

-- 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, NOVEMBER 4, 2019, BEGINNING AT 6:00 P.M.

PLEASE NOTE: All guests and parties in attendance are asked to sign in if they will be making any comments during meetings, so that the City Clerk may properly record your name in the minutes. Public comments are limited to 3 minutes in length while matters from the floor are limited to 10 minutes, 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
 - A. At 6:05pm - 425 agreement with Ogemaw Township
- V. Additions to the agenda
- VI. Public Comment on Agenda Items Only (limited to 3 minutes)
- VII. Scheduled Matters from the Floor
 - A. County Commissioner Bruce Reetz – County update
- VIII. Bids
 - A. City Developer
- IX. Unfinished Business
 - A. City Prosecuting Attorney contract
- X. New Business
 - A. Bills
 - B. Approval to purchase \$15,000 in meters
 - C. Schedule Council Open House/ Chamber connection

- D. Acceptance of census grant and authorization to sign
- XI. Approval of the minutes and summary from the meeting held October 21, 2019
- XII. Consent Agenda
 - A. Treasurer's report and investment summary
 - B. Minutes from the DDA meeting held September 24, 2019
- XIII. Communications
 - A. Census information
- XIV. Reports and/or comments
 - A. Mayor
 - B. Council
 - C. Manager
- XV. Public comment any topic
- XVI. Adjournment

UPCOMING MEETINGS

November 12- Project Rising Tide – 10:00
November 12 – Planning Commission 6:00
November 19- Mainstreet Presentation – 6:00
November 25 – Council Meeting 6:00
November 26 – DDA Meeting 12:00

Call to Order

Roll Call

**Pledge of
Allegiance**

Public Hearings

NOTICE OF PUBLIC HEARING

The West Branch City Council will hold a public hearing on Monday, November 4, 2019 at 6:05 p.m. in the Council Chamber of City Hall, 121 N. Fourth St. The purpose of the hearing is to take public comment on a proposed PA 425 agreement between Ogemaw Township and the City of West Branch pertaining to property located on the west side of M-30 behind the Brook assisted living facility. Any questions concerning this public hearing can be directed to West Branch City Hall at (989) 345-0500.

John Dantzer
West Branch City Clerk

SCHICK HOUSING PROPERTY 425 AGREEMENT

Agreement made this __ day of _____, 2019, by and between the City of West Branch, a Michigan Municipal Corporation of 121 N 4th Street, West Branch, Michigan (hereinafter CITY) and the Township of Ogemaw, Ogemaw County a Michigan General Law Township, of 1990 Gray Road, West Branch, Michigan (hereinafter TOWNSHIP).

WITNESSETH:

WHEREAS, certain areas within TOWNSHIP adjacent to the CITY as more particularly hereinafter described, are in need of blight remediation and development, and

WHEREAS, the development of this property would promote economic progress within both the CITY and TOWNSHIP by increasing the probability of such development and the creation of additional employment and tax base as well as cash flow within both the CITY and TOWNSHIP, and

WHEREAS, the CITY has in existence the ability to handle blight remediation and development opportunities to this property and is willing to provide such services under the terms and conditions of the within contract, and

WHEREAS, the CITY and the TOWNSHIP have reviewed the provisions of Act 425 of 1984 [CL 124.21 etc.; MSA 4.4087(21, etc.)], Act 35 of 1951, as amended (CL 124.1, etc.; MSA 5.4081), and Act 8 of 1967 [(Extra Session) CL 124.531, etc.; MSA 5.4087(1, etc.)] pertaining to interlocal agreements, intergovernmental transfers of functions and responsibilities, and transfers of property for economic development projects and consider them useful and applicable to the purposes of the within agreement.

NOW THEREFORE pursuant to the authority contained in the Michigan Public Acts and in consideration of the covenants and conditions hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The "area" within the TOWNSHIP described below and made a part hereof, is hereby transferred from the jurisdiction of the TOWNSHIP to the jurisdiction of the CITY, subject to the terms and conditions of this Agreement.

Parcel 65-011-025-024-58

Real Property described as: Parcel B: Part of the North 1/2 of the Southeast 1/4 of Section 25, Town 22 North, Range 1 East, described as: Commencing at the East 1/4 corner of said Section 25; thence North 86°40'32" West along the East-West 1/4 line, 1156.50 feet to the Point of Beginning; thence continuing North 86°40'32" West along said East-West 1/4 line 1525.60 feet to the North-South 1/4 line; thence South 00°13'44" West, along said North-South 1/4 line, 1307.91 feet to the South 1/8 line; thence South 86°33'06" East, along said South 1/8 line, 558.35 feet; thence North 00°12'14" East, parallel with said East section line, 450.00 feet; thence South 86°33'06" East, parallel with said South 1/8 line, 968.00 feet; thence North 00°12'14" East, parallel with said East section line. 861.25 feet back to the Point of Beginning. TOGETHER WITH AND SUBJECT TO a 66.00 foot wide easement for ingress/egress and the installation and maintenance of public utilities with the South and East line described as: Beginning South 00°12'14" West, along the East section line 521.55 feet from the East 1/4 corner of Section 25, Town 22 North, Range 1 East; thence North 86°33'06" West, parallel with the South 1/8 line, 1156.64 feet; thence South 00°12'14" West, parallel with said East section line, 342.21 feet to the Point of Ending.

2. Upon the transfer the CITY agrees to make available all CITY services now available to residents and property owners within the CITY, in the same manner and subject to the same conditions, limitations

and fees applicable to residents within the CITY. Any construction or improvements to furnish such services shall be performed by the CITY within a reasonable time and under conditions and limitations as are applicable for similar construction and improvements throughout the City.

3. Upon the transfer the CITY shall have full authority and municipal jurisdiction over said property in the same manner as though the property were unconditionally a part of the CITY, including, but not limited to, the right and power of taxation, levy of special assessments, police and fire protection responsibility and all CITY ordinance enforcement authority.
4. During the period of this agreement, CITY shall pay from tax revenues to TOWNSHIP \$2.00 per \$1,000 of Taxable Value of said territory on any and all taxable property located thereon (real and personal property) through the year 2021 and \$3.00 per \$1,000 of same Taxable Value thereafter. The CITY shall also pay from tax revenues to TOWNSHIP \$3.88 per \$1,000 for Road Bond Repayment Obligation through the year 2021. The City shall also pay from tax revenues to TOWNSHIP for DDA obligations \$1.00 per \$1,000 of same Taxable Value. All payments shall be made by the CITY to the TOWNSHIP within 30 days after the receipt of the same and shall be accompanied by the calculations pertinent thereto. It is understood and agreed between the parties that the foregoing payments are for the purpose of compensating the TOWNSHIP for lost revenues resulting from the transfer of the property to the CITY.
5. No other division of assets or liabilities between the CITY and TOWNSHIP shall result or be required because of this agreement.
6. This agreement shall continue in effect until ____, 2069, at the end of which period said real estate shall be transferred to the CITY to remain a part of its jurisdiction upon agreement of both parties, or an additional agreement is agreed upon for the renewal of an additional 50 years. If an agreement cannot be reached, this agreement shall remain in effect year by year until a mutual agreement can be reached.
7. The Township Board and the City Council shall hold at least one public hearing within its jurisdiction upon the within Agreement before executing the same, preceded by notice complying with the requirements of the Michigan Open Meetings Act.

IN WITNESS WHEREOF the parties hereto have executed the within Agreement the day and date first above written.

Signed in the presence of:

CITY OF WEST BRANCH

TOWNSHIP OF OGEMAW

By: _____
Paul Frechette, Mayor

By: _____
Denis Stephens, Supervisor

By: _____
John Dantzer, Clerk

By: _____
Tracy Tuner, Clerk

Additions to the Agenda

Public Comment -Agenda Items

Scheduled Matters from the Floor

Bids



Request for Developer Qualifications (RFQ)

The City of West Branch offers 35.8 acres
for sale for residential opportunities
directly off of M-30



Asking Price: \$250,000

1.

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Development Opportunity

The City of West Branch, Michigan seeks developers for a city-owned property located off of M-30. The 35.8 acre vacant parcel provides a unique development opportunity for new-build housing projects in the midst of a thriving community. The site is not far from downtown, is close to schools, Irons Park, and the hospital. Irons Park is complete with walking trails, tennis courts, basketball courts, pickleball courts, and children's playground

The City of West Branch preferred development for this site would:

- Create new, for-sale residential options in a combination of:
 - Single Family-Small Lots, Single Family-Large Lots, Duplexes & Townhome Designs
 - Multi family apartments



The City of West Branch's asking price is \$250,000. Price reduction considerations may be made in support of an ideal development plan. Interested development teams are invited to submit qualifications to the City by 2pm Tuesday, October 1, 2019; please refer to page 7 for submittal details.

This property is located in a U.S. Department of Treasury designated Opportunity Zone.



Site Context: West Branch, Michigan

West Branch, is a small community of approximately 2,000 people in northeast Michigan. West Branch is located off of I-75 and is centralized in proximity to Bay City, Saginaw, Midland, and Grayling. Nearby assets include:

- **Senior & Higher End Residential Neighborhoods.** There are a variety of senior assisted living complexes including but not limited to the Brook, Horizon Senior Living and the Villas in the immediate vicinity of the project site. In addition, higher end single family residential neighborhoods are continuing to grow in this area.
- **Ogemaw Heights High School, Surline Middle and Elementary Schools, and Peter Pan Preschool** are less than a mile away from this property, serving students from West Branch and the surrounding area with an excellent education.
- **Irons Park.** Irons Park is a gathering place for West Branch residents of all ages, including a one of a kind wooden playground, basketball courts, tennis courts, pickleball courts, and in the winter an ice skating rink and sledding hill. There are two pavilions in the park and it is also the home to our Music in the Park Thursday night concerts.

West Branch has a diverse labor market including a rapidly growing medical field which included the expansion of the Mid-Michigan Hospital and the construction of the McLaren Medical Facility, retail, small businesses, and manufacturing fields. Some of the larger manufacturing companies include **Hyperion** and **Wassau Supply**.

This site is in close proximity to the community amenities mentioned above. With all of the neighborhoods, parks, and schools less than a few minute drive away, the heart of downtown only one mile. This site provides access to all West Branch has to offer.



Site Vision



The City of West Branch is seeking site concept proposals of townhomes, condominiums or other types of residential development projects that will fit the project site that is proposed. The homes in the image above are examples of the type of residential development that the City feels would fit this site well. The City of West Branch is open to variations in architectural designs and site development concepts.

Market Conditions

Residential Market Potential

There are two housing studies that have focused on the West Branch market. The first study was a Target Market Analysis financed by MSHDA and performed by Land Use | USA. The second housing study was financed by MEDC and performed by Community Research Services, LLC. The results of each study are summarized below.

Ogemaw County / West Branch Residential Target Market Analysis	West Branch Housing Market Assessment
Missing Middle Housing Formats show need and desire for new-builds of upscale apartments, townhouses and condominiums	Approximately 40 units of 40 units initially (with future phases) of market rate garden apartments and townhouses. Rental rates (2018) at \$850 1-BR and \$1,050 2-BR.
Over a 7-year period, there is a potential to grow from 281 townhomes to 798 townhomes in the City of West Branch.	Single family or duplex structures with attached garages targeted for couples and small families. Price point (2018) between \$160,000 and \$195,000.
Preference for moderate target markets are townhomes, condominiums, and apartment complexes to serve a county with a median income of \$44,373.	Senior, independent living units. Approximately 20 apartment units. Suggested structure mix includes duplex or four-plex with attached garages. Price points (2018) between \$1,200 1-BR and \$1,395 2-BR.

Sales figures compiled by the Branch County Association of Realtors confirm strong demand in the City of West Branch submarket, with a 2018 average sale price of \$131,600 which is higher than the previous two years.

2018 saw the opening of the Aldis food market along with plans being submitted for a new O'Reileys Auto Parts, Culvers, and Meijer. In addition, other recent industrial expansion or relocation announcements to West Branch have resulted in another 200 plus jobs for a total of over 1,000 new jobs being brought to the community.

Development Process

Upon selection of a qualified developer, the City of West branch anticipates entering into a letter of intent/pre-development agreement to allow for due diligence activities and completion of a final development agreement. The city expects this pre-development agreement to be in effect for six months or until a final development agreement is reached.

Master Plan and Zoning

Master Plan:

The City of West Branch just recently adopted an updated master plan in the spring of 2019. The plan was built around a housing market analysis. The housing market analysis identified a critical need for additional housing while affirming the City's commitment to providing a variety of residential choices which are safe and stable and meet the needs of all of the city's residents. Critical to this effort is the prioritization of infill development on land already well-served by utility and transportation infrastructure and located near public facilities. The City of West Branch is further committed to providing a variety of first-rate city-wide recreational amenities easily accessible to every neighborhood through pedestrian and bicycle networks.

Zoning:

The City of West Branch recently updated its zoning ordinance in the spring of 2019. The 35.8 acre site is currently zoned Multi Family Residential District.

Land Use approval process. The City's zoning code also provides for the rezoning of property through a Planned Unit Development designation process as well that would holistically consider the proposed development based upon the submission of an approved plan.

Utilities

The site is served by public streets to the east (M-30.). Full access to utilities is provided from this street.

- Streets, Storm, Water, Sewer: City of West Branch
- Telecommunications: Spectrum Telecommunications
- Electric: Consumers Energy
- Natural Gas: Michcon

Infrastructure including roads, sewer, water, and power will be ran to the property at the City's expense. Infrastructure within the development will be the responsibility of the developer with the opportunity to have the City takeover the maintenance of those if they are installed to City specifications.

Redevelopment Ready Community

The City of West Branch is pursuing certification as a Redevelopment Ready Community (RRC) by the Michigan Economic Development Corporation. The RRC certification recognizes the City's development regulations and processes as up-to-date, clear, and predictable, as determined by a rigorous external assessment.

Available Incentives

- Reduction in land purchase price. This may be considered in support of an excellent development proposal.
- Michigan Community Revitalization Program. Grants or loans may be applicable to the subject site and the City will support an application to the MEDC if the project qualifies.

Selection Process and Criteria

The City of West Branch will review and evaluate all complete proposals in response to this RFQ to identify and engage with qualified developers. An initial response to this RFQ must include the following information:

Letter of Interest: Provide a letter identifying the development team and providing a brief description of the team's vision for the site.

Concept plans or renderings.

Development Experience/Portfolio: Provide a short description of past projects of a similar nature completed by the development team (up to 10 pages). Include a description of the projects, cost, completion date, and references.

Resume: For firm and lead team members

The City of West Branch may seek additional information upon receipt of a development proposal. The RFQ and responses should not be considered a legally binding agreement. Upon selection of a qualified development team, the City of West Branch will enter into a pre-development agreement including purchase price, due diligence period, and other terms.

Proposal Format

All submissions should be addressed to the City of West Branch, ATTN: John Dantzer, City Clerk, 121 N. Fourth St., West Branch, MI 48661. Two copies of the RFQ and one electronic copy should be submitted.

Contacts & Questions

Frank Goodroe
City Manager
121 N. Fourth St.
West Branch, MI 48661
989-345-0500
citymanager@westbranch.com

Schedule for Review & Selection

Proposal Submission to City:	October 30, 2019
Internal Review by City:	November 4, 2019
Developer Negotiation:	Week of November 11, 2019
City Council Selection:	November 18, 2019

Thank you.



B R i
Beckett&Raeder

**City of West Branch, Michigan
Letter of Intent
October 1, 2019**

**Mr. John Dantzer
City Clerk
121 N. Fourth St.
West Branch, MI 48661**

Re: RFQ for 35.8 acres of vacant land in the City of West Branch, Michigan.

Mr. Dantzer:

This Letter of Intent confirms that the undersigned will be an entity to be named under a Michigan Limited Liability Company ("Purchaser"), is interested in acquiring the Property, from the owner thereof ("Seller"), upon and subject to the following general terms and conditions:

- 1. Purchase Price:** The purchase price of the Property (the "Purchase Price") shall be \$125,000.00 (One Hundred Twenty Five Thousand Dollars and 00/100 Cents).
- 2. Method of Sale:** Land contract with the City of West Branch Michigan. Terms to be negotiated. The City of West Branch agrees to provide water and sewer hookups and utility hookups prior to construction of the project. This includes all connections, hydrants, grinder pump stations and restoration.
- 3. Deposit:** Within 5 business days after full execution of a purchase agreement memorializing the transaction contemplated herein (the "Purchase Agreement"), the sum of \$1,500 (the "Deposit") shall be deposited by the Purchaser into escrow with Mt. Pleasant Abstract and Title (the "Title Company"). The deposit becomes non-refundable, but applicable to the Purchase Price after the Initial Contingency Period.
- 4. Title:** Seller shall furnish to Purchaser, at Seller's cost and expense, a current title insurance commitment (the "Title Commitment") for the Property (and the title policy subsequent to Closing) issued by the Title Company in the amount of the Purchase Price. The final legal description of the Property shall be determined by the survey, if any, obtained by Purchaser.

- 5. Due Diligence:** Purchaser shall have a 120 day due diligence period (the "Contingency Period") to (a) inspect and satisfy itself with all elements of the Property, and (b) obtain all necessary approvals from the applicable governmental authorities for Purchaser's intended use of the Property. Notwithstanding the foregoing, Purchaser may extend the Contingency Period by three (3) additional sixty (60) day periods (the "Extension Periods") for \$1,000 ("Extension Fees") by providing written notice to Seller that the Purchaser is extending the Contingency Period (the "Extension Notice") prior to the expiration of the contingency period. The Extension Fee is non-refundable, but applicable to the purchase price.
- 6. Cooperation of Seller:** From and at all time prior to the Closing, Seller agrees to fully cooperate with and assist Purchaser in obtaining the Approvals.
- 7. Seller Documents:** Within 3 business days after full execution of the Purchase Agreement, Seller agrees to deliver to Purchaser for Purchaser's use, and at no charge to Purchaser, copies of all documents in Seller's possession or control with respect to the Property or Seller's use thereof, and such other information and documents as may be reasonably requested by Purchaser.
- 8. Closing:** The closing of the subject transaction (the "Closing") shall occur not later than 30 days after the expiration of the Contingency Period and the satisfaction of all other conditions to closing.
- 9. Confidentiality:** The terms and conditions of this Letter of Intent are confidential and may not, be communicated or disclosed by either party hereto, except to such party's attorneys, accountants and representatives who have an actual need to know such terms and conditions for the purposes contemplated herein, but only on the condition that all such persons agree to be bound by these confidentiality provisions.

The foregoing is intended to provide a general outline of the basic terms and conditions upon which Purchaser would be willing to acquire the Property. It is understood that the Purchase Agreement shall be subject to approval by all parties. Except for the provisions of the following paragraph, no party shall be bound to any agreement unless and until a Purchase Agreement, approved by counsel for all parties, has been executed by all parties.

The parties agree to negotiate in good faith to attempt to finalize and enter into a Purchase Agreement within 30 days on the terms and conditions set forth above. Seller agrees not to negotiate with Third Parties or accept any so called "back-up offers" during the term of this Letter of Intent.

If the foregoing terms and conditions are acceptable, please so indicate by signing this Letter of Intent in the space provided below and returning the same to the undersigned as soon as possible. Upon our receipt thereof, I will have our attorney prepare a draft of the Purchase Agreement for you review and comments.

Thank you for your consideration of this proposal. We look forward to working with you on this transaction.

Sincerely,

A handwritten signature in black ink, appearing to read "Bart N. Blystone", written over a horizontal line.

Bart N. Blystone

Agreed to and accepted by Seller:

Dated:

**City of West Branch, Michigan
Request for Developer Qualifications (RFQ)
October 1, 2019**

**Mr. John Dantzer
City Clerk
121 N. Fourth St.
West Branch, MI 48661**

Summary of Proposal:

The following proposal is for a multifamily housing development project located in West Branch, MI. The proposal shows a multi-phase housing project located east of M-30 near the Mid-Michigan Medical Center. The proposed site is 35.8 acres and has enough space for multiple types of units and buildings. This will include single family apartments and townhomes. The land and building will be formed and developed in the legal entity to be formed (The LLC). The general contractor will be investor Dan Fransee.

Land Purchase Options:

Option 1: Land Contact with the City of West Branch

The LLC would buy the land for \$125,000 through a land contract with the City of West Branch. The terms would be negotiable. Please review our Letter of Intent for additional details.

Option 2: Conventional Financing with a local bank

The LLC would seek conventional business financing through a local bank. The purchase agreement would be contingent upon reasonable financing.

Building Standards and Systems:

The site plan and floor plan will be for a new build. All building specifications will meet the City of West Branch's Design Standards. Construction taxes, permits and fees, will be handled by the general contractor, Dan Fransee. An environmental survey on the land will be completed before construction. See attachments for site plan and floor plan which meet all applicable standards above.

The utilities provided at the site are gas, electric, internet, trash and recycling. Access to the site is ideal for development as it is located right next to State Highway M-30 and close to the medical campus as well as

downtown West Branch. This allows for easy travel in all directions. The site has 38.5 acres, so space and parking is not an issue. Full renderings and site plans will be delivered to the City upon signature of the letter of intent.

Utilities:

Based on the proposal, the City of West Branch will be responsible for water and sewer site work for the project. This would include connections, hydrants, grinder pump stations and restoration.

Other utilities such as natural gas, electric and telecommunications will be connected as part of the development project.

Streets placed in the development will be to City of West Branch's specifications and turned over to the City of West Branch for maintenance and snow removal upon completion. The City of West Branch would also consider maintaining any parks or green space within the development.

Development Team Resumes:

The development team consists of the following:

Dan Fransee – Project Manager, West Branch, MI. – Dan is a resident in West Branch, MI and has been in the real estate and construction industry his entire professional career. Dan brings local knowledge of the site as well as development and day to day management expertise.

Glen Blystone, CPA, Mt. Pleasant, MI – Glen has over 30 years of experience in the real estate industry and has worked on several multifamily, single family and student housing projects. Glen is an expert in cost segregation analysis for real estate projects as well as developing and financing new projects.

Bart Blystone, CPA, Mt. Pleasant, MI – Bart has over 8 years of experience in the real estate industry and will oversee the management and accounting of the project. Bart has experience with Multifamily and single family projects.

Dan Elliott, West Branch, MI – Dan is a local insurance agent and community leader. Dan has over 9 years in the commercial insurance industry and offers a local expertise.

Master Plan:

Due to the size of the proposed site, a multiphase project is proposed. Phase 1 would consist of the following

Phase 1:

- 10 unit multifamily building consisting of 2 bedrooms, 2 bathroom units with covered parking.

Number of Buildings	1
Total Square Footage	10,000 – 12,000 sq ft
Square Footage per Unit	900 - 1,000 sq ft
Number of Units	10
Gross Rents	TBD

Based on the occupancy rates and interest in Phase 1, Phase 2 would double the multifamily and single family townhome buildings.

Phase 2:

- Two (2), 10 unit multifamily building consisting of 2 bedrooms, 2 bathroom units with covered parking.

Number of Buildings	2
Total Square Footage	20,000 – 22,000 sq ft
Square Footage per Unit	900 - 1,000 sq ft
Number of Units	20
Gross Rents	TBD

- One (1), 4 unit single family townhome row consisting of 3 bedrooms, 3 bathroom units with a garage.

Number of Buildings	1
Total Square Footage	5,000 – 7,000 sq ft
Square Footage per Unit	1,200 – 1,500 sq ft
Number of Units	4
Gross Rents	TBD

After Phase 2, the project will consist of 3 multifamily buildings totaling 30,000 – 36,000 square feet (or 30 units) of living space and 1 single family townhome style buildings totaling 5,000 – 7,000 square feet (or 4 units) of living space.

Proposed Time Line of Phase 1 of the Project from Executed Date of Agreement:

October 1, 2019 - Proposal Submission

October - November 2019 – Proposal Acceptance, land and financing for the project closed.

October - November 2019 – Construction permits obtained and site and floor plans finalized.

November – December 2019 – Break ground on Construction

December 2019 – May 2020 – Site and Building Construction

June 2020 – Construction completed

June – July 2020 – Obtain certificate of occupancy, final inspections and any remaining tenant improvements.

July 31, 2020 – Occupancy Date

Development Portfolio:

Elm Properties of West Branch, LLC – West Branch, MI

Elm Properties of West Branch, LLC consists of 8 single family home rentals located in West Branch, MI.

D F Investments, LLC – West Branch, MI

D F Investments, LLC consists of 10 single family home rentals located in Mt. Pleasant, MI.

Tallgrass Apartments – Mt. Pleasant, MI

Tallgrass Apartments consists of two and four-bedroom apartments located in Mt. Pleasant, Michigan. The apartments are primarily marketed to CMU students and single families.

Rentwood Properties – Mt. Pleasant, MI

Rentwood consists of 56 single family home rentals located in Mt. Pleasant, MI.

Unfinished Business

MEMORANDUM OF UNDERSTANDING FOR SERVICES

THIS MEMORANDUM OF UNDERSTANDING (MOU) made this 1st Day of October 2019, between the City of West Branch City hereinafter referred to as "City", and LaDonna A. Schultz, Attorney at Law, hereinafter referred to as "Attorney".

WITNESSETH:

WHEREAS, there is a need for an efficient and economical system for providing an Attorney to prosecute those individuals who are charged in the City of West Branch by the West Branch Police Department under a local ordinance offense(s) cognizable by the District Court, and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between the City and the above named Attorney to provide such services as may be needed, and

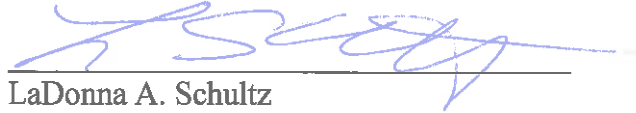
WHEREAS, Attorney has represented that she is ready, willing and able to provide such services on a contract basis;

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. The term of this agreement shall be for a term of one (1) year from the 1st day of October 2019, through the 1st day of October 2020, renewable on a yearly basis. It is agreed that this agreement may be terminated by either party upon at least one (1) month written notice prior to the expiration of this MOU, which may be served by first class mail, postage pre-paid.
2. This MOU shall not hinder, interfere or in any way diminish the authority of the City to assign or replace counsel as provide by law.
3. The Attorney reserves the right to refuse any case which may be in conflict with her duties as Ogemaw County Prosecuting Attorney.
4. During said period, the Attorney agrees to provide complete prosecution services for all traffic related civil infractions issued by the West Branch City Police Department and cognizable with the 82nd District Court during the term of this MOU and shall continue such representation of each case until final disposition in any Court within said County, even should that extend beyond the termination date of this Contract.
5. For the purposes of this Agreement, District Court Ordinance violations shall include all civil traffic ordinance violations that have been codified and properly passed by the City of West Branch City Council.

6. The City and Attorney Agree that reasonable compensation shall be at the hourly rate of One Hundred Dollars (\$100.00). Attorney shall be responsible for submitting a detailed billing statement c/o the City Manager to the City before compensation is paid. Said rate of compensation is subject to re-negotiation prior October 1st of each year.

ATTORNEY:



LaDonna A. Schultz

Dated: 10/28/19

THE CITY OF WEST BRANCH:



Paul Frechette, Mayor

Dated: 10/28/19

New Business

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

BILLS	\$20,521.99
<i>BILLS AS OF 11/1/19</i>	<i>\$20,521.99</i>
<i>Additions to Bills as of</i>	<i>\$0</i>
<i>Paid but not approved</i>	<i>\$2,137.60</i>
TOTAL BILLS	\$22,659.59

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

UPDATED

Vendor Name	Amount	Description
ALLIANCE TREE SERVICE	3,450.00	REMOVAL OF TREES
BADGER METER	486.83	CELLULAR SERVICE OCTOBER
CHARTER COMMUNICATIONS	204.95	PHONE & INTERNET
DANTZER LAW OFFICE PLLC	30.00	LEGAL SERVICES OCTOBER
DO ALL INC	772.44	RECYCLING SEPT
HACH COMPANY	356.86	WWTP SUPPLIES
MEDLER ELECTRIC CO	268.16	VARIOUS SUPPLIES
MICHIGAN PIPE & VALVE	747.00	WATER SUPPLIES
NORTH CENTRAL FEED & SUPPLY	4.25	SUPPLIES
NORTH CENTRAL LABORATORIES	327.68	WWTP SUPPLIES
OGEMAW COUNTY HERALD ADLINER	320.70	ADS
PARAGON LABORATORIES INC	288.00	WWTP SUPPLIES
PITNEY BOWES	34.99	METER RENTAL FEE
QUILL CORPORATION	95.87	TAX FORMS & SUPPLIES
REPUBLIC SERVICES 237	12,936.24	GARBAGE SERVICE OCTOBER
TRACTOR SUPPLY CREDIT PLAN	101.76	VARIOUS SUPPLIES
UPS	3.60	WATER POSTAGE
WEST BRANCH AUTOMOTIVE	92.66	VARIOUS SUPPLIES
TOTAL		20,521.99

DPW Superintendent Killackey is requesting the approval to order \$15,000 worth of $\frac{3}{4}$ " water meters. \$50,000 worth of meters were budgeted for this fiscal year in the 591-000.000-727.700 operating supply line item. As per the following budget sheet, only \$12,600.39 has been spend out of that line item so far this fiscal year.

REVENUE AND EXPENDITURE REPORT FOR WEST BRANCH

PERIOD ENDING 10/31/2019
 % Fiscal Year Completed: 33.61

GL NUMBER	DESCRIPTION	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 10/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 10/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	BGDT USED
Fund 591 - WATER FUND							
Revenues							
Dept 000.000							
591-000.000-612.400	TRANS. FROM WATER REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00
591-000.000-625.400	BILLINGS	495,000.00	495,000.00	178,789.20	45,424.73	316,210.80	36.12
591-000.000-626.400	PENALTIES	1,700.00	1,700.00	1,128.69	664.34	571.31	66.39
591-000.000-634.400	GRANT	0.00	0.00	3,794.06	3,794.06	(3,794.06)	100.00
591-000.000-644.400	TAP FEES	0.00	0.00	0.00	0.00	255.00	0.00
591-000.000-645.400	TURN ON CHARGES	300.00	300.00	45.00	30.00	17,995.00	15.00
591-000.000-646.400	HYDRANT RENTAL	17,995.00	17,995.00	0.00	0.00	(2,954.71)	0.00
591-000.000-647.400	METER SALES	0.00	0.00	2,954.71	285.65	(793.48)	100.00
591-000.000-664.400	INTEREST INCOME	500.00	500.00	1,293.48	0.00	719.72	238.70
591-000.000-695.400	MISCELLANEOUS	1,700.00	1,700.00	980.28	64.00		57.66
Total Dept 000.000		517,195.00	517,195.00	188,985.42	50,262.78	328,209.58	36.54
TOTAL REVENUES							
		517,195.00	517,195.00	188,985.42	50,262.78	328,209.58	36.54
Expenditures							
Dept 000.000							
591-000.000-703.700	SALARIES AND WAGES	45,000.00	45,000.00	11,990.92	4,417.66	33,009.08	26.65
591-000.000-710.700	OVERTIME	7,000.00	7,000.00	1,430.14	436.97	5,569.86	20.43
591-000.000-714.700	MANDATORY MEDICARE	585.00	585.00	194.60	70.41	390.40	33.26
591-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	2,485.00	2,485.00	832.11	300.98	1,652.89	33.49
591-000.000-716.700	BC/BS HEALTH INSURANCE PREMIUM	6,530.00	6,530.00	2,729.84	(102.80)	3,800.16	41.80
591-000.000-718.700	WORKERS RETIREMENT (EMPLOYER)	525.00	525.00	185.90	75.01	339.10	35.41
591-000.000-720.700	WORKERS COMPENSATION PREMIUM	1,110.00	1,110.00	423.81	152.09	686.19	38.18
591-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	185.00	185.00	0.00	0.00	185.00	0.00
591-000.000-727.700	OPERATING SUPPLIES	75,000.00	75,000.00	17,105.31	12,611.39	57,894.69	22.81
591-000.000-741.700	POSTAGE	2,108.00	2,108.00	1,332.96	327.25	775.04	63.23
591-000.000-782.700	ADMINISTRATION	20,000.00	20,000.00	6,666.68	1,666.67	13,333.32	33.33
591-000.000-801.700	CONTRACTUAL SERVICES	45,000.00	45,000.00	21,457.14	753.83	23,542.86	47.68
591-000.000-811.700	MEMBERSHIP AND DUES	2,500.00	2,500.00	235.00	0.00	2,265.00	9.40
591-000.000-818.700	INS. PREMIUM - LIABILITY	2,250.00	2,250.00	2,077.69	172.31	12.31	92.34
591-000.000-853.700	TELEPHONE/RADIO COMMUNICATION	500.00	500.00	0.00	0.00	500.00	0.00
591-000.000-855.700	PROFESSIONAL DEVELOPMENT	2,500.00	2,500.00	890.00	890.00	1,610.00	35.60
591-000.000-922.700	PUBLIC UTILITIES	16,500.00	15,300.00	4,698.29	1,057.42	10,601.71	30.71
591-000.000-941.700	EQUIPMENT RENTAL	25,000.00	25,000.00	8,240.82	2,425.71	16,759.18	32.96
591-000.000-956.700	EXPENSES	600.00	1,800.00	906.06	0.00	893.94	50.34
591-000.000-966.700	DEPRECIATION	86,817.00	86,817.00	0.00	0.00	86,817.00	0.00
Total Dept 000.000		342,195.00	342,195.00	81,397.27	25,082.59	260,797.73	23.79
Dept 000.592 - TRANSFER TO REPLACEMENT							
591-000.592-999.700	TRANSFER TO OTHER ACCOUNTS	175,000.00	175,000.00	0.00	0.00	175,000.00	0.00
Total Dept 000.592 - TRANSFER TO REPLACEMENT		175,000.00	175,000.00	0.00	0.00	175,000.00	0.00
Dept 567.000 - TREATMENT PLANT							
591-567.000-716.700	BC/BS HEALTH INSURANCE PREMIUM	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 567.000 - TREATMENT PLANT		0.00	0.00	0.00	0.00	0.00	0.00

CITY COUNCIL

OPEN HOUSE

- The West Branch City Council invites the public to its annual “Council Open House”. Join us for food and refreshments along with the opportunity to mingle with Council members, wish our outgoing Council Members and Mayor well, welcome the new Members and Mayor in, and chat with them for a bit after the meeting.

The above is the notice that we used for last year’s open house. It has been done for several years. With the City hosting a chamber connection on December 13 this year, we would like to get Councils thoughts on combining the event and having it as a chamber connection/open house event.



STRENGTHENING COMMUNITIES

Grants

Endowments

Planned Giving

Scholarships

October 28, 2019

Ms. Samantha Fabbri
City of West Branch
121 N. 4th Street
West Branch, MI 48661

Re: Grant Application #20200017 (Be Counted Ogemaw)

Dear Ms. Fabbri,

I am writing to inform you that your grant request has been approved for funding. Enclosed is a grant agreement for the Be Counted Ogemaw. Kindly have the executive director of your organization sign and date this agreement, and return it to our office as soon as possible. A check in the amount of \$5,000.00 from the CFNEM Census 2020 Mini-Grant Fund will be mailed as soon as the signed grant agreement is received.

A few important things about your Census 2020 Northeast Michigan grant:

- Please keep copies of receipts, invoices and any other payment records to show proof of expenditures. You may be asked to provide these upon complete of the Census 2020 grant projects.
- Your project or program must be completed by August 1, 2020, as the Census "get out the count" initiative will be complete.
- If you find that your project cannot occur for some reason, please notify us immediately. You will be asked to return the grant in its full amount by May 15, 2020, so we can redistribute the grants if possible.
- All grantees are required to complete a monthly online survey. You will be emailed a link to this survey. If your project has no current data to report for a given month, this option will be available as a survey answer. Final Census Grant Report survey. You will be sent information on completing the survey in summer of 2020, or upon completion of your project.

Please contact me if you have any questions about this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick Heraghty".

Patrick Heraghty
Executive Director
Community Foundation for Northeast Michigan

Enclosures

THE COMMUNITY FOUNDATION FOR NORTHEAST MICHIGAN
GRANT AGREEMENT
Special Project: Census 2020 Northeast Michigan

Grant No. 20200017

This grant agreement is applicable only to U.S. Grantees which have been ruled to be exempt organizations described in Section 501(c)(3) by the I.R.S.

Upon application by **City of West Branch** (hereinafter "Grantee") to the Community Foundation for Northeast Michigan (hereinafter "Grantor"), Grantor agrees to make the following Grant, and Grantee agrees to accept such Grant, in accordance with the terms below and subject to the additional conditions set forth in Exhibit A attached hereto and made a part hereof:

1. GRANT AMOUNT: **\$5,000 from the Census 2020 Mini-Grant Fund**
2. GRANT TERMS: Grant is to be paid to Grantee immediately. Grantee is expected to keep a record of receipts and invoices from the project for final reporting. All expenses and projects for Census 2020 grants must occur by August 1, 2020.
3. SPECIFIC PURPOSES OF THE GRANT: The Grant shall be used solely for the Census 2020 Northeast Michigan outreach project below, and as outlined in the original grant application.

Be Counted Ogemaw

(Any reference above to an organization or person to which the Grantee may make distribution is solely illustrative and is not a condition imposed by Grantor. See Paragraph 1 of Exhibit A.)

4. TIME WITHIN WHICH GRANT IS TO BE USED: Please note: Grantee shall expend the full amount of the award not later than August 1, 2020. If unable to expend the award before this date, Grantee should contact the Community Foundation office and return the grant in its full amount by May 15, 2020 so that grants may be redistributed.
5. PHOTO/MEDIA PERMISSION: **By signing this grant agreement, grantee permits CFNEM to use photographs or videos either taken by CFNEM or provided by grantee of the project or program and its participants for promotion and/or advertising related to CFNEM activities.**

Executed by or on behalf of Grantor and Grantee as follows:

GRANTOR: Community Foundation for
Northeast Michigan
P.O. Box 495
Alpena, MI 49707

GRANTEE: City of West Branch
ATTN: Samantha Fabbri
121 N. 4th Street
West Branch, MI 48661

By: _____
Patrick A. Heraghty
Executive Director

By: _____
Executive Director

Dated: October 28, 2019

Dated: _____

**Community Foundation for Northeast Michigan
And Affiliates: Iosco County Community Foundation, North Central Michigan
Community Foundation, and Straits Area Community Foundation**

EXHIBIT A

Additional Conditions to Grant Agreement

1. Restrictions to using the grant. Grantee will agree to use the funds only for the designated purpose as described in the grant application and subsequent grant notification letter; to notify the Community Foundation of and obtain its consent to any substantial deviation from said purpose; and to not use the funds for any purpose prohibited by law.
2. Record keeping. Grantee agrees to maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended.
3. Reports to grantor. Grantee shall submit the Final Grant Report Form, including any requested materials as specified in the grant notification letter.
4. Access to records. Grantee will permit the Community Foundation, at its request, to have reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion of the project.
5. Grantee holds grantor harmless. Grantee agrees to hold grantor harmless from any and all liability of any sort which grantor would be subject to as a result of this grant and agrees to fully indemnify grantor if any liability shall be incurred by grantor.
6. Publicity. Grantee agrees to recognize the Community Foundation in publicity materials related to the funded project or program as specified in the grant notification letter and to submit photos, if available, for the Community Foundation to use for publicity and marketing purposes.

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, OCTOBER 21, 2019.

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

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

Absent: Members Chris Powley and Dan Weiler

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

All stood for the Pledge of Allegiance.

* * * * *

MOTION BY FRECHETTE, SECOND BY ZIMMERMAN, TO EXCUSE MEMBERS CHRIS PAULEY AND DAN WEILER FROM THE MEETING.

Yes — Bennett, Frechette, Jackson, Pugh, Zimmerman

No – None Absent – Powley, Weiler Motion carried

* * * * *

As an addition to the agenda, Heather Neuhaus of the Chamber of Commerce notified Council that West Branch had been chosen as a stopping location for this year’s Santa Train. Ms. Neuhaus also noted the need to apply for a road closure. It was the consensus of Council to have Ms. Neuhaus keep Council up to date on the program as she obtains more information on it. Manager Goodroe also noted that a special event permit would be needed and that he is working on an updated permit.

MOTION BY FRECHETTE, SECOND BY BENNETT, TO APPROVE THE 2019 SANTA TRAIN EVENT CONTINGENT UPON A SPECIAL EVENT PERMIT BEING SUBMITTED ONCE THE FINAL DETAILS ARE WORKED OUT.

Yes — Bennett, Frechette, Jackson, Pugh, Zimmerman

No – None Absent – Powley, Weiler Motion carried

* * * * *

Kelli Collins presented checks from funds raised from the Veteran Banner program to Lois Bergquist on behalf of the Ogemaw Veterans Alliance, Ogemaw Veterans Museum and Ogemaw Historical Society.

* * * * *

MOTION BY ZIMMERMAN, SECOND BY JACKSON, TO APPROVE THE SOLE SOURCE VENDOR REQUEST AND THE BID FOR LOADER TIRES TO SCHMITT TIRE AND GAS NOT TO EXCEED 7,860.00

Yes — Bennett, Frechette, Jackson, Pugh, Zimmerman

No – None

Absent – Powley, Weiler

Motion carried

* * * * *

MOTION BY PUGH, SECOND BY JACKSON, TO APPROVE THE BID FOR THE SALE OF THE BUCKET TRUCK TO ALLIANCE TREE SERVICE FOR \$8,000.00

Yes — Bennett, Frechette, Jackson, Pugh, Zimmerman

No – None

Absent – Powley, Weiler

Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY JACKSON, TO PAY BILLS IN THE AMOUNT OF \$29,033.71.

Yes — Bennett, Frechette, Jackson, Pugh, Zimmerman

No – None

Absent – Powley, Weiler

Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY BENNETT TO APPROVE THE SECOND READING (ENACTMENT) OF ORDINANCE 19-03

ORDINANCE 19-03; AN ORDINANCE TO AMMEND SECTION 94.03 OF THE CITY OF WEST BRANCH CODE OF ORDINANCES ENTITLED, "EXCAVATIONS, PERMIT FEES, CONTENTS.

§ 94.01 PERMIT REQUIRED.

It shall be unlawful for any person, firm or corporation other than employees of the City when in the performance of duty to excavate or dig, or to cause any excavation or digging, or to alter curb and/or gutter, or other public structure in a public street, alley or place within the City for any purpose whatsoever without first having obtained a written permit, therefore, from the City Manager or his designated representative and filing a copy of same along with such deposit as may be required together with documents evidencing the required insurance and bonds with the City Clerk who shall thereupon validate same with the seal of the City, without the seal, the permit shall be without effect.

(Ord. 156, passed 12-15-80) Penalty, see § 94.99

§ 94.02 DEPOSIT; BOND AND INSURANCE REQUIREMENTS.

Deposit and/or bond and insurance requirements for validation of a permit are as follows:

(A) A cash deposit in an amount no less than the estimated maximum amount of the cost of restoration of the street curb, gutter or other structure in the public street shall be deposited with the City Treasurer. To insure that permittee will make the required restoration such

deposit shall either be cash or a cashiers check payable to the City. In lieu of the foregoing, the permittee may provide a surety bond in such amount as to be no less than the cash deposit set forth above.

(B) Public liability insurance in the name of permittee in such amounts as may be established by the City from time to time.

(C) Owner's protective public liability insurance in the name of the City in such amounts as may be established by the City from time to time.

(D) In lieu of the foregoing insurance and bonding requirements, any public utility with a franchise in force containing provisions whereby the utility agrees to hold the City harmless for loss by reason of its operations in City streets may file a letter of intent to reimburse the City for any and all costs of restoration, signing and barricading or other related work performed by City forces as a result of and made necessary by the utility's operation in City streets. Other provisions of this subchapter shall apply to public utilities in a like manner and with equal respect as to any other person, firm or corporation.

(Ord. 156, passed 12-15-80)

§ 94.03 PERMIT FEE; CONTENTS.

The fee for a permit shall be \$5 approved by resolution of the West Branch City Council which along with estimated restoration costs as provided in §§ 94.06 and 94.07 shall be paid by the applicant at the time the permit is issued. The permit required herein shall state the following:

(A) Name and address of owner, agent or other party for whom the work is being done.

(B) Name and address of builder, contractor or agent having charge of such work.

(C) Location of the work to be done.

(D) Date to commence and estimated duration of the work.

(E) Nature of the work.

(Ord. 156, passed 12-15-80)

§ 94.04 BARRICADES AND LIGHTS.

The applicant must provide, erect and maintain all necessary barricades, lights, warning signs and the like to properly safeguard traffic while work is in progress, and at no time shall the street or highway be closed to traffic longer than is necessary to complete the work.

(Ord. 156, passed 12-15-80) Penalty, see § 94.99

§ 94.05 FILLING EXCAVATIONS OR TRENCHES.

All excavations or trenches shall be filled in a thorough and workmanlike manner, either by flooding or hand tamping. Additional filling shall be placed if necessary in excavations or trenches that have settled, and all surplus earth or any refuse shall be removed from the street by the applicant obtaining the permit.

(Ord. 156, passed 12-15-80) Penalty, see § 94.99

§ 94.06 REPLACEMENT OF ASPHALT PAVEMENT, CURB CUTS OR OTHER STRUCTURAL ALTERATIONS WITHIN STREET RIGHT-OF-WAY.

Replacement of asphalt pavement, curbs, gutters or other public structures in the street right-of-way shall be done by City forces or by a prequalified contractor on a cost basis under City inspection. Cost of such inspection shall be set from time to time by City Council

action. Estimated cost of restoration shall be made by the City Manager or his designated representative prior to issuance of a permit. Should the estimate prove to be too low, payment for the additional amount shall be made promptly by the permittee. Should the estimate prove to be too high, the amount in excess of actual cost shall be refunded promptly to the permittee.

(Ord. 156, passed 12-15-80)

§ 94.07 FAILURE TO CARRY OUT NECESSARY WORK.

In the event that any applicant shall fail to carry out the provisions of this subchapter, any work necessary therefore shall be performed by the City and the applicant shall be required to pay all proper bills rendered by the City for that work.

(Ord. 156, passed 12-15-80)

§ 94.08 CASES NOT COVERED BY REGULATIONS.

Any case not covered by this subchapter shall be passed upon directly by the City Council.

(Ord. 156, passed 12-15-80)

Yes — Bennett, Frechette, Jackson, Pugh, Zimmerman

No – None Absent – Powley, Weiler Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY BENNETT, TO DESIGNATE THE TRICK OR TREAT HOURS ON HALLOWEEN FOR BUSINESSES FROM 5:00-6:00 PM AND FOR RESIDENTS FROM 6:00-8:00 PM.

Yes — Bennett, Frechette, Jackson, Pugh, Zimmerman

No – None Absent – Powley, Weiler Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY PUGH, TO SET THE PUBLIC HEARING FOR A 425 AGREEMENT WITH OGEMAW TOWNSHIP FOR NOVEMBER 4 AT 6:05 PM.

Yes — Bennett, Frechette, Jackson, Pugh, Zimmerman

No – None Absent – Powley, Weiler Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY BENNETT, TO APPROVE THE MINUTES AND SUMMARY OF MINUTES FROM THE MEETING HELD OCTOBER 7, 2019.

Yes — Bennett, Frechette, Jackson, Pugh, Zimmerman

No – None Absent – Powley, Weiler Motion carried

* * * * *

MOTION BY ZIMMERMAN, SECOND BY POWLEY, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; THE MINUTES FROM THE AIRPORT BOARD MEETING HELD SEPTEMBER 18, 2019; AND THE SEPTEMBER POLICE REPORT.

Yes — Bennett, Frechette, Jackson, Pugh, Zimmerman

No – None

Absent – Powley, Weiler

Motion carried

* * * * *

A communication from Charter Cable was shared.

A communication from Consumers Energy was shared.

A communication from the Michigan Energy Work Force was shared.

* * * * *

MOTION BY FRECHETTE, SECOND BY PUGH, TO APPROVE THE REAPPOINTMENTS OF SAMANTHA FABBRI AND AUTUM HUNTER TO THE DDA BOARD FOR A FOUR YEAR TERM TO EXPIRE ON 12/31/23

Yes — Bennett, Frechette, Jackson, Pugh, Zimmerman

No – None

Absent – Powley, Weiler

Motion carried

* * * * *

Mayor Frechette spoke on the success of the Mayor Exchange and that he is looking forward to working with Auburn in the future.

Member Bennett also spoke on how well the Mayor Exchange went and that she got to meet some people in the community that she hadn't yet met. Ms. Bennett also noted on how well the whole community worked together on it.

Member Pugh spoke on the Mayor Exchange as well as how well the Wastewater Plant tour went.

Member Jackson gave an EDC update and reminded Members of the upcoming Economic Outlook breakfast.

Member Zimmerman also spoke on the Mayor Exchange and noted how great it was to see so many people from different groups work together. Ms. Zimmerman also thanked Manager Goodroe and everyone for their hard work.

Manager Goodroe gave the Manager update which included notes on the Mayor Exchange, an industrial park development update, noted that the City will begin working on an Economic Development Strategy, gave a childcare update, noted that he will be working on updating the special event permit,

gave a health park development update, noted that the City staff will begin working on the employee appreciation party, updated Council of some real estate transactions that he is continuing to work on, and reminded everyone of upcoming meetings.

* * * * *

Chief Walters updated Council on the outfitting of the new police vehicle and noted that they have submitted the request for bids for the sale of the police vehicles they no longer are using.

DPW Superintendent Killackey updated Council on the repair of N. Valley St. and the status of his work vehicles.

* * * * *

Mayor Frechette adjourned the meeting at 6:50 pm.

Paul Frechette, Mayor

John Dantzer, Clerk

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD MONDAY, OCTOBER 21, 2019.

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

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

Absent: Council Members Powley and Weiler

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

Council excused Members Powley and Weiler from the meeting

As an addition to the agenda, Heather Neuhaus updated Council on the Santa Train

Kelly Collins presented checks to Lois Bergquist on behalf of the Ogemaw Veterans Alliance, Ogemaw Veterans Alliance- Veterans Museum, and Ogemaw Historical Society.

Council approved a sole source vendor request and bid for loader tires to Schmitt Tire not to exceed \$7,860.00

Council approved the sale of a bucket truck to Alliance Tree Service for \$8,000.00

Council approved bills in the amount of \$29,033.71

Council approved the second reading of ordinance 19-03, an ordinance to amend section 94.03 of the West Branch Code of Ordinances entitled "Excavations, Permit Fees, Contents".

Council designated trick or treat hours for 5:00-6:00 for businesses and 6:00-8:00 for residential

Council set a public hearing on a 425 agreement for November 4 at 6:05.

Council approved the minutes and summary from the meeting held October 7, 2019.

Council received and filed the treasurer's report and investment summary; the minutes from the Airport Board meeting held September 18, 2019; and the September Police Report.

Communications were shared.

Council approved reappointments to the DDA.

Mayor Frechette, Council Members Bennett, Pugh, Jackson, and Zimmerman; Manager Goodroe; DPW Superintendent Killackey, and Chief Walters gave reports.

Mayor Frechette adjourned the meeting at 6:50 pm

Consent Agenda

CASH SUMMARY BY BANK FOR WEST BRANCH
FROM 10/01/2019 TO 10/31/2019

Bank Code		Beginning Balance 10/01/2019	Total Debits	Total Credits	Ending Balance 10/31/2019
Fund	Description				
GEN1	GEN1 - GENERAL CHECKING				
101		1,234,141.89	33,431.08	158,634.01	1,108,938.96
150	CEMETERY PERPETUAL CARE	26,919.40	0.00	0.00	26,919.40
209	CEMETERY FUND	13,440.86	500.00	2,573.90	11,366.96
248	DDA OPERATING FUND	86,342.29	29,903.69	2,477.80	113,768.18
251	INDUSTRIAL PARK FUND	4,145.61	0.00	542.22	3,603.39
276	HOUSING RESOURCE FUND	217,506.07	1,772.92	47.50	219,231.49
318	SEWER DEBT FUND	198,507.46	28,832.68	305.82	227,034.32
319	WATER DEBT FUND	45,105.81	6,848.76	54.91	51,899.66
371	COLLECTION REPLACEMENT FUND	31,101.23	0.00	0.00	31,101.23
372	PLANT REPLACEMENT FUND (R&I)	229.49	9.39	0.00	238.88
390	SEWER FUND	237,274.53	40,341.74	40,246.63	237,369.64
391	WATER FUND	445,668.52	48,419.16	27,857.99	466,229.69
392	WATER REPLACEMENT FUND	284,017.56	0.00	0.00	284,017.56
393	SEWER COLLECTION	82,640.87	7,239.63	4,050.22	85,830.28
361	EQUIPMENT FUND	93,476.46	30,207.72	14,880.09	108,804.09
704	PAYROLL CLEARING	970.78	74,126.05	74,126.05	970.78
705	IRONS PARK ENTERTAINMENT FUND	2,079.47	200.00	0.00	2,279.47
707	YOUTH SAFETY PROGRAM	5,694.52	0.00	647.37	5,047.15
714	RECYCLING CENTER	10,214.86	0.00	1,447.54	8,767.32
	GEN1 - GENERAL CHECKING	3,019,477.68	301,832.82	327,892.05	2,993,418.45
MAJOR/	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	416,372.57	2,257.26	15,278.42	403,351.41
203	LOCAL STREET FUND	277,398.73	0.00	6,813.35	270,585.38
	MAJOR/ LOCAL STREETS	693,771.30	2,257.26	22,091.77	673,936.79
PAYROLL					
704	PAYROLL CLEARING	9,848.76	74,126.05	72,736.99	11,237.82
	PAYROLL	9,848.76	74,126.05	72,736.99	11,237.82
CHEM	SAVINGS				
101		436,582.48	0.00	0.00	436,582.48
150	CEMETERY PERPETUAL CARE	1,679.91	0.00	0.00	1,679.91
251	INDUSTRIAL PARK FUND	20,905.85	0.00	0.00	20,905.85
371	COLLECTION REPLACEMENT FUND	2,381.91	0.00	0.00	2,381.91
391	WATER FUND	26,271.74	0.00	0.00	26,271.74
392	WATER REPLACEMENT FUND	19,665.76	0.00	0.00	19,665.76
393	SEWER COLLECTION	785.87	0.00	0.00	785.87
361	EQUIPMENT FUND	103,410.79	0.00	0.00	103,410.79
714	RECYCLING CENTER	1,046.50	0.00	0.00	1,046.50
	SAVINGS	612,730.81	0.00	0.00	612,730.81
TAX	TAXES				
701	TAX AGENCY	22,018.60	23,021.57	34,385.17	10,655.00
	TAXES	22,018.60	23,021.57	34,385.17	10,655.00
	TOTAL - ALL FUNDS	4,357,847.15	401,237.70	457,105.98	4,301,978.87

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
FROM 10/01/2019 TO 10/31/2019
FUND: ALL FUNDS
INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 10/01/2019	Total Debits	Total Credits	Ending Balance 10/31/2019
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
		250,000.00	0.00	0.00	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	229,972.80	0.00	0.00	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	200,000.00	0.00	0.00	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	250,000.00	0.00	0.00	250,000.00
	TOTAL - ALL FUNDS	929,972.80	0.00	0.00	929,972.80

REGULAR MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY
HELD AT THE WEST BRANCH CITY POLICE OFFICE AT 130 PAGE ST. ON TUESDAY,
SEPTEMBER 24, 2019.

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

Present: Members Joanne Bennett, Mike Cozad, Samantha Fabbri, Autum Hunter, Sandy Rabidue, Erin Resteiner, Ken Walters, and Cathy Zimmerman.

Absent: Members: Joe Clark

Others present:

* * * * *

**MOTION BY RABIDUE, SECOND BY FABBRI, TO EXCUSE MEMBER JOE CLARK
FROM THE MEETING.**

**Yes – Bennett, Cozad, Fabbri, Hunter, Rabidue, Resteiner, Walters,
Zimmerman**

No – None

Absent – Clark

Motion carried.

* * * * *

Chris Powley along with members of his STEM science program gave a presentation on a downtown GIS program that they will be working on.

* * * * *

As an addition to the agenda, Chairperson Fabbri noted that the terms for both herself and Member Hunter were up for reappointments. Both Member Fabbri and Hunter noted their willingness to continue to serve on the Board.

**MOTION BY RABIDUE, SECOND BY RESTEINER, TO APPROVE THE
REAPPOINTMENT OF SAMANTHA FABBRI TO THE DDA BOARD FOR A FOUR
YEAR TERM TO EXPIRE 1/1/23.**

**Yes – Bennett, Cozad, Fabbri, Hunter, Rabidue, Resteiner, Walters,
Zimmerman**

No – None

Absent – Clark

Motion carried.

MOTION BY RABIDUE, SECOND BY FABBRI, TO APPROVE THE REAPPOINTMENT OF AUTUM HUNTER TO THE DDA BOARD FOR A FOUR YEAR TERM TO EXPIRE 1/1/23.

Yes – Bennett, Cozad, Fabbri, Hunter, Rabidue, Resteiner, Walters, Zimmerman

No – None Absent – Clark Motion carried.

* * * * *

MOTION BY FABBRI, SECOND BY BENNETT, TO APPROVE THE MINUTES FROM THE MEETINGS HELD AUGUST 27, 2019.

Yes – Bennett, Cozad, Fabbri, Hunter, Rabidue, Resteiner, Walters, Zimmerman

No – None Absent – Clark Motion carried.

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MOTION BY RABIDUE, SECOND BY BENNETT, TO APPROVE BILLS IN THE AMOUNT OF \$4,509.82.

Yes – Bennett, Cozad, Fabbri, Hunter, Rabidue, Resteiner, Walters, Zimmerman

No – None Absent – Clark Motion carried

* * * * *

Discussion was held on street banners including the styles including the possibility of seasonal banners.

MOTION BY RESTEINER, SECOND BY RABIDUE, TO APPROVE THE ORDERING OF 50 CITY BANNERS, 25 OF EACH BANNER STYLE.

Yes – Bennett, Cozad, Fabbri, Hunter, Rabidue, Resteiner, Walters, Zimmerman

No – None Absent – Clark Motion carried

* * * * *

Discussion was held on the storing of garbage cans in the alleys downtown, the Chamber of Commerce connection on December 13, a mayor exchange update, an update on the

Historical Society presentation, a City sweep reminder, the possibility of adding a rain garden in the pocket park, sponsoring of downtown flowers, and gathering place ideas.

It was the consensus of not adding a rain garden to the pocket park.

Member Rabidue asked about the trees in front of Loggers, as well as coming up with ideas for the upkeep and watering of the flowers next year.

Member Rabidue gave a treasurer's report.

* * * * *

**MOTION BY FABBRI, SECOND BY BENNETT, TO PURCHASE SIGNS FOR THE
EMPTY BUSINESSES DOWNTOWN.**

**Yes – Bennett, Cozad, Fabbri, Hunter, Rabidue, Resteiner, Walters,
Zimmerman**

No – None

Absent – Clark

Motion carried

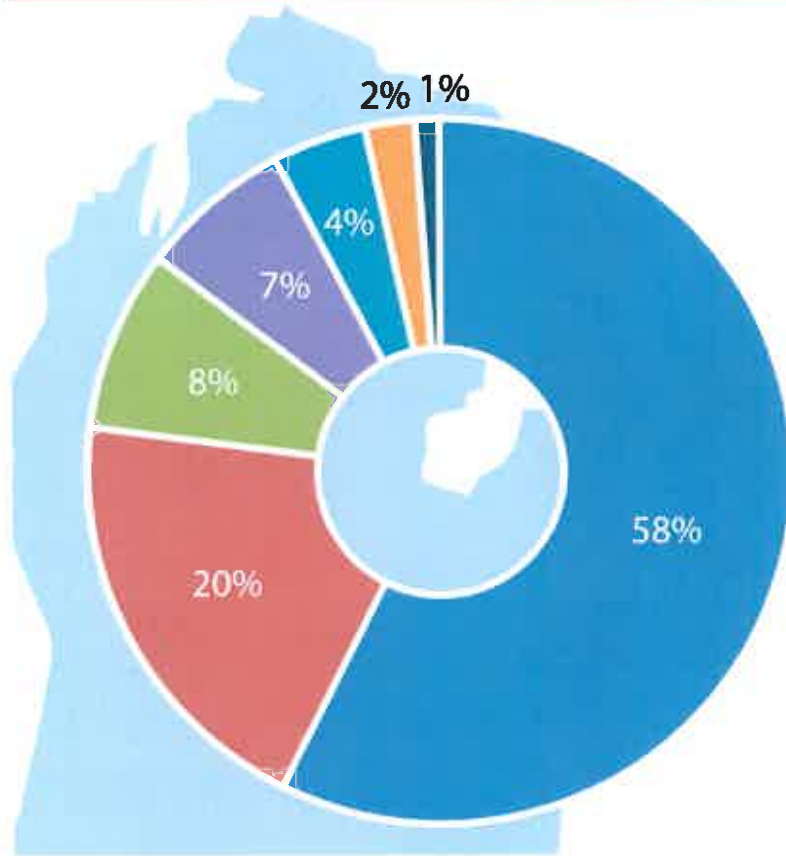
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Chairperson Fabbri adjourned the meeting at 1:06 pm.

Communications

CENSUS2020

WHAT'S AT STAKE?



NORTHEAST MICHIGAN COULD LOSE \$44.5 MILLION

It's estimated that 16% of northeast Michiganders will not fill out the census. That means a potential loss of \$44.5 million annually for the next decade. That's **half a billion** in funding we could lose out on, which provides critical funding for:

- Housing
- Head Start programs
- Special education
- Libraries
- WIC
- Free/reduced lunch
- Food stamps
- Medicare/Medicaid
- Hospitals
- MiChild
- Broadband
- and much more...

THESE FEDERAL PROGRAMS USE CENSUS DATA FOR FUNDS DISTRIBUTION

- Medicare/Medicaid/Health Centers
- SNAP/WIC/School Lunch
- Education (Title I, IDEA, Headstart)
- Infrastructure (Highways, Roads, Bridges)
- Housing (Section 8)
- Children (Child care, S-CHIP, Foster Care)

MORE PEOPLE COUNTED MEANS MORE MONEY FOR PROGRAMS USED LOCALLY

The more people counted means more money and power for Michigan residents at home and in Washington. What's at stake:

- **Every person not counted = \$1,800 per year lost**
For every person not counted in northeast Michigan, we stand to lose \$1,800 per person per year of federal funding to support programs that use Census data.
- **Census data makes sure we're represented in Washington**
With lower census counts, Michigan stands to lose another Congressional seat and a reduction in the number of electoral college votes.
- **Census data funds infrastructure improvements**
Federal funding for infrastructure programs, including rebuilding roads, highways, and bridges, is based on census.
- **Census data funds programs our community depend on**
Census data are used by public officials to determine distribution of federal funds for programs, including: Title I and Special Education; Foster Care and Child Care; Section 8 Vouchers; K-12 Education; and Head Start, among others.

YOUR DATA IS CONFIDENTIAL

Federal law protects your census responses. Your answers can only be used to produce statistics. Census will not share your information with any law enforcement agencies, immigration enforcement agencies, or allow it to be used to determine your eligibility for government benefits.

COMPLETING THE 2020 CENSUS IS EASIER THAN EVER

In 2020, you can complete your census online. If you don't have internet access, you can use the computers at your local Michigan Works! office or you can respond to the census by phone or mail. Census begins on April 1, 2020. **You count. Be counted.**

BE COUNTED MICHIGAN2020

— Northeast —

For every person in northeast Michigan not counted in the 2020 Census, **\$1,800 PER PERSON** will be lost each year in federal funding.

It is estimated that 16% of northeast Michiganders will not be counted in the census. That means a potential loss of **\$44.5 MILLION** annually for the next decade.

Census data is used to provide critical funding for

- Housing
- Head Start programs
- Special education
- Libraries
- Free and reduced lunch programs
- WIC
- Children's Health Insurance
- Food stamps
- Medicare and Medicaid funding
- Hospitals
- Broadband
- And much more...

BE COUNTED MICHIGAN2020

— Northeast —

For the first time in history, Census data will be primarily collected online, which leaves northeast Michigan more likely to be undercounted.

April 1, 2020 is Census Day. Census forms are secure and kept confidential.

By federal law, data cannot be used against anyone.

How can you help?

- Spread the word about the importance of census participation.
- Know what census data is used for, and how federal funding affects our communities.
- Use your connections to help us ensure a complete count in northeast Michigan.
- Spread the word that the U.S. Census Bureau is still hiring for well-paying jobs to carry out census activities.

BE COUNTED MICHIGAN2020

Preparing for 2020 Census: Tips for Nonprofit Outreach to Local Government

Municipal governments have an important relationship with the census — both as consumers of the invaluable data it gathers and as partners in ensuring the complete and accurate count of our communities. Now is the time to contact your local officials and encourage their participation in the 2020 census. The following are key questions to ask your township, city and county officials. When contacting your local municipalities, you may want to start with your highest elected official, which may be your mayor, city manager, township supervisor, and county executive offices.

As with all advocacy you may need to write, call, and visit your officials to get answers to the following questions.

1. Is there a lead coordinator for our municipality's efforts in support of the 2020 census?
 - a. Ideally someone from within local government would be assigned to facilitate an outreach effort to get-out-the-count in our community.
2. Have you been in contact with the U.S. Census Bureau Regional Office?
 - a. Michigan is covered by the Chicago regional office of the Census Bureau. The Census Bureau is in the process of hiring staff to coordinate and cooperate with local activities. However, it would be helpful for local officials to directly contact the regional office since there will be less U.S. Census staff on the ground in 2020 compared to 2010. The Chicago office can be reached at (630) 288-9200 or Chicago.Regional.Office@census.gov
3. Are you familiar with the populations in our community that are traditionally missed in the census?
 - a. Local leaders can play a critical role in reducing undercounts in their communities by helping the Census Bureau identify and focus on hard-to-count (HTC) populations. The U.S. Census Bureau and the City University of New York (CUNY) have mapping tools that are helpful in identifying areas of your community that are traditionally undercounted.
 - i. ROAM: www.census.gov/roam
 - ii. CUNY HTC Interactive Database: www.censushardtocountmaps2020.us
4. Have you organized a Complete Count Committee for our area?
 - a. To ensure a complete and accurate count, local government officials need to engage their community and develop trusted voices to provide information and motivation to residents in the area. One proven tool is the Complete Count Committee (CCC), a volunteer organizing body created at the local level to increase awareness of and participation in the census. As trusted messengers, nonprofit leaders can be key partners with local officials in the formation and implementation of a CCC.

Resources:

- National League of Cities Guide to Preparing for Census 2020
https://www.nlc.org/sites/default/files/2018-10/Census%202020%20MAG_0.pdf
- U.S. Census Bureau Guide to Census Complete Count Committees
<https://www.census.gov/content/dam/Census/newsroom/press-kits/2018/ccc-guide-d-1280.pdf>

Reports

Mayor

Council

City Manager

**Public
Comment
-Any
Topic**

Adjournment