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

PLEASE NOTE: All guests and parties in attendance are asked to sign in if they will be making any comments during meetings, so that the City Clerk may properly record your name in the minutes. Public comments are limited to 3 minutes in length while matters from the floor are limited to 10 minutes, unless you have signed in and requested additional speaking time, and that the request is then approved by either the Mayor or a majority vote of Council. All in attendance are asked to please <u>remove hats and/or sunglasses</u> during meetings and to <u>silence all cell phones and other electronic devices</u>. 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
  - A. County Commissioner Bruce Reetz County update
  - B. West Branch Fireworks Committee
  - C. John Hacht City ORV Ordinance
- VIII. Bids
  - A. Garbage
- IX. Unfinished Business
- X. New Business
  - A. Bills payable.
  - B. Surline Banner Application
  - C. Closed session

- D. Masterplan Resolution of Adoption
- E. 2020 Airport Budget
- XI. Approval of the minutes and summary from the meeting held February 18, 2019.
- 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 Commission meeting held January 22, 2019 and February 4, 2019.
  - C. Minutes from the DDA meeting held January 22, 2019 and February 4, 2019 as well as minutes from the joint DDA meeting held January 24, 2019.
  - D. Minutes from the Wellhead Protection Program held February 21, 2019
  - E. Minutes from the Summer Music Series meeting held January 10, 2019

#### XIII. Communications

- A. Surline Math and Science Night Wellness Fair
- B. Ogemaw Heights Remote Operating Vehicle (ROV) Club

#### XIV. Reports and/or comments

- A. Mayor
  - 1. DDA Board Erin Resteiner
  - 2. EDC Board Denise Lawrence
- B. Council Members
- C. City Manager
- 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



PO Box 621, West Branch, MI 48661

### Greetings from your West Branch Fireworks Committee, and Happy New Year!

We hope you all had a wonderful holiday season and are ready for 2019! We would like to update you on our plans for 2019, as well as reach out with opportunities for you to help us reach our goal of \$15,000 for this year's Independence Day Fireworks show. We have great plans for this year!

The Man Auction will return this year, for those who remember what fun it was last time! It will be on <u>April 11, at Sandbagger's Bar & Grill</u>. We will send out more information and tickets will be available soon.

Our **Sponsorship Program** will include options to become a <u>Platinum</u>, <u>Gold</u>, <u>Silver</u>, <u>or Bronze sponsor</u> and will offer VIP parking passes and fun baskets of treats to bring with you to the Fireworks, depending on the level of sponsorship. *The form is included* with this letter, so please let us know how you would like to help!

We continue to have **donation jars** out in various businesses, as well as the **starbursts** for sale. If you would like to place one of our jars at your establishment, or sell the starbursts, please let one of us know and we will get those to you!

As always, we are amazed at the support we receive from this community and are very happy for your support. Our monthly meetings are the 2<sup>nd</sup> Sunday of every month at 6 pm, and we try to spread our support to different restaurants every month. The meetings are posted on our Facebook page, so make sure you Like us!

Alison Green, Chairperson

Hanna Morrell, Vice Chairperson

Jennifer Rydd, Treasurer

Kaitlin Morrell, Secretary

#### **WEST BRANCH FIREWORKS**

#### **2019 SPONSORSHIP FORM**

PLATINUM SPONSOR	\$1000
<ul> <li>VIP parking passes (2), large party basket, &amp; name recognition at all fe</li> </ul>	undraisers
GOLD SPONSOR	\$500
<ul> <li>VIP parking pass (1), medium party basket, &amp; name recognition at all</li> </ul>	fundraisers
SILVER SPONSOR	\$250
<ul> <li>Small party basket &amp; name recognition at all fundraisers</li> </ul>	
BRONZE SPONSOR	\$100
Name recognition at all fundraisers	
Questions? Contact Alison Green (989)312-1199	
Please complete the information below and enclose a check and mail West Branch Fireworks Committee, PO Box 621, West Branch, MI 48	
Individual/Business name:	
Contact name:	
Phone #:	
Amount enclosed:	

**WEST BRANCH FIREWORKS** 

### MAN AUCTION

**FUNDRAISER** 



date:

Thursday, April 11, 2019

time:

6:00 pm

place:

Sandbagger's Bar & Grill

tickets:

\$10 per person

includes:

appetizers, non-alcoholic

drinks, bid #, & FUN!

Come out and support the Fireworks 2019!

#### CHAPTER 76: ORV ORDINANCE

#### Section

- 76.01 Definitions
- 76.02 Designated Route
- 76.03 Rules of Operation
- 76.04 Operation of an ORV 12 years of age to 16 years of age
- 76.05 Operation of an ORV Valid License
- 76.06 Tort Liability Immunity
- 76.07 Collision of Vehicle and ORV
- 76.08 Penalty
- 76.09 Restitution
- 76.10 Deposit of Fines

#### \$ 76.01 DEFINITIONS.

As used in this ordinance, the following definitions shall apply.

- (a) CITY means the City of West Branch
- (b) DRIVER'S LICENSE means the operator's or chauffeur's license or permit issued to an individual by the Secretary of State under chapter III of the Michigan vehicle code, 1949 PA 300, MCL 257.301 to MCL 257.329, for that individual to operate a vehicle, whether or not conditions are attached to the license or permit.
- (c) MAINTAINED PORTION means that portion of a road or street improved, designated or ordinarily used for vehicular traffic.
- (d) OPERATE means to ride in or on, and be in actual physical control of the operation of an ORV.
- (e) OPERATOR means a person who operates or is in actual physical control of the operation of an ORV.
- (f) ORV means a motor driven off road recreation vehicle capable of cross-country travel without benefit of a road or trail, on or immediately over land, snow, ice, marsh, swampland, or other natural terrain. ORV or vehicle includes, but is not limited to, a multitrack or multiwheel drive vehicle, an ATV, a motorcycle or related 2-wheel, 3-wheel, or 4-wheel vehicle, an amphibious machine, a ground effect air cushion vehicle, or other means of transportation deriving motive power from a source other than muscle or wind. ORV or vehicle does not include a registered snowmobile, a farm vehicle being used for farming, a vehicle used for military, fire, emergency, or law enforcement purposes, a vehicle owned and operated by a utility company or an oil or gas company when performing maintenance on its facilities or on property over which it has an easement, a construction or logging vehicle used in performance of its common function, or a registered aircraft.
- (g) SAFETY CERTIFICATE means a certificate issued pursuant to 1994 PA 451 as amended, MCL 324.81129, or a comparable ORV safety certificate issued under the authority of another state or province of Canada.
- (h) STREET means a city major street or local street as described in section 9 of 1951 PA 51, MCL 247.659.
- (i) VISUAL SUPERVISION means the direct observation of the operator with the unaided or normally corrected eye, where the observer is able to come to the immediate aid of the operator.

#### § 76.02 DESIGNATED ROUTE.

An ORV shall be operated within a designated route in the City. The following City streets are hereby established as the City of West Branch ORV designated route

Street Name	From	<u>To</u>
Dow Road	City Limits	Annie Street
Annie Street	Dow Road	North Fifth Street

From Lucas Lane using the most direct route to any gas station within the City of West Branch.

#### \$ 76.03 RULES OF OPERATION.

Except as set forth herein, or otherwise provided by law, an ORV meeting all of the following conditions may be operated in the ORV designated route

- (a) At a speed of no more than 15 miles per hour or a lower posted ORV speed limit if such lower speed limit shall be established.
- (b) On the far right of the maintained portion of a street within the ORV designated route.
- (c) By a person not less than 12 years of age.
- (d) With the flow of traffic
- (e) In a manner which does not interfere with traffic on the road or street
- (f) Traveling single file except when overtaking and passing another ORV.
- (g) When visibility is not substantially reduced due to weather conditions.
- (h) While displaying a lighted headlight and lighted taillight at all hours.
- (1) While displaying a valid registration.
- (j) While the operator and each passenger is wearing a crash helmet and protective eyewear approved by the United States Department of Transportation unless the vehicle is equipped with a roof, or roll bar(s), or windshield that meets or exceeds standards for a crash helmet and the operator and each passenger is wearing a properly adjusted and fastened seat belt.
- (k) With a throttle so designed that when the pressure used to advance the throttle is removed, the genuine speed will immediately and automatically return to idle.
- (1) While the ORV is equipped with a spark arrester type United States Forest Service approved muffler in good working order and in constant operation.
- (m) Pursuant to noise emission standards defined by law
- (n) For the purpose of obtaining access to recognized off road trails and for the operator to purchase retail goods and services in conjunction with the legal operations of an ORV.
- (o) No ORV will be permitted to drive on the ORV designated route before 7:00 a.m. or after 10:00 p.m.

#### § 76.04 OPERATION OF AN ORV - 12 years of age to 16 years of age.

A child that is at least 12 years of age but less than 16 years of age shall not operate an ORV on a road or street in the City unless the child is under the direct visual supervision of a licensed adult and the child has in his or her immediate possession a Michigan issued ORV safety certificate or a comparable ORV safety certificate issued under the authority of another state or a province of Canada.

§ 76.05 OPERATION OF AN ORV - Valid License. Unless a person 16 or over possesses a valid driver's license, a person shall not operate an ORV on a road or street in the City if the ORV is registered as a motor vehicle and is either more than 60 inches wide or has three wheels.

§ 76.06 TORT LIABILITY IMMUNITY. The City is, immune from tort liability for injuries or damages sustained by any person arising in any way out of the operation or use of an ORV on maintained or unmaintained roads, streets, shoulders, and rights-of-way over which the City has jurisdiction.

#### § 76.07 COLLISION OF VEHICLE AND ORV.

In a court action in this state, if competent evidence demonstrates that a vehicle is permitted to operate on a road or street pursuant to the code was in a collision with an ORV required to be operated on the far right of the maintained portion of a road or street pursuant to this ordinance, the operator of the ORV shall be considered prima facie negligent.

#### \$ 76.08 PENALTY.

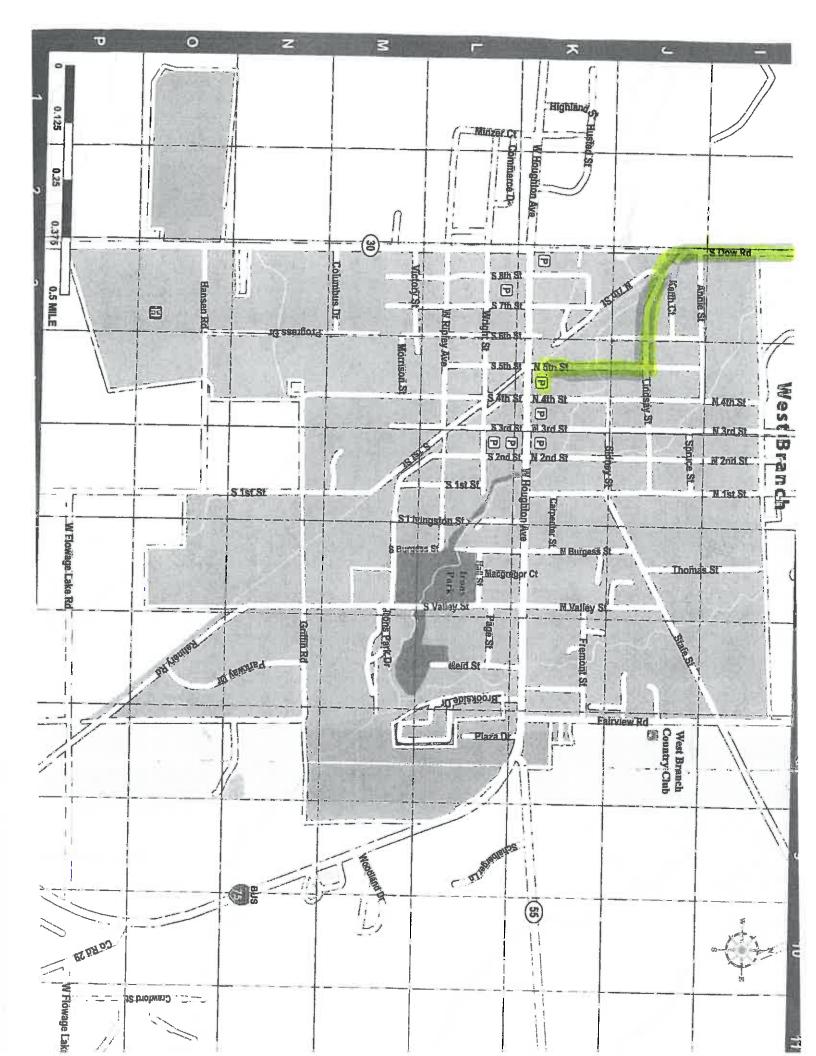
Any person who violates this ordinance is guilty of a municipal civil infraction and may be ordered to pay a civil fine of not more than \$500.00.

#### § 76.09 RESTITUTION.

A court may order a person who causes damage to the environment, a road or other property as a result of the operation of an ORV to pay full restitution for that damage above and beyond the penalties paid for civil fines.

#### § 76.10 DEPOSIT OF FINES.

The City Treasurer shall deposit all fines and damages collected under this ordinance into the General Fund.



# Bids

#### REQUEST FOR PROPOSALS SOLID WASTE COLLECTION

The City of West Branch will accept sealed proposals for residential solid waste and recycling collection.

Proposals will be accepted by City Clerk/Treasurer John Dantzer at West Branch City Hall,  $121 \, N \, 4^{th}$  Street, West Branch, MI 48661 until the deadline of 11:00am on February 27, 2019. Sealed bids shall be clearly labeled "SOLID WASTE BID" and will be opened and publicly reviewed at that time.

The City of West Branch reserves the right to accept or reject any or all proposals/bids, to waive irregularities, and to accept the proposal deemed to be in the best interest of the City of West Branch.

Posting date and time: January 31, 2019

#### REQUEST FOR PROPOSALS Solid Waste Collection for the City of West Branch

#### 1. INTENT

This Request for Proposals (RFP) is issued by the City of West Branch. The desired result of the RFP process is award of a contract to a qualified waste hauler for residential solid waste (and possibly also recycling) services in the City of West Branch, hereafter referred to as the "City." The City will consider bids submitted in response to this RFP either individually or collectively.

The City's objectives in issuing a contract for solid waste and recycling services are to:

- Establish a three-year service agreement with a single hauler to provide waste services within the City.
- Minimize the cost of solid waste services for City residents.
- Incorporate collection of curbside recyclable materials for all residents.
- Include bulk item pickup for residents in the City.
- **A. Container Service Payments:** The waste hauler awarded this contract will receive payment for container waste collection, recycling, and bulk item pickup as follows:
- 1. Contractor Billing: Service costs are paid by the City directly to the Contractor. The Contractor is responsible for determining service levels for each address and changes to service levels for customers.

#### 2. BACKGROUND

The City of West Branch encompasses roughly 1 square mile and has a population (2010 census) of 2,139. There are approximately 951 residential units within the City limits.

The contractor that currently provides the City's solid waste collection also provides refuse (bulk item) pickup to tax payers with every pickup.

#### 3. SCOPE

The scope of work to be performed under this contract includes:

- Solid Waste Collection and Disposal
- Curbside Recycling
- Bulk Item Pickup and Disposal

#### 3.1 General Requirements:

- **A. Hours of Operation:** Collection shall not start before 7:00am or continue after 7:00pm on the same date, Monday through Friday. Exceptions to collection hours shall only be made upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to holiday catch-up or unusual circumstances.
- **B. Collection Routes:** Contractor shall submit a map designating the collection route with day of pick-up to the City for approval. The Contractor may from time-to-time submit changes in route or day of collection to the City for approval. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected residents.

**C. Holidays:** No collection will be allowed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Pickup normally scheduled on observance day of the holiday will be pushed forward to the next regular work day.

#### D. Vehicles:

- General: The Contractor shall at all times provide an adequate number of vehicles
  to perform the services outlined in the terms of this contract. The vehicles shall be
  licensed in the State of Michigan and shall operate in compliance with all applicable
  State, Federal, and Municipal regulations. All vehicles shall be manufactured and
  maintained to conform to State of Michigan Department of Transportation
  standards.
- Specifications: All vehicles used by the Contractor in providing collection of
  materials under this Contract shall be designed and maintained throughout the
  Contract term to prevent leakage, spillage, or overflow. All such vehicles shall comply
  with U.S. Environmental Protection Agency noise and fuel emission control
  regulations.
- 3. **Vehicle Identification:** Contractor's name and local telephone number will be plainly visible on both cab doors.
- 4. **Cleaning and Maintenance:** Contractor shall maintain all vehicles in a safe, neat, clean, and operable condition at all times. Vehicles shall be thoroughly washed on a regular basis. City representatives may inspect vehicles at any time to determine compliance with sanitation requirements.

#### E. Personnel:

- 1. **Qualifications:** Contractor shall furnish qualified drivers and other personnel to provide services in a safe and efficient manner. All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid Commercial Driver's License of the appropriate class.
- 2. **Courtesy and Appearance:** All employees of the Contractor shall be uniformed, showing their association with the Contractor while operating in the field. Each employee shall be neat and clean as circumstances permit. Shirts will be worn at all times. Contractor shall prohibit employees from using loud or profane language. Employees will be instructed to work as quietly as possible. Employees shall not at any time make solicitations of residents.
- **F. Containers:** Contractor shall provide all containers for residents, whether for waste or recyclables, required under this contract. Contractor must exercise due care in preventing damage to containers and shall return containers in an upright position. In the event the Contractor damages a container, it will be replaced at Contractor's expense within one week. Residents will be responsible for cleanliness, care, and storage of containers.
- **G. Tagging:** The Contractor shall tag any materials left at the curb indicating why they were not taken, along with a phone number to call at the local office for customer questions.
- **H. Litter Abatement:** Contractor shall use due care to prevent materials from being spilled or scattered during the transportation process. If materials of any kind are spilled during transportation, the contractor shall promptly clean-up spilled materials.

- I. Care of Public and Private Property: Contractor shall pay for or repair all damage to private and public property caused by its employees or its operations.
- J. Collection Service Complaints: All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the trash, recyclables and bulk items not collected within 24 hours after the complaint is received. The Contractor must provide a local or toll-free number at which it can be contacted, and will designate, by name, the person who will serve as contact or liaison to the City.
- K. Private Driveways: The Contractor shall not be required to enter private driveways.
- **L. Special Services:** To distinguish their level of customer service, some firms will offer services like special assistance for senior citizens or those with disabilities who may have a challenge taking their refuse to the curb and returning the containers to their home. Contractors should specify if they plan to offer a program like this and what, if any, special cost there may be for such a service. Similarly, when a resident moves in or out of a residential unit, extra refuse is often generated. Contractors should indicate if they offer collection of larger than usual loads in these circumstances.
- M. Public Education and Community Outreach: The Contractor shall develop Public Education and Community Outreach Programs in partnership with the City and other appropriate parties. The public education program shall include information on recycling and waste reduction, in support of City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by the City.

#### 3.2 Requirements Specific to Solid Waste Collection

- **A. Residential Collection:** Contractor shall provide all labor and equipment required to collect, load, and transport solid waste material once weekly from all housing units and businesses in the City. The number of residential units requiring collection is approximately 951.
- **B. Disposal:** The Contractor shall dispose of all solid waste in an approved and permitted disposal site that is licensed by the State of Michigan Department of Environmental Quality (DEQ). Contractor will specify disposal site in the bid submission.

#### 3.3 Requirements Specific to Curbside Recycling

- A. Material Collected: The Contractor shall provide weekly or bi-weekly curbside pickup of recyclable materials to all locations receiving solid waste pickup. Recyclable materials are materials that are separated from mixed waste prior to collection. Recyclable materials include paper and cardboard; tin and aluminum; green, clear and brown glass; and plastic containers (PET and HDPE). Cardboard pieces may be stacked, unbundled, or in bundles as large as 3'x2'x1'. The contractor should specify whether materials need to be separated or whether they may be co-mingled (single-stream).
- **B. Collection Bins:** The Contractor shall provide, at its own expense, a container(s) to each household. Bin size shall be a minimum of 18 gallons. Residents may use additional bins/containers as may be needed at no additional charge. Contractor may, at its option,

provide a wheeled container of larger size.

- **C. Disposal:** Contractor shall not landfill uncontaminated recyclable materials. Ownership of recyclable materials is vested in the Contractor when the items are placed in the collection vehicle. The Contractor shall be responsible for handling, processing, and marketing the recyclable material to the aftermarket and is entitled to all proceeds from the sale of recyclable materials.
- **D. Pickup Schedule:** Contractor shall pickup recyclable materials on the same day as regular solid waste pickup unless a separate day is submitted and approved. Vehicles used to collect recyclable materials will be separate from vehicles used for solid waste pickup, or will be designed specifically to keep waste and recyclables separated in different compartments.

#### 3.4 Requirements Specific to Bulk Item Pickup

- **A. Material Collected:** The Contractor shall provide a proposal for weekly pickup of bulk items (2 per week) including furniture, appliances such as stoves, refrigerators, washers, dryers, and water heaters, carpet, wood, metal, and other materials with a weight and volume greater than allowed for container collection.
- B. Frequency: The Contractor shall provide weekly pickup of bulk items.
- **C. Disposal:** The Contractor shall dispose of all bulk items in an approved and permitted disposal site.

#### 4. <u>INFORMATION REQUIRED FROM PROPOSERS</u>

#### 4.1 Copies

Nine written copies of the proposal shall be submitted no later than <u>February 27, 2019 at 11:00 am</u>, to:

City Clerk's Office 121 N 4<sup>th</sup> St West Branch, MI 48661

Please indicate on the outside of the sealed envelope that it is the "Solid Waste Collection Proposal." You must submit the proposal prior to the above-indicated time and date or the proposal will not be accepted. Telefaxed and e-mail proposals are not acceptable.

#### 4.2 Proposal Format

Proposals shall include as a minimum the following information:

- **A.** A completed bid summary, attached, with costs for each service contained in this RFP (Including optional items on bid summary). Proposed rates must be inclusive of all fees, charges, and surcharges.
  - 1. Cost for curbside collection of trash should be proposed for weekly service. Cost should be proposed as a fixed price per household per month for 96 gallon cart service.
  - 2. Cost for curbside collection of recyclables should be proposed for weekly and biweekly service. Proposed cost for weekly and bi-weekly service should be a fixed price per household permonth.

- 3. Cost for curbside collection of bulky waste should be proposed for weekly pickup. Proposed cost for service should be a fixed price per household per month.
- **B.** Explanation of how the proposer would fulfill the requirements of the contract scope, to include:
  - 1. Describe the methodology used to collect solid waste (e.g., equipment, automated, semi-automated, one or two person crews, etc.).
  - 2. Describe the methodology used to collect curbside recycling (e.g., equipment, automated, semi- automated, one or two person crews, etc.
  - 3. Describe the methodology used to collect bulk items (e.g., equipment, automated, semi-automated, one or two person crews, etc.).
  - 4. Describe how customer complaints are handled.
  - 5. Describe the emergency plan in place that the Proposer will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disaster which may require a deviation from the normal operating procedures. The emergency plan should address customer notification procedures and include emergency contact information.
- **c.** A statement of the Contractor's previous experience. Include a minimum of three references, on attached bid summary form, from organizations or municipal governments for which you have performed similar work to that required herein. For each reference describe the work provided, the date of the beginning of the contract, the length of the contract, and a contact person (with telephone number and e-mail).
- **D.** Identification of the person responsible for drafting the bid and a contact person to whom inquiries should be directed, with an address, telephone number, and fax number (if available).
- **E.** Specify on a separate sheet of paper any exceptions: terms, conditions, or specifications that the Proposer is unwilling or unable to meet.

#### 4.3 Innovation

In addition to meeting the basic requirements of this RFP, Proposers are encouraged to submit innovative proposals that will meet or exceed the City's requirements. Please clearly identify any such innovative, alternate proposals (options) in your proposal package.

#### 4.5 Ouestions

All questions regarding this RFP shall be submitted in writing to Heather Grace, City Manager by email (<u>citymanager@westbranch.com</u>) at least seven (7) business days prior to the deadline for submitting the proposal. Written answers to questions, which in the opinion of the City may change or substantially clarify the RFP, will be submitted to all prospective Contractors who have advised the City of their wish to be notified regarding this RFP.

To be notified of such information, prospective bidders must advise the City Manager's Office of their interest in this proposal as soon as possible. If a firm wishes to be advised of information, there is no obligation to bid. Prospective firms may advise the City of their interest and contact information by email to (citymanager@westbranch.com) or calling (989) 345-0500.

#### 5. EXAMINATION OF WORK

Prior to submission of a bid, the Contractor shall make and shall deem to have made a careful examination of the site and specifications. The Contractor shall become informed as to the location and nature of the proposed project, the transportation facilities, general local conditions and all other matters that may affect the cost and time of completion of the project.

It is the Contractor's responsibility to examine the project prior to bid submission to become fully aware of the requirements. Ignorance of conditions that now exist or that may hereinafter exist, or of any conditions or difficulties that may be encountered in the execution of the work as a result of failure to make such examination to become so informed will not be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect all of the requirements.

#### 6. AGREEMENT

The selected Contractor will be required to enter into an Agreement for this project. A draft Agreement will be provided by the City. All requirements of the Agreement, these specifications and Contractor's bid will become contractual obligations of the Contractor. It is anticipated there will be negotiation on the final service arrangement and the response to this request will set the basis for these negotiations to provide the services the City deems most beneficial for its residents.

#### 7. INSURANCE

The Contractor agrees not to change and agrees to maintain such insurance throughout the period of performance of the Agreement. The Contractor will upon execution of the Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under the Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City.

**Commercial General Liability**. The Contractor shall acquire and maintain commercial general liability insurance coverage in the amount of \$5,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Contractor's work.

**Broadened Auto Pollution Liability Form CA 9948.** The Contractor shall acquire and maintain Broadened Pollution Liability Form CA 9948 in the amount of \$1,000,000 per occurrence. The City shall be named as additional insured.

**Site Specific Pollution Liability Coverage.** If the Contractor has a transfer facility, the Contractor shall acquire and maintain Site Specific Pollution Liability Coverage in the amount of \$5M per occurrence, with a \$5M aggregate in claims made form. Such coverage shall provide for a three-year discovery period. The City shall be named as additional insured.

**Automobile Liability**. The Contractor shall acquire and maintain during the life of the Agreement, automobile liability insurance, including applicable "no-fault" coverage, combined single limit bodily injury and property damage and shall include all owned vehicles, all nonowned vehicles and all hired vehicles.

**Workers Compensation**. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Contractor shall provide a certificate of insurance or copy of state approval for self-insurance to the City Clerk upon execution of the Agreement.

#### 8. SUBCONTRACTING

The selected Contractor will be required to assume responsibility for all services outlined in this bid, whether or not that firm provides them or subcontracts them to another entity. None of the Contractor's duties under the Contractor shall be assigned, subcontracted or transferred without prior written consent of the City. Any assignment, subcontract or transfer of duties under the Agreement shall be in writing. The City will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any or all charges resulting from the Agreement. If any of the work is to be subcontracted, the Contractor awarded the bid must provide a complete description of the work to be subcontracted and a description of the subcontractor's organization and capabilities. The Contractor must list all subcontractors to be used on the Bid Summary sheet. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Agreement and its specifications.

#### 9. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection and shall assume full responsibility for the Contractor's work from loss or damage and shall protect all public and private property from injury or loss arising in connection with the Contractor's work. The Contractor shall indemnify and save the City harmless from all such damages or injuries occurring because of the Contractor's work.

#### 10. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail, or the omission from them of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practices are to prevail and only material of the first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications will be made upon the basis of this statement.

#### 11. TERMINATION

- A. For Fault. If the City Manager determines that the Contractor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by the Agreement, the City Manager may terminate or suspend the Agreement in whole or in part upon written notice to the Contractor specifying the portions of the Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Contractor shall correct the violations referred to in the notice. If the Contractor does not correct the violations during the period provided for in the notice, the Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Contractor at time of termination may be adjusted to cover any additional costs occasioned the Municipality by reason of the termination. This provision for termination shall not limit or modify any other right to the Municipality to proceed against the Contractor at law or under the terms of the Agreement.
- B. Not for Fault. Whenever the City Manager determines that termination of the Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate the Agreement by written notice to the Contractor specifying the services terminated and the effective date of such termination. Upon termination, the Contractor shall be entitled to and the City shall pay the costs actually incurred in compliance with the Agreement until the date of such termination.

#### 12. PAYMENT

Under the City billing option, payment shall be made within thirty (30) days of satisfactory completion of work in each billing period. The City may withhold payment in whole or in part for:

- A. Defective work not remedied, or
- B. Damage to public property, or
- C. Failure to obtain proper permits and insurance, or
- D. Claims filed or reasonable evidence indicating probability of claims being filed, or
- E. Failure of the Contractor to make payments properly for subcontractors, or for material, or labor, or
- F. A reasonable doubt that the Agreement can be completed, or
- G. Damage to another contractor.

#### 13. FUEL ADJUSTMENT

The bid price submitted by the Contractor will be adjusted on an annual basis according to a fuel adjustment factor. The fuel adjustment calculation will be tied to the Midwest average price of diesel fuel as reported weekly by the Energy Information Administration of the U.S. Department of Energy (EIA/DOE) in its Weekly Retail On-highway Diesel Prices Index. The fuel adjustment factor will be applied to the contract price at the beginning of contract years 2 thru 3 based on the DOE average diesel fuel cost per gallon for the three month period ending December 31st of the previous year.

Bidders will submit a Fuel Adjustment Chart indicating the effects of fuel prices on the contract price.

#### 14. INOUIRIES

Please direct any questions concerning any part of these specifications to:

Heather Grace, City Manager (989) 345-0500

#### **BID SUMMARY**

**Title: Solid Waste Collection** 

Due Date: February 27, 2019, 11:00am

Having carefully examined the specifications and any other applicable information, the Contractor proposes to furnish all items necessary for, and reasonably incidental to the proper completion of this bid.

The Contractor submits this bid and agrees to meet or exceed all of the City's requirements and specifications unless otherwise indicated in writing and attached hereto.

The Contractor certifies that as of the date of this bid, the Contractor is not in arrears to the City of West Branch for debt or contract.

The Contractor understands and agrees, if selected, to enter into an Agreement with the City and to provide proof of any required insurance and bonds. The Contractor shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Contractor understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. Criteria used may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the residents.

The Contractor agrees that the bid may not be withdrawn for a period of 240 days from the actual date of the opening of the bid.

Bidders are required to complete all of the attached Bid Summary forms.

Bidders must also submit a Fuel Adjustment Chart indicating the effects of fuel prices on the contract price.

#### **BID SUMMARY**

#### **CONTRACTOR BILLING AND COLLECTIONS**

Options A:	Waste Collection	Frequency of	Base	Cost per Hor	usehold
Any truck type	Services	Service	Year 1	Year 2	Year 3
A-1	Trash 96 gallon cart Household cost per month	Weekly	\$/mo.	\$/mo.	\$/mo.
A-2	Recycling Household cost per month	Weekly	\$/mo.	\$/mo.	\$/mo.
A-3	Recycling Household cost per month	Bi-Weekly	\$/mo.	\$/mo.	\$/mo.
A-4	Bulk Item Household cost per month	Weekly	\$/mo.	\$/mo.	\$/mo.
A-5	OPTIONAL bid price to include weekly pickup of 20 cans located downtown	Weekly	\$/mo.	\$/mo.	\$/mo.
A-6	optional 2 – 40 yard compactors for current recycle center as follows: rent per year per compactor (Inc. transportation cost)	Weekly	\$/mo.	\$/mo.	\$/mo.
A-7	Additional 1 – 8 yard cardboard recycling container at a specific location in downtown	Weekly	\$/mo.	\$/mo.	\$/mo.

	ocation in downtov	/n		
Waste Surcharge fee:	96 gallon cart	ferder s		
Submitted by:				
Signature		Contractor Name		
Name and Title (print)	<u> </u>	Sole proprietorship	/partnership/o	corporation

Phone	If corporation, state of incorporation
Address	City, State, Zip

#### BID SUMMARY

#### CONTRACTOR BILLING AND COLLECTIONS

Options B: Tandem axle truck	Waste Collection	Frequency of	Base	Cost per Ho	usehold
ONLY	Services	Service	Year 1	Year 2	Year 3
B-1	Trash 96 gallon cart Household cost per month	Weekly	\$/mo.	\$/mo.	\$/mo.
B-2	Recycling Household cost per month	Weekly	\$/mo.	\$/mo.	\$/mo.
B-3	Recycling Household cost per month	Bi-Weekly	\$/mo.	\$/mo.	\$/mo.
B-4	Bulk Item Household cost per month	Weekly	\$/mo.	\$/mo.	\$/mo.
B-5	OPTIONAL bid price to include weekly pickup of 20 cans located downtown	Weekly	\$/mo.	\$/mo.	\$/mo.
В-6	optional 2 – 40 yard compactors for current recycle center as follows: rent per year per compactor (Inc. transportation cost)	Weekly	\$/mo.	\$/mo.	\$/mo.
В-7	Additional 1 – 8 yard cardboard recycling container at a specific location in downtown	Weekly	\$/mo.	\$/mo.	\$/mo.

	D-7	container at a specific location in downtown	Weekly	\$/mo.	\$/mo.	\$/mo.
I	Waste Surcharge fee:	96 gallon cart				
S	Submitted by:					

Signature	Contractor Name		
Name and Title (print)	Sole proprietorship/partnership/corporation		
Phone	If corporation, state of incorporation		
Address	City, State, Zip		

#### BID SUMMARY CONTRACTOR BILLING AND COLLECTIONS

Options C:	Waste Collection	Frequency of	Base	Cost per Hoi	ısehold
Single axle truck ONLY	Services	Service	Year 1	Year 2	Year 3
C-1	Trash 96 gallon cart Household cost per month	Weekly	\$/mo.	\$/mo.	\$/mo.
C-2	Recycling Household cost per month	Weekly	\$/mo.	\$/mo.	\$/mo.
C-3	Recycling Household cost per month	Bi-Weekly	\$/mo.	\$/mo.	\$/mo.
C-4	Bulk Item Household cost per month	Weekly	\$/mo.	\$/mo.	\$/mo.
C-5	OPTIONAL bid price to include weekly pickup of 20 cans located downtown	Weekly	\$/mo.	\$/mo.	\$/mo.
C-6	optional 2 – 40 yard compactors for current recycle center as follows: rent per year per compactor (Inc. transportation cost)	Weekly	\$/mo.	\$/mo.	\$/mo.
C-7	Additional 1 – 8 yard cardboard recycling container at a specific location in downtown	Weekly	\$/mo.	\$/mo.	\$/mo.

Waste Surcharge fee:	96 gallon cart	
Submitted by:		
Signature		Contractor Name
Name and Title (print)		Sole proprietorship/partnership/corporation
Phone		If corporation, state of incorporation
Address	<u>.</u>	City, State, Zip
Bidder: Please return t	<u>his sheet.</u>	
List Subcontractors, if an	y.	
1)	<del> </del>	
2)		
	References: (incl	ude name of organization, contact person, daytime pho
1)		
4)		

#### BID SUMMARY - current

#### CONTRACTOR BILLING AND COLLECTIONS

Options A:	Waste Collection	Frequency of	Base	Cost per Ho	usehold
Any truck type	Services	Service	Year 1	Year 2	Year 3
<b>A-1</b>	Trash 96 gallon cart Household cost per month	Weekly	\$ <u>12.49</u> mo.	\$/2.99/mo.	\$1337/mo.
<b>A-2</b>	Recycling Household cost per month	Weekly	\$ <u><b>N/</b></u> \mo.	\$ <u>M/</u> \mo.	\$ <i>\\\[\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>
A-3	Recycling Household cost per month	Bi-Weekly	\$ <u>~/~</u> /mo.	\$ <u>~\&amp;</u> /mo.	\$ <u>N/4</u> /mo.
A-4	Bulk Item Household cost per month	Weekly	\$ .75 /mo.	\$7 <b>&gt;</b> /mo.	\$ <u>.81</u> /mo.
A-5	OPTIONAL bid price to include weekly pickup of 20 cans located downtown	Weekly	\$ <u>-0-</u> /mo.	\$ <u>-0</u> -/mo.	\$O/mo.
A-6	optional 2 - 40 yard compactors for current recycle center as follows: rent per year per compactor (Inc. transportation cost)	Weekly	\$340. 9mo.	\$358. 7mo.	\$373. 5 mo.
A-7	Additional 1 – 8 yard cardboard recycling container at a specific location in downtown	Weekly	\$ <u>-0-</u> /mo.	\$0-/mo.	\$_O-/mo.

Submitted by:	
	Republic Sorvices
Signature	Contractor Name
CAS Hichs Municip. Name and Title (print)	Al Services MANAGER
Name and Title (print)	Sole proprietorship/partnership/corporation

Waste Surcharge fee: 96 gallon cart

#### **BID SUMMARY**

#### **CONTRACTOR BILLING AND COLLECTIONS**

Options A:	Waste Collection	Frequency of	Base Cost per Househo		ısehold
Any truck type	Services	Service	Year 1	Year 2	Year 3
A-1	Trash 96 gallon cart Household cost per month	Weekly	\$ <u>/0.37</u> /mo.	\$/mo.	\$/mo.
A-2	Recycling Household cost per month	Weekly	\$ <i>N/4</i> /mo.	\$ <u>M/4</u> /mo.	\$ <u>////</u> /mo.
A-3	Recycling Household cost per month	Bi-Weekly	\$ <u>4.36</u> /mo.	\$/mo.	\$/mo.
A-4	Bulk Item Household cost per month	Weekly	\$.75/mo	. \$/mo.	\$/mo.
A-5	optional bid price to include weekly pickup of 20 cans located downtown	Weekly	\$ <u>-6-</u> /mo.	\$ <u>-0</u> -/mo.	\$ <u>-D</u> -/mo.
<b>A-6</b>	optional 2 – 40 yard compactors for current recycle center as follows: rent per year per compactor (Inc. transportation cost)	Weekly	\$ <u> </u>	\$ <u>\( \alpha \)</u> mo.	\$ <i>M/Q</i> /mo.
A-7	Additional 1 – 8 yard cardboard recycling container at a specific location in downtown	Weekly	\$ <u>-0</u> '/mo	s <u>-0°</u> /mo	. \$ <u>-0</u> -/mo.

Submitted by:	
	Republic Services
Signature	Contractor Name
Name and Title (print)	Muricipal Sarvices Manager  Sole proprietorship/partnership/corporation
Name and Title (print)	Sole proprietorship/partnership/corporation

Waste Surcharge fee: 96 gallon cart \_\_\_\_\_

810-768-2218	michigan		
Phone	If corporation, state of incorporation		
4101 Holidan Dr.	Flist, MT 45507		
Address	City, State, Zip		

#### **BID SUMMARY**

#### **CONTRACTOR BILLING AND COLLECTIONS**

Options B:	Waste Collection	Frequency of Service	Base	Base Cost per Household		
Tandem axle truck ONLY	k Services		Year 1	Year 2	Year 3	
B-1	<b>Trash</b> 96 gallon cart Household cost per month	Weekly	\$ <i>M</i> /Mo.	\$ <u>////</u> /mo.	\$ <u>//o</u> /mo.	
B-2	Recycling Household cost per month	Weekly	\$ <u>//</u> /mo.	\$ <u><i>M/4</i></u> /mo.	\$ <u>\\alpha\</u> mo.	
В-3	Recycling Household cost per month	Bi-Weekly	\$ <i>N/A</i> /mo.	\$ <u>N/A</u> /mo.	\$ <u> </u>	
B-4	Bulk Item Household cost per month	Weekly	\$ <i>N/N</i> /mo.	\$ <b>1/4</b> /mo.	\$ <u>N/\$</u> /mo.	
B-5	OPTIONAL bid price to include weekly pickup of 20 cans located downtown	Weekly	\$ <b>N/A</b> /mo.	\$ <i>M/A</i> /mo.	\$ <i>MA</i> /mo.	
В-6	optional 2 – 40 yard compactors for current recycle center as follows: rent per year per compactor (Inc. transportation cost)	Weekly	\$ <b>M/</b> /mo.	\$ <u>M</u> /mo.	<i><b>N/A</b>/</i> mo.	
B-7	Additional 1 – 8 yard cardboard recycling container at a specific location in downtown	Weekly	\$ <u>N/A</u> /mo.	\$ <i>M/W</i> /mo.	\$ <i>M/A</i> /mo.	

Waste Surcharge fee:	96 gallon cart			
Submitted by:				

Olapiblic Sorrices

6017	Hic	15
Name and	Title	(print)

Sole proprietorship/partnership/corporation

810 - 718 - 22 18 Phone

If corporation, state of incorporation

HIOI Holiday Dr.

City, State, Zip

#### Bidder: Please return this sheet.

#### **BID SUMMARY**

#### **CONTRACTOR BILLING AND COLLECTIONS**

Options C:	Waste Collection	Frequency of	Base	Cost per Ho	usehold
Single axle truck ONLY	k Services	Service	Year 1	Year 2	Year 3
C-1	Trash 96 gallon cart Household cost per month	Weekly	\$ <u>N/4</u> /mo.	\$ <u>M2</u> /mo.	\$ <u>\M</u> /mo
C-2	Recycling Household cost per month	Weekly	\$N/2/mo.	\$ <i>N/A</i> /mo.	\$ <u>~/</u> */mo
C-3	Recycling Household cost per month	Bi-Weekly	\$ <b>M</b> /mo.	\$ <u>U/w</u> /mo.	\$ <i>M/A</i> 7mo
C-4	Bulk Item Household cost per month	Weekly	\$ <u>\(\alphi\)\(\rangle\)\(\rangle\)\(\rangle\)\(\rangle\)\(\rangle\)</u>	\$ <u>M/A /</u> mo.	\$ <u>// //</u> mo
C-5	OPTIONAL bid price to include weekly pickup of 20 cans located downtown	Weekly	\$ <u>N/n</u> /mo.	\$ <b>1/A</b> /mo.	\$ <u>N/A</u> /mo.
C-6	optional 2 - 40 yard compactors for current recycle center as follows: rent per year per compactor (Inc. transportation cost)	Weekly	\$ 1/2/mo.	\$ <i>MP</i> /mo.	\$ <b>MQ</b> /mo.
C-7	Additional 1 ~ 8 yard cardboard recycling container at a specific location in downtown	Weekly	\$ 1/4/mo.	\$ <u>// // m</u> o.	\$ <b>N/A</b> /mo.

Waste Surcharge fee: 96 gallon cart
Submitted by:
Signature Contractor Name
C
Name and Title (print)  Sole proprietorship/partnership/corporation
000 015 00 15
Phone If corporation, state of incorporation
4101 Holiday Dr. Flint MT. 48507 Address City State 7in
Address City, State, Zip
Bidder: Please return this sheet.
List Subcontractors, if any.
1)
2)
3)
Commercial or Municipal References: (include name of organization, contact person, daytime phone number, and length of time services have been performed)
1) See Attached
2)
3)
4)

#### **Business/Legal Issues and Exceptions:**

2 .

- Section 3.1 (I), Page 4: Republic shall repair or replace any property or equipment only if the damage is caused due to Republic's sole negligence or wilful misconduct except normal wear and tear caused pursuant to the services performed under this Contract. (Also refer Section 3.1 (F), Page 3).
- Section 3.3, Page 4-5: Please review a list of recyclables that Republic would be required to collect. If there are any concerns with respect to contamination of recyclables, the Contract must mention such provision which would protect Republic from such contamination.
- Section 7, Page 7: Following changes are required to be made in the insurance section:
- 4 Replace the word "termination" with the word "cancellation" in the fourth line of first paragraph of this Section;
- Replace the word "any" with the word "material" in the fourth line of first paragraph of this Section;
- 6 Insert the words "others than Workers' Compensation" after the words "in the policy" in the fourth line of first paragraph of this Section;
- 7 Delete the words "including applicable "no fault" coverage" after the words "automobile liability insurance" from the second line of fifth paragraph of this section.
- Section 8, Page 8: Republic should have an absolute right of assignment of the Contract. In the alternative, the consent should not be unreasonably withheld, delayed or conditioned by Customer and no consent is required for transfers to affiliates and/or in connection with the sale or purchase of a business.
- Section 11 (A), Page 8: In the event of Republic's failure to cure such breach, the Contract can be terminated upon at least thirty (30) days prior written notice by Customer.
- 10 Further, Republic should be allowed to terminate the Contract upon Customer's breach after Customer has the opportunity to cure that breach within a certain number of days.
- 11 Section 11 (B), Page 8: Customer's right of termination for convenience should be deleted.
- <u>12</u> <u>Section 12, Page 8-9: Republic shall have the ability to charge interest on late payment in the event Customer does not pay Republic on time.</u>
- 13 Further, Customer should not have the right to withhold any payments due to Republic as specified in this section.
- Additionally, Republic should have the ability to pass through new or increases to the existing Fees & Taxes and increase the rates after signing the contract on account of operational costs.
- 15 The following legal issues need to be addressed in the Contract that may be entered into by Republic and Customer; if Republic is the successful bidder:

- Acceptable Waste; Unacceptable Waste: The Bid response should include a detailed description of the type of waste Republic will collect and dispose of, along with definitions for waste that Republic will not collect or dispose of such as hazardous/ unacceptable wastes.
- 17 Further, Republic must have a right to reject any unacceptable/hazardous waste provided by any residential or commercial unit.
- 18 <u>Title to Waste: Title to and liability for any hazardous/unacceptable waste must not pass to Republic at any time.</u>
- 19 The following business issues need to be addressed in the Contract that may be entered into by Republic and Customer; if Republic is the successful bidder:
- 20 Exclusivity: If the services Republic has to provide to Customer are intended to be exclusive, the Contract should state that the services Republic will provide are exclusive for the locations that Republic service.

#### SUNRISE DISPOSAL SERVICE, INC.

4463 Industrial Way West, P.O. Box 518 Oscoda, MI. 48750-0518 989-739-6400 Toll Free 1-877-362-2440 Fax 989-739-6422

Contactor reserves the right to negotiate future increase in good faith, in order to facilitate the equitable division of contractors actual increased cost, including, but not limited to: Insurance, Fuel, Labor, and Landfill increases.

Do to the increased cost and difficulty of processing and marketing of recyclables, we have suspended our recycling program at this time.

Customers are encouraged to contact our office using the toll-free number for any questions or concerns.

In case of a holiday or any other delay in service do to an emergency will be delayed by one day unless for some reason it last for more than one day, in which service will resume on the regular day on the following week. Customers are encouraged to like us on Face Book for up to date information.

Thank You,

Brian Hager, President

Sunrise Disposal Service, Inc.

Cell 989-240-2409

## SUNRISE DISPOSAL SERVICE, INC.

4463 Industrial Way West, P.O. Box 518 Oscoda, MI. 48750-0518 989-739-6400 Toll Free 1-877-362-2440 Fax 989-739-6422

2/21/19

City of West Branch, Elected Officials Subject: WASTE Collection Bid:

Dear Elected Officials,

We appreciate this opportunity to become the company of choice for all your Disposal/Collection needs. Our service professionals are committed to providing excellent service. We are confident that you will be pleased with our high standards.

It is often assumed that all waste haulers impose additional fuel and environmental fees. Sunrise Disposal does not impose any of these fees. We use the same type of landfill and pay similar cost factors for fuel and disposal which are all included in our bid amount. These fuel and environmental fees are not government mandated, they are the companies own charges.

#### NOTES:

Bid is based on a (3) three-year term.

The rate per unit may be increased annually by an average of 3%, reflecting the annual increase in the consumer price index for the previously corresponding period.

Any New Government mandated cost would be passed on to the municipality, as required.

Optional bid price to pickup 20 cans in the downtown area is included in per unit price.

Optional bid price to use a single axle truck for pickup, Included. We plan to utilize our single mini packer trucks whenever possible.

All bulky items will be picked up on the same day as normal trash pickup. We plan on using Rear Load trucks with a two-person crew, so we can collect the trash and the bulky items in one pass.

We would like to propose a Tuesday pickup day.

### Bidder: Please return this sheet.

#### **BID SUMMARY**

#### CONTRACTOR BILLING AND COLLECTIONS

Options A:	Waste Collection	Frequency of		Base	Cost per Ho	sehold
Any truck type	Services	Service	Year 1	and the same of th	Year 2	Year 3
A-1	Trash 96 gallon cart Household cost per month	Weekly	\$13.06	/mo.	\$ <u>13-46</u> /mo.	\$ <u>13.86</u> /mo.
A-2	Recycling Household cost per month	Weekly	s N/A	/mo.	\$_N/A_/mo.	\$ <mark>~/A</mark> _/mo.
A-3	Recycling Household cost per month	Bi-Weekly	5 N/A	/mo.	\$ \\/A /mo.	\$ 1/A /mo.
A-4	Bulk Item Household cost per month	Weekly	\$ Inc.	/mo.	\$ Inc. /mo.	\$ Ine. /mo.
A-5	OPTIONAL bid price to include weekly pickup of 20 cans located downtown	Weekly	\$ Inc	/mo.	\$ <u>InC</u> /mo.	\$ <u>Tnc</u> /mo.
A-6	optional 2 - 40 yard compactors for current recycle center as follows: rent per year per compactor (Inc. transportation cost)	Weekly	\$ 2/4	/mo.	\$ <u>₽</u> /mo.	<b>5 №</b> /mo.
A-7	Additional 1 – 8 yard cardboard recycling container at a specific location in downtown	Weekly	\$	/mo.	\$/mo.	\$/mo.

Waste Surcharge fee:	96 gallon cart	

Submitted by:

\_\_\_

SUNRISE DISPOSAL SERVICE, INC.

Signature

Contractor Name

BRIAN HAGER

Name and Title (print)

PRESIDENT

Sole proprietorship/partnership/corporation

01/30/2019 09:46

#246 P.013/015

SUNCISE	DISPOSAL	SERVICE	INC.

MICH. If corporation, state of incorporation

4775 SUNSET ST. P.O. Box 518 OSCODA MI. 48756
Address City, State, Zip

#### Bidder: Please return this sheet.

#### **BID SUMMARY**

#### CONTRACTOR BILLING AND COLLECTIONS

Options B: Tandem axle truck	Waste Collection Services	Frequency of	1	Cost per Ho	usehold
ONLY	Services	Service		Year 2	Year 3
B-1	Trash 96 gallon cart Household cost per month	Weekly	\$13.06/mo.	s <u>13.46</u> /mo.	\$13.88/mo.
B-2	Recycling Household cost per month	Weekly	sN/A /mo.	s N/A /mo.	\$_\/A_/mo.
B-3	Recycling Household cost per month	Bi-Weekly	\$ 2/A /mo.	5 N/A /mo.	<u>\$₩Α</u> /mo.
B-4	Bulk Item Household cost per month	Weekly	sInc. /mo. s	Inc./mo.	\$_Inc./mo.
B-5	OPTIONAL bid price to include weekly pickup of 20 cans located downtown	Weekly	sInc./mo. s	The./mo.	\$ <u>Ine.</u> /mo.
В-6	yard compactors for current recycle center as follows: rent per year per compactor (Inc. transportation cost)	Weekly	\$₩ <u>/</u> mo. \$	YA /mo.	\$ <b>½</b> /mo.
B-7	Additional 1 – 8 yard cardboard recycling container at a specific location in downtown	Weekly	<u>√/A</u> /mo. \$	⊔/A /mo. \$	ν/ <sub>A</sub> /mo.

Waste Surcharge fee:	Waste	Surcharge	fee:
----------------------	-------	-----------	------

96 gallon cart N/A

Submitted by:

01/30/2019 09:46

#246 P.014/015

SUNRISE DISPOSAL SERVICE INC.

BRIAN HAGER
Name and Title (print)

5. Coe?

Sole proprietorship/partnership/corporation

989-739-10400 Phone

If corporation, state of incorporation

OSCODA MI. 48750

Address

City, State, Zip

#### Bidder: Please return this sheet.

#### **BID SUMMARY**

#### CONTRACTOR BILLING AND COLLECTIONS

Options C:	Waste Collection	Frequency of	Base Cost per Household
Single axle truck ONLY	Services	Service	Year 1 Year 2 Year 3
C-1	Trash 96 gallon cart Household cost per month	Weekly	\$13.06/ma. \$13.46/ma. \$13.88/ma.
C-2	Recycling Household cost per month	Weekly	\$ N/A /mo. \$ /mo. \$ /mo.
C-3	Recycling Household cost per month	Bi-Weekly	\$ P/A /mo. \$/mo. \$/mo.
C-4	Bulk Item Household cost per month	Weekly	\$ INC /mo. \$ INC /mo. \$ INC /mo.
C-5	optional bid price to include weekly pickup of 20 cans located downtown	Weekly	\$Tet /mo. \$Iel./mo. \$Irc/mo.
C-6	optional 2 - 40 yard compactors for current recycle center as follows: rent per year per compactor [inc. transportation cost]	Weekly	\$ \(\mu/\text{A} \) \mo. \(\square\text{mo.} \) \(\square\text{mo.} \) \(\square\text{mo.} \)
C-7	Additional 1 – 8 yard cardboard recycling container at a specific location in downtown	Weekly	\$N/A /mo. \$/mo. \$/mo.

From:City of West Branch

19893454390

Waste Surcharge fee: 96 gallon cart $\sqrt{A}$
Submitted by:
BRIAN - SUNRISE DISPOSAL SERVICE INC.
By C. W. SUNRISE DISPOSAL
Signature Contractor Name
Relad HAGER PRESIDENT S. CORP  Name and Title (print) Sole proprietorship/partnership/corporation
Phone If corporation, state of incorporation
4775 Sunset St. PO Box 518 OSCODA MI. 48750  Address City, State, Zip
THE COURT OF THE C
7
Bidder: Please return this sheet.
List Subcontractors, if any.
1) N/A
2)
3)
Commercial or Municipal References: (include name of organization, contact person, daytime phone number, and length of time services have been performed).
1) ARENAC TWP. SUPERVISOR (DEBRA) 989-653-2319 SINCE 7/14/2010
2) SAGANING CASINO (DAN CLOUTHIER) 989-775: 5926 SINCE 5/29/2014
3) CITY OF WHITTEMORE (ROW DORCEY) 989. 756:5311 SINCE 5/29/2014
4) KALITIA AIR (DONA) 989-313-1310 SINCE 5/29/2014 DONNA 989-739-4264

#### 2019 Solid Waste Collection Bids

#### Bids were opened at 11:00am on 2/27/19 at City Hall

In attendance were Clerk/Treasurer John Dantzer, Deputy Clerk/Treasurer Michelle Frechette, Gary Hicks from Republic Services and Brady McCoy from Sunrise Disposal

		Republic Services	Republic Services	Sunrise Disposal
				Any truck &
			Recycling	Tandem
			OPTION	axle
	Trash 96 gallon cart			
	household cost per month			1 442 05
	weekly	\$12.49	\$10.37	\$13.06
	Trash 96 gallon cart	,		1
	household cost per month	4		612.46
A-1 yr2	weekly	\$12.99		\$13.46
	Trash 96 gallon cart			1 1
	household cost per month	A		\$13.88
A-1 yr3	weekly	\$13.51		\$13.00
	Recycling household			n/2
A-2 yr1	cost per month - weekly	<u>n/a</u>	n/a	n/a
	Recycling household		n/n	n/a
A-2 yr2	cost per month - weekly	n/a	n/a_	11/4
	Recycling household	, /-	n/a	n/a
A-2 yr3	cost per month - weekly	n/a_	11/ a	-11/4
	Recycling household			1
	cost per month - bi-	2/2	\$4.36	n/a
A-3 yr1	weekly	n/a_	34.30	1.70
	Recycling household			1
	cost per monen	n/a		n/a
A-3 yr2_	Recycling household	11/0		
1	1 ' "		1	
	cost per month	n/a		n/a
A-3 yr3	weekly  Bulk Item household cost	11/4	-	<del></del>
	per month - weekly	\$0.75	\$0.75	inc
A-4 yr1	Bulk Item household cost	30.73	70170	
	per month - weekly	\$0.78	1	inc
A-4 yr2	Bulk Item household cost			<del>                                     </del>
	per month - weekly	\$0.81		inc
A-4 yr3	Optional bid price to	70.01		
	include weekly pickup			
	of 20 cans located			1
A F 1	downtown	\$0.00	\$0.00	inc
A-5 yr1	Optional bid price to	70.00	7.00	
	include weekly pickup			
1	of 20 cans located			1
A E 1/2	downtown	\$0.00	\$0.00	inc
A-5 yr2	Optional bid price to	+	1	
	include weekly pickup	1		
	of 20 cans located		1	İ
A-5 yr3	downtown	\$0.00	\$0.00	inc _
W-2 A12	40111101111	1		

	Optional 2 - 40 yard			
	compactors for current		İ	Į.
	recycle center as follows:		1	I
	rent per year per			
]	compactor (inc.			ŀ
A-6 yr1	transportation cost)	\$345.00	n/a	n/a
	Optional 2 - 40 yard			
	compactors for current			
	recycle center as follows:			i
	rent per year per			
	compactor (inc.			
A-6 yr2	transportation cost)	\$358.80	n/a	n/a
	Optional 2 - 40 yard			
	compactors for current			
	recycle center as follows:			
	rent per year per			l i
	compactor (inc.			
A-6 yr3	transportation cost)	\$373.15	n/a	n/a
	Additional 1 - 8 yard			
	cardboard recycling			1
	container at a specific	ŀ		'
A-7 yr1	location in downtown	\$0.00	\$0.00	
	Additional 1 - 8 yard			
	cardboard recycling			
	container at a specific			!
A-7 yr2	location in downtown	\$0.00	\$0.00	
	Additional 1 - 8 yard			
	cardboard recycling			
	container at a specific			
A-7 yr3	location in downtown	\$0.00	\$0.00	<u>                                     </u>

# Unfinished Business

## New Business

## ATTACHED IS A LIST OF THE BILLS TO BE APPROVED

#### AT THIS COUNCIL MEETING

BILLS \$52,382.95

BILLS AS OF 2/28/19 \$52,382.95

Additions to Bills as of \$0

Paid but not approved \$0

TOTAL BILLS \$52,382.95

BILLS ARE AVAILABLE

AT THE MEETING

FOR COUNCIL'S REVIEW

Vendor Name	Amount	Description
ADVANCED CHEMICAL & SUPPLY INC	116.36	WWTP SUPPLIES
BARTON'S MOBILE REPAIR & WELD	155.52	#16 REPAIR
CHARTER COMMUNICATIONS	449.88	PHONE AND INTERNET WWTP & DPW & CITY HALL
CINTAS	42.80	WWTP SUPPLIES
CONSUMERS ENERGY	163.66	ELECTRIC
DLL FINANCIAL SERVICES INC	70.08	POLICE COPIER
DO ALL INC	523.53	CLEANING CITY HALL, POLICE AND RECYCLING
ENERGY SPECIALTIES GROUP INC	1,200.00	BALANCE ON LIBRARY JOB
GREG WANGLER AUTO REPAIR	394.98	#29 REPAIR
INK & THREAD LLC	54.00	DDA NAME PLATES
LAKE STATE RAILWAY CO	5,934.00	2019 SIGNAL MAINTENANCE FEE
MERS OF MICHIGAN	16,626.00	RETUREMENT FEBRUARY
MVW & ASSOCIATES INC	995.00	ASSESSOR CONTRACT MARCH
OGEMAW COUNTY HERALD ADLINER	139.67	ADS
PRINTING SYSTEMS	274.79	UTILITY BILLS
REPUBLIC SERVICES 237	9,520.73	GARBAGE SERVICE FEBRUARY
SALT ON SITE	465.00	BAGS OF SALT
STATE OF MICHIGAN	32.00	WATER SAMPLES
TRANSCEND	14,584.60	BCN MARCH
TRANSCEND	490.19	BCN MARCH
UPS	18.16	WWTP SHIPPING
VERIZON WIRELESS	132.00	POLICE CELL PHONES & MIFI

TOTAL 52,382.95



### City of West Branch

121 North Fourth Street, West Branch, Michigan 48661 Phone 989-345-0500 © Fax 989-345-4390 © e-mail cityhall@westbranch.com

#### Banner Application\*

Name of Organization Surline Elemen	tay PTO
Address 147 State Street, Wes	t Branch M1 48661
Contact Person & Phone Number Leah Pauley	989-312-2725
Applications are subject to City Manager approval and co	onditions.
<ol> <li>"LINK LETTER" type or VINYL MESH banners on EXCEPTIONS!!)</li> <li>Rendering showing color, size and design of banner</li> <li>ALL banners MUST be in a box clearly marked with</li> <li>ALL banners MUST be picked up within 2 weeks disposal of the banner.</li> <li>One (1) banner per organization per year</li> <li>Two (2) week maximum</li> <li>Each placement must be approved by City Manager</li> <li>One banner displayed at any one time – priority base beginning January 1 each year)</li> <li>Organization holds City harmless and agrees to defer or event announced on banner</li> <li>Banners allowed May 1 – Sept. 31 (City Manager must)</li> <li>Meid Street only</li> <li>No commercial advertising allowed on banner</li> <li>If approved a \$100.00 fee must be paid within two w</li> </ol>	must be submitted with application the name of the banner, contact name & phone numb after the event; failure to do so will result in  at least two (2) weeks prior to scheduled placement ed on "first come" basis (applications accepted and City from liability claims arising as a result of activ tay grant special requests)
** Administration reserves the right to limit th	e number of banners.
Copy shown on banner. Santable Elem ATO	7 Color Run June 7
Banner to be displayed: FROM5/.281.2019 TO .	6/5/2019
Ligh faulty Signature	
For Office Use Only	
Application Number  Placement of banner approved City Manag	ger on/
aditions approved by City Council on 5/15/17	Called on / /

"City with a Smile!"

#### OPEN MEETINGS ACT (EXCERPT) Act 267 of 1976

15.268 Closed sessions; permissible purposes.

Sec. 8.

A public body may meet in a closed session only for the following purposes:

- (a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered after the rescission only in open sessions.
- (b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.
- (c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
- (d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- (e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.
- (f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).
- (g) Partisan caucuses of members of the state legislature.
- (h) To consider material exempt from discussion or disclosure by state or federal statute.

- (i) For a compliance conference conducted by the department of commerce under section 16231 of the public health code, Act No. 368 of the Public Acts of 1978, being section 333.16231 of the Michigan Compiled Laws, before a complaint is issued.
- (j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:
- (i) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number shall not constitute a quorum of the governing board. However, the search committee shall not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.
- (ii) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.
- (iii) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

**History:** 1976, Act 267, Eff. Mar. 31, 1977 ;-- Am. 1984, Act 202, Imd. Eff. July 3, 1984 ;-- Am. 1993, Act 81, Eff. Apr. 1, 1994 ;-- Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996

#### Sample Motion to go into Closed Session to discuss a purchase

"I move to go into Closed Session pursuant to MCL 15.268 (d) to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained."

## RESOLUTION OF ADOPTION BY THE CITY OF WEST BRANCH CITY COUNCIL City of West Branch Master Plan

WHEREAS: The City of West Branch, Ogemaw County, Michigan established a Planning Commission under State of Michigan Public Act 33 of 2008, as amended, and;

WHEREAS: The City of West Branch Planning Commission is required by Section 31 of P.A. 33 of 2008, as amended to make and approve a master plan as a guide for the development within the City and;

WHEREAS: The City of West Branch Planning Commission, in accordance with Section 39(2) of the Act, notified the adjacent communities, public utilities, road/transit agencies, and the Ogemaw County Board of Commissioners of the intent to develop a plan and, in accordance with Section 41(2) of the Act, distributed the final draft to the same for review and comment, and;

WHEREAS: The plan was presented to the public at a hearing held on January 8, 2019, before the Planning Commission, with notice of the hearing being published in the Ogemaw County Herald on December 19, 2018, in accordance with Section 43(1) of the Act, and;

WHEREAS: The City of West Branch Planning Commission has reviewed the proposed plan, considered public comment, and adopted the proposed plan by resolution on February 26, 2019, and;

WHEREAS: The West Branch City Council has, by resolution, asserted the right to approve or reject the plan;

NOW THEREFORE BE IT RESOLVED THAT,

The content of this document, together with all maps attached to and contained herein are hereby adopted by the West Branch City Council as the City of West Branch Master Plan on this fourth day of March, 2019.

Motion:	Second:
Ayes:	
Nays:	
Absent:	
Certification	
hereby certify that the above is a true and correct copy of the meeting of the West Branch City Council.	resolution adopted at the March 4, 2019
City of West Branch	City of West Branch

#### WEST BRANCH COMMUNITY AIRPORT

P.O. BOX 183 WEST BRANCH, MI 48661

#### PROPOSED 2019/2020 BUDGET

#### **ESTIMATED REVENUE FOR FISCAL YEAR 2020**

FEDERAL AND STATE GRANTS	\$152,500.00			
CONTRIBUTIONS FROM CITY OF WEST BRANCH	\$48,600.00			
CONTRIBUTIONS FROM COUNTY OF OGEMAW	\$59,400.00			
AIRPORT GENERATED REVENUE	\$80,000.00			
TOTAL ESTIMATED REVENUES	\$340,500.00			
	And the state of t			
ESTIMATED EXPENDITURES FOR FISCAL YEAR 2020				
SALARY	\$54,742.00			
TELEPHONE	\$1,650.00			
INTERNET/TV	\$850.00			
CONSUMERS ENERGY	\$6,100.00			
PROPANE	\$3,000.00			
INSURANCE	\$11,500.00			
POSTAGE/PRINTING	\$200.00			
OFFICE SUPPLIES	\$500.00			
RUBBISH REMOVAL	\$1,176.00			
FUEL FOR EQUIPMENT	\$3,000.00			
PUBLICATIONS AND LICENSES	\$450,00			
AWOS	\$5,000.00			
VEHICLE MAINTENANCE	\$2,000.00			
EQUIPMENT REPAIRS	\$3,000.00			
RUNWAY MAINTENANCE/SAFETY AREA CLEARING	\$4,000.00			
BUILDING MAINTENANCE/SUPPLIES	\$5,000.00			
OUTSIDE LABOR	\$7,200.00			
TRAVEL/CONFERENCES	\$100.00			
PROFESSIONAL SERVICES	\$4,000.00			
AVIATION FUEL FOR RESALE	\$30,000.00			
BANK FEES	\$1,000.00			
SALES TAX REMITTANCE	\$1,500.00			
TOTAL ESTIMATED MAINTENANCE AND OPERATING EXPENSES	\$1,45,968.00			
FEDERAL GRANT MATCH FUND-TRANSFER	\$7,500.00			
HANGAR FUND-TRANSFER	\$27,032.00			
EQUIPMENT FUND-TRANSFER	\$10,000.00			
GRANT FUNDED PROJECTS	\$150,000.00			
TOTAL FUND TRANSFER EXPENDITURES	\$194,532.00			
TOTAL ESTIMATED EXPENDITURES	\$340,500.00			

# Approval of Minutes

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN THE COUNCIL CHAMBER OF CITY HALL, 121 NORTH FOURTH STREET, MONDAY, FEBERUARY 18, 2019

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

Present: Mayor Paul Frechette and Council Members Joanne Bennett, William Ehinger, Ellen Pugh, Dan Weiler, and Cathy Zimmerman.

Absent: Mike Jackson

Other officers present: Clerk/Treasurer John Dantzer, DPW Superintendent Mike Killackey, Police Chief Ken Walters, DDA Vice Chairperson Joe Clark, Planning Vice Chairperson Bob David, and County Commissioner Bruce Reetz.

All stood for the Pledge of Allegiance.

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

MOTION BY FRECHETTE, SECOND BY BENNETT, TO EXCUSE MEMBER JACKSON FROM THE MEETING DUE TO A WORK RELATED INJURY.

Yes — Bennett, Ehinger, Frechette, Pugh, Weiler, Zimmerman

No – None Absent – Jackson Motion carried

As an addition to the agenda, County Commissioner Bruce Reetz gave a County update which included a change to the bylaws of the CCAV program, reappointments to the Planning Commission and Zoning Board of Appeals, approved a USDA grant application for a police vehicle as well as an ORV grant, paid bills in the amount of \$409,326.95, and noted the new EMS building is going fine.

Bids were submitted for City uniform services.

MOTION BY WEILER, SECOND BY EHINGER, TO AWARD THE CITY UNIFORM SERVICES TO CINTAS.

Yes — Bennett, Ehinger, Frechette, Pugh, Weiler, Zimmerman

No – None Absent – Jackson Motion carried

MOTION BY BENNETT, SECOND BY ZIMMERMAN, TO PAY BILLS IN THE AMOUNT OF \$132,792.17

Yes — Bennett, Ehinger, Frechette, Pugh, Weiler, Zimmerman No - None Absent – Jackson Motion carried \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* MOTION BY EHINGER, SECOND BY PUGH, TO DESIGNATE ALL BOARD OF REVIEW MEETINGS TO BE HELD AT CITY HALL WITH THE FIRST MEETING OF THE MONTH TO BE HELD AT 9:00 AM. Yes — Bennett, Ehinger, Frechette, Pugh, Weiler, Zimmerman No - None Absent – Jackson **Motion carried** \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* Council discussed options to appoint an interim City Manager. MOTION BY ZIMMERMAN, SECOND BY PUGH, TO NAME CLERK/TREASURER DANTZER AS INTERIM CITY MANAGER WITH AN INCREASE IN PAY OF \$300 PER WEEK ALONG WITH AN INCREASE IN PAY OF \$200 PER WEEK FOR CHIEF WALTERS, AND DPW SUPERINTENDENT KILLACKEY FOR THEIR ASSISTANCE IN THAT ROLE. Yes — Bennett, Ehinger, Frechette, Pugh, Weiler, Zimmerman No – None Absent – Jackson Motion carried \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* Council discussed how they would like to advertise the City Manager opening and what wording to Rusty Showalter spoke on the previous manager hiring process. MOTION BY PUGH, SECOND BY EHINGER, TO APPROVE THE MANAGER NOTICE OF OPENING AS SUBMITTED WITH A CHANGE TO NOTE THAT A MINIMUM OF A BACHELORS DEGREE IS REQUIRED AND COMPENSATION BEING NOTED AS SALARY AND BENEFITS ARE NEGOTIABLE **DEPENDING ON QUALIFICATIONS.** Yes — Bennett, Ehinger, Frechette, Pugh, Weiler, Zimmerman No - None Absent - Jackson Motion carried

MOTION BY FRECHETTE, SECOND BY ZIMMERMAN, TO ADVERTISE THE CITY MANAGER POSITION IN LOCAL NEWS OUTLETS, SOCIAL MEDIA, AND THE MUNICIPAL LEAGUE WEBSITE STARTING FEBRURAY 19, 2019 AND SETTING MARCH 15, 2019 AS THE CUT OFF DATE TO RECEIVE RESUMES.

Yes — Bennett, Ehinger, Frechette, Pugh, Weiler, Zimmerman

MOTION BY PUGH, SECOND BY EHINGER, TO APPROVE THE MINUTES AND SUMMARY OF THE REGULAR MEETING HELD FEBRUARY 4, 2019; AS WELL AS THE CLOSED SESSION MINUTES OF THE MEETING HELD FEBRUARY 4, 2019.

Yes — Bennett, Ehinger, Frechette, Pugh, Weiler, Zimmerman

No – None Absent – Jackson Motion carried

MOTION BY BENNETT, SECOND BY EHINGER, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; THE MINUTES FROM THE PLANNING COMMISSION MEETING HELD JANUARY 8, 2019; AND THE MINUTES FROM THE DDA MEETING HELD DECEMBER 18, 2018.

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

Yes — Bennett, Ehinger, Frechette, Pugh, Weiler, Zimmerman

The results of a recent PFAS water sample was shared and it was noted the City's water sample was not detected for PFAS.

The upcoming Chamber of Commerce events were shared. Mayor Frechette commended the Chamber for their Winter Ball.

A reminder that February 26th is Johnny Cash day in the City of West Branch per a past resolution.

An Ogemaw County Title and Escrow Love our Community Month flyer was shared.

Member Weiler commended the DPW for their snow removal.

Member Bennett commended the DPW as well, noted the ice rink is being used, and noted the Chamber did a wonderful job on the winter ball.

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

Member Ehinger noted concerns of some residents using plows on the sidewalks or piling snow on the sidewalks.

Clerk/Treasurer Dantzer notified Council the City was awarded an additional \$10,000 from the Community Energy Grant. He also reminded Council of the upcoming placemaking training.

Paul Frechette, Mayor John Dan	tzer, Clerk
Mayor Frechette adjourned the meeting at 6:55 pm.	
* * * * * * * * * * * * * * *	* * * * *
Rusty Showalter commended the City snow removal. Mr. Show road grant.	valter also had questions on the MDOT
* * * * * * * * * * * * * * * *	* * * * * *
DPW Superintendent Killackey updated Council on a MDOT roa	d grant.
Chief Walters updated Council on the status of the USDA grant	

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD MONDAY, FEBRUARY 18, 2019.

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

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

Absent: Jackson

Other officers present: Clerk/Treasurer Dantzer, DPW Superintendent Killackey, Chief Walters, Planning Vice Chair David, DDA Vice Chair Clark, and Commissioner Reetz.

All stood for the pledge of allegiance

Council excused Member Jackson from the meeting.

As addition to the agenda, Commissioner Reetz gave a County update.

Council awarded the bid on City uniforms to Cintas

Council approved bills in the amount of \$132,792.17.

Council designated the time and locations of the March Board of Review meetings.

Council appointed Clerk/Treasurer Dantzer to serve as interim City Manager.

Council approved the advertisement for the posting of the City Manager opening.

Council approved the regular minutes and summary and closed session minutes from the meeting held February 4, 2019

Council received and filed the treasurer's report and investment summary; the minutes from the Planning Commission meeting held January 8, 2019; and the minutes from DDA meeting held December 18, 2018.

Communications were shared.

Mayor Frechette, Council Members Weiler, Bennett, Ehinger, Clerk/Treasurer Dantzer, Chief Walters, and DPW Superintendent Killackey gave reports

Rusty Showalter commended the DPW on their snow removal and asked questions on a road grant.

Mayor Frechette adjourned the meeting at 6:55 pm.

## Consent Agenda

02/28/2019 11:30 AM User: MICHELLE DD. Washmanah City

#### CASH SUMMARY BY ACCOUNT FOR WEST BRANCH FROM 03/01/2019 TO 03/31/2019 **FUND: ALL FUNDS**

INVESTMENT ACCOUNTS

Beginning **Ending** Fund Balance **Total** Total Balance Account Description 03/01/2019 Debits Credits 03/31/2019 Fund 101 100,000.00 0.00 0.00 100,000.00 004.300 CERTIFICATE OF DEPOSIT A 004.400 CERTIFICATE OF DEPOSIT B 150,000.00 0.00 0.00 150,000.00 250,000.00 250,000.00 0.00 0.00 **Fund 150 CEMETERY PERPETUAL CARE** 004.300 114,701.74 0.00 0.00 CERTIFICATE OF DEPOSIT C 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 CERTIFICATE OF DEPOSIT A 004.300 100,000.00 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 0.00 004.300 CERTIFICATE OF DEPOSIT A 150,000.00 0.00 150,000.00 004.400 CERTIFICATE OF DEPOSIT B 100,000.00 0.00 100,000.00 0.00 250,000.00 0.00 0.00 250,000.00 **EQUIPMENT FUND** 929,972.80 0.00 0.00 929,972.80 **TOTAL - ALL FUNDS** 

1/1

Page:

)2/28/2019 11:29 AM Jser: MICHELLE DP: Woothropek City

#### CASH SUMMARY BY BANK FOR WEST BRANCH FROM 03/01/2019 TO 03/31/2019

Page:

1/1

1D. Wooth	ennah film	Beginning			Ending
3ank Code		Balance	Total	Total	Balance
₹und	Description	03/01/2019	Debits	Credits	03/31/2019
GEN1 GEN	1 - GENERAL CHECKING		<u> </u>		_
101		823,778.21	0.00	0.00	823,778.21
L50	CEMETERY PERPETUAL CARE	20,507.50	0.00	0.00	20,507.50
209	CEMETERY FUND	11,958.19	0.00	0.00	11,958.19
248	DDA OPERATING FUND	63,602.43	0.00	0.00	63,602.43
251	INDUSTRIAL PARK FUND	7,828.11	0.00	0.00	7,828.11
276	HOUSING RESOURCE FUND	199,426.34	0.00	0.00	199,426.34
318	SEWER DEBT FUND	178,948.45	0.00	0.00	178,948.45
319	WATER DEBT FUND	46,457.37	0.00	0.00	46,457.37
571	COLLECTION REPLACEMENT FUND	30,846.37	0.00	0.00	30,846.37
572	PLANT REPLACEMENT FUND (R&I)	8,963.13	0.00	0.00	8,963.13
590	SEWER FUND	230,492.34	0.00	0.00	230,492.34
591	WATER FUND	110,619.92	0.00	0.00	110,619.92
592	WATER REPLACEMENT FUND	281,690.17	0.00	0.00	281,690.17
593	SEWER COLLECTION	49,298.34	0.00	0.00	49,298.34
561	EQUIPMENT FUND	119,499.78	0.00	0.00	119,499.78
704	PAYROLL CLEARING	(6.78)	0.00	0.00	(6.78)
705	IRONS PARK ENTERTAINMENT FUND	2,337.16	0.00	0.00	2,337.16
707	YOUTH SAFETY PROGRAM	1,400.31	0.00	0.00	1,400.31
714	RECYCLING CENTER	7,762.14	0.00	0.00	7,762.14
				0.00	7,702.14
	GEN1 - GENERAL CHECKING	2,195,409.48	0.00	0.00	2,195,409.48
M/LST MA	JOR/ LOCAL STREETS				
202	MAJOR STREET FUND	568,967.68	0.00	0.00	F(0.0(7.(0
203	LOCAL STREET FUND	372,364.48	0.00	0.00	568,967.68
305	BOGIE STREET FORD	372,304.40	U.UU	0.00	372,364.48
	MAJOR/ LOCAL STREETS	941,332.16	0.00	0.00	941,332.16
PAY PAYRO	∩ĭ I				
704	PAYROLL CLEARING	9,689.95	0.00	0.00	0.600.05
701	I AT ROLL CLEARING	9,009.73		0.00	9,689.95
	PAYROLL	9,689.95	0.00	0.00	9,689.95
CHEM SAV	UNGS				
101		435,633.94	0.00	0.00	435,633.94
150	CEMETERY PERPETUAL CARE	1,677.63	0.00	0.00	1,677.63
251	INDUSTRIAL PARK FUND	20,865.60	0.00	0.00	20,865.60
571	COLLECTION REPLACEMENT FUND	2,372.73	0.00	0.00	2,372.73
591	WATER FUND	26,160.39	0.00	0.00	26,160.39
592	WATER REPLACEMENT FUND	19,572.07	0.00	0.00	19,572.07
593	SEWER COLLECTION	782.24	0.00	0.00	782.24
561	EQUIPMENT FUND	103,337.28	0.00		
714	RECYCLING CENTER	1,045.62	0.00	0.00 0.00	103,337.28 1,045.62
		1,045.02			1,045.02
	SAVINGS	611,447.50	0.00	0.00	611,447.50
TAX TAXES					
701	TAX AGENCY	1,146.47	0.00	0.00	1,146.47
	TAXES	1,146.47	0.00	0.00	1,146.47
	TOTAL - ALL FUNDS	3,759,025.56	0.00	0.00	3,759,025.56

- I. Call to Order Called to order by Chairman David
- II. Roll call Robert David, Corine Lucynski, Kara Fachting, Lisa Jensen, Michael Jackson.

Absent: Janet Hasty, Evelyn Schenk

Guests: John Dantzer, Denise Lawrence

- III. Pledge of Allegiance
- IV. Public Hearings None
- V. Additions to the agenda Adding MidMichigan Health signage
- VI. Public Comment Denise Lawrence inquires of application for planning commission. Discussion occurred. Review of applications to occur after January  $28^{th}$ , 2019 deadline.
- VII. Approval of minutes for the regular meeting held Tuesday January 8, 2019. Motion to approve the amended meeting minutes 1/8/19 by Kara Fachting, seconded by Lisa Jensen, Motion carried.
- VIII. Site Plan review
- IX. Sign Permits
  - A. Buccilli's Discussion occurred. Motion to approve sign permit with variances for Buccilli's sign by Michael Jackson, seconded by Kara Fachting. Motion carried.

- B. MidMichigan Health Discussion occurred. Motion to approve sign permits as presented by Valley City sign for wayfinding signs on behalf of MidMichigan Medical Center West Branch by Robert David, seconded by Michael Jackson. Motion carried.
- X. Unfinished Business
- XI. Table of Permitted uses and special uses Tabled until Denise Cline is present.
- XII. Renaming of Board members for seven member board Michael Jackson, Jan Hasty, Evelyn Schenk, Corine Lucynski, Robert David, Lisa Jensen, Kara Fachting. Recommendation from previous meeting awaiting approval/denial from City council.
- XIII. Naming of Officers Lisa Jensen recommends Robert David as Chair, Robert would accept. Kara Fachting recommends Corine Lucynski for Chair, Corine would accept. Discussion occurred. Michael Jackson makes a motion to have Corine Lucynski Chair, Robert David to be Vice- Chair, seconded by Kara Fachting. Motion carried. Motion for Kara Fachting to be secretary by Robert David, seconded by Michael Jackson. Motion Carried.
- XIV. Community development board appointment Meetings are scheduled first Thursday 9am. Motion to appoint Robert David to attend on behalf of Planning commission with Kara Fachting as alternate, seconded by Lisa Jensen. Motion carried.
- XV. Other New business
- XVI. Master plan additions Tabled until Denise Cline is present.
- XVII. Resolution 19-01PC Masterplan adoption Tabled until Denise Cline is present.

XVIII. C. Sign fees – Robert David reports that there is no penalty fee for not applying for a sign permit prior to installation. Robert purposes a fee of double the amount of application fee which is currently \$25, example \$50 at this time. Discussion occurred. Motion to recommend sign permit fine schedule into updated zoning ordinance of double the amount of sign application fee by Michael Jackson, seconded by Corine Lucynski. Motion carried.

XIX. Communications – Planning and Zoning training workshop which Michael Jackson recommends. Reminders to planning commissioners that four hours of training shall be completed per year so says the by-laws. Board requests John Dantzer to inquire training recommendations from Denise Cline and he will update the board as needed.

#### XX. Reports and/or Comments

A. Chairman Report – Pending outcome. Waste management – Republic, there is garbage left on city streets. This includes Wednesday curb pick up and remains past allotted times. Discussion occurred.

#### B. Member Reports

- 1. Kara Fachting Rite-Aid inquiring on what is going on. Robert is going to see if he can get any information.
- 2. Michael Jackson housing survey from project rising tide was released and shows many areas that need improvement. Many of the changes that were discussed in master plan will make development and re-development friendly.
- 3. Lisa Jensen as previous secretary, it was difficult to ask questions and listen with more than one person speaking. Kara agreed.
- 4. Corine Lucynski Reported that she has new position that may require less availability during m-f 8-5 but will continue to try and attend as many community events as possible.
- 5. Robert David asks that we review areas that we specialize in after membership reconfiguration. Requests to be on next agenda.

XXI. Public comment – any topic – 3 minute limit

XXII. Adjournment. At 1955

#### Joint Meeting Of The City of West Branch

#### City Council

#### **Planning Commission**

#### And DDA

#### Meeting Minutes for February 4, 2019

Meeting called to order at 6:00pm at the West Branch City Police Department

Roll Call – Present – Kara Fachting, Bob David, Cori Lucynski, Mike Jackson, Lisa Jensen and Jan Hasty – Absent – Evelyn Shenk

Pledge of Allegiance

Public Hearings - None

Additions to Agenda - None

Public Comment - None

Site Plans - None

Sign Permits - None

Unfinished Business - None

New Business - None

Approval of Minutes - None

Communications - None

Chairman Report – Cori gave City Council and DDA the current updates the Planning Commission has been working on, specifically, all the new zoning changes that are coming.

Member Reports - None

Mayor Frechette announced a 5 minutes recess.

Planning Meeting was adjourned at 6:26pm with a Motion by Cori, 2<sup>nd</sup> by Bob. Motion Carried.

Meeting minutes taken and typed by Kara Fachting

REGULAR MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET, TUESDAY, JANUARY 22, 2019.

Chair Fabbri called the meeting to order at 12:01 pm.

Present: Joanne Bennett, Samantha Fabbri, Autum Hunters, Sandy Rabidue, Ken Walters

Absent: Joe Clark

Others present: Secretary John Dantzer, City Manager Heather Grace, PRT Fellow Mary Bickell, and City Council Member Cathy Zimmerman.

The Board discussed the new Veteran Banner Program and Chairperson Fabbri noted she received a letter from Kelli Collins, who is coordinating the program, asking if the DDA would like to contribute money to help purchase the banner brackets that are used to hang the banners and then the DDA would also be able to use them as well. It was the consensus of the Board to look and see if they could find less expensive brackets and to hold off on the decision to contribute money till they could find out the exact cost of the brackets.

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

The Board discussed the reporting requirement for the new DDA law. It was determined that Secretary Dantzer would look into the requirements and get back with the Board on what they needed to do.

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

MOTION BY WALTERS, SECOND BY RABIDUE, TO EXCUSE MEMBER CLARK FROM THE MEETING.

Yes - Bennett, Fabbri, Hunter, Rabidue, Walters

No - None Absent - Clark Motion carried

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

MOTION BY WALTERS, SECOND BY BENNETT, TO APPROVE THE MINUTES FROM THE MEETING HELD DECEMBER 18, 2018.

Yes - Bennett, Fabbri, Hunter, Rabidue, Walters

No - None Absent - Clark Motion carried

### MOTION BY FABBRI, SECOND BY BENNETT, TO APPROVE THE CITY OF WEST BRANCH DOWTOWN MAINTENANCE INVOICE IN THE AMOUNT OF \$2,488.19.

Yes – Bennett, Fabbri, Hunter, Rabidue, Walters

No – None Absent – Clark Motion carried

Bids were opened for the "Showmobile" mobile stage. The only bid received was from the West Branch Chamber of Commerce

The Board discussed the bid and it was the consensus that the bid was too low to accept. They also discussed the possibility of reposting the sale in more places or making a counter offer.

MOTION BY RABIDUE, SECOND BY WALTERS, TO MAKE A COUNTER OFFER TO THE CHAMBER OF COMMERCE IN THE AMOUNT OF \$2,500 AND PUT IT BACK ON THE MARKET IF THE COUNTER OFFER IS REFUSED.

Yes - Bennett, Fabbri, Hunter, Rabidue, Walters

No - None Absent - Clark Motion carried

Chairperson Fabbri reminded everyone of the upcoming joint DDA meeting.

Chairperson Fabbri also noted she received a letter from Kelli Collins asking for a letter of support for the demolition of a blighted downtown building as part of a demolition grant. It was the consensus of the Board to issue a letter of support. It was also noted that part of the grant process was to note some ideas on what the community would like to see in that area. The Board discussed what they would like to see and a community park with a fireplace and a farmers market were both noted.

Chairperson Fabbri reminded members of the upcoming Community Development Board meeting and that Member Rabidue would not be able to attend that meeting and asked if anyone else could attend on the DDA's behalf. Chairperson Fabbri noted she would talk with Member Clark to see if he could attend or that she may also be able to attend if he could not

Chairperson Fabbri shared a letter received from Consumers Energy on a "Put your Town on the Map" competition which would award money to initiatives to build a stronger sense of community. Member Bennet noted she would be willing look further into the award.

Member Hunter noted she heard that there may be a new business coming to the empty building where the Downtown Café used to be and noted the bakery was sold and a will remain a bakery.

Member Walters asked about the joint downtown development plan time table. Chairperson Fabbri noted that John Iacoangeli would be at their meeting in February to work with them.

PRT Fellow Bickell asked about the possibility of having the DDA join up with the Retail Merchants and hosting a branding initiation session that could help downtown businesses with ideas on how they could piggy back onto the new branding ideas. Manager Grace also noted that an idea was presented to develop a request for proposal to hire a designer that could help any community businesses develop their own logos based on the new branding ideas. Chairperson Fabbri noted she could work with the Retail Merchants on getting something scheduled once more details are available.

PRT Fellow Bickell also noted the EDC has funds available for the development of second story residential units in downtown buildings and would be willing to hold a meeting with anyone that is interested in the grant program.

Member Bennett gave an update on the recent Planning Commission meeting that she attended.

MOTION BY FABBRI, SECOND BY RABIDUE, TO APPROVE THE RECOMMENDATION TO COUNCIL TO APPOINT MIKE COZAD AND CATHY ZIMMERMAN TO THE DDA BOARD.

Yes – Bennett, Fabbri, Hunter, Rabidue, Walters

No - None Absent - Clark Motion carried

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

The Board discussed flowers for the upcoming year and Member Rabidue noted she has talked with the Greenhouse and the prices would remain the same as last year and they need to get their order in soon. They discussed the possibility of extending the flower program downtown to additional areas. Discussion also centered on painting the flower pots. It was the consensus to order the same amount of flowers as last year and then look at adding some to additional areas at a different time.

The Board discussed the idea of developing a transfer agreement to transfer their projects to the City in order for it to clear up questions on future maintenance for any of the DDA's projects. It was the consensus to have secretary Dantzer work on an agreement to present to the Board at an upcoming meeting.

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

Chairperson Fabbri discussed things to go over in preparation of the upcoming downtown development plan meeting with Mr. Iacoangeli

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

The Board discussed the possibility of extending the DDA district again

Chair Fabbri adjourned the meeting at 1:45 pm.

SPECIAL MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY HELD JOINTLY WITH CITY COUNCIL AND THE PLANNING COMMISSION AT THE CITY POLICE DEPARTMENT, 130 PAGE STREET, MONDAY, FEBRUARY 4, 2019.

Chair Fabbri called the meeting to order at 6:00 pm.

Present: Joanne Bennett, Joe Clark, Samantha Fabbri, Autum Hunters, Ken Walters

Absent: Sandy Rabidue

Others present:

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

MOTION BY CLARK, SECOND BY WALTERS, TO EXCUSE MEMBER RABIDUE FROM THE MEETING.

Yes - Bennett, Clark, Fabbri, Hunter, Walters

No - None Absent - Rabidue Motion carried

Member Clark presented the 2018 annual report to Council noting projects they have been working on during the past year as well as plans for the upcoming year.

Chair Fabbri adjourned the meeting at 6:27 pm.

Ogemaw Township DDA joint gathering- January 24, 2019

Meeting called to order at 6:00 P.M.

Members and guests present: Yvonne D, Bill B, Laura H, Greg M, Cathy Z, Joe C, James M, Denis S, Bob G, Samantha F, Sue D, Joanne B

Additions to the agenda ~ Kirtland Community College, Communication Forum

Synopsis notes from previous meeting were available for review...

#### **Unfinished Business:**

Streetscape/Wayfinding signs: Report that the Welcome Signs and Organization Trees are up
on both ends of the business loop; discussion on banners (City is working on "Veterans"), noted
that brackets could cost up to \$150... Yvonne had the wayfinding presentation and read some
of the numbers noted in their study. Hoping to use this as a guideline moving forward.

#### **New Business**

Discussion on issues with the Kirtland CC empty building in West Branch Township; Meeting
was held on Tuesday night and there was no notification until 2 hours prior; notification was on
Facebook; Bob wondered if there was not a way besides email to have a communication blast
for these type of items; it was reported that only 5 people attended this meeting; Discussion
on how to get Kirtland to bring classes back to the West Branch campus; need to find out what
the barriers are; possible set up a meeting with members of the Board with a plan on moving
forward

#### Reports

- Rising Tide ~ Three days of meetings (included regular monthly meeting) to reveal the results of the Housing Study (yes we need mid to high end housing and recommended rental inspections) plus the Branding Presentation. Yvonne brought a few packets with some of the branding information plus a table display with more of the presentation. Discussion was had on the new reporting requirements for the DDA's. John lacoangeli will be meeting with West Branch Township DDA and City of West Branch DDA in February, Ogemaw Township DDA in March; discussion as to having a joint meeting in with all three DDA's and John lacoangeli In March to finalize the joint wish lists etc.
- Trailhead ~ no report
- Iron Bell Project ~no report
- Joint Recreation Advisory Committee 
  <sup>∼</sup> no report

#### DDA Reports ~

West Branch Township DDA reviewed their wish list...

- Ogemaw Township DDA noted that Pathway bids were out and should be back by end of the
  month, working on landscape ideas for the new signage; Denis reported that there was a
  Zoning meeting the night before and approval for LC Materials to rezone all but the southerly
  800 ft as industrial for their new cement operation at Ski Park and M-76, putting this parcel
  back on the tax rolls.
- City of West Branch DDA ~ Reported resolution to some of the maintenance issues between the City and the DDA; new members going before the City Council for approval; also a joint planning group formed for City redevelopment

Members and guest took the opportunity to revisit the Wayfinding ~ discussed that maybe the "generic" signage would be a good group project ~ suggestions were hospitals, public bathrooms, restaurants, outlet shopping district... more to come on this project...

Another look at the Branding ~ kudos to the ideas presented; attendees did not see the "crown" issue that had been noted by some on the West Branch logos. Discussion of dressing up the Township and DDA logos...

Meeting closed @ 7:45PM Next scheduled meeting, April 25, 2019, Ogemaw Township Hall, @6pm

Yvonne DeRoso, Ogemaw Township DDA Chairperson Bob Griffin Jr, West Branch Township DDA

#### City of West Branch

## Wellhead Protection Program

# Second Quarter Team Meeting—February 21, 2019

### Meeting Minutes

In attendance: Kelly Hon, John Dantzer, Dan Robb, Denis Stephens, Eric Young, Mike Anschuetz, Mike Killackey and Ryan Veeder

## 2018-2019 WHPP Plan Update

The City received grant funding for source water protection for the 2018-2019 fiscal years. The Committee would like to focus educational efforts with students. First, the City would like to purchase a groundwater model. Kelly Hon (MRWA) will send information to the City. Next, the City would like to have presentations with the groundwater model and edible aqui-flurries. Phil Mikulski (West Branch Schools) indicated at the last meeting that he would prefer that presentations be done with the 5th or 6th grade students. If only one can be done, he prefers we focus on 5th graders. Kelly Hon (MRWA) touched base with Wendy Tuttle (West Branch Schools) and she indicated that they are interested in presentations. Kelly Hon (MRWA) will talk further with Wendy and she will also touch base with the local Conservation District to see if they present in the schools on drinking water protection. In addition, she will send information to the local health department to see if presenting would be of interest to them. The MRWA can present, but there is a charge. It is a grant eligible expense, but it always great to see if a local organization has the means to do it under their program at no cost to the City.

At a previous meeting, the committee also discussed doing presentations with one grade and field trips with the other. They would also like to host a placemat design contest. Phil Mikulski (West Branch Schools) also mentioned that there is a media group at the high school that could put presentations or videos together. The City is also working on a You Tube channel and they could look at linking the two. Mike Anschuetz (Ogemaw County Health Department) indicated that if interested, the health department has graphics and information that can be shared. Michigan Environmental Mapper also has information that could be beneficial. The committee believes that activities should be listed by importance in the following order:

- 1. Purchasing ground water model
- 2. Classroom training with edible aquifers
- 3. Placemat design competition
- 4. You tube videos

#### Next Meeting

The next meeting will need to be scheduled in April, May or June 2019. Kelly Hon will email the group potential dates and times as it gets closer.

Submitted by Kelly Hon

# Music in the Park January 10, 2019

Thursday, February 28, 2019 10.09 AM

Members present: Jeff, Dawn, Phil, Bridgett, Jack, Dottie, Jim, Trisha Wiegerink (new), Shelly Butcher (new)

Welcomed new members

Financial report: no changes

Up-date on emails: Bridgett will up-date, send to Phil, who will get them out to everyone

#### **Dates of Concerts:**

June 27	B-Side Growlers	\$500
July 11	Taylor Tuckey	\$1000
July 18	Revolver	\$900
July 25	Rock Show	\$1200
Aug 1	Miranda and the M-80s	\$900

Haven't heard about the YAK grant

Humanities grant will open on May 1--Jeff will do this--B-Side Growlers are the only band eligible

Solicitation of sponsors: We need to put out a new business list

Bridgett will send out this list. She will re-send this list to all members

Next meeting: February 28, 2019

# Communications



# Surline Elementary—April 10, 2019

Follow us on Facebook
"Surline Elementary"
and also
"Ogemaw's Healthy Kids"

# 2019 Math & Science Night/Wellness Fair

We are looking for vendors/businesses/individuals to join us in this event. Here are the 2 ways you can participate. Please return the slip below as noted if you are able to help us work together to teach our youth about wellness, math and science.

#### 1. WELLNESS BOOTH:

This can be interactive, educational, informational, a game, a challenge...it just has to be about wellness, math or science. Please be prepared for a volume of 400-500 people.

#### 2. PRIZE SPONSORSHIP:

Every child who attends will be awarded tickets to enter into luck of the draw prize drawings. The prizes will include wellness related items such as Fitbits, sporting equipment, etc. Your sponsorship will help purchase these prizes.

Location: Surline Elementary School Date: Wednesday, April 10, 2019 Time: 5:00 pm – 7:00 pm				
Math & Science Night/Wellness Fair Sponsorship Return Slip				
	Your Name/Business	Your Email Address	Your Phone	
		Comments: Please give us some help. (i.e. type of booth, type of		
1.	I would like to have a booth $\ \Box$			
2,	I would like to be a prize sponsor $\Box$			



#### Please send responses to:

Diebold Insurance Agency Julie Hock 817 W. Houghton Ave. West Branch, MI 48661 Phone: 989-343-2325 Email: julieh@dieboldinsurance.com

Checks made payable to: **Surline Elementary School** 



# Ogemaw Heights Remote Operating Vehicles (ROV) Club

#### **About ROV Club**

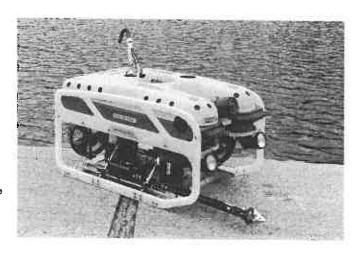
ROV Club is a recently founded group at Ogemaw Heights High School. The club is focused on advancing our knowledge of the STEM field through the development of a multi-purpose ROV. The club is heavily based around the application of our STEM skills in a competitive environment. ROV Club hopes to compete against other organizations from schools on a regional and national level in the coming years.

## **Our ROV's Purpose**

We plan to use the ROV for local applications as well as future competitions. The regional competition takes place in Alpena during the Spring at the NOAA/Great Lakes Maritime Center. We plan on using the ROV for various public services including underwater infrastructure inspection, search and retrieval operations, water testing, etc.

## How You Can Help

ROVs are expensive and sophisticated pieces of technology. The Ranger Class ROV we are planning on constructing consists of several intricate components. These include thrusters, cameras, lights, control systems, a robotic arm, and microcontrollers. The Ranger Class also features a deployable micro ROV to complete



specialized tasks. Since the club is in its infancy, we are looking for financial support. We are expecting the ROV construction and competition expenses to be approximately \$5,000. Any donation or financial support is greatly appreciated.

<sup>\*</sup>View the back page for contact information.

# Reports

Mayor

Council

City Manager



City of West Branch

121 N. Fourth St., West Branch, MI 48661

Phone 989-345-0500 © Fax 989-345-4390 © email cityhalli@westbranch.com

# APPLICATION FOR OPEN CITY BOARD OR COMMISSION POSITION

Application for: <u>Economic Development Comm.</u> Board/Commission
Name Denise Lawrence
Address 328 N. 60 St., West Branch, MI
Phone 989-329-8448 (cell/phone)
Email denised lawrence @ gmail.com
City Resident? Yes X No How Long? Sinco 1972
Please list any previous City appointments or offices City Council, Loning
Board of Appeals Planning Commission, mayor
Please list any relevant employment or professional activities
Other community affiliations/activities you feel would be a benefit to this position
Member of WB Community Air port board; member of Ogenow Co.
EMS mard; member of WB Fire Dept. band. City of WB Recreation board
Are you aware of the meeting schedule for this Board or Commission, and are you available to attend regularly scheduled meetings?
Aware of schedule? Yes X No Can attend? Yes X No Unsure
Why are you interested in serving of the City Board or Commission? To help bring
more economic development to the city.

What talents or experience would you bring to the position? member of the City's
Planning Committee: Attend Project Rising Tide meetings to attract
Dusiness growth to West Branch
What are your primary interests in City Government and City services? Brugue
economic growth to the City
Please relate any special goals you may have for the City
Any other information you wish to provide for Mayor and Council consideration?
Denve Lawrence 01-21-2019 Signature Date

Thank you for your interest in serving as a volunteer Board or Commission member.

Appointments to City Council advisory Board and Commissions are nominated by the Mayor and confirmed by consent of the City Council. If you are applying for a specific and currently open position, you will be notified of City Council's decision once it is made.

If you are submitting an application to be considered in the future as openings occur, you will be contacted by City staff when the vacancy is announced in order to confirm your interest in this specific opportunity.

Upon appointment, you will be required to stop by City Hall to complete a W-4, MI W-4 and an I-9 form along with supplying a copy of your driver's license and social security card or a copy of your passport.



City of West Branch

121 N. Fourth St., West Branch, MI 48661

Phone 989-345-0500 © Fax 989-345-4390 © email cityhalil@westbranch.com

# APPLICATION FOR OPEN CITY BOARD OR COMMISSION POSITION

Application for: West Branch DDA Board/Commission
Name Erin Resteiner
Address 4560 W M 76, West Branch
Phone 989.312.1879 (cell/phone)
Emailevinresteiner @ gmail - com
City Resident? Yes No How Long?
Please list any previous City appointments or offices N/A
Please list any relevant employment or professional activities <u>Owner of The</u> Highway Brewing Company
Other community affiliations/activities you feel would be a benefit to this position have
been involved in downtown events · programming for several years now.
I currently sit on the RisingTide branding committee.
Are you aware of the meeting schedule for this Board or Commission, and are you available to attend regularly scheduled meetings?
Aware of schedule? Yes Vo Unsure
Why are you interested in serving of the City Board or Commission?
passionate about the resurgence of our downtown and am
focused on cohesive branding for our community.

What talents or experience would you bring to the position? 1 have four years
of branding + marketing experience I am a talented
Communicator and mediator.
What are your primary interests in City Government and City services? Having the
privilege of growing up in West Branch, I now would like to
give of my time and efforts to the city that shaped me as a young adult.  Please relate any special goals you may have for the City I would like to work
retail businesses.  Any other information you wish to provide for Mayor and Council consideration?
I would be honored to be considered for this position.
Like many of our residents, I am passionate about the
community in which we live, and I realize that continued
to work for it. I hope to be given the opportunity to serve in this way  February 10, 2019
Signature

Thank you for your interest in serving as a volunteer Board or Commission member.

Appointments to City Council advisory Board and Commissions are nominated by the Mayor and confirmed by consent of the City Council. If you are applying for a specific and currently open position, you will be notified of City Council's decision once it is made.

If you are submitting an application to be considered in the future as openings occur, you will be contacted by City staff when the vacancy is announced in order to confirm your interest in this specific opportunity.

Upon appointment, you will be required to stop by City Hall to complete a W-4, MI W-4 and an I-9 form along with supplying a copy of your driver's license and social security card or a copy of your passport.

# Public Comment -Any Topic

# Adjournment