of the Bonds.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier mandatory redemption, the principal of and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Bond Proceeds. The proceeds of the Bonds shall be used to pay the outstanding principal amount of the Refunded Bonds on December 19, 2019 (the "Closing Date"). The City shall be responsible for the payment of the interest accrued on the Refunded Bonds to the Closing Date in the amount of \$1,482.25. The City will pay all costs of issuance associated with the issuance of Bonds from funds on hand.

6. Bond Form. The Bonds shall be in substantially the following form:

[THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MICHIGAN UNIFORM SECURITIES ACT, AS AMENDED, IN RELIANCE UPON EXEMPTIONS THEREUNDER. ANY RESALE OR OTHER TRANSFER OF THIS BOND MAY BE MADE ONLY UPON REGISTRATION UNDER SUCH ACTS OR IN AN EXEMPT TRANSACTION UNDER SUCH ACTS AND UPON COMPLIANCE WITH THE CONDITIONS SET FORTH HEREIN AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THOSE ACTS OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE.]

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OGE MAW

CITY OF WEST BRANCH

2019 REFUNDING BOND
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
2.30%	June 1, 2029	December 19, 2019

REGISTERED OWNER: Mercantile Bank of Michigan

PRINCIPAL AMOUNT: Six Hundred Five Thousand Dollars

The City of West Branch, County of Ogemaw, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on June 1, 2020 and semiannually thereafter. Principal of this bond is payable by the Treasurer of the City or such other paying agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the first (1st) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is a single, fully-registered, non-convertible bond in the principal amount of \$605,000, issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and a resolution duly adopted by the City Council of the City for the purpose refunding all of the City's outstanding Limited Tax General Obligation Bonds, Series 2019.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

Principal installments of this Bond are subject to redemption prior to maturity as the City shall determine, on any date at par plus accrued interest to the date fixed for redemption.

This bond matures on June 1, 2029 as a term bond, subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below at a redemption price equal to the principal amount thereof, without premium, together with interest thereon to the redemption date as set forth in the following schedule:

Term Bond due June 1, 2029

<u>Redemption Dates</u>	<u>Principal Amount</u>
June 1, 2020	\$50,000
June 1, 2021	\$50,000
June 1, 2022	\$55,000
June 1, 2023	\$55,000
June 1, 2024	\$60,000
June 1, 2025	\$60,000
June 1, 2026	\$65,000
June 1, 2027	\$65,000
June 1, 2028	\$70,000
June 1, 2029 (maturity)	\$75,000

In case less than the full amount of this bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this bond have been done, exist and have happened in regular and due time and form as required by law, and that the total indebtedness of the City, including this bond, does not exceed any constitutional, statutory or charter debt limitation.

IN WITNESS WHEREOF the City, by its City Council, has caused this bond to be executed with the manual signatures of its Mayor and its City Clerk and its corporate seal or a facsimile thereof to be impressed hereon, all as of the Date of Original Issue.

CITY OF WEST BRANCH
County of Ogemaw
State of Michigan

By: _____
Its: Mayor

(SEAL)

By: _____
Its: City Clerk

7. Negotiated Sale. The City Council has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of Act 34, determines that a negotiated sale of the Bonds will result in the most efficient and expeditious means of selling the Bonds and will result in the most advantageous interest rates and obtain the lowest issuance costs and interest costs for the City.

8. Adjustment of Bond Terms. Each Authorized Officer is hereby authorized to adjust the final bond details to the extent necessary or convenient to complete the transaction authorized in this Resolution, and in pursuance of the foregoing are each authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, all subject to the parameters established in this Resolution, *provided* that the principal amount of Bonds issued shall not exceed the principal amount

authorized in this Resolution, the maximum interest rate on the Bonds shall not exceed 2.30% per annum, the purchase price shall not be less than 100% of the par amount of the Bonds, and the final maturity of the Bonds shall not be later than June 1, 2029.

9. Tax Covenant; Qualified Tax Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, (the "Code") including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds, and to prevent the Bonds from being or becoming "private activity bonds" as that term is used in Section 141 of the Code. The Bonds are hereby designated as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

10. Authorization of Other Actions. The Authorized Officers are each authorized and directed to file any necessary applications or requests for waivers with the Michigan Department of Treasury in order to effectuate the sale and delivery of the Bonds as contemplated by this Resolution, including an Application for State Treasurer's Approval to Issue Long-Term Securities, in such form as shall be approved by an Authorized Officer and to pay any necessary fees in connection with any such applications or waivers and to take all other actions necessary or advisable, and make such other filings with the Michigan Department of Treasury or with other parties, to enable the issuance, sale and delivery of the Bonds as contemplated herein.

11. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby appointed to serve as bond counsel for the Bonds, notwithstanding the periodic representation in unrelated matters of parties or potential parties to the transaction contemplated by this resolution, including the Purchaser of the Bonds.

12. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

AYES: Members Mike Jackson, Cathy Zimmerman, Ellen Pugh, Chris Powley, Joanne Bennett

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

John Dantzer, City Clerk/Treasurer

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of West Branch, County of Ogemaw, State of Michigan, at a regular meeting held on December 16, 2019, and that said meeting was conducted and public notice of

said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

John Dantzer, City Clerk/Treasurer

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No – None

Absent – Frechette, Weiler

Motion carried

* * * * *

MOTION BY ZIMMERMAN, SECOND BY PAULEY, TO APPROVE RESOLUTION 20-01.

RESOLUTION #20-01

WHEREAS, the West Branch City Charter requires that the Council adopt a resolution stating the time and place of its regular meetings, and

WHEREAS, it is recommended that this be done on an annual basis,

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council will hold its regular meetings in the Council Chamber of City Hall, 121 N. Fourth St. unless there is a motion to change the meeting location due to special circumstances, and

FURTHER BE IT RESOLVED, that the first meeting of 2020 will be held at 7:00 p.m. as required by the City Charter and all other regular Council meetings of 2020 will begin at 6:00 p.m. unless there is a motion to change the meeting time due to special circumstances, and

FURTHER BE IT RESOLVED, that the West Branch City Council shall meet on the 1st and 3rd Monday of each month unless there is a motion to change the meeting date due to special circumstances.

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No – None

Absent – Frechette, Weiler

Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY BENNETT, TO APPROVE THE MDOT PERFORMANCE RESOLUTION NAMING MANAGER FRANK GOODROE, CLERK/TREASURER JOHN DANTZER, DEPUTY CLERK/TREASURER MICHELLE FRECHETTE, AND DEPUTY CLERK AMANDA STANG AS AUTHORIZED TO APPLY FOR NECESSARY PERMIT WORK IN THE MDOT ROAD RIGHT OF WAY.

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No – None

Absent – Frechette, Weiler

Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY PUGH, TO APPROVE RESOLUTION 19-24.

RESOLUTION #19-24

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

WHEREAS, during the review it was determined that the expenditures in Fund 101, General Fund will exceed its budget, and

WHEREAS, the expenditures in Fund 101, general fund legal assistance were understated due to a new attorney services contract being approved after the approval of the budget, and

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

GL NUMBER	DESCRIPTION	CURRENT BUDGET	AMENDED BUDGET

Fund 101 -			
EXPENDITURES			
Dept 266.000 – LEGAL ASSISTANCE		10,000	16,000

ANTICIPATED CARRYOVER		1,018,406.00	1,012,406.00

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No – None Absent – Frechette, Weiler Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY PUGH, TO EXCUSE MAYOR FRECHETTE AND MEMBER WEILER FROM THE MEETING.

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No – None Absent – Frechette, Weiler Motion carried

* * * * *

MOTION BY PUGH, SECOND BY PAULEY, TO APPROVE THE MINUTES AND SUMMARY OF MINUTES FROM THE MEETING HELD DECEMBER 2, 2019.

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No – None

Absent – Frechette, Weiler

Motion carried

* * * * *

MOTION BY ZIMMERMAN, SECOND BY BENNETT, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; THE MINUTES FROM THE BOARD OR REVIEW MEETING HELD DECEMBER 9, 2019; AND THE NOVEMBER POLICE REPORT.

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No – None

Absent – Frechette, Weiler

Motion carried

* * * * *

A Charter Cable line up was shared.

A City of Lights flyer was shared.

* * * * *

MOTION BY PUGH, SECOND BY BENNETT, TO APPROVE THE APPOINTMENT OF ANTHONY BAIR TO THE DDA BOARD.

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No – None

Absent – Frechette, Weiler

Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY PUGH, TO APPROVE THE REAPPOINTMENTS OF MARK DANTZER, HEATHER NEUHAUS, AND CHARLIE ELLIOTT TO THE IDC BOARD.

Yes — Bennett, Jackson, Powley, Pugh, Zimmerman

No – None

Absent – Frechette, Weiler

Motion carried

* * * * *

Mayor Pro Tem Jackson noted all of the changes that took place during the 2019 calendar year and thanked everyone for their durability and adaptability.

Member Bennett noted she is looking forward to the new year, noted the Chamber Connection was fabulous and well attended, noted she would like to move the Council Open House back to the last meeting of the year, and noted how grand the Christmas parade was and commended Chief Walters for his work on the parade.

Member Pugh noted there were still some openings for anyone who wished to volunteer for the bell ringing for the Salvation Army.

Member Zimmerman noted what a great year it was and how enjoyable it has been on Council and commended and thanked Manager Goodroe for his work.

Manager Goodroe gave a Manager's update which included the announcement that Michelle Frechette has been promoted to executive assistant among her other duties and Amanda Stang has been hired full time for the office position and that she will also be getting certified as a Deputy Clerk, noted that a proposal for new computers will be coming to Council for review at their next meeting, noted he will be working on a part time Community and Economic Development Coordinator position, noted the employee appreciation and recognition dinner went well, noted how great the Christmas parade was and how well it was attended, and commented on the Santa Train event and how well the Gathering Place worked for the event. In addition, Manager Goodroe commented on how busy the community is and his amazement at the amount of local activity going on.

DPW Superintendent Killackey noted the lights at the top of the City Christmas tree were done and thanked Dalton Worthy for the donation of his time and equipment and his work on the tree.

* * * * *

Mayor Pro Tem Jackson adjourned the meeting at 6:43 pm.

Mike Jackson, Mayor Pro Tem

John Dantzer, Clerk

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD MONDAY, DECEMBER 16, 2019.

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

Present: Mayor Pro Tem Jackson, Council Members Bennett, Powley, Pugh, Zimmerman.

Absent: Mayor Frechette, Council Member Weiler

Other officers present: City Manager Goodroe, Clerk/Treasurer Dantzer, DPW Superintendent Killackey, Chief Walters, Deputy Clerk/Treasurer Frechette, Deputy Clerk Stang, and Planning Vice Chair David.

Council approved bills in the amount of \$75,031.73.

Council approved a tavern license for Bucilli's Pizza

Council approved an updated zoning ordinance with an addition added to the sign permit section noting "sign height is the vertical distance measured from the ground immediately beneath the sign to the highest point of the sign or its projecting structure

Council approved resolution 19-22, a budget amendment.

Council approved resolution 19-23, a resolution authorizing the issuance of a refunding bond.

Council approved resolution 20-01, to adopt the time and place of the 2020 meetings.

Council approved an MDOT performance resolution to name authorized people to apply for right of way work.

Council approved resolution 19-24, a budget amendment.

Council excused Mayor Frechette and Member Weiler from the meeting.

Council approved the minutes and summary from the meeting held December 2, 2019.

Council received and filed the treasurer's report and investment summary; the minutes from the Board of Review meeting held December 9, 2019, and the November Police Report.

Communications were shared.

Council approved an appointment of Anthony Bair to the DDA and reappointments of Mark Dantzer, Charlie Elliot, and Heather Neuhaus to the IDC Board.

Mayor Pro Tem Jackson, Council Members Bennett, Pugh, Zimmerman, Manager Goodroe, and Superintendent Killackey gave reports.

Mayor Pro Tem Jackson adjourned the meeting at 6:43 pm.

Consent Agenda

Bank Code		Beginning Balance 12/01/2019	Total Debits	Total Credits	Ending Balance 12/31/2019
Fund	Description				
GEN1	GEN1 - GENERAL CHECKING				
101		997,808.11	54,641.32	146,628.22	905,821.21
150	CEMETERY PERPETUAL CARE	27,370.11	0.00	0.00	27,370.11
209	CEMETERY FUND	9,999.74	1,193.61	1,045.31	10,148.04
248	DDA OPERATING FUND	105,895.03	13,885.46	925.47	118,855.02
251	INDUSTRIAL PARK FUND	(29,526.58)	0.00	166.67	(29,693.25)
276	HOUSING RESOURCE FUND	220,251.49	1,766.92	0.00	222,018.41
318	SEWER DEBT FUND	115,353.58	28,781.89	467.32	143,668.15
319	WATER DEBT FUND	43,855.13	6,342.59	1,626.58	48,571.14
571	COLLECTION REPLACEMENT FUND	31,101.23	0.00	0.00	31,101.23
572	PLANT REPLACEMENT FUND (R&I)	238.88	0.00	0.00	238.88
590	SEWER FUND	304,455.61	32,419.81	53,615.17	283,260.25
591	WATER FUND	486,360.31	41,243.78	11,452.89	516,151.20
592	WATER REPLACEMENT FUND	284,017.56	0.00	0.00	284,017.56
593	SEWER COLLECTION	88,179.75	7,171.60	3,506.82	91,844.53
561	EQUIPMENT FUND	52,174.86	14,891.05	9,143.79	57,922.12
704	PAYROLL CLEARING	25,202.65	84,226.80	125,055.98	(15,626.53)
705	IRONS PARK ENTERTAINMENT FUND	2,279.47	0.00	0.00	2,279.47
707	YOUTH SAFETY PROGRAM	2,047.15	6,000.00	6,000.00	2,047.15
714	RECYCLING CENTER	9,432.88	1,014.49	753.60	9,693.77
	GEN1 - GENERAL CHECKING	2,776,496.96	293,579.32	360,387.82	2,709,688.46
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	395,246.77	20,190.30	32,571.37	382,865.70
203	LOCAL STREET FUND	262,452.95	10,321.78	3,564.40	269,210.33
	MAJOR/ LOCAL STREETS	657,699.72	30,512.08	36,135.77	652,076.03
PAY	PAYROLL				
704	PAYROLL CLEARING	9,072.19	125,055.98	79,676.33	54,451.84
	PAYROLL	9,072.19	125,055.98	79,676.33	54,451.84
CHEM	SAVINGS				
101		437,252.42	0.00	0.00	437,252.42
150	CEMETERY PERPETUAL CARE	1,678.86	0.00	0.00	1,678.86
251	INDUSTRIAL PARK FUND	20,932.95	0.00	0.00	20,932.95
571	COLLECTION REPLACEMENT FUND	2,387.91	0.00	0.00	2,387.91
591	WATER FUND	26,353.59	0.00	0.00	26,353.59
592	WATER REPLACEMENT FUND	19,744.56	0.00	0.00	19,744.56
593	SEWER COLLECTION	788.78	0.00	0.00	788.78
561	EQUIPMENT FUND	103,426.96	0.00	0.00	103,426.96
714	RECYCLING CENTER	1,044.36	0.00	0.00	1,044.36
	SAVINGS	613,610.39	0.00	0.00	613,610.39
TAX	TAXES				
701	TAX AGENCY	21,140.78	308,199.87	80,064.91	249,275.74
	TAXES	21,140.78	308,199.87	80,064.91	249,275.74
	TOTAL - ALL FUNDS	4,078,020.04	757,347.25	556,264.83	4,279,102.46

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
 FROM 12/01/2019 TO 12/31/2019
 FUND: ALL FUNDS
 INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 12/01/2019	Total Debits	Total Credits	Ending Balance 12/31/2019
Fund 101					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	150,000.00	0.00	0.00	150,000.00
		<hr/> 250,000.00	<hr/> 0.00	<hr/> 0.00	<hr/> 250,000.00
Fund 150 CEMETERY PERPETUAL CARE					
004.300	CERTIFICATE OF DEPOSIT C	114,701.74	0.00	0.00	114,701.74
004.400	CERTIFICATE OF DEPOSIT D	115,271.06	0.00	0.00	115,271.06
	CEMETERY PERPETUAL CARE	<hr/> 229,972.80	<hr/> 0.00	<hr/> 0.00	<hr/> 229,972.80
Fund 251 INDUSTRIAL PARK FUND					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	INDUSTRIAL PARK FUND	<hr/> 200,000.00	<hr/> 0.00	<hr/> 0.00	<hr/> 200,000.00
Fund 661 EQUIPMENT FUND					
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	EQUIPMENT FUND	<hr/> 250,000.00	<hr/> 0.00	<hr/> 0.00	<hr/> 250,000.00
	TOTAL - ALL FUNDS	<hr/> 929,972.80	<hr/> 0.00	<hr/> 0.00	<hr/> 929,972.80

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

Present: Craig Scott, Mike Jackson, Brad Neubecker, Frank Goodroe, Terry Hodges and Gary Klacking. Also in attendance were Ben Evergreen, W. B. Airport Manager.
Absent – Paul Frechette

Motion by Jackson, second by Scott the minutes of the October 16, 2019 meeting be approved as noted. Voice vote. Ayes – all. Motion carried. [11-1-#1]

Motion by Motion by Goodroe, second by Klacking, claims in the amount of \$33,870.49 be approved for payment. Voice vote. Ayes – all. Motion carried. [11-1-#2]

Ben Evergreen, Airport Manager, gave the financial report. The total in the Chemical Bank Checking account is \$323,081.84. Ben stated we are in very good financial condition. **Motion by Goodroe, second by Neubecker, the West Branch Community Airport Board accept the November 2019 financial report. Voice vote. Ayes – all. Motion carried. [11-1-#3]**

Greg and Diane Gaylor representing Gaylor Insurance discussed the airport's insurance coverage with the board. Mr. Gaylor stated airport insurance rates are significantly increasing. Our rate is locked in for now; however, it will increase next year. Gaylor's will provide quotes for expanded insurance coverage, i.e. cyber security, environmental concerns, etc.

Ben provided an update on the recent MAP meeting he attended. We have been given the green light on the T Hangar project. The airport may need to "front end" \$80,000 to \$100,000 to get the project started 2020. This money would be reimbursed within a year's time.

Ben stated the M4000 self-contained fueling console has arrived. He discussed types of weather protective enclosures for the unit. The units are aluminum with plexi-glass panels. **Motion by Goodroe, second by Neubecker, the Airport Board authorize airport manager Evergreen and board member Jackson to negotiate the purchase of a fixed, aluminum shelter for less than \$5,000. Voice vote. Ayes – all. Motion carried. [11-1-#4]** Ben will research rolling staircases for use at the airport.

Ben presented new information related to the airport runway signage. He acquired a quote for a "Lumacurve" sign. The signs are internally lit with LEDs. Electrical feed is in place for the signage. **Motion by Neubecker, second by Jackson, the Airport Manager is authorized to purchase Lumacurve signage as presented for a cost of \$8,225.03. Voice vote. Ayes – all. Motion carried. [11-1-#5]**

Ben informed the board the airport laptop computer is nearing the end of its useful life. He will work with the County of Ogemaw I.T. Director, Tom Spencer, to determine computer specifications. **Motion by Scott, second by Jackson, the Airport Board authorize the Airport Manager to purchase a computer up \$1,200.00. Voice vote. Ayes – all. Motion carried. [11-1-#6]**

Motion by Scott, second by Neubecker, the Airport Board approve the Mead and Hunt invoice in the amount of \$8,2161.65. The invoice is for ALP engineering work. Voice vote. Ayes – all. Motion carried. [11-1-#7]

There being no further business to discuss, Chairman Hodges adjourned the meeting at 1:35 p.m.

Minutes by Gary R Klacking, Airport Board Secretary

WEST BRANCH AREA WASTEWATER TREATMENT PLANT AUTHORITY

A regular meeting of the West Branch Area Wastewater Treatment Plant Authority was held on Tuesday, September 17, 2019 at the West Branch City Hall.

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

Present: Frank Goodroe, City of West Branch; Denis Stephens, Ogemaw Township; Dan Weiler, City of West Branch and Jim Morris, West Branch Township.

Absent: Paul Frechette, City of West Branch

Others in attendance: John Dantzer, Secretary/Treasurer, WWTP Superintendent Dan Robb, DPW Superintendent Mike Killackey, and Kevin Elliot

* * * * *

Motion by Goodroe, Second by Stephens, to add the updates to the general liability policy and approval of the Diebold bond insurance payment to the agenda

Yes –Goodroe, Morris, Stephens, Weiler

No – None

Absent – None

Motion carried

* * * * *

Kevin Elliot of Diebold Insurance went over the updates to the Treatment Plant's insurance package including cyber liability as well as the coverages included in the package. The Authority discussed their insurance packages and insurance concerns. It was the consensus to have Mr. Elliot get a copy of everyone's insurance and the updated agreement draft and then meet again to go over the coverages and agreement.

* * * * *

Motion by Goodroe, Second by Stephens, to approve the endorsement of the commercial package policy to increase the personal property limits to \$365,000.00.

Yes –Goodroe, Morris, Stephens, Weiler

No – None

Absent – None

Motion carried

* * * * *

Motion by Goodroe, Second by Stephens, to approve the bond invoice to Diebold in the amount of \$981.00.

Yes –Goodroe, Morris, Stephens, Weiler

No – None

Absent – None

Motion carried

* * * * *

Motion by Goodroe, Second by Stephens, to approve the commercial package endorsement invoice to Diebold in the amount of \$20.

Yes –Goodroe, Morris, Stephens, Weiler No – None Absent – None

Motion carried

* * * * *

Motion by Stephens, Second by Morris, to approve the Diebold Invoice in the amount of \$3,232.00 for the quarterly insurance package.

Yes –Goodroe, Morris, Stephens, Weiler No – None Absent – None

Motion carried

* * * * *

Motion by Goodroe, Second by Weiler, to approve Resolution 19-01

RESOLUTION #19-01

WHEREAS, the percentage of ownership for each municipality is determined by the total gallons of usage based on a calendar year starting July 1, 2019 to June 30, 2020; and

WHEREAS, the budget is approved before June 30, 2019 and was therefore based on the percentage of ownership as determined by the usage percentages as of June 30, 2018; and

WHEREAS, the 2019-2020 percentages have been calculated and have changed since last fiscal year, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch Area Wastewater Treatment Plant Authority hereby adopts the following budget amendments:

	BUDGET	AMENDED
REVENUE		
625.100 Sewer Debt Revenue – City of West Branch	328,950	333,030
625.200 Sewer Debt Revenue-West Branch Township	140,760	135,150
625.300 Sewer Debt Revenue-Ogemaw Township	40,290	41,820
674.100 Contribution – City of West Branch	13,160	13,060
674.200 Contribution – West Branch Township	5,160	5,300
674.300 Contribution – Ogemaw Township	1,680	1,640

TOTAL REVENUE	530,000	530,000
EXPENDITURES		
TOTAL EXPENDITURES	530,000	530,000
ANTICIPATED CARRY OVER	0	0

Yes –Goodroe, Morris, Stephens, Weiler No – None Absent – None

Motion carried

* * * * *

Motion by Goodroe, Second by Morris, to approve the minutes from the meetings held June 18, 2019.

Yes –Goodroe, Morris, Stephens, Weiler No – None Absent – None

Motion carried

* * * * *

The Authority went over an updated draft to the Treatment Plant Authority agreement. The members went over their concerns and made suggested changes.

Manager Goodroe went over a pay increase for Superintendent Robb.

Superintendent Robb gave the Authority Board an update on the treatment plant including repairs and its general operations.

* * * * *

The Treasurers Report was submitted to the Board. It was the consensus of the Board to accept the Treasurer's report.

* * * * *

Chairman Stephens adjourned the meeting at 5:30 pm.

REGULAR MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY
HELD AT THE WEST BRANCH CITY HALL AT 121 N. FOURTH ST. ON TUESDAY,
NOVEMBER 25, 2019.

Chairperson Samantha Fabbri called the meeting to order at 12:02 pm.

Present: Members Joanne Bennett, Joe Clark (arrived at 12:05), Samantha Fabbri, Autum Hunter, Sandy Rabidue (arrived at 12:15), Ken Walters, (arrived at 12:23) and Cathy Zimmerman.

Absent: Members: Erin Resteiner (attended by phone from 12:14 to 1:05)

Others present: Clerk Clerk/Treasurer John Dantzer, City Manager Frank Goodroe

* * * * *

Mallory Bower of the Historic Preservation Organization gave a historic downtown registry presentation.

* * * * *

MOTION BY FABBRI, SECOND BY CLARK, TO EXCUSE MEMBER ERIN RESTEINER FROM THE MEETING AS WELL AS THE OCTOBER 22 MEETING.

Yes – Clark, Cozad, Fabbri, Hunter, Walters, Zimmerman

No – None Absent – Resteiner Motion carried.

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MOTION BY FABBRI, SECOND BY CLARK, TO APPROVE THE MINUTES FROM THE MEETING HELD OCTOBER 22, 2019.

Yes – Clark, Cozad, Fabbri, Hunter, Walters, Zimmerman

No – None Absent – Resteiner Motion carried.

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MOTION BY FABBRI, SECOND BY RABIDUE, TO ACCEPT THE RESIGNATION OF MIKE COZAD.

Yes – Clark, Cozad, Fabbri, Hunter, Walters, Zimmerman

No – None Absent – Resteiner Motion carried.

* * * * *

Anthony Bair of McLaren Health of West Branch introduced himself to the Board.

**MOTION BY FABBRI, SECOND BY BENNETT, TO RECOMMEND ANTHONY BAIR
TO THE DDA BOARD**

Yes – Clark, Cozad, Fabbri, Hunter, Walters, Zimmerman

No – None

Absent – Resteiner

Motion carried.

* * * * *

The Board discussed the gathering place including the possibility of Marcia Doss doing some metal work.

Member Rabidue discussed the winter green displays.

Manager Goodroe discussed downtown banners including the Veteran banner program.

The Board discussed downtown parking issues.

Member Fabbri discussed upcoming training opportunities.

Member Hunter noted the lights in the alley by Sun and Spa weren't working.

Member Rabidue displayed the windows signs that can be used for vacant buildings.

Member Rabidue gave a treasurers report and the Board discussed the need to budget for future trainings.

Member Walters asked about seasonal banners and the Board discussed options.

City Manager Goodroe discussed holiday decorations, the Santa Train decorations, the conclusion of the Rising Tide initiative and the changing of the program to West Branch Rising, EDC issues, and upcoming City events.

* * * * *

Chairperson Fabbri adjourned the meeting at 1:50 pm.

<u>CODE ENFORCEMENT</u>		<u>December 2019</u>	<u>OUTCOME</u>
<u>Date</u>	<u>Address</u>	<u>Violation</u>	
12/2/2019	347 N. 3rd	Blight/misc debris	Pending
12/2/2019	243 N Burgess	Blight	Pending
12/3/2019	347 N 3rd	Debris in right of way/road	Pending
12/4/2019	347 N 3rd	Notice of Violation	Pending
12/4/2019	243 N Burgess	Property Mgt - discussion/solution?	Pending
12/5/2019	243 N Burgess	Release of Information	Pending
12/6/2019	243 N Burgess	Forward past notices/pics to Prop Mgt	Pending
12/10/2019	347 N 3rd	recheck - blight	pending
12/10/2019	243 N Burgess	Notice of Violation	Pending
12/12/2019	S. Valley - Foster Oil	Meeting at City Hall	Pending
12/26/2019	243 N Burgess	Recheck	Pending
12/26/2019	S Valley Foster Oil	Email update	Pending
12/26/2019	243 N Burgess	Citation issued	Pending

Communications

WEST BRANCH COMMUNITY AIRPORT

2019 Year in Review

Increased Traffic

Aviation operations as measured by fuel sales increased by 12% this year. The largest portion of this year's increase was jet traffic (25%). Piston aircraft accounted for a (5%) increase. This increase helps us demonstrate growing demand for our facility when applying for federal and state grants.

Increased Revenue

Acquisition of an aviation fuel concession has provided a new revenue source this year, producing \$42,827.91 in additional airport generated revenue.

A timber harvest project this year has been a dual-purpose success, clearing obstructions from protected areas of airspace serving the runways and also generating \$38,541.61 in revenue.

Overall airport generated revenue was up from the previous year by over 275%, (from \$44,523.12 to \$122,898.43)

Major projects undertaken this year include:

Continuation of our ALP (master plan) update, including major property survey and marking projects has proceeded throughout the year.

Large portions of our runway approaches have been cleared this year during the timber harvest operations mentioned above as well as an obstacle removal project on an airport owned easement.

Engineering and site survey work has been started on a T-Hangar construction project that would produce hangar space for six additional aircraft to be based at our airport.

Update of filtration and water defense systems on Jet Fuel tanks has been accomplished, bringing us up to date with best practices relating to Jet fuel filtration, and the purchase of a new self-serve fuel terminal brings us up to date on credit card processing and security requirements.

The purchase of new LED runway and taxiway signage (to be installed next year) should save electricity and bring us up to date regarding aircraft impact and frangibility standards for signage.



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

Reports

Mayor

Council

City Manager

**Public
Comment
-Any
Topic**

Adjournment