-- 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, DECEMBER 17, 2018, 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*. Due to recent complaints from those in attendance trying to listen, audience members are kindly reminded to **please refrain from having private conversations while meetings are in progress—it is disruptive and NOT allowed.** Unless you are a scheduled speaker from the floor or in the process of giving public comment for the record, audience members should not converse in the Council Chambers during meetings--if you feel that you must converse during a meeting, you are kindly asked to please do so in the hallway, away from the doors. 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 West Branch 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

VIII. Bids

A. Public Works pickup

IX. Unfinished Business

X. New Business

A. Bills payable.

B. Kenneth Kish resignation from the Board of Review

C. March for Life Special Event Permit

D. Approval of MDOT contract 18-5464

E. Wellhead protection approval

F. MERS Signature Validation

G. Request to Create New "Community Development" Board (with IDC members)

H. Amendment of City Employee Personnel Policy Manual RE Drug Free Workplace

I. Approval of Health Insurance Change & Amendment to PD Union Contract

J. Re-Opening of Greenland Street

K. Option of switching to postcard invoices

L. Judging of City ugly sweater competition

M. Proclamations/Service awards

XI. Approval of the minutes and summary from the Meeting held December 3, 2018 as well as the closed session minutes from the meeting on November 19, 2018 and December 3, 2018

XII. Consent Agenda (These items are considered routine and can be enacted in one motion)

A. Treasurer's report and Investment Summary

B. Minutes from the Planning meeting held November 13, 2018

C. Minutes from the IDC meeting held December 21, 2017

D. November Police Report

XIII. Communications

A. Charter lineup change

B. Fire Department annual contribution amounts

C. MML Elected Academy Core Weekender

D. 911 Authority Formation

XIV. Reports and/or comments

A. Mayor

1. Appointment of City's 911 Authority Rep.

2. Appointment of City's Community Dev. Bd. (if approved)

B. Council Members

C. City Manager

1. Introduction of CEDAM Fellow Mary Bickell

XV. Public Comment on any item (limited to 3 minutes)

XVI. Adjournment

Call to Order

Roll Call

Pledge of Allegiance

Public Hearings

Additions to the Agenda

Public Comment -Agenda Items

Scheduled Matters from the Floor

Bids

REQUEST FOR BIDS

Print This E-mail This

The City of West Branch is accepting sealed bids for a 3/4 ton extended cab or crew cab pickup.

For additional specifications on the truck, please contact DPW Superintendent Mike Killackey at 989-965-4982.

Sealed bids noting "Truck Bid" can be mailed or dropped off at City Hall, 121 N. Fourth St., West Branch, MI 48661 by Wensday December 12, 2018 at noon. Sealed bids will be opened at that time and submitted to Council at a following meeting for their review and approval.

CHEVROLET
ERNELIUS
TY MICHIGAN

Bennett PO Box 189
e City, MI 48654

UNITED STATES POSTAGE
PITNEY BOWE
02 1P $ 000.47
0000243018 DEC 05 201
MAILED FROM ZIP CODE 4865

City of West Branch @ Mike Killackey
121 N 4th St.
West Branch MI 48661

RECEIVED
DEC 11 2018
BY:

48661$1217 C001

CHEVROLET

FERNELIUS CHEVROLET, INC.

CHAD WILSON
Sales & Leasing Professional

T (989) 685-2401
F (989) 685-3070
C (989) 820-7467
whiteshoes54@yahoo.com

MARK of EXCELLENCE
AWARD WINNER

113 S BENNETT
ROSE CITY, MI 48654
ferneliuschevrolet.com

CHEVROLET FERNELIUS ROSE CITY, MICHIGAN

To: Mike Killackey **From:** Fernelius Chevrolet

Fax: **Pages:** 4

Phone: **Date:** 11-29-18

Re: **CC:**

Return Fax: 989-685-3070 Phone: 989-685-2401
Address: 113 S Bennett, Rose City, MI 48654
BAC # 115224 DEALER CODE# 44465

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

Fernelius Bid for
city of West Branch

Thanks,
Chad

HARD copys will
be mailed 11/30/18

[Pick the date]

Fernelius Chevrolet PROPOSAL

Find Number 11465 Salesperson Wilson,Chad Date 12/05/2018

Purchaser City Of West Branch Co Buyer Mike Killackey

Address 121 N 4th St City West Branch State MI Zip 48661

Home (989) 345-0408 Work Cell (989) 965-4982 Email no email

New/Used New Stock# Year 2019 Make Chevy Model 2500

Mileage 0 Color white Body Style double cab CYL 8 Trans auto

VIN# ☐ GM Preferred Pricing ☐ GM Owner Loyalty ☐ GM Card ☐ Referral

TRADE IN(S): Year 0 Make Model

VIN# Mileage Color

PAYOFF TO: PAYOFF AMT: Good Until PerDiem

Address City, State Zip Phone:

Account No. Quoted by:

MSRP:	**40861.00**
Discount:	**139.00**
Price:	**41000.00**
Accessories:	**0.00**
VSA/GAP:	**0.00**
Admin Fee:	**210.00**
Tax:	**0.00**
Title/Lic:	**15.00**
Trade:	**0.00**
Trade Payoff:	**0.00**
Total Down:	**10600.00**
Balance:	**30625.00**

Day to First Payment: 0

ESTIMATED MONTHLY PAYMENT:

Cash Down:	**0.00**	**0.00**	**0.00**	**0.00**
Term:	**0**	**0**	**0**	**0**
Estimated Payment:	**30625.00**	**30625.00**	**30625.00**	**30625.00**

Signature x **Signature x**

HART
BUICK-GMC
P.O. BOX 366 • 3433 WEST M-55 • WEST BRANCH, MI 48661

BID FOR 2500HD

RECEIVED
DEC 10 2018
BY:

Ross Elliott
HART BUICK GMC INC

Logout

Main > Order Vehicles > Configure a New Vehicle: Choose Options

PLAN & FORECAST | ORDER VEHICLES | MANAGE INVENTORY | LOCATE VEHICLES | DELIVER VEHICLES | REPORTS & TOOLS

Configure a New Vehicle: Choose Options

Choose Model | Choose Options | View Summary

Options Added and Removed

Select Vehicle Options — View Weekly Constraints Report (Retail)

Expand / Collapse All Options

	Option Code	Description	MSRP	None
Primary Color* [GAZ]				
☐	G1K	Stone Blue Metallic	$395.00	
☐	G2X	Deep Mahogany Metallic	$395.00	
☐	G7C	Cardinal Red	$0.00	
☐	GAN	Quicksilver Metallic	$395.00	
☑	GAZ	Summit White	$0.00	
☐	GBA	Onyx Black	$0.00	
☐	GPA	Dark Slate Metallic	$395.00	
☐	GPJ	Red Quartz Tintcoat	$495.00	
Trim* [H2R]				
☐	H0U	Jet Black, Cloth seat trim	$0.00	
☐	H1Y	Jet Black, Leather-appointed front seat trim	$0.00	
☐	H2Q	Dark Ash seats with Jet Black interior accents, Vinyl seat trim	$0.00	
☑	H2R	Dark Ash seats with Jet Black interior accents, Cloth seat trim	$0.00	
☐	H2S	Dark Ash seats with Jet Black interior accents, Cloth seat trim	$0.00	
☐	H2T	Cocoa/Dune, Cloth seat trim	$0.00	
GVWR [GEH]				
☑	GEH	GVWR, 9500 lbs. (4309 kg)	$0.00 ✓	
Engine* [L96]				
☑	L96	Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel	$0.00 ✓	
Transmission* [MYD]				
☑	MYD	Transmission, 6-speed automatic, heavy-duty, electronically controlled	$0.00 ✓	
Emissions				
☐	FE9	Emissions, Federal requirements	$0.00	
☐	NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	$0.00	
☐	YF5	Emissions, California state requirements	$0.00	
Rear Axle [GT5]				
☑	GT5	Rear axle, 4.10 ratio	$0.00	
Tires [QXT]				
☐	QF2	Tires, LT275/65R18E 123/120Q	$550.00	
☐	QFC	Tires, LT265/60R20E all-terrain, blackwall	$200.00	
☐	QGM	Tires, LT265/70R18E all-terrain, blackwall	$200.00	
	QHQ	Tires, LT245/75R17E all-season, blackwall	$0.00	

MY CONFIGURATION

2019 GMC GDBLHD - TK25753 - 2500HD Sierra: 4WD, Double Cab Standard Box

PEG: 1SA

Order Type: FLT Fleet, FNR-Fleet, Commercial

RELATED LINKS

- View List of All Options and Their Detailed Descriptions
- US On-Line Order/Reference Guide

$30,500.00
WITH BOX

$29,500.00
WITH OUT BOX

☐			
☐	QWF	Tires, LT265/70R18E all-season, blackwall	$0.00
☑	QXT	Tires, LT265/70R17E all-terrain, blackwall	$200.00

Wheels [PYN]

☑	PYN	Wheels, 17" (43.2 cm) steel	$0.00
☐	PYQ	Wheels, 17" (43.2 cm) machined aluminum	$0.00
☐	PYR	Wheels, 18" (45.7 cm) chromed aluminum	$1,295.00
☐	PYT	Wheels, 18" (45.7 cm) painted steel	$295.00
☐	PYU	Wheels, 20" 5-spoke forged polished aluminum	$1,695.00

Radio [IOB]

☐	IO5	Audio system, 8" diagonal Color Touch Screen with GMC Infotainment System, AM/FM/SiriusXM, HD Radio	$0.00
☑	IOB	Audio system, 7" diagonal Color Touch Screen with GMC Infotainment System, AM/FM	$0.00

Seats* [AE7]

☑	AE7	Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline	$0.00
☐	AZ3	Seats, front 40/20/40 split-bench, 3-passenger.	$435.00

Paint Scheme [ZY1]

☑	ZY1	Paint, solid	$0.00

Ship- Through Codes

☐	TVY	Ship Thru, Produced and shipped to Anchorage VDC then to TK Services and returned to Anchorage VDC for shipping to final destination	$0.00
☐	VDG	Ship Thru, Produced in Oshawa Assembly and shipped to Reading Truck Equipment in Pontiac, MI. Returned to Flint Assembly for shipping to final destination.	$0.00
☐	VDL	Ship Thru, Produced at Oshawa Assembly shipped to Knapheide Truck Equipment, Flint, MI return to Flint Assembly	$0.00
☐	VDM	Ship Thru, Produced in Oshawa Assembly and shipped to Monroe Truck Equipment in Flint, MI. Returned to Flint Assembly for shipping to final destination.	$0.00
☐	VTH	Ship Thru, Oshawa Assembly shipped to Auto Truck Group, Roanoke, IN. Returned to FT. Wayne Assembly for shipping to final destination.	$0.00

Additional Options

COVERING FLOOR

☐	B30	Floor covering, color-keyed carpeting	$100.00
☑	BG9	Floor covering, Graphite-colored rubberized-vinyl	$0.00

FLEET MANAGEMENT COMPANIES

☐	R6A	ARI	$0.00
☐	R6R	Donlen Corp	$0.00
☐	R6T	Emkay	$0.00
☐	R6U	GE Capital	$0.00
☐	R7A	Enterprise Fleet	$0.00
☐	R7G	LeasePlan USA	$0.00
☐	R7H	Mike Albert Leasing	$0.00
☐	R7W	PHH	$0.00
☐	R8N	Wheels Inc.	$0.00

GENERATOR

☐	KG4	Alternator, 150 amps	$0.00
☑	KW5	Alternator, 220 amps	$0.00

HVAC SYSTEM

☑	C67	Air conditioning, single-zone	$0.00
☐	CJ2	Air conditioning, dual-zone automatic climate control	$0.00

MIRROR O/S

☐	DF2	Mirrors, outside high-visibility vertical trailering-style, Black	$0.00
☑	DPN	Mirrors, outside heated power-adjustable vertical camper upper glass, manual-folding and extending, black.	$0.00

OnStar

	R8G	OnStar Additional 27 mos. Safety & Security	W/A

☐			
☐	R8P	OnStar 33 Additional Months of Fleet Safety&Security	W/A
☐	RFH	OnStar Additional 30 Months of OnStar Security Service	W/A
SPEAKER SYSTEM			
☑	UQ3	6-speaker audio system	$0.00
☐	UQA	Bose Sound with 6 speaker system	$500.00
TIRE SPARE			
☐	ZWF	Tire, spare LT265/70R18E all-season, blackwall	$0.00
TRANSFER CASE			
☐	NQF	Transfer case, electronic shift with rotary dial controls	$200.00
Other			
☐	5JY	LPO, Soft folding tonneau cover	$625.00
☑	9L7	Upfitter switches, (4)	$125.00
☑	A31	Windows, power with driver express up and down and express down on all other windows	$0.00
☐	A48	Window, power, rear sliding with rear defogger	$0.00
☐	A60	Tailgate, locking, utilizes same key as ignition and door	$0.00
☑	A91	Remote Locking Tailgate	$0.00
☐	AG1	Seat adjuster, driver 10-way power	$0.00
☑	AKO	Glass, deep-tinted	$0.00
☑	AQQ	Remote Keyless Entry	$0.00
☑	AU3	Door locks, power	$0.00
☑	AY0	Airbags	$0.00
☐	B86	Moldings, bodyside, body color	$0.00
☐	BI5	Fleet Customer	W/A
☐	BTV	Remote vehicle starter system	W/A
☐	C49	Defogger, rear-window electric	$225.00
☐	CGN	Bed Liner, Spray-on	$495.00
☑	DD8	Mirror, inside rearview auto-dimming	$0.00
☑	E63	Pickup box	$0.00
☐	FVX	National fleet incentive	$0.00
☑	G80	Differential, heavy-duty locking rear	$0.00
☐	JF4	Pedals, power-adjustable	$0.00
☑	JL1	Trailer brake controller, integrated	$0.00
☐	K05	Engine block heater	$100.00
☑	K34	Cruise control, steering wheel-mounted	$0.00
☑	K47	Air cleaner, high-capacity	$0.00
☑	K4B	Battery, 730 cold-cranking amps, auxiliary	$135.00
☐	KA1	Seating, heated driver and front passenger	W/A
☑	KC4	Cooling, external engine oil cooler	$0.00
☑	KI4	Power outlet, 110-volt AC	$0.00
☑	KNP	Cooling, auxiliary external transmission oil cooler	$0.00
☐	N37	Steering column, manual Tilt-Wheel and telescoping	W/A
☐	NAA	LPO, Rocker Guard	$525.00
☐	NB8	Emissions override, California	$0.00
☐	NB9	Emissions override, state-specific	$0.00
☐	NC7	Emissions override, Federal	$0.00
☑	NZZ	Underbody Shield, frame-mounted shields	$0.00
☐	P0G	GM Commercial Link - 1 year of Service	$120.00
☐	P0H	GM Commercial Link - 2 years of Service	$240.00
☐	P0I	GM Commercial Link - 3 years of Service	$360.00
☐	P0J	OnStar Additional 21 months of OnStar Fleet Safety and Security.	$0.00
☐	P0K	OnStar Additional 33 months of OnStar Fleet Safety and Security.	$0.00
	P0L		$0.00

☐		OnStar Additional 45 months of OnStar Fleet Safety and Security.	
☐	P0M	OnStar Additional 21 months of OnStar Fleet Remote Access.	$0.00
☐	P0N	OnStar Additional 33 months of OnStar Fleet Remote Access.	$0.00
☐	P0O	OnStar Additional 45 months of OnStar Fleet Remote Access.	$0.00
☐	PCM	SLE Preferred Package	W/A
☐	PCO	LPO, Essentials Package	$1,295.00
☑	PDD	Sierra Convenience Package	$1,140.00
☐	PDO	LPO, Protection Package	$385.00
☐	PEA	TI Processing Option	$0.00
☐	PEH	HD SLE Gas Preferred Plus Package	W/A
☑	PPA	Tailgate, EZ-Lift and Lower	$0.00
☐	PR6	SiriusXM Radio Additional 9 months of the SiriusXM All Access Package.	$0.00
☐	PR7	SiriusXM Radio Additional 21 months of the SiriusXM All Access Package.	$0.00
☐	PR8	SiriusXM Radio Additional 33 months of the SiriusXM All Access Package.	$0.00
☐	R7K	Fleet Customer	$0.00
☐	R7R	International Fleet Sales Processing Code	$0.00
☐	R8L	Fleet Customer	$0.00
☐	R9Q	Processing Option	$0.00
☐	R9Y	Fleet Free Maintenance Credit	-$45.00
☐	RIA	LPO, All-weather floor liner	$210.00
☐	RVQ	LPO, Black tubular assist step, 6" rectangular	$700.00
☐	RVS	LPO, Black tubular assist steps, 4" round	$630.00
☐	RWK	LPO, Bodyside moldings, body-colored	$275.00
☐	RZB	LPO, Sierra body-color accented grille	$495.00
☐	S6V	LPO, Cargo box retractable driver side only side assist step	$360.00
☑	SAF	Tire carrier lock	$0.00
☐	SF6	LPO, Body color wheel arch moldings	$700.00
☐	SFE	LPO, Wheel locks, set of 4	$75.00
☐	SJ9	LPO, Grille, chrome surround with body-color inserts	$495.00
☐	SNO	LPO, Hitch Package	$295.00
☐	T3U	Fog lamps, front, halogen	W/A
☐	TCG	Ship Thru, Produced in Oshawa Assembly and shipped to Canfield Equipment, Warren, MI. Returned to Flint Assembly for shipping to final destination.	W/A
☐	TG5	Single-slot CD/MP3 player	$0.00
☑	TRW	Provision for cab roof-mounted lamp/beacon	$0.00
☐	U01	Lamps, Smoked Amber roof marker	$55.00
☐	U2K	SiriusXM Radio	$0.00
☐	U2L	Radio, HD	$0.00
☐	UD7	Rear Park Assist, Ultrasonic	W/A
☐	UE1	OnStar and GMC connected services capable	$175.00
☑	UF2	LED Lighting, cargo box with switch on center switch bank	$0.00
☐	UF3	Switch, High Idle	$200.00
☐	UG1	Universal Home Remote	$0.00
☐	UJ5	LPO, Rear seat DVD entertainment system	$1,995.00
☐	UK3	Steering wheel audio controls	$0.00
☑	UVC	Rear Vision Camera	$0.00
☐	UY2	Trailering wiring provisions, for trailering, fifth wheel and gooseneck trailer	$35.00
☑	V76	Recovery hooks, front, frame-mounted, black	$0.00
☐	VAV	LPO, All-weather floor mats	$180.00
☐	VBJ	LPO, Rear underseat storage, composite storage bin	$255.00
☐	VBR	LPO, Rubber bed mat	$150.00
☐	VGU		$0.00

	Ship Thru, Produced in Oshawa Assembly shipped to BrandFX, Fairmount, IN. Returned to FT. Wayne Assembly for shipping to final destination.	
☐ VK3	License plate kit, front	$0.00
☐ VPB	LPO, Vinyl tonneau cover	$535.00
☐ VQ1	Fleet processing option	$0.00
☐ VQ2	Fleet processing option	$0.00
☐ VQ3	Fleet processing option	$0.00
☐ VQK	LPO, Front and Rear Molded Splash Guards, Black	$225.00
☐ VQT	LPO, Tonneau cover, Hard tri-folding	$950.00
☐ VQY	LPO, Chrome recovery hooks	$250.00
☐ VQZ	LPO, Polished exhaust tip	$150.00
☐ VRV	LPO, Body Color Molded Splash Guards	$315.00
☐ VV4	GMC 4G LTE and available built-in Wi-Fi hotspot	$0.00
☐ VXH	LPO, Assist steps, chromed tubular, 6" rectangular	$750.00
☐ VXJ	LPO, Assist steps, chromed tubular, 4" round	$685.00
☑ VYU	Snow Plow Prep Package	$385.00
☐ VZX	LPO, Bed liner	$355.00
☐ YK6	SEO Processing Option	$0.00
☐ YM8	LPO Processing Option	$0.00
☐ Z6A	Gooseneck / 5th Wheel Prep Package	$370.00
☐ Z71	Suspension Package, Off-Road	$0.00
☑ Z82	Trailering equipment	$0.00

Special Equipment Options

☐ 01U	Special Paint	$0.00
☐ 4GM	Tire, Spare LT265/70R18E all-terrain	$66.00
☐ 5H1	Key equipment, two additional keys for single key system	$45.00
☐ 5Z4	Spare wheel, carrier and lock delete	-$20.00
☐ 8Q3	Rear Seat Delete	W/A
☐ 8S3	Backup alarm, 97 decibels	$138.00
☐ 9G3	Suspension Package, off-road, for base decor vehicles	$275.00
☐ 9L3	Spare tire delete	-$50.00
☐ 9M4	Decal and name plate delete, tailgate	$0.00
☐ 9V5	Paints, solid, Woodland Green	$425.00
☐ 9W3	Paints, solid, Wheatland Yellow	$425.00
☐ 9W4	Paints, solid, Tangier Orange	$425.00
☐ SFW	Backup alarm calibration	$50.00
☐ TGK	Special Paint, Solid, one color	$425.00

Fleet Customer Codes → Apply Fleet Customer Code

Base Price:	$40,800.00
Total Options:	$1,985.00
Total Price:	$42,785.00
Destination Charge:	$1,495.00
TOTAL PRICE W/ DFC†:	$44,280.00

CANCEL BACK NEXT: VIEW SUMMARY

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GM [illegible] for official GM Price Schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.

[illegible] FAQs Site Map

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DEC 11 2018
SC

Sealed bid (Truck)
Hodges

Tom Hodges
CHEVROLET CHRYSLER DODGE RAM JEEP

MOTOR VEHICLE PURCHASE AGREEMENT

2266 S. M-76 PO Box
West Branch MI 4866
989.345.1022 Fax 989.3

Salesperson MAC 290
Buyer's Name W.B.D.P.W.
Address
P.O. Box
City State Zip
Email Address
Phone(home) (work)
SSN# DOB
DL# County
Co-buyer's Name
Address
City State Zip
Phone (Home) (Work)
SSN# DOB
DL#

Date Stock #
Year Make Model
VIN
Color Mileage

WARRANTY DISCLAIMER

We the seller, hereby expressly disclaim all warranties, either expressed or im
Including any implied warranty of merchantability or fitness for a particular
and we neither assume nor authorize any other person to assume for us any
liability in connection with the sale of the vehicle. The manufacturer's warrar
is not affected by the disclaimer or warranties by the selling dealer.
( ) AS IS; This Vehicle is sold "as is" by us
( ) The only Dealer Warranty on this vehicle is the Limited Warrant

Trade Year Make Model
VIN
Mileage Color
Lienholder
Address City State Z
Payoff Good through
Account #

Selling Price	41192	40
Added Options		
Anti-theft	100	00
CVR Fee	24	00
Trade Tax Credit		
Documentary Fee	200	—
Total Taxable Price	41,416	40
Sales Tax	EXEMPT	
Service Contract		
Labor & other Non-taxables		
License/In-transit		
Title	15	—
Transfer		
Recreation Passport		
Total Delivered Price	41431	40
Less Rebates	10,600	
Less Cash Deposits		
Trade Allowance		
Less Lien		
Net Trade Allowance		
Cash to be Paid at Delivery		
UNPAID BALANCE TO FINANCE	30,831	40

LICENSE TRANSFER & TITLE INSURANCE
Plate # Expiration Date
Insurance Company Name
Agent
Address
Phone
Policy # Effective Date
Payments Quoted Term Rate

Accepted by

Purchaser agrees that this order includes all of the terms and conditions on bo
the face and reverse side hereof, that this order cancels and supersedes any pr
agreement and as of the date hereof comprises the complete and exclusive
statement of the terms of the agreement relating to the subject matters covere
hereby, and that this order shall not become binding until accepted by the dea
or his authorized representative. If a credit sale, required information contain
a separate disclosure statement is made a part of this form.

Purchaser's Signature

TEAM HODGES, INC

ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up windows functionality. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transaction. For assistance, contact the OWB Help Desk at 1-888-307-3000.

jvm001 Logout

ORDER Workbench | Main > Order Vehicles > Configure a New Vehicle: Summary

PLAN & FORECAST | ORDER VEHICLES | MANAGE INVENTORY | LOCATE VEHICLES | DELIVER VEHICLES | REPORTS & TOOLS

Configure a New Vehicle: Summary

BAC: 115236 BFC: 1 Name: TEAM HODGES, INC

Choose Model | Choose Options | Summary

Review the vehicle configuration information in order to ensure that it is correct. If you need to make a change click "Back" to return to the Configure a New Vehicle: Choose Options screen. Click "Submit as Preliminary Order" to submit this configuration as a preliminary order. Click "Save to Stored Configurations" in order to save this configuration. Click "Cancel" to cancel the entire configuration.

Note: A submitted preliminary order is of Event Code 1100 (Preliminary Order Accepted).

RELATED LINKS

- View My Allocation and Constraints
- View Stored Configurations
- US On-Line Order/Reference Guide

View Dealer Version

Model Information

Model Year: 2019 Division: CHEVROLET TRUCK Allocation Group: SILVHD

Model: CK25753 - 2500HD Silverado: SWB, 4WD, Double Cab Pickup

Order Type: TRE-Retail Stock

VIN: UPDATE Priority: 99 Change-to: 115236 BFC: 1

Stock No: LOCATE Quantity: 1 Ship-to: 115236 BFC: 1

MSRP:	$42,100.00	MSRP W/DFC:	$43,595.00
Invoice:	$39,597.40	Invoice W/DFC:	$41,092.40
GMS:	$38,313.50	GMS W/DFC:	$39,808.50
Supplier:	$39,897.40	Supplier W/DFC:	$41,392.40

Preferred Equipment Group †

PEG: 1WT

Color

Primary Color: GAZ - Summit White

Trim

TRIM: Dark Ash with Jet Black Interior Accents, Cloth seat trim

Options

[illegible]	Upfitter switches, (4)	[illegible]	Cooling, auxiliary external transmission oil cooler
[illegible]	Windows, power with driver express up and down and express down on all other windows	[illegible]	Alternator, 220 amps
A91	Remote Locking Tailgate	L96	Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel
AE7	Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline	MYD	Transmission, 6-speed automatic, heavy-duty, electronically controlled
AKO	Glass, deep-tinted	NZA	Wheels, 17" x 7.5" (43.2 cm x 19.1 cm) full-size, steel spare.
[illegible]	Remote Keyless Entry		

AU3:	Door locks, power	
AY0:	Airbags, Double Cab: Single-stage frontal airbag for driver; Dual-stage front airbag for front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions;	
[illegible]	Floor covering, Graphite-colored rubberized-vinyl	
C67:	Air conditioning, single-zone	
[illegible]	Mirror, inside rearview auto-dimming	
DPN:	Mirrors, outside heated power-adjustable vertical trailering, upper glass, manual-folding and extending, Black;	
E93:	Pickup box	
FE9:	Emissions, Federal requirements	
G80:	Differential, heavy-duty locking rear	
[illegible]	GVWR, 9500 lbs. (4309 kg)	
G15:	Rear axle, 4.10 ratio	
ICB:	Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	
JL1:	Trailer brake controller, integrated	
K34:	Cruise control, steering wheel-mounted	
[illegible]	Air cleaner, high-capacity	
K4B:	Battery, 730 cold-cranking amps, auxiliary	$135.00
KC4:	Cooling, external engine oil cooler	
K[illegible]:	Power outlet, 110-volt AC	
NZZ:	Underbody Shield, frame-mounted shields	
PCM:	WT Convenience Package	$1,000.00
PPA:	Tailgate, EZ-Lift and Lower	
PYN:	Wheels, 17" (43.2 cm) steel	
QX1:	Tires, LT265/70R17E all-terrain, blackwall	$200.00
SAF:	Tire carrier lock	
TRW:	Provision for cab roof-mounted lamp/beacon	
U01:	Lamps, Smoked Amber roof marker	$55.00
U2J:	SiriusXM Radio, delete	
[illegible]	OnStar, delete	
UQ3:	6-speaker audio system	
UVC:	Rear Vision Camera	
V22:	Grille surround, chrome	
V43:	Bumper, front chrome	
V76:	Recovery hooks, front, frame-mounted, black	
VJH:	Bumper, rear chrome with bumper CornerSteps	
VYU:	Snow Plow Prep Package	$385.00
Z82:	Trailering equipment	
ZY1:	Paint, solid	

▶ Save in Stored Configurations

CANCEL BACK

North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime without notice.

Order Workbench FAQs Site Map

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12/12/18 Bids were opened for the 3/4 ton DPW truck at 12:00 pm.
In attendance were DPW Superintendent Mike Killackey and City Clerk John Dantzer

	Fernelius	Hart	Hodges
Truck	$30,625	$30,500	$30,831
Light package option not included in bid		$55	
Upgrade tires not included in bid	$200		
TOTAL BID	$30,825	$30,555	$30,831

DPW Superintendent Killackey did go over the bids and confirmed they are comparable trucks and options and recomends Hart based on the lower total cost.

This will be puchased with a grant from Rural Development with the City being responsible for 45% of the total cost
The cost to the City for this $44,280 will be $13,749.75

Unfinished Business

New Business

ATTACHED IS A

LIST OF THE

BILLS TO BE APPROVED

AT THIS COUNCIL MEETING

BILLS	$38,656.73
BILLS AS OF 12/13/18	*$38,656.73*
Additions to Bills as of	*$0*
Paid but not approved	*$6.62*
TOTAL BILLS	**$38,663.35**

BILLS ARE AVAILABLE

AT THE MEETING

FOR COUNCIL'S REVIEW

Vendor Name	Amount	Description
BADER & SONS CO	207.27	PARTS
BS & A SOFTWARE	1,000.00	METER READING
BUNTING SAND & GRAVEL PRO INC	114.39	SAND FOR PROJECTS
C2AE	234.70	FAIRVIEW/VALLEY ROADS
CHARTER COMMUNICATIONS	199.95	POLICE PHONE & INTERNET
CONSUMERS ENERGY	12,538.02	ELECTRIC
CORE TECHNOLOGY	3,857.00	ANNUAL CORE MAINTENANCE
DEAN ARBOUR FORD	57.75	POLICE REPAIR
DLL FINANCIAL SERVICES INC	70.08	POLICE COPIER
EDC INVESTMENTS LLC	1,350.00	ANNUAL SIGN RENTAL LEASE 2019
ELECTION SOURCE	100.00	ELECTION FEES
FOSTER BLUE WATER OIL LLC	2,347.22	FUEL
GALLS LLC	119.92	POLICE UNIFORMS ITEMS
GE EQUIP SMALL TICKET LLC	33.71	REFUND FROM DEC BOR ADJUSTMENT
GREEN ACE HARDWARE	157.41	VARIOUS SUPPLIES
HOME DEPOT	50.28	SUPPLIES
HYG FINANCIAL SERVICES INC	1,192.65	REFUND FROM DEC BOR ADJUSTMENT
INK & THREAD LLC	72.00	POLICE UNIFORM WORK
MAMC	120.00	MEMBERSHIPS DANTZER & FRECHETTE
MEDLER ELECTRIC CO	124.57	WWTP FUSE
MI AWWA	400.00	KILLACKEY & BRINDLEY TRAINING
MISS DIG SYSTEM INC	693.25	ANNUAL MEMBERSHIP FEE
OFFICE CENTRAL	273.99	VARIOUS SUPPLIES
OGEMAW COUNTY HERALD ADLINER	258.52	ADS
PITNEY BOWES	34.99	MONTHLY RENTAL
ROBINSON, JOANNE	340.24	UB refund for account: 000500
SELLEY'S CLEANERS	89.75	POLICE UNIFORM CLEANING
SPARTAN STORES LLC	13.32	WWTP SUPPLIES
STATE OF MICHIGAN	95.00	KILLACKEY WASTEWATER TREATMENT OP RENEWAL
STATE OF MICHIGAN	1,950.00	ANNUAL NPDES PERMIT FEE
STEPHENSON & COMPANY PC	8,915.00	FINAL BILLING FOR FY END 6 30 18, F-65, CONSULTING SVCS & EXTENSION
UNIFIRST CORPORATION	721.00	UNIFORMS
UPS	4.12	WATER POSTAGE
VILLAGE QUIK LUBE	418.66	POLICE REPAIRS
WALTERS, KEN	50.00	REFUND BOOT DIFFERENCE - CHANGE IN POLICY
WEST BRANCH NAPA AUTO TRUCK	451.97	VARIOUS SUPPLIES
TOTAL	**38,656.73**	

12/7/18

I hereby resign from the BOR at the end of 2018.

Ken Kock

City of West Branch

121 North Fourth Street • West Branch, Michigan 48661
(989) 345-0500 • Fax (989) 345-4390 • e-mail: cityhall@westbranch.com

Special Event Permit

Event Name: March For Life

Event Date: January 19, 2019 Start Time: 10:00 AM End Time: 12:00

Name of Sponsoring Organization: Norma Andrews & Missy Dantzer

Address: 4098 Stark Dr, West Branch

Contact Person: Missy Dantzer Phone Number: 345-5681
Norma Andrews 343-0694

Describe the purpose of this event: To defend every person's right to Life

Point of Assembly: 2nd Street Parking Lot (Behind G's Pizza

Proposed Route (start to finish, attach route diagram): 2nd Street, up Houghton Ave ending at Courthous

In an effort to help your event run smoothly you must make sure the following departments are aware of and/or can staff your event. **Please obtain signatures from each department listed advising us that they are aware:**

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

Chief of Police

Ogemaw County Posse - services NOT needed ☑ arrangements have been made ☐

Chief of Police

The applicant for a Special Event Permit and any other persons, organizations, firms or corporations on whose behalf the corporation is made, by filing this Permit, do represent, stipulate, contract and agree that they will jointly and severally indemnify and hold the City of West Branch harmless against liability for any and all claims for damage to property, injury to or death of persons arising out of or resulting from the issuance of this Permit or the conduct of the Event or its participants.

Initials of Applicant

Melissa Dantzer
Signature

12-3-18
Date

Norma Andrews

12-3-18

For Office Use Only:

Permit Approved – Yes / No

Manager / Clerk Signature

"City with a Smile"

We need a motion to approve the Michigan Department of Transportation contract number 18-5464 for the N. Valley and Fairview Rd reconstruction projects and authorizing Mayor Denise Lawrence and Manager Heather Grace to sign said contract.

TED (D)
FED

CAB

Control Section	STL 65000
Job Number	130281CON
Project	1801(197)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	18-5464

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WEST BRANCH, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of West Branch, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 26, 2018, attached hereto and made a part hereof:

PART A – FEDERAL AND STATE PARTICIPATION
Hot mix asphalt cold milling, base crushing, shaping, and resurfacing work along Fairview Road from Houghton Avenue northerly to State Street and along North Valley Street from Houghton Street northerly to State Street; including concrete sidewalk ramp work; and all together with necessary related work.

PART B – NO STATE OR FEDERAL PARTICIPATION
Watermain installation work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS", pursuant to PA 234 of the Public Acts of 1987, MCL 247.660; and

WHEREAS, it was determined that the PROJECT as described by this contract qualifies for funding pursuant to PA 233, Section 2(2); Public Act of 1987 and categorized as:

D FUNDED PROJECT

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal Program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

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

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

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be done in accordance with PART II, Section II of this contract.

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

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met by contributions by the Federal Government and/or TED FUNDS. Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 80 percent up to an amount not to exceed 307,926. State TED FUNDS Category D shall be applied to the eligible items of the PART A portion of the PROJECT COST, after deduction of Federal Funds, at a participation ratio equal to 20 percent up to an amount not to exceed $10,540. The remaining balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds and/or TED FUNDS, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal Funds or TED FUNDS and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share, if any, of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds and/or TED FUNDS earned as the PROJECT progresses.

Any items of PROJECT COST not reimbursed by Federal Funds and/or TED FUNDS will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

7. At such time as traffic volumes or safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT,

both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, if applicable, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that, if applicable, remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the FHWA.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

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

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

19. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

20. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF WEST BRANCH

By_____
Title: City Manager Heather Grace

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

FORM APPROVED
MID 11/14/18
ASSISTANT
ATTORNEY
GENERAL

RDB
11/8/18

September 26, 2018

EXHIBIT I

CONTROL SECTION	STL 65000
JOB NUMBER	130281CON
PROJECT	1801(197)

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$510,100	$135,400	$645,500

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$510,100	$135,400	$645,500
Less Federal Surface Transportation Funds*	$307,926	$ -0-	$307,926
Less State TED FUNDS**	$ 10,540	$ -0-	$ 10,540
BALANCE (REQUESTING PARTY'S SHARE)	$191,634	$135,400	$327,034

*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.
**State TED FUNDS shall be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 20 percent up to an amount not to exceed $10,540.

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

   The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

   The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

   If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

   In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

   Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

   Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

      With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

<u>Revised June 2011</u>

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

   a. Withholding payments to the contractor until the contractor complies; and/or

   b. Canceling, terminating, or suspending the contract, in whole or in part.

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

Wellhead Protection

These materials are quite lengthy, so are being emailed separately as an attachment.

MERS Signature Validation

Effective January 1, 2019, we are asking all customers to establish an authorized signatory to execute contracts with MERS. This change is in an effort to ensure consistency and compliance when completing legally-binding documents.

The authorized signatory will be a designated position (ex: Finance Director, Administrator), not a person. You will have the option to choose up to three positions to serve as signatories. Employees in this role will be authorized to sign MERS' contracts relating to the adoption, amendment, and termination of MERS' products, and defined benefit service credit purchase approvals.

Municipalities have the option to opt out of selecting an authorized signatory. However, in that event, all contracts related to the above mentioned items will need to be accompanied by Board minutes showing approval.

POSSIBILITY OF "COMMUNITY DEVELOPMENT BOARD"

1) The City of West Branch is looking to potentially create a new board, a "Community Development Board," which will serve as an advisory board to help develop a proposed plan to present to Council that will lay out a roadmap for how the City could best spend some specific City funds in order to better develop the West Branch Community. During our participation in the MEDC sponsored "Project Rising Tide" initiative, there would be no better time to attempt to utilize these funds than now, while we have access to additional state resources that are not always at our disposal—including the services of a dedicated "Community Development Fellow," Mary Bickel, who will be working with the City for the next 12 months, through a various generous sponsorship by the MEDC (the Michigan Economic Development Corporation) working with CEDAM (the Community Economic Development Association of Michigan).

2) The City currently has some funds that it needs to develop a plan to spend, including the following:
   A) "Economic Advancement Fund" = $ 251,764
   B) "Housing Resource Fund" = $ 184,249
   C) "Industrial Park Fund" = $ 224,501
   D) "Unprogrammed Unassigned Fund Balance" = $ 212,508

   As such, the purpose of creating the "Community Development Board" will be for the purpose of developing the official plan for how to best develop the West Branch community by utilizing the above-mentioned funds, which total $ 873,022—while keeping in mind that some monies will likely want to be saved for future projects, as well as the fact that there are spending restrictions associated with each individual pot of money, as listed below:
   A) The monies in the "Economic Advancement Fund" were committed by a vote of Council years ago to be spent only for the purpose of "economic advancement." Obviously, that is a fairly broad/vague restriction, but a restriction nonetheless, and one that the City should formulate a specific plan for how best to spend those funds in order to most effectively accomplish the stated goal of advancing the City's economy.
   B) The monies in the "Housing Resource Fund" must be spent on items directly related to housing.
   C) The monies in the "Industrial Park Fund" must be spent on items directly related to the City's industrial parks.
   D) The monies listed as "Unprogrammed Unassigned Fund Balance" have no restrictions, other than that they cannot be spent on anything deemed an "illegal municipal expenditure," which basically just means that, in general, we have to make sure that the money is spent on items that

serve a public purpose in some way, and are not used in a manner that causes any actual or perceived conflict of interest.

3) City Administration was hoping that the current membership of the IDC Board would consider also serving as members of this soon-to-be created Community Development Board, or "CDB." Members who are interested in serving would just need to complete the "Application for Open City Board or Commission Position" form that is included in your packet and return it to City Hall ASAP.

Current IDC Board Membership:

IDC **2 YR TERM**

Meets as needed.

7-9 members total. Recommended by IDC board and appointed by city council, strive to maintain representative			
Heather Grace (EX)	9/23/2014		
Mark Dantzer	12/1/2014	12/31/2019	
Charlie Elliott	12/15/2014	12/31/2019	
Kim Ervans	8/14/2003	12/31/2020	
Dan Grenier	2/2/1982	12/31/2020	
Terry McLaren	7/1/1987	12/31/2020	
Heather Neuhaus	2/16/2015	12/31/2018	

List of IDC Board Membership who have confirmed willingness to serve on Community Development Board:

Heather Grace (EX)	9/23/2014
Mark Dantzer	12/1/2014
Charlie Elliott	12/15/2014
Kim Ervans	8/14/2003
Dan Grenier	2/2/1982
John Dantzer (non voting member serving as Secretary/Treasurer)	
Terry McLaren	7/1/1987

Changes to City Employee Personnel Policy Manual RE Drug Free Workplace:

Changes to policy will be presented either via email over the weekend or in paper copy at meeting, as they are still under review.

The goal of the changes is to address recent changes in law in relation to marijuana use and DOT plus federal firearms regulations.

Change in Insurance & New Union Contract Proposal:

Current plan: $ 15,479.30 per month

New plan: $ 13,946.87 per month

Total monthly savings = $ 1,532.43

Total annual savings = $18,389.16

Cost of allowing union officers amendment as per contract: $ 391.94 total per month, or $ 4,703.28 total per year.

Net annual savings to City: $ 13,685.88

Summary of healthcare plan changes:

Losing BCN pediatric vision coverage (but replacing that with VSP vision coverage for all staff and family on plan)

ER visit copays up $100 per

RX copays up $10 per

Summary of Union Contract changes:

-All employees pay 12% of costs (as opposed to only new hires paying 20% while the rest pay 12%)
-All employees guaranteed VSP vision coverage + dental coverage (which they currently have, but not currently guaranteed under contract).
-Change in recitations as per recently Supreme Court decision, but no real substantive effect on City (just changes processes for collecting union dues).

Union has already signed off on changes, just need City Council to approve allowing Manager Grace to sign the newly renegotiated contract.

Net annual savings to City: $ 13,685.88

Re-Opening of Greenland Street:

Offer to purchase real property discussed previously in closed session was not accepted by 12/12/18 deadline. Recommendation to proceed as follows:

(1) Authorize Manager Grace and Attorney Dantzer to pursue blight enforcement proceedings
(2) Authorize DPW Superintendent to re-open Greenland street at his discretion, following a consultation with Attorney Dantzer.

POST CARD/ FULL PAGE INVOICE COMPARISION

	RATE	QUANTITY	TOTAL			RATE	QUANTITY	TOTAL	
15,000 postcard bills	$36.75	15	$551.25	$36.75/1.000	15,000 full page bills	$128.64	15	$1,929.60	$128.64/1,000
one time set up fee	$10.00	1	$10.00		envelopes	108	15	$1,620.00	$108/1,000
postage	0.2570	15,000	$3,855.00		postage	0.383	15,000	$5,745.00	
TOTAL			$4,416.25					$9,294.60	

I used 15,000 as the comparison total because that is the amount we would need to supply us with enough invoices for a full year.
In addition to the aproximately $5,000 savings in bills and postage, the amount of labor would be cut down substanatially
Instead of having to fold the invoices, stuff them in the envelope, and seal the envelopes, we would just need to tear them apart.

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 3, 2018.

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

Present: Mayor Denise Lawrence and Council Members Joanne Bennett, Mike Jackson, Tim Schaiberger, Rusty Showalter, Aaron Tuttle, and Dan Weiler.

Absent: None

Other officers present: City Manager Heather Grace, Clerk/Treasurer John Dantzer, DPW Superintendent Mike Killackey, Ogemaw Township supervisor Denis Stephens, and Wastewater Superintendent Dan Robb.

All stood for the Pledge of Allegiance.

* *

AT 6:02 PM A MOTION WAS MADE BY SCHAIBERGER, SECOND BY JACKSON, TO OPEN THE PUBLIC HEARING TO TAKE COMMENT ON PROPOSED CHANGES TO THE CITY'S WATER ORDINANCE AS WELL AS DISCUSSION OF THE SETTING OF RATES FOR WATER AND THE BUDGETING OF ANNUAL WATER CAPTIAL IMPROVEMENT AMOUNTS. .

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

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

No one spoke on the subject.

WITH NO ONE WISHING TO BE HEARD, A MOTION WAS MADE BY SCHAIBERGER, SECOND BY JACKSON, TO CLOSE THE PUBLIC HEARING.

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

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

* *

Mike Engels of Michigan Rural Water conducted a presentation on a water rate study that he performed for the City. His presentation included discussion of the water rate structure, rate amounts, and capital improvement requirements.

Kara Fachting asked questions on the rate tiers and commented on the ability to adjust rates annually.

Ogemaw Township Supervisor Denis Stephens asked about the 1.5 upcharge for Township residents that are connected to the City's water system.

Member Jackson noted the need to fix problems that weren't accounted for in the past.

Member Showalter noted the need to be more proactive than reactive.

MOTION BY JACKSON, SECOND BY SCHAIBERGER, TO APPROVE RESOLUTION 18-24 AND 18-25

Resolution 18-24

Resolution to set Water Rates

Whereas The City of West Branch is required by the Michigan Department of Environmental Quality (MDEQ) to have a AMP (asset management plan) and CIP (capital improvement plan) related to water assets, and

Whereas the City is aware that it will be required to establish adequate revenues through water rates to fund the management and capital improvement of its water assets, and

Whereas the City has the authority to set water rates via state law as well as City ordinance 52.34 through 52.48, and 52.35 proscribes rates set via Resolution of Council, and

Whereas the City has completed a water rate study that has recommended rates necessary to adequately fund its water operations as well as fulfill its obligations related to asset management planning and capital improving planning, and

Now therefore, be it resolved, that The City of West Branch hereby resolves to set water rates as follows, in addition to existing rates related to debt service payments:

Ready to Serve Fees:	0.75	$ 9.95
	1	$ 17.69
	1.25	$ 27.64
	1.5	$ 39.80
	2	$ 70.76
	3	$ 159.20
	4	$ 283.02

Gallons Used Charges:

0 to 10,000 gallons	$5.23 per 1,000 gallons
10,001 to 100,000 gallons	$5.75 per 1,000 gallons
100,001 + gallons	$6.28 per 1,000 gallons

Township Customers – Would pay 1.5 times City rates for both ready to serve fees and gallons used.

Resolution 18-25

Resolution to set Sewer Rates

Whereas The City of West Branch will be required by the Michigan Department of Environmental Quality (MDEQ) to have a AMP (asset management plan) and CIP (capital improvement plan) related to sewer assets, and

Whereas the City is aware that it will be required to establish adequate revenues through sewer rates to fund the management and capital improvement of its sewer assets, and

Whereas the City has the authority to set sewer rates via state law as well as City ordinance 51.090 through 51.101, which proscribes rates set via Resolution of Council, and

Whereas the City has completed a rate study that has recommended rates necessary to adequately fund its sewer operations as well as fulfill its obligations related to asset management planning and capital improving planning, and

Now therefore, be it resolved, that The City of West Branch hereby resolves to set sewer rates as follows, in addition to existing rates related to debt service payments:

Gallons Used Charges sewer collection:

0 to 10,000 gallons	$ 1.52 per 1,000 gallons
10,001 to 100,000 gallons	$ 1.67 per 1,000 gallons
100,001 + gallons	$ 1.82 per 1,000 gallons

Gallons used Sewer Treatment rates:

Ready to Serve Fees:	0.75	$ 4.80
	1	$ 8.54
	1.25	$ 13.34
	1.5	$ 19.20
	2	$ 34.14
	3	$ 76.82
	4	$ 136.56

Gallons Used Charges:

0 to 10,000 gallons	$ 4.98 per 1,000 gallons
10,001 to 100,000 gallons	$ 5.47 per 1,000 gallons
100,001 + gallons	$ 5.97 per 1,000 gallons

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

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

It was noted that the new rates would go into effect January 1.

Member Bennett noted the need to continue to supply residents with educational opportunities to update them on all of the changes.

Member Showalter noted the need to include in the educational opportunities, information on the new meters and their ability to allow residents to monitor their own usage live and set alerts to notify them of potential issues with their usage.

* *

MOTION BY LAWRENCE, SECOND BY BENNETT, TO GO INTO CLOSED SESSION AS PER SECTION 15.268 (d) OF THE OPEN MEETINGS ACT, TO CONSIDER THE PURCHASE OR LEASE OF REAL PROPERTY UP TO THE TIME AN OPTION TO PURCHASE OR LEASE THE PROPERTY IS OBTAINED

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

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

* *

MOTION BY BENNETT, SECOND BY SCHAIBERGER, TO RETURN TO OPEN SESSION.

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

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

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MOTION BY SHOWALTER, SECOND BY SCHAIBERGER, TO PAY BILLS IN THE AMOUNT OF $80,755.77.

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

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

* *

MOTION BY SCHAIBERGER, SECOND BY JACKSON, TO APPROVE THE SECOND READING (ENACTMENT) OF ORDINANCE 18-05

ORDINANCE 18-05

AN ORDINANCE TO AMEND CHAPTER 32 OF THE CITY OF WEST BRANCH CODE OF ORDINANCES ENTITLED: "DEPARTMENTS, COMMISSIONS AND BOARDS."

THE CITY OF WEST BRANCH ORDAINS:

§ 32.032 COMPOSITION/MEMBERSHIP.

(A) Membership of the planning commission shall be as set forth in the City Charter, and as required pursuant to the Michigan Planning Enabling Act 33 of 2008- with the caveat that the provision in § 4.20 of the City Charter indicating that the City Manager shall serve as a member of the City Planning Commission is hereby found to be invalid by operation of law, due to the interpretation that the City Manager ' s simultaneous service as the both a City Planning Commissioner and the City's Zoning Administrator is prohibited by the Incompatible Public Offices Act, 1978 PA 566, MCL 15.181, et seq.
(B) The Commission shall consist of a total of seven members, each of whom must be individually appointed by the Mayor and subject to approval by a majority vote of the members of the City Council.
(C) The membership of the Commission shall consist of qualified electors of the City of West Branch, except that no greater than two Commission members may be individuals who are not qualified electors of the City of West Branch but are qualified electors of another local unit of government
(D) Commission members shall not hold any elected office or employment with the City of West Branch, unless such member is an ex-officio member as contemplated in section (E) below.
(E) The Mayor or a Council Member appointed by the Mayor to serve on their behalf shall serve as an ex-officio member
(F) Ex-Officio members shall have the same rights, duties, powers, and responsibilities as non-ex-officio members- with the only difference being that the term of service for ex-officio members shall be the length of their corresponding term of office, as opposed to the three-year terms of office that shall generally apply to all other non-ex-officio Commission members.
(G) After an individual's appointment and before reappointment, each Commission member shall attend training for Commission members, pursuant to Section 32.034 of this Ordinance.
(H) Members shall be appointed for three-year terms. However, when first appointed a number of members shall be appointed to one-year, two-year, or three-year terms such that, as nearly as possible, the terms of 1/3 of all Commission members will expire each year. If a vacancy occurs, the vacancy shall be filled for the unexpired term in the same manner as provided for an original
appointment such that, as nearly as possible, the terms of 1/3 of all commission members continue to expire each year.
(I) The membership of this Commission shall be representative of the important segments of the community, such as the economic, governmental, educational, and social development of the City of West Branch, in accordance with the major interests as they exist in the City of West Branch, as follows:
I. one member representing the "Recreation" segment of the community;
2. one member representing the "Education" segment of the community;
3. one members representing the "Public Health" segment of the community;
4.-one members representing the "Government" segment of the community;
5. one member representing the "Transportation" segment of the community;;
6. one member representing the "Commerce/Industry" segment of the community; and
7. one member representing the "Residential" segment of the community; for a total of seven members in all.
(J) When appointing members to this Commission, the Mayor and City Council shall attempt,

whenever possible, to make the membership of this Commission proportionally representative of the important geographic and interest segments of the City of West Branch, which may consist of, for example, the various different types of zoned districts in the community.
(K) The membership of this Commission shall also be, to the extent practicable, representative of the entire geography of the City of West Branch, as a secondary consideration to the representation considerations set forth in sections 32.032(1) and (K) of this Ordinance.
(L) Commission members are required to meet the conditions provided for each individual member throughout Section 32.032 of this Ordinance, except that the geographical location considerations described in § 32.032(K) of this Ordinance may be considered optional. As such, the representation requirements and considerations set forth in this Ordinance shall be considered by Council in the following order of priority: first, § 32.032(1); second, § 32.032(J), and third, § 32.032(K).
(M) Neither the Mayor nor a representative member from the City Council shall serve as the chair of the Commission

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

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

* *

MOTION BY SHOWALTER, SECOND BY TUTTLE, TO APPROVE THE UPDATES TO SECTION 3.1 OF THE PLANNING COMMISSION BYLAWS.

BYLAWS OF PLANNING COMMISSION

Article III: Members

3.1 Appointment. Members of the Commission are appointed by the Mayor and subject to approval by a majority vote of the members of the City Council, and hold office for a three year term, pursuant to the Planning Commission Ordinance 17-04, as amended.

3.1.1.1 First priority, each member shall represent and advocate what is best for the City of West Branch as a whole, putting aside personal or special interests.

3.1.1.2 Second Priority, each member shall represent a separate important segment of the community, as appointed by the City Council:

3.1.1.3 One member representing Recreation interests: attend and/or be familiar with the desires and needs of the recreation associations, civil and social organizations, the arts, snowmobile and other recreation clubs, Michigan Department of Natural Resources Parks Division, Recreations Division and Waterways Division.

3.1.1.4 One member representing Education interests: attend and/or be familiar with the desires and needs of the local school districts, intermediate school district, College, University and other educations institutions.

3.1.1.5 One member representing Public Health interests: attend and/or be familiar with the desires and needs of public utility providers, water/sewer providers, County Health Department, councils on aging, and human services collaborative bodies.

3.1.1.6 One member representing Government interests: attend and/or be familiar with the desires and needs of the county chapter of the Michigan Townships Associations, cities and villages, and county government.

3.1.1.7 One member representing Transportation interests: attend and/or be familiar with the desires and needs of the County Road Commission, and village and city road agencies.

3.1.1.8 One member representing Commerce/Industry interests: attend and/or be familiar with the desires and needs of the tourist division of the Chamber of Commerce, visitor/convention bureau, hotel/motel tourist business owners, economic development corporations, and labor and trade associations.

3.1.1.9 One member representing Residential interests: attend and/or be familiar with the desires and needs of the residential associations, interest groups or bodies.

MOTION BY JACKSON, SECOND BY SHOWALTER, TO APPROVE THE SECOND READING (ENACTMENT) OF ORDINANCE 18-04

ORDINANCE 18-04

AN ORDINANCE TO AMEND SECTION 51 ENTITLED "SEWER" OF THE CITY OF WEST BRANCH CODE OF ORDINANCES.

The City of West Branch ordains:

§ 51.092 RATES CHARGED TO USER.

A) Charges for sewer service to each premise within the City connected to the system shall be as prescribed by the most recent Resolution passed by the West Branch City Council that addresses sewer rates. The structure of how charges for sewer services are calculated shall also be set by Resolution of Council, and said pricing structure may contain a ready-to-serve fee, fees related to debt service payments, tiered pricing based on meter size and/or gallons used, and any other price-setting mechanism that Council deems fair and viable.

(B) In September of each year, the City Council shall review current sewer rates and compare

anticipated sewer revenues for the following fiscal year to anticipated sewer expenditures for the following fiscal year. Capital improvement set aside amounts for sewer shall also be considered at that time. Within 90 days of said annual review, the City Council shall vote to set the amount for capital improvement set asides for the sewer budget for the following fiscal year, with the Public Works Supervisor and City Manager providing recommendations regarding the same. The amount for sewer capital improvement set asides approved by Council shall be utilized by the City Manager when creating the sewer budget for the following fiscal year. The sewer capital improvement set aside amounts shall also be used by the Public Works Supervisor, the City Manager, and the Council to analyze whether current sewer rates are anticipated to generate enough revenue to cover all sewer expenditures for the following fiscal year, and if such an analysis indicates that revenues are not anticipated to cover expenditures for the following fiscal year, the City Council shall be required to have a vote within 30 days of such a determination to decide whether rates need to be adjusted, and if so, what the new rates should be set at.

(C) Prior to a Council vote to adjust sewer rates, a public hearing must be held on the matter with such public hearing being noticed at least 60 days prior to Council voting on the subject.

(D) Following the holding of such a duly noticed public hearing, the City Council may vote to set sewer rates via Resolution of Council. Sewer rates set in this manner shall remain in effect until modified by a subsequent Resolution approved by Council, except that at the beginning of each fiscal year the sewer rates in effect at that time shall automatically be adjusted by the City Treasurer either up or down to reflect the increase or decrease of inflation calculated as "Consumer Price Index (CPI) Inflation" by the United States Department of Labor's 'Bureau of Labor Statistics.' An example of how this automatic adjustment will occur is as follows: effective July 1st of each year, without needing an additional vote of Council, sewer rates will be automatically adjusted by the percentage of CPI inflation for the period of January 1st of the preceding year compared to January 1st of the current year. For instance, if inflation for the most recent year showed an increase of 1.8%, the City Treasurer would automatically increase sewer rates by 1.8% on July 1st of that year, with no need for Council to vote on the matter. However, the City Treasurer shall calculate whether sewer rates are going to be adjusted in such a manner during the preparation of each year's annual budget, and shall include a presentation of such anticipated adjustment to Council during the formulation of each year's budget, and the City Treasurer shall likewise ensure that a public hearing on the subject is noticed at least 60 days prior to such automatic adjustment taking effect so that the public is afforded an opportunity to be heard on the matter, and so that Council has an opportunity to request that such matter be placed on the agenda prior to it automatically taking effect in the event that the City Council should desire to set the sewer rates at some other amount via formal Council Resolution.

D) All premises served by the sewer system shall have installed an approved meter as determined by the Superintendent of Public Works or the City Manager. Other users of the system shall be charged in accordance with a schedule to be set by the City Council.
(Ord. 160, passed 5-18-81; Am. Ord. 196, passed 5-15-89; Am. Ord. 232, passed 3-20-95; Am. Ord. 148, passed 6-16-97; Am. Ord. 01-03, passed 6-18-01; Am. Ord. 05-02, passed 5-25-05; Am. Ord. 07-04, passed 6-18-2007 Am. Ord. 08-03, passed 12-15-2008; Am. Ord. 09-01, passed 5-18-2009; Am. Ord. 09-06, passed 10-5-2009; Am. Ord. 11-02, passed 2-21-2011)

§ 51.094 BILLING PROCEDURE.
Effective January 1, 2019, or as soon thereafter as may be practicable, sewer bills shall be rendered monthly during each operating year and shall represent charges for the period immediately preceding

the date of rendering the bill. The bills shall be due and payable within 30 days from the date thereof and all bills not paid when due shall be deemed delinquent and a penalty shall be added thereto and become due and owing as a part thereof. The amount of the penalty for late payments shall be set at the rate of 10% of the amount of such late billing for the year 2019, and may be modified thereafter by Resolution of Council.
(Ord. 160, passed 5-18-81; Am. Ord. 10-01, passed 2-1-2010)

§ 51.095 DELINQUENT PAYMENT; LIENS, SECURITY DEPOSIT.
Connection charges and charges for sewage disposal services are made a lien on all premises served thereby, unless notice is given that a tenant is responsible, whenever any such charge against any property shall be delinquent for six months, the City official or officials in charge of the collection thereof shall certify annually, not later than May 1 of each year, to the tax assessing officer, the fact of such delinquency, whereupon such charge shall be by him entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general taxes against such premises are collected and the lien thereof enforced. Where notice is given that a tenant is responsible for such charges and service as provided, no further service shall be rendered such premises until a cash deposit of not less than $25 shall have been made as security for payment of such charges and service. The cash deposit required of tenants shall equal twice that amount typically charged to a similar customer for six months of service.
(Ord. 160, passed 5-18-81; Am. Ord. 02-04, passed 12-16-2002)

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

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

* *

MOTION BY SCHAIBERGER, SECOND BY JACKSON, TO APPROVE RESOLUTION 18-22

RESOLUTION #18-22

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 and expenditures in Fund 101, General Fund will exceed their budget, and

WHERES, the revenues were exceeded due to a one time additional personal property tax reimbursement payment from the State as well as an underestimation of the liquor license revenue, and the expenditures were exceeded due to the installation of LED lights in several municipal buildings, and

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

FUND 101 – General Fund

BUDGET AMENDED

ANTICIPATED CARRY OVER	890,296	895,376
REVENUE		
Dept. 000.000		
403.400 Current Property Tax Gen Op	935,505	935,505
404.400 Current Property Tax Refuse	186.458	186.458
446.400 Penalties and Interest Current Tax	11,000	11,000
448.400 Administrative Fees on Current Tax	31,000	31,000
540.400 MDOT Federal Revenue	2,000	2,000
564.400 Industrial Park	2,000	2,000
573.400 Local Community Stabilization Share	0	14,800
574.400 Sales (Statutory)	26,544	26,544
575.400 Revenue Sharing (Constitutional)	179,350	179,350
577.400 Liquor License	3,600	3,880
580.400 Franchise Fee Revenue	39,500	39,500
590.400 Sewer Fund Admin	60,000	60,000
590.401 Sewer Collection Admin	32,000	32,000
591.400 Water Fund Admin	20,000	20,000
592.400 Local Street Admin	4,400	4,400 593.400
Major Street Admin	9,500	9,500
594.400 Cemetery Admin	1,000	1,000
597.400 DDA Admin	9,000	2,500
634.400 Grant	30,000	30,000
634.401 Grant – Economic Advancement	0	0
638.400 Project Income	0	0
642.400 Sale of Lots	10,000	10,000
661.400 Motor Vehicle Fund	12,000	12,000
664.400 Interest Income	2,800	2,800
671.400 Contributions	500	500
695.400 Miscellaneous	10,000	10,000
695.405 Refuse Recycling Donations	5,200	5,200
Total	1,623,357	1,638,437
TOTAL REVENUES	1,728,417	1,743,497

EXPENDITURES		
Dept. 265.00 Municipal Properties		
703.700 Salaries and wages	5,000	5,000
710.700 Overtime	225	225
714.700 Mandatory Medicare	75	75
715.700 Social Security (employer)	310	310
716.700 BC/BS Health Insurance Premium	865	865
718.700 MERS Retirement (employer)	75	75
720.700 Workers Compensation Premium	190	190
724.700 Unemployment Insurance Benefit	30	30
727.700 Operating Supplies	5,000	5,000
801.700 Contractual Services	500	10,500

850.701 Grants – cameras	0	0
853.700 Telephone/Radio Communications	2,000	2,000
922.700 Public Utilities	21,300	21,300
941.700 Equipment Rental	1,500	1,500
956.700 Expenses	1,500	1,500
977.700 Capital Acquisitions	0	0
Total	38,570	48,570
TOTAL EXPENDITURES	1,638,808	1,648,808

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

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

* *

MOTION BY SCHAIBERGER, SECOND BY BENNETT, TO APPROVE RESOLUTION 18-23

Resolution 18-23

Waive Collection of Penalties for failure to file Property Transfer Affidavits

Whereas The City of West Branch is aware that Michigan statues *MCL 211.27b* requires that the buyer, grantee or transferee of a property notify within 45 days the local assessing office when a transfer of ownership occurs. The state's form Property Transfer Affidavit, form 2766 should be used to fulfill this requirement, and

Whereas the City is aware that there are penalty fees that must be collected for failure to file the Property Transfer Affidavit. Michigan statues *MCL 211.27b (5) allows that* the governing body of a local tax collecting unit may waive, by resolution, the penalty levied under subsection (1) (c) or (d), and

Whereas the City has procedures in place to notify the buyer, grantee or transferee of a property of any Property Transfer Affidavits not filed within the required 45 days, and

Whereas it has been determined by the assessing office that compliance with filing the Property Transfer Affidavits is greater than 90 percent, and

Whereas the City finds that the collection of the penalties is unnecessary,

Now therefore, be it resolved, that The City of West Branch as provided under statues *MCL 211.27b (5)* waive, the penalty levied under subsection (1) (c) or (d), and

Further be it resolved, that any resolution, resolution section, policy, or directive in conflict with this Resolution is repealed or amended to reflect and achieve the purposes stated herein.

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

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

* *

MOTION BY SCHAIBERGER, SECOND BY WEILER, TO APPROVE THE UPDATED CHARITABLE EXEMPTION POLICY AND THE UPDATED APPLICATION FOR EXEMPTION OF REAL AND/OR PERSONAL PROPERTY APPLICATON AS PRESENTED.

Charitable Exemption Policy

MCL 211.7o of the General Property Tax Act provides an exemption for real or personal property owned and occupied by a nonprofit charitable institution while occupied by that . . . institution solely for the purposes for which that . . . institution was incorporated." In determining whether a taxpayer is qualified for the exemption, the taxpayer must complete and submit an application to the assessor and meet the following three-part test.

1. Is the real estate owned and occupied by the exemption claimant?

2. Is the exemption claimant a nonprofit charitable institution?

3. Are the buildings and other property thereon occupied by the claimant solely for the purposes for which the claimant was incorporated?

If all three prongs of the test are met, then a claimant qualifies for a charitable institution exemption.

To meet the first prong, the mere right to occupy a property is insufficient, as is the mere planning and preparation to occupy a property; rather, a claimant must maintain a regular physical presence on the property to satisfy this requirement. See Liberty Hill Housing Corp v City of Livonia, 480 Mich 44 (2008).

To meet the second prong, all six Wexford factors must be met. The Wexford factors are discussed below in Section B.

With regard to the third prong, property may be apportioned for purposes of this exemption. In such instances, the exemption is granted only for that portion of the premises used for the purpose for which the claimant was incorporated. See McFarlan Home v City of Flint, 105 Mich App 728 (1981). Apportionment is only permitted in the case of real property and that the apportionment must be based on an allocation that grants the exempt status only to the portion of the premises which is physically occupied "solely" for the exempt charitable purpose.

B. WEXFORD FACTORS

In Wexford Medical Group v Cadillac, 474 Mich 192; 713 NW2d 734 (2006) the Michigan Supreme Court set forth the following six requirements that must be met for a claimant to be a nonprofit charitable institution:

1. The claimant must be a nonprofit institution;

2. The claimant must be organized chiefly, if not solely for charity;

3. The claimant must not offer its charity on a discriminatory basis by choosing who among the group it purports to serve deserves its services, but rather must serve any person who needs the particular type of charity being offered;

4. The claimant must bring people's minds or hearts under the influence of education or religion; relieve people's bodies from disease, suffering, or constraint; assist people to establish themselves for life; erect or maintain public buildings or works; or otherwise lessen the burdens of government;

5. The claimant may charge for its services as long as its charges are not more than what is needed for its successful maintenance; and

6. The claimant need not meet any monetary threshold of charity; rather, if the overall nature of the claimant is charitable, it is a charitable institution.

C. BARUCH SUPREME COURT DECISION

Wexford factor three was recently defined by the Michigan Supreme Court in Baruch SLS, Inc v Tittabawassee Twp, 500 Mich 345; 901 NW2d 843 (2017). The Supreme Court created a new "reasonable relationship" test to be applied when evaluating factor three; "whether the restrictions or conditions the institution imposes on its charity bear a reasonable relationship to a permissible charitable goal." The Supreme Court instructed that this "reasonable relationship" test is to be construed "quite broadly to prevent unnecessarily limiting the restrictions a charity may choose to place on its services" noting that other states have employed similar tests. The Supreme Court further advised "the relationship between the institution's restriction and its charitable goal need not be the most direct or obvious. Any reasonable restriction that is implemented to further a charitable goal that passes factor four is acceptable." The Supreme Court also stated that the analysis of a charitable institution's fees should be considered under factor five, not factor three.

Following the Baruch decision, the Court of Appeals issued a decision in Chelsea Health & Wellness Foundation v Scio Twp, et al finding that the facility under appeal was entitled to the charitable exemption and remanding to the Tribunal for entry of the order granting the exemption for the 2014-2015 tax years. The Court of Appeals, in granting the exemption, found that the evidence satisfied Wexford factor three as recently interpreted in the Baruch decision. The Court also found Chelsea Health lessened a burden of government "by undertaking measures designed to improve the health of the population within its service area."

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

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

* *

MOTION BY SCHAIBERGER, SECOND BY JACKSON, TO APPROVE THE ACCEPTANCE OF THE UNCLAIMED FORECLOSED LAND, PROPERTY ID #'S 052-650-013-00 AND 052-520-014-00

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

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

* *

MOTION BY BENNETT, SECOND BY JACKSON, TO APPROVE THE MINUTES AND SUMMARY OF MINUTES FROM THE MEETING HELD NOVEMBER 19, 2018

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

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

* *

MOTION BY SHOWALTER, SECOND BY SCHAIBERGER, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; LINE ITEM BUDGET AMENDMENTS; THE MINUTES FROM THE WELLHEAD PROTECTION COMMITTEE MEETING HELD OCTOBER 9, 2018; THE MINUTES FROM THE EMS MEETING HELD OCTOBER 18, 2018, THE MINUTES FROM THE AIRPORT BOARD MEETING HELD OCTOBER 17, 2018; THE MINUTES FROM THE DDA MEETING HELD OCTOBER 23, 2018; AND THE MINUTES FROM THE PLANNING COMMISSION MEETING HELD OCTOBER 23, 2018.

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

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

* *

An Ogemaw Herald Happy Holiday Flier was shared and it was discussed that it may be nice to have something similar done to thank the outgoing Board Members and welcome in the new ones.

A Santa letter publication opportunity was shared.

The West Branch City of Lights flier was shared.

A communication on the fiscal health of Michigan local governments from the Michigan Department of Treasury was shared.

The final results of the childcare survey conducted by Project Rising Tide was shared.

The updated airport layout plan was shared.

* *

Manager Grace thanked Mike Engels of Michigan Rural Water for all of his work that came at no cost to the City on the water rate study. In addition, she thanked the staff and Council for their help in the water rate study as well.

Mayor Lawrence read an outgoing letter and encouraged the new Council to put personal feelings aside and work together to better the City.

* *

Mark White, on behalf of the Iron Bandogs, presented Council with plans for a suicide awareness program that they will be starting.

* *

Mayor Lawrence adjourned the meeting at 7:15 pm.

Denise Lawrence, Mayor

John Dantzer, Clerk

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD MONDAY, DECEMBER 3, 2018

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

Present: Mayor Lawrence, Council Members Bennett, Jackson, Schaiberger, Showalter, Tuttle, and Weiler.

Absent: None

Other officers present: City Manager Grace, Clerk/Treasurer Dantzer, DPW Superintendent Killackey, Ogemaw Township Supervisor Stephens, and WWTP Superintendent Robb.

All stood for the pledge of allegiance.

At 6:02 Council voted to open the public hearing to take comment on proposed changes to the City's water ordinance as well as discussion of the setting of rates for water and the budgeting of annual water capital improvement amounts.

No one wished to speak on the subject so Council voted to close the public hearing.

Mike Engels of Michigan Rural Water reported on the water rate study he did for the City.

Kara Fachting and Denis Stephens asked questions on the rate study.

Council approved Resolution 18-24 and 18-25. Resolutions to set water and sewer rates.

Council voted to go into closed session per section 15.268(d) of the Open Meetings Act.

Council voted to return to open session.

Council approved bills in the amount of $80,755.77.

Council approved the second reading (enactment) of Ordinance 18-05, an ordinance to amend Chapter 32 of the West Branch code of ordinances entitled departments, commissions and board and would reduce the number of Planning commissioners from nine to seven.

Council approved updates to Section 3.1 of the Planning Commission bylaws.

Council approved the second reading (enactment) of Ordinance 18-04, an ordinance to amend Section 51 of the West Branch code of ordinances entitled Sewer to change the sewer billing procedures.

Council approved Resolution 18-22, a budget amendment.

Council approved Resolution 18-23, to waive penalties for failure to file property transfer affidavits.

Council approved an updated chartable exemption policy and updated application for exemption of real and/or personal property.

Council approved the acceptance of unclaimed foreclosed land.

Council approved the minutes and summary from the meeting held November 19, 2018

Council received and filed the Treasurers Report and Investment Summary; line item budget amendments; and minutes from the Wellhead Protection meeting, EMS meeting, Airport Board meeting, DDA meeting, and Planning Commission meeting.

Communications were shared.

Mayor Lawrence and Manager gave reports.

Mark White, on behalf of the Iron Bandogs, addressed Council on plans for a suicide awareness program.

Mayor Lawrence adjourned the meeting at 7:15 pm.

Consent Agenda

CASH SUMMARY BY BANK FOR WEST BRANCH
FROM 12/01/2018 TO 12/31/2018

Bank Code / Fund	Description	Beginning Balance 12/01/2018	Total Debits	Total Credits	Endi Balan 12/31/20
GEN1	GEN1 - GENERAL CHECKING				
101		1,075,200.60	12,413.95	65,983.18	1,021,631.3
150	CEMETERY PERPETUAL CARE	20,490.30	0.00	0.00	20,490.3
209	CEMETERY FUND	12,036.09	0.00	83.33	11,952.7
248	DDA OPERATING FUND	56,118.13	0.00	535.00	55,583.1
251	INDUSTRIAL PARK FUND	9,122.88	0.00	210.56	8,912.3
276	HOUSING RESOURCE FUND	195,611.68	869.71	0.00	196,481.3
318	SEWER DEBT FUND	92,001.39	5,504.79	2.37	97,503.8
319	WATER DEBT FUND	27,051.17	1,805.33	0.49	28,856.0
571	COLLECTION REPLACEMENT FUND	30,820.51	0.00	0.00	30,820.5
572	PLANT REPLACEMENT FUND (R&I)	6,867.67	90.67	0.04	6,958.3
590	SEWER FUND	255,656.01	5,814.55	22,810.43	238,660.1
591	WATER FUND	153,925.26	3,644.60	6,622.19	150,947.6
592	WATER REPLACEMENT FUND	281,453.90	0.00	0.00	281,453.9
593	SEWER COLLECTION	50,089.13	875.80	3,009.62	47,955.3
561	EQUIPMENT FUND	87,643.79	4,683.61	3,834.14	88,493.2
705	IRONS PARK ENTERTAINMENT FUND	1,885.57	0.00	0.00	1,885.5
707	YOUTH SAFETY PROGRAM	300.05	0.00	0.00	300.0
714	RECYCLING CENTER	6,834.27	0.00	600.60	6,233.6
	GEN1 - GENERAL CHECKING	2,363,108.40	35,703.01	103,691.95	2,295,119.4
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	567,040.30	18,669.12	7,441.88	578,267.5
203	LOCAL STREET FUND	370,597.45	10,947.92	1,320.24	380,225.1
	MAJOR/ LOCAL STREETS	937,637.75	29,617.04	8,762.12	958,492.6
PAY	PAYROLL				
704	PAYROLL CLEARING	10,136.42	40,961.17	41,663.58	9,434.0
	PAYROLL	10,136.42	40,961.17	41,663.58	9,434.0
CHEM	SAVINGS				
101		435,494.74	0.00	0.00	435,494.7
150	CEMETERY PERPETUAL CARE	1,676.76	0.00	0.00	1,676.7
251	INDUSTRIAL PARK FUND	20,859.71	0.00	0.00	20,859.7
571	COLLECTION REPLACEMENT FUND	2,371.00	0.00	0.00	2,371.0
591	WATER FUND	26,141.09	0.00	0.00	26,141.0
592	WATER REPLACEMENT FUND	19,557.84	0.00	0.00	19,557.8
593	SEWER COLLECTION	781.66	0.00	0.00	781.6
561	EQUIPMENT FUND	103,328.28	0.00	0.00	103,328.2
714	RECYCLING CENTER	1,044.92	0.00	0.00	1,044.9
	SAVINGS	611,256.00	0.00	0.00	611,256.0
TAX	TAXES				
701	TAX AGENCY	1,135.04	2,949.87	2,949.87	1,135.0
	TAXES	1,135.04	2,949.87	2,949.87	1,135.0
	TOTAL - ALL FUNDS	3,923,273.61	109,231.09	157,067.52	3,875,437.1

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
FROM 12/01/2018 TO 12/31/2018
FUND: ALL FUNDS
INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 12/01/2018	Total Debits	Total Credits	Ending Balance 12/31/2018
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

City of West Branch Planning Commission

Meeting Minutes for November 13, 2018

Meeting called to order at 6:02pm by Chairman Bob David

Roll Call – Present – Kara Fachting, Bob David, Dan Weiler, Mike Jackson, Jan Hasty, Lisa Jensen and Evelyn Schenk

Arriving at 6:05pm , Cori Lucynski

Pledge of Allegiance

Public Hearings – None

Additions to Agenda – None

Public Comment – None

Site Plans – Ausable Valley Bus Shelter Zoning only Tim Condo,

Motion by Kara seconded by Dan to approve site plan for bus shelter 10x5x7' 6" high pending approval from Chief Walters.

Ayes—All. Motion Carried

Sign Permits – Sav-a-Lot- Tiffany Scott Store Manager.

Banner above entrance- discussion was that they did not want to allow from an aesthetic standpoint. Kara brought up that the banner is already up.

Motion by Evelyn, seconded by Lisa to grant a temporary banner and flags on the building and out front for 60 days from approval date.

Roll call- Dan-no Kara-yes, Lisa- yes, Bob- yes, Cori- No Evelyn- yes, Janet-no, Mike Yes Motion carries with stipulation. Bob informed applicant that they could charge upto $500.00 fine for not coming to planning first, no fine this time but need to make owners aware that this could happen.

Motion Carried.

Loggers- Breakfast flag is already up. They applied for for permit 10/31 3ft from light pole.

Motion by Janet Second by Mike to postpone decision.

Ayes- All. Motion carried

Rite Aid-

Kara made motion to approve to Add 2 signs quarterly (it is a confusing corner and they benefit from wayfinding signs)

Second- Lisa Ayes- All motion carried.

Kara made mention that she is glad they are staying after merger with Walgreens.

Unfinished Business –

Discussion of table of permitted uses and Special uses with Denise Cline.

New Business –

Motion by Mike Jackson to approve the public participation plan. Second by Bob.

Ayes- all- Motion Carries

*Motion by Mike Jackson, second by Cori Lucynski to approve minutes from September 25, 2018 Ayes – All.

Cori motioned to excuse Lisa for three meetings missed due to illness. Seconded by Mike Jackson.

Ayes- Bob David, Janet Hasty,Evelyn Schenk No- Dan Weiler, Kara Fachting. Motion passed.

Communications – MDOT Masterplan Response

There will be no meetings the 4th Tuesday of November and December 2018.

Chairman Report – Thank city crews for leaf removal.

Member Reports –

Hasty – None

Jackson – None

Lucynski –None.

Weiler – None

Fachting – contact Chamber Office about Halloween Decorations.

Welcome Living Well.

Meeting was adjourned at 8:45pm per Chairman Bob David.

Meeting minutes taken by Lisa Suarer Typed by Bridget Charles

DULY CALLED MEETING OF THE WEST BRANCH INDUSTRIAL DEVELOPMENT CORPORATION WAS HELD IN THE COUNCIL CHAMBER OF CITY HALL, 121 NORTH FOURTH STREET, THURSDAY DECEMBER 21, 2017

IDC Member Heather Grace called the meeting to order at 12:07 pm.

Present: Charlie Elliot, Kim Ervans, Heather Grace, and Dan Grenier.

Absent: Mark Dantzer, Heather Neuhaus, and Terry McLaren

Others in attendance: City Clerk/Treasurer John Dantzer

* *

Motion by Grenier, second by Elliott, to approve the minutes from the meeting held June 8, 2017.

Yes – Elliott, Ervans, Grace, Grenier No- None Absent – Dantzer, Neuhaus, McLaren

Motion carried.

* *

Motion by Grenier, second by Elliott, to approve the renewal of the billboard lease for 2018 in the amount of $1,300

Yes – Elliott, Ervans, Grace, Grenier No- None Absent – Dantzer, Neuhaus, McLaren

Motion carried.

* *

Member Grenier brought up looking at the possibility of purchasing more land to expand the Industrial Park. Member Grenier also asked about any abatement policies currently in place.

Member Elliott asked about how the internet was working and if they needed to look further into it.

* *

Board reappointments were discussed.

* *

Motion by Grenier, second by Ervans, to name Heather Grace as the chair for 2018

Yes – Elliott, Ervans, Grace, Grenier No- None Absent – Dantzer, Neuhaus, McLaren

Motion carried.

* *

Meeting adjourned at 12:30 pm

West Branch Police Department

Chief Kenneth W. Walters
130 Page St.
West Branch, Michigan 48661
Phone: 989-345-2627 Fax: 989-345-0083
E-mail: waltersk@westbranch.com

12/10/2018

Honorable Mayor and Council,

This is the November month end report. During the month of November, officers handled 103 complaints and made 6 arrests.

The month of November was relatively uneventful for the department, as things begin to quiet down for winter. As I was reviewing complaints, we appear to be on track with last year's numbers for the most part. General Assistance complaints are up, but traffic misdemeanors are down, ie operating on suspended license, etc.

The new patrol vehicle is still being upfitted. Unfortunately, the newest delay I brought upon myself. In an attempt to keep costs down and make things simpler, I had ordered the vehicle equipped with emergency lights directly from Ford. This has created quite a task for the individual that puts together our vehicles, as Ford did not include any type of wiring schematic for the emergency lights. Lesson learned!

Lastly, on behalf of the Police Department, I would like to wish you all a Merry Christmas.

Sincerely,

Chief Kenneth W. Walters

West Branch Police Dept. -- (989) 345-2627 12/10/2018 09:35 AM

Offense Count Report

Report Criteria:

Start Offense	End Offense		
01000	99009		
NOVEMBER 2018	CURRENT 2018	2017	2016
11/01/2018-11/30/2018	01/01/2018-11/30/2018	01/01/2017-12/31/2017	01/01/2016-12/31/2016

Offense	Description	NOVEMBE 2018	CURRENT 2018	2017	2016
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	1	1	2
11003	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0	1
11004	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	2	0
11007	SEXUAL CONTACT FORCIBLE CSC2	0	1	1	0
11008	SEXUAL CONTACT FORCIBLE CSC4	1	5	4	2
12000	ROBBERY	0	0	1	0
13001	NONAGGRAVATED ASSAULT	1	15	18	13
13002	AGGRAVATED/FELONIOUS ASSAULT	0	1	2	3
13003	INTIMIDATION/STALKING	0	2	2	5
22001	BURGLARY - FORCED ENTRY	0	4	3	6
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	1	0	0
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	2	3
23003	LARCENY - THEFT FROM BUILDING	2	5	3	10
23005	LARCENY - THEFT FROM MOTOR VEHICLE	0	2	1	0
23007	LARCENY - OTHER	1	9	9	3
24001	MOTOR VEHICLE THEFT	0	1	0	3
25000	FORGERY/COUNTERFEITING	0	0	1	0
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	1	5
26002	FRAUD - CREDIT CARD/ATM	0	0	0	2
26003	FRAUD - IMPERSONATION	0	0	0	1
26006	FRAUD - BAD CHECKS	0	2	1	2
27000	EMBEZZLEMENT	0	1	1	0
29000	DAMAGE TO PROPERTY	0	10	8	11
30002	RETAIL FRAUD - THEFT	1	8	12	12
35001	VIOLATION OF CONTROLLED SUBSTANCE	0	3	7	22
35002	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0	1
36004	SEX OFFENSE - OTHER	0	4	0	3
37000	OBSCENITY	0	0	1	0
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	1	4
38002	FAMILY - NONSUPPORT	0	1	0	0
38003	FAMILY - OTHER	0	1	0	0
41002	LIQUOR VIOLATIONS - OTHER	0	0	1	0
42000	DRUNKENNESS	0	2	2	5
48000	OBSTRUCTING POLICE	0	1	0	1
50000	OBSTRUCTING JUSTICE	4	62	69	67
52001	WEAPONS OFFENSE - CONCEALED	0	0	0	1
52003	WEAPONS OFFENSE - OTHER	0	0	0	2
53001	DISORDERLY CONDUCT	0	0	3	8
53002	PUBLIC PEACE - OTHER	0	0	1	0
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	0	8	10	13
54002	OUIL OR OUID	2	7	7	14
54003	DRIVING LAW VIOLATIONS	3	31	51	73
55000	HEALTH AND SAFETY	3	33	40	10
57001	TRESPASS	0	6	3	8
70000	JUVENILE RUNAWAY	0	1	2	9
70004	Juvenile Issues	0	1	1	1

Offense Count Report

Report Criteria:

Start Offense	End Offense		
01000	99009		
NOVEMBER 2018	CURRENT 2018	2017	2016
11/01/2018-11/30/2018	01/01/2018-11/30/2018	01/01/2017-12/31/2017	01/01/2016-12/31/2016

Offense	Description	NOVEMBE 2018	CURRENT 2018	2017	2016
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	2	8	7
90001	Vehicle Lockouts	8	107	133	157
90002	Motorist Assists	3	27	21	32
90003	Assist E.M.S.	12	127	167	160
90005	City Ordinance Violations	2	34	16	40
90006	Prisoner Transports	0	0	1	0
90007	Parking Complaints	1	1	7	3
90008	ANIMAL COMPLAINTS	1	13	17	12
90009	Maplewood Manor Alarm / Criminal History Checks	0	1	0	2
91001	Delinquent Minors	1	8	15	4
91002	Runaway	0	0	2	0
91004	Abandoned Vehicle	0	0	5	5
92003	Walk Away (Ment. & Host.)	0	2	2	4
92004	Insanity	2	11	15	14
93001	PROPERTY DAMAGE ACCIDENT/PI	4	40	43	44
93002	Accident, Non-Traffic	0	16	14	20
93003	Civil Traffic Violations	0	0	0	1
93004	Parking Violations	0	1	0	4
93006	Traffic Policing	1	11	6	2
93007	Traffic Safety Public Relations	2	7	0	1
93008	Inspections/Investigations -Breathalyzer	1	4	2	1
94001	Valid Alarm Activations	1	3	2	1
94002	False Alarm Activations	4	54	74	63
95001	Accident, Fire	0	3	3	4
95003	Inspection, Fire	0	0	0	1
95004	Hazardous Condition	1	9	0	0
97001	Accident, Traffic	0	0	1	0
97003	Accident, Other Shooting	0	0	1	0
98000	Other Types Not Listed	0	0	0	3
98002	Inspections/Investigations -Motor Vehicles	0	0	0	1
98003	Inspections/Investigations -Property	0	5	9	8
98004	Inspections/Investigations -Other	1	2	1	3
98006	Civil Matters/Family Disputes	3	41	58	29
98007	Suspicious Situations/Subjects	13	155	182	215
98008	Lost/Found Property	2	15	17	14
98009	Inspections/Investigations -Drug Overdose	0	1	0	3
99001	Suicide	0	0	1	1
99002	Natural Death	0	1	4	4
99003	Missing Persons	0	0	2	3
99007	PR Activities	2	14	14	5
99008	General Assistance	15	258	234	321
99009	General Non-Criminal	5	19	28	24
	Totals:	**103**	**1221**	**1377**	**1542**

Communications

Charter
COMMUNICATIONS

November 30, 2018

T1 P1 71 **********AUTO**ALL FOR AADC 480
City of West Branch
121 N 4th St
West Branch, MI 48661-1217

Dear Franchise Official:

Charter Communications ("Charter") is making changes to our channel lineup for customers in City of West Branch.

Effective on or after December 31, 2018 **Star Plus & Star Plus HD** on Spectrum South Asian View, channels 394 & 874 will no longer be available. This lineup change is a result of parent company Star India Network's decision not to renew the carriage agreement.

As always, please feel free to contact me by phone at 616.607.2377 should you have any questions on this matter.

Sincerely,

Marilyn Passmore

Marilyn Passmore
Director, State Government Affairs, Michigan
Charter Communications

888.GET.CHARTER
www.charter.com

4670 East Fulton, Suite 102
Ada, MI 49301

B

WEST BRANCH AREA FIRE DEPARTMENT

2019 TOWNSHIP
ANNUAL CONTRIBUTION/SHARE

Revenue: 169,174

	SEV	Percent	Amount
Churchill	88,103,778	19.0590%	$32,243
Edwards	64,871,900	14.0334%	$23,741
Horton	43,346,099	9.3768%	$15,863
Ogemaw	58,386,100	12.6303%	$21,367
WB Township	135,438,300	29.2986%	$49,566
WB City	72,122,250	15.6018%	$26,394
Total	462,268,427	100.0000%	169,174

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Elected Officials Academy Core Weekender

Elected Officials Academy Core Weekender
Friday & Saturday, February 22 - 23, 2019

All elected municipal officials must have a basic foundation of knowledge upon which to build their effectiveness as community leaders. This weekend seminar offers the most critical information in four short courses—Legal Framework, Leadership Roles & Responsibilities, Financial Management, and Planning & Zoning—in a compact format that facilitates achievement of Level One of the Michigan Municipal League's Elected Officials Academy. The Elected Officials Academy (EOA) is a voluntary continuing education program established to encourage and recognize the efforts of local elected officials to become effective leaders. Learn more about the EOA at eoa.mml.org. Upon completion of this program attendees will be able to differentiate between the role of the councilmember and the role of the mayor/president, discuss the Uniform Budgeting and Accounting Act, identify where taxes and revenue sharing come from, use zoning checks and balances, and make effective zoning decisions.

About the Speakers
A panel of experienced speakers

Agenda
Friday, February 22, 2019
Check-in 5:30 pm; A light dinner; Begin 6:00 pm;
Adjourn 9:00 pm

Saturday, February 23, 2019
Check-in 7:30 am; Begin 8:00 am; Lunch; Adjourn 3:00 pm

Cost Per Person
League Member communities, $195
Nonmember Government, $260

Location Information
Bavarian Inn Lodge
One Covered Bridge Lane
Frankenmuth, MI 48734160
Phone : 888-775-6343

Click here for a faxable form.

Education Credits Approved For This Program
8 EOA

A special group rate of $105.00/night for a standard room and $170/night for a suite has been secured. Please reference Group Number: 12L10I to receive this discount. Reservations must be made by January 22, 2019 to receive this group rate.

Price: 195.00
When: 2/22/2019 - 2/23/2019
Where: Bavarian Inn Lodge
888-775-6343
One Covered Bridge Lane
Frankenmuth, MI 48734

Register Myself

Register Someone Else

My Registration Status: Not Registered

911 Authority Info:

Waiting to hear back from Director Amy Beach (who is off till Monday) on details, which will be shared at Council meeting.

Reports

Mayor

Council

City Manager

Public Comment -Any Topic

Adjournment