-- AGENDA --

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD VIA VIDEO CONFERENCE IN THE COUNCIL CHAMBERS AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, APRIL 20, 2020, 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.] [NOTICE: Audio and/or video may be recorded at public meetings of the City Council.]

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Scheduled matters from the floor
 - A. Ray Stover MidMichigan Health Systems
 - B. Dawn Budge Summer Music Series
- V. Public Hearing
- VI. Additions to the agenda
- VII. Public Comment on Agenda Items Only (limited to 3 minutes)
- VIII. Bids
 - A. City Assessor and sole source request
 - B. Garbage cans and sole source request
- IX. Unfinished Business
- X. New Business
 - A. Bills
 - B. Resolution 20-09 Fire Dept. service and cost recovery agreement
 - C. Service Agreement

- D. Coronavirus Aid, Relief, and Economic Security Act, Hazard Pay
- XI. Approval of the minutes and summary from the meetings held April 6, 2020 and the minutes and from the special meeting held April 3, 2020
- XII. Consent Agenda
 - A. Treasurers report and investment summary
 - B. March Police Report
- XIII. Communications
- XIV. Reports and/or comments
 - A. Mayor
 - B. Council
 - C. Manager
- XV. Public comment any topic
- XVI. Adjournment

UPCOMING MEETINGS-EVENTS

May 4 City Council meeting 6:00 pm May 16 City Council meeting 6:00 pm

Call to Order

Roll Call

Pledge of Allegiance

Scheduled Matters from the Floor

Public Hearings

Additions to the Agenda

Public Comment -Agenda Items

Bids

AGREEMENT

THIS AGREEMENT made this 1st day of July 2020, by and between CITY OF WEST BRANCH (hereinafter referred to as City) and MVW and ASSOCIATES, INC. (hereinafter referred to as ASSESSOR), whereby the parties hereto agree as follows.

ARTICLE I

Section 1. The Assessor shall comply with the provisions of the Michigan General Property Tax Act, as amended, pertaining to assessors and assessments.

<u>Section 2</u>. The Assessor shall use the Assessors Manual as a guideline when assessing.

<u>Section 3</u>. The Assessor shall consult with the county Equalization Director to establish a tax base so as to avoid the levy of a factor by the county Equalization Director or the State.

<u>Section 4</u>. The Assessor shall keep all records up to date and have them available for inspection at all times.

<u>Section 5</u>. The Assessor shall annually maintain land value rates and economic condition factors.

Section 6. The Assessor shall prepare all splits and combinations of property.

<u>Section 7</u>. The Assessor shall process all deeds for sales studies and make necessary changes on assessments records.

Section 8. The Assessor shall work appraisals on, and therefore assess new construction subject to ad valorem taxation within the City.

<u>Section 9</u>. The Assessor shall process all personal property statements and audits, if any, pertaining to same.

Section 10. The Assessor shall notify, by First Class Mail, all taxpayers whose assessment and or taxable value that has been increased over the previous year. This should be done at least (14) calendar days prior to the March Board of Review.

Section 11. The Assessor shall be required to devote the time necessary to perform the duties herein in a proper manner.

<u>Section 12</u>. The Assessor is not authorized to make any purchases or charge any expenditures to the City without prior approval of the City Manager or its representative.

Section 13. The Assessor shall share equal time with the City/Townships for all Board of Reviews that are covered under this agreement.

Section 14. The assessor shall attend all Tax Tribunal Hearings.

Section 15. In representing the City at Board of Review meetings, Tax Tribunal Hearings/Meetings, and other meetings with the citizens, the assessor shall act in a professional and polite manner at all times.

Section 16. The assessor shall attend the first city council meeting following the March Board of review meetings to report on Board of Review proceedings, the final assessment roll and to answer any questions council may have.

ARTICLE II DUTIES OF THE CITY OF WEST BRANCH

Section 17. The City shall compensate MVW and Associates, Inc. at a monthly rate of \$1,000.00 which shall be paid by the 1st Tuesday of each month.

<u>Section 18.</u> The City shall compensate the Assessor for the reappraisal of parcels, per cities request, rate of \$18.00 per residential property and \$25.00 per commercial/industrial property for completing the 20% yearly property inspection per state tax commission recommendation, which shall be paid monthly as billed by MVW and Associates, Inc.

Section 19. The City shall retain ownership of all the materials, files, and records pertaining to real and personal property assessments within the City.

Section 20. The City shall furnish all materials and supplies needed by the Assessor to perform his/her duties.

ARTICLE III CONTRACTOR

Section 21. It is the understanding of both parties that the Assessor shall be and independent contractor and, as such, shall be responsible for all taxes, withholdings, self-employment tax and, liability and any other bonds that maybe required in the performance of his/her duties.

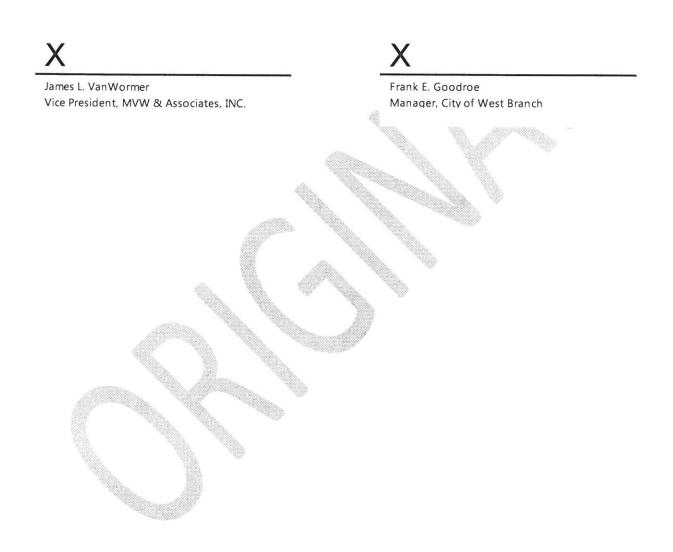
ARTICLE IV TOTAL AGREEMENT

Section 22. It is the intent of the parties that the provisions of the Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sale source of employment, rights, or claims, which may be asserted by either party.

ARTICLE V DURATION

Section 19. This agreement shall remain in full force and effect until 12:01 am. June 30, 2021 and may be renewed annually if so agreed by both parties.

IT IS SO AGREED-



Sole Source Vendor Exception Requests

4/20/20

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

In this instance, City Manager Frank Goodroe is requesting that the City Council forego formal bidding and approve the selection of "MVW & Associates" as the City Assessor for the City of West Branch and approve the "Assessor Agreement" submitted by MVW & Associates" for the 2020/2021 fiscal year, for the following reasons:

- There is only one practical source for the provision of Assessor services for the current fiscal year, due to the fact that the current City Assessor, Jim VanWormer of MVW & Associates, is approximately 60% finished with a City-wide re-assessment project that was started three years ago;
- The last time two times formal bidding was conducted, MVW & Associates was the only bidder that submitted a bid.
- The contract submitted by MVW & Associates for the 2020/2021 fiscal year proposes an increase in compensation of only \$5 per month.

Thank yo	ou.		
Q!			
City	Manager	Frank E.	Goodroe



West Branch Department of Public Works

Mike Killackey DPW Superintendent 403 S. 1st St.

West Branch, Michigan 48661 Phone: 989-965-4982 Email: publicworks@westbranch.com

4-15-20

Subject: Trash cans Irons Park

Mr. Frank Goodroe,

I have been preparing next year's budget for the park and we still have available monies in the park budget in operation supplies for 2019-20. I would recommend the City in buying new trash containers for the park. We currently have many wooden trash containers in the park that are deteriorating and falling apart. I am making a recommendation to purchase 6 new trash containers to match the current one that we are using for the DDA. The cost would be \$3816.00 plus shipping. That is the same cost that we paid in the fall for the DDA. I will include this in next year's budget 2020-21 also.

Thanks.

Mike Killackey

DPW Superintendent

Sole Source Vendor Exception Requests

4/20/20

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

In this instance, City Manager Frank Goodroe is requesting that the City Council forego formal bidding and approve the purchase of 6 garbage containers from Tree Top products for the park for the following reason:

• There is only one practical source due to the need to match the garbage containers up with those that were previously purchased. This will not only allow the park to be aesthetically appealing with matching garbage cans but also for the ease of use and to only need one provider of replacement parts if ever needed.

Thank you.

----City Manager Frank E. Goodroe





Commercial Steel Waste Receptacles

As low as **\$368.85**

Unfinished Business

New Business

ATTACHED IS A

LIST OF THE

BILLS TO BE APPROVED

AT THIS COUNCIL MEETING

BILLS \$36,304.55

BILLS AS OF 4/17/20 \$36,304.55

Additions to Bills as of \$0

Paid but not approved \$2,853.83

TOTAL BILLS

\$39,158.38

BILLS ARE AVAILABLE

AT THE MEETING

FOR COUNCIL'S REVIEW

Vendor Name	Amount	Description
ARNOLD SALES		
BCN		DPW SUPPLIES
BCN		I INSURANCE MAY
BLUE FLAME PROPANE		7 INSURANCE MAY
CITY OF WEST BRANCH		PROPANE FOR WELL HOUSE
CONSUMERS ENERGY		WATER BILLS
CORO MEDICAL		ELECTRIC
DO ALL INC		POLICE AED
GREEN ACE HARDWARE		RECYCLING MARCH
HOME DEPOT		VARIOUS SUPPLIES
MILLER OFFICE MACHINES		VARIOUS SUPPLIES
MVW & ASSOCIATES INC		POLICE COPIES
MWEA		ASSESSOR CONTRACT MAY
NORTH CENTRAL LABORATORIES		MEMBERSHIP ROBB
OFFICE CENTRAL		WWTP SUPPLIES
STATE SENTINGE	439.90	VARIOUS SUPPLIES
OGEMAW COUNTY TREASURER		PAYMENT OF TAXES BY CREDIT
OGEMAW COUNTY VOICE		CARD 3/23/20 052-660-007-00
PARAGON LABORATORIES INC		MARCH ADS
RHOMAR INDUSTRIES INC		WWTP SUPPLIES
SAVE A LOT		DPW SUPPLIES
SELLEY'S CLEANERS		VARIOUS SUPPLIES
SPARTAN STORES LLC		POLICE DRY CLEANING
STATE OF MICHIGAN		VARIOUS SUPPLIES
STATE OF MICHIGAN		WATER SAMPLES
UPS	95.00	WEBER RENEWAL
VERIZON WIRELESS		WWTP & DPW SHIPPING
		POLICE CELL PHONES
VILLAGE QUIK LUBE	83.80	POLICE SERVICE
WEST BRANCH TOWNSHIP TREASURER	20.68	QUARTERLY SURCHARGE
TOTAL	36 304 55	

TOTAL 36,304.55

City OF West Branch Resolution 20-09

RESOLUTION PERMITTING CITY OF WEST BRANCH TO ENTER INTO A SERVICES AND COST RECOVERY AGREEMENT WITH THIRD PARTY FOR THE CITY OF WEST BRANCH FIRE DEPARTMENT.

PRESENT: ABSENT: MOTION BY: SUPPORTED BY:	At a regular meeting of the City of West Branch, Council of the City of West Branch located at 121 N. 4 th Street, West Branch, Michigan, Ogemaw County, Michigan, on the 20th of April, at p.m.
MOTION BY:	PRESENT:
	ABSENT:
SUPPORTED BY:	MOTION BY:
	SUPPORTED BY:

WHEREAS, The City of West Branch Fire Department has had difficulty recovery costs regarding services it has provided involving motor vehicle incidents and other emergency incidents;

WHEREAS, The City of West Branch wish to engage a third party to provide billing and cost recovery services for the City of West Branch Fire Department.

WHEREAS, The City of West Branch wishes initially to enter into a billing and service agreement with AccuMed. Billing, Inc. to provide such services for the City of West Branch Fire Department. Through this Resolution, the City of West Branch may in the future seek to engage third parties other than Accu Med. Billing, Inc.

Now therefore, be it resolved that:

- 1. The City of West Branch shall be permitted to hire a third party to provide services, billing, and cost recovery services for the City of West Branch Fire Department, with the initial third party to be AccuMed. Billing, Inc.
- 2. Severability. Should any section, clause or phase of this Resolution be declared by the courts invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
- **3. Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.
- 4. Publication. The Clerk is hereby directed to file a true and complete copy with the Michigan Department of State, Office of the Great Seal, promptly after adoption and to take all other actions incident upon such adoption pursuant to applicable charter or other provisions.

AYES:		
NAYES:		
ABSTAINED:		
RESOLUTION DECLAREI	O ADO	PTED:
STATE OF MICHIGAN COUNTY OF))
Ogemaw, State of Michigan, resolution adopted by the Cit	do her y of W	fied and acting Clerk of the City of West Branch, County of reby certify that the foregoing is a true and complete copy of a fest Branch City Council at a regular meeting held on the 20th th which resolution is on file in my office.
IN WITNESS WHEREOF, I April, 2020.	l have l	hereunto set my official signature, this day of
CLERK		
City of West Branch		

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of	. 2017
("Effective Date"), by and between AccuMed Billing, Inc. ("Company"), and City of Wes	t Branch
("Client"). The Company and Client are referred to herein individually as a "pa	arty" and
collectively as the "parties."	

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. <u>Engagement</u>: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

- 2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.
- 2.2. <u>Representations and Warranties of Client</u>: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

ARTICLE 3 COMPANY STATUS AND QUALIFICATIONS

- 3.1. <u>Independent Contractor</u>: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.
- 3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.
- 3.3. <u>Use of Employees or Subcontractors</u>: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.
- 3.4. <u>Qualifications</u>: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.
 - 3.5. Ownership Interest: Company will have no ownership interest in Client.
- 3.6. <u>No Benefit Contributions</u>: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.
- 3.7. <u>Attorney-in-Fact</u>: Client appoints Company as Client's attorney-in-fact for the following purposes:
 - (a) <u>Billing and Collections</u>: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
 - (b) <u>Endorsement</u>: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4 GENERAL RESPONSIBILITIES OF COMPANY

4.1. <u>Minimum Amount of Service</u>: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in

Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

- 4.2. <u>Company Services</u>: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.
- 4.3. <u>Non-Exclusive Relationship</u>: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.
- 4.4. <u>Time and Place of Performing Work</u>: Company may perform the services under this Agreement at any suitable time and location Company chooses.
- 4.5. <u>Materials and Equipment</u>: Company will supply all materials and equipment required to perform the services under this Agreement.
- 4.6. <u>Workers' Compensation</u>: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.
- 4.7. <u>Assignment</u>: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

- 5.1. <u>Compensation for Company Services</u>: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.
- 5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CLIENT

6.1. <u>Cooperation of Client</u>: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7 CLIENT AUTHORIZATION

- 7.1. <u>Authorization</u>: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:
 - (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
 - (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

- 8.1. <u>Termination on Notice</u>: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement.
- 8.2. <u>Termination on Occurrence of Stated Events</u>: This Agreement will terminate automatically on the occurrence of any of the following events;
 - (a) Bankruptcy or insolvency of either party;
 - (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.
- 8.3. <u>Termination for Default</u>: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) Client's yearly billable run volume is at or below six runs (6).

ARTICLE 9 PROPRIETARY RIGHTS

- 9.1. <u>Confidential Information</u>: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.
- 9.2 <u>Confidential Information</u>: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.
- 9.3 Exceptions of Confidential Information: Any confidential information furnished either by Client or Company shall be disclosed as required under Michigan's Freedom of Information Act, being Public Act 442 of 1976, as amended, Michigan's Open Meetings Act, being Public Act 267 of 1976, as amended, and other applicable state and federal statutes.

ARTICLE 10 INDEMNIFICATION

10.1. <u>Indemnification</u>: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the

Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

ARTICLE 11 GENERAL PROVISIONS

- 11.1. <u>Governing Law</u>: This Agreement shall be governed in all respects by the laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction that would cause the application of the laws of any jurisdiction other that the State of Michigan).
- 11.2. <u>Entire Agreement</u>: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.
- 11.3. <u>Successors and Assigns</u>: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.
- 11.4. <u>Notices</u>: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested.
- Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.
- 11.5. <u>Waiver; Amendments</u>: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.
 - 11.6. Counterparts: This Agreement may be signed in several counterparts.
- 11.7. <u>Expenses</u>: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

- (a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".
- (b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.
- 11.9. <u>Waiver of Jury Trial; Exemplary Damages</u>: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.
- 11.10 <u>Cooperative Purchases</u>: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:
AcuuMed, Inc.
Signature:
Name:
realite.
Title: Manager
CLIENT:
City Of West Branch
Signature:
Name (add N
Name (printed):
Title:

SCHEDULE A

LIST OF COMPANY SERVICES

- Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The billing rates (mitigation fees) are listed as EXHIBIT A, but may change over time. Client will provide notice to Company of changes in billing rates.
- 2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
- 3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
- 4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
- 5. Company agrees to reimburse Client a portion of the monies collected at a rate of 80 percent of the total monies collected on the Client's claims.
- 6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
- 7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
- 8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$487.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$554.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$677.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,461.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$448.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: The fire department has the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine/Tanker billed at \$400 per hour. Miscellaneous equipment billed at \$336.

HAZMAT

Level 1 - \$784.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,800.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$6608.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - each additional hour @ \$336.00 per HAZMAT team.

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine/Tanker billed at \$448 per hour. Miscellaneous equipment billed at \$336

FIRE INVESTIGATION Fire Investigation Team - \$308.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$448.00 per hour, per engine / tanker

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$448.00 per hour, per engine/tanker

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

Nascence Alarms

- (a) The First (1st) false alarm within twelve (12) months in a calendar year tracked by the fire department or billing company is free of charge
- (b) The Second (2nd) false alarm within twelve (12) months in a calendar year will be billed at \$200.00
- (c) The Third (3rd) alarm in a twelve (12) month calendar year will be billed at \$350.00
- (d) The Fourth (4th) through sixth (6th) alarms in a twelve (12) month calendar year will be billed at \$500.00 per event not exceed \$1,000.00 per calendar day

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$448 plus \$56 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$896 plus \$56 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,240 plus \$56 per hour per rescue person, plus \$112 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$448 for the first response vehicle plus \$56 per rescue person. Additional rates of \$448 per hour per response vehicle and \$56 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$280 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine/Tanker billed at \$448 per hour. Miscellaneous equipment billed at \$336.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

LATE FEES

If the invoice is not paid within 90 days, a Late Charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be accessed to the responsible party.



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

CERTIFICATION

- I, Frank Goodroe, am the chief executive of City of West Branch, and I certify that:
 - 1. I have the authority on behalf of City of West Branch to request direct payment from the Department of the Treasury ('Treasury') pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
 - 2. I understand that Treasury will rely on this certification as a material representation in making a direct payment to City of West Branch.
 - 3. City of West Branch's proposed uses of the funds provided as direct payment under section 601(b) of the Social Security Act will be used only to cover those costs that-
 - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for the City of West Branch; and
 - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Ву: _	Frank E. Goodroe	
Signa	ture:	
Title:	City Manager	
Date:_	4/14/20	

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is two hour per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Approval of Council Minutes & Summary

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD REMOTELY IN THE COUNCIL CHAMBERS OF THE WEST BRANCH CITY HALL, 121 N. FOURTH STREET ON MONDAY, APRIL 6, 2020.

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

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

Absent: None

Other officers present: City Manager Frank Goodroe, Clerk/Treasurer John Dantzer, City Attorney Greg Meihn, and Police Chief Ken Walters.

All stood for the Pledge of Allegiance.

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

MOTION BY ZIMMERMAN, SECOND BY SHOWALTER, TO PAY BILLS IN THE AMOUNT OF \$54,965.54.

Yes — Bennett, Frechette, Jackson, Powley, Pugh, Showalter, Zimmerman

No – None Absent – None Motion carried

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

MOTION BY SHOWALTER, SECOND BY PUGH, TO APPROVE THE SPECIAL EVENT PERMITS FOR THE INDEPENDENCE DAY PARADE AND CIRCUS CONTINGENT UPON FUTURE STATE GUIDELINES.

Yes — Bennett, Frechette, Jackson, Powley, Pugh, Showalter, Zimmerman

No – None Absent – None Motion carried

MOTION BY ZIMMERMAN, SECOND BY PUGH TO APPROVE THE BANNER APPLICATION FOR THE SURLINE PTO COLOR RUN.

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Yes — Bennett, Frechette, Jackson, Powley, Pugh, Showalter, Zimmerman

No – None Absent – None Motion carried

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MOTION BY FRECHETTE, SECOND BY JACKSON TO POSTPONE THE COUNCIL GOAL SETTING PRESENTATION UNTIL THE FIRST MEETING IN MAY.

Yes — Bennett, Frechette, Jackson, Powley, Pugh, Showalter, Zimmerman									
No – None	Absent – None	Motion carried							
* * *	******	* * * *							
MOTION BY ZIMMERMAN, GOAL PRESENTER.	SECOND BY PUGH, TO APP	OINT NICK HOLTON AS THE COUNCIL							
Yes — Bennett, Frechette, J	ackson, Powley, Pugh, Sho	walter, Zimmerman							
No – None	Absent – None	Motion carried							
* * *	* * * * * * * * * * *	* * * * *							
MOTION BY JACKSON, SECOND BY POWLEY, TO APPROVE THE APPOINTMENTS OF DAN GREENIER AND ALAN BRUDER FOR A 1 YEAR TERM, MARK DANTZER AND RYAN MUNSON FOR A TWO YEAR TERM, AND KIM ERVANS, FRANK GOODROE, AND JOHN DANTZER FOR A 3 YEAR TERM TO THE BROWNFIELD REDEVELOPMENT AUTHORIY.									
Yes — Frechette, Jackson, P	owley, Pugh, Showalter, Zi	immerman							
No – Bennett	Absent – None	Motion carried							
* * *	* * * * * * * * * *	* * * *							
MOTION BY JACKSON, SECOND BY ZIMMERMAN, TO APPROVE THE CDBG GRANT IN THE AMOUNT OF \$606,912.30 FOR THE GATHERING PLACE AS SUBMITTED.									
Yes — Bennett, Frechette, Ja	ackson, Powley, Pugh, Sho	walter, Zimmerman							
No – None	Absent – None	Motion carried							
* * * :	* * * * * * * * * * *	* * * *							
MOTION BY FRECHETTE, SEC	OND BY SHOWALTER, TO	APPROVE RESOLUTION 20-08							
	RESOLUTION #20-08								

WHEREAS, in reviewing the revenues and expenditures on a monthly basis it is determined that the General Fund, Industrial Park Fund, and Housing Resource Fund will exceed their projected revenues and expenditures, and

WHEREAS, the revenues and expenditures increases were due to the creation of an economic development and code enforcement department, and

WHEREAS, the revenues and expenditures in the Brownfield Redevelopment Authority will be exceeded due to the creation of the Brownfield Authority, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby amends the budget in Fund 101, General Fund; Fund 251, Industrial Park Fund; Fund 276, Housing Resource Fund; and Fund 243, Brownfield Redevelopment Authority as follows:

	Budget	Amended
FUND 101 GENERAL FUND		
Dept. 728 Economic Development		
TOTAL REVENUES		
101-728.000-634.400 Grants	0	5,000
101-728.000-683.402 Transfer from housing resource	0	2,000
101-728.000-684.402 Transfer from IDC	0	4,391
TOTAL REVENUES	0	11,391
EXPENDITURES		
101-728.000-703.700 Salaries and wages	0	8,462
101-728.000-714.700 Mandatory Medicare	0	122
101-728.000-715.700 Social Security	0	522
101-728.000-720.70 Work Comp premium	0	33
101-728.000-724.700 Unemploy Ins. benefit	0	2
101-728.000-727.000 Operating Supplies	0	500
101-728.000-811.700 Membership and dues	0	750
101-728.000-956.700 Expenses	0	1,000
TOTAL EXPENDITURES	0	11,391
FUND BALANCE	1,018,405	1,018,405
FUND 251 INDUSTRIAL PARK FUND		
EXPENDITURES		
251-965.000-999.700 Transfer to General Fund	0	4,391
TOTAL EXPENDITURES	0	4,391
FUND BALANCE	227,669	223,278
FUND 276 HOUSING RESOURCE FUND		
EXPENDITURES		
276-965.000-999.700 Transfer to General Fund	0	2,000
TOTAL EXPENDITURES	0	2,000
FUND BALANCE	205,208	203,208
		,

FUND 101 GENERAL FUND

Dept. 729 Code Enforcement

EXPENDITURES 101-729.000-703.700 Salaries and wages 101-728.000-714.700 Mandatory Medicare 101-728.000-715.700 Social Security 101-728.000-720.70 Work Comp premium 101-728.000-724.700 Unemploy Ins. benefit 101-728.000-801.700 Contractual services TOTAL EXPENDITURES Dept. 301 Police Department	0 0 0 0 0	8,357 120 516 33 2 1,000 10,028
EXPENDITURES 101-301.000-722.700 Administrative Salaries and wages 101-301.000-714.700 Mandatory Medicare 101-301.000-715.700 Social Security 101-301.000-720.70 Work Comp premium 101-301.000-724.700 Unemploy Ins. benefit 101-301.000-801.700 Contractual services TOTAL EXPENDITURES	29,220 4,435 18,950 7,040 50 10,975 472,800	20,863 4,315 18,434 7,007 48 9,975 462,772
FUND 243 BROWNFIELD REDEVELOPMENT AUTHORITY	,	
REVENUES 243-000.000-982.402 Transfer from General Fund	0	1,000
TOTAL REVENUES FUND BALANCE	0	1,000 1,000
FUND 101 GENERAL FUND		
EXPENDITURES 101-999.000-999.701 Transfer to BRA TOTAL EXPENDITURES FUND BALANCE	0 0 1,018,405	1,000 1,000 1,017,405

Yes — Bennett, Frechette, Jackson, Powley, Pugh, Showalter, Zimmerman

No – None Absent – None Motion carried

MOTION BY SHOWALTER, SECOND BY PUGH, TO APPROVE THE APPOINTMENT OF TIFFANY SCHMIEDER KUPS TO THE OPEN SEAT ON THE PLANNING COMMISSION WITH A TERM TO EXPIRE 11/30/21

Yes — Bennett, Frechette, Jackson, Powley, Pugh, Showalter, Zimmerman

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

Manager Goodroe gave a virus update including updates to the City staffing and City services.

Manager Goodroe also gave an update on grants and noted the City was not chosen for the CEDAM Fellowship grant and the application for the AARP grant was submitted.

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

MOTION BY JACKSON, SECOND BY SHOWALTER, TO APPROVE THE MINUTES WITH CORRECTIONS AND SUMMARY OF MINUTES FROM THE MEETING HELD MARCH 16, 2020 AND THE MINUTES WITH CORRECTIONS AND SUMMARY OF MINUTES FROM THE SPECIAL MEETING HELD MARCH 18, 2020.

Yes — Bennett, Frechette, Jackson, Powley, Pugh, Showalter, Zimmerman

No – None Absent – None Motion carried

MOTION BY SHOWALTER, SECOND BY PUGH, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; THE MINUTES FROM THE BOARD OF REVIEW MEETING HELD

MARCH 9, 2020; AND THE MARCH CODE ENFORCEMENT REPORT.

Yes — Bennett, Frechette, Jackson, Powley, Pugh, Showalter, Zimmerman

No – None Absent – None Motion carried

Mayor Frechette noted his appreciation for the work everyone did in getting prepared for the video conference meeting and noted he was asked about putting the U.S. Flags our earlier this year.

Member Zimmerman noted there were lots of leaves being put out for pickup.

Member Showalter noted that the Chamber will be working on a downtown block party once the restrictions are lifted and reminded everyone to stay safe.

Member Jackson asked if there were any upcoming issues for the Planning Commission. Clerk/Treasurer Dantzer noted nothing has been turned into the City for them.

Manager Goodroe noted that the City is and will continue to work with other emergency services during this pandemic

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

Mayor Frechette adjourned the meeting at 7:19 pm.		
Paul Frechette, Mayor	John Dantzer, Clerk	

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD REMOTELY ON MONDAY, APRIL 6, 2020.

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

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

Absent: None

Other officers present: Manager Goodroe, Clerk/Treasurer Dantzer, Attorney Meihn, and Chief Walters.

Council approved bills in the amount of \$54,965.54.

Council approved special event permits for the Independence Parade and circus.

Council approved a banner permit for the Surline PTO.

Council postponed the Council Goal Setting presentation.

Council approved Nick Holton as the Goal Setting presenter.

Council approved the appointments of Dan Grenier, Alan Bruder, Mark Dantzer, Ryan Munson, Kim Ervans, Frank Goodroe, and John Dantzer to the Brownfield Redevelopment Authority Board of Trustees.

Yes — Frechette, Jackson, Powley, Pugh, Showalter, Zimmerman

No – Bennett Absent – None Motion carried

Council approved a CDBG grant.

Council approved Resolution 20-08, a budget amendment.

Council approved Tiffany Schmieder Kups to the Planning Commission.

Manager Goodroe gave an update on the changes to City staff and City services in response to the virus and gave an update on grants.

Council approved the minutes with corrections and summary from the meetings held March 16 and March 18, 2020.

Council received and filed the treasurer's report and investment summary, the minutes from the Board of Review meeting held March 9, 2020; and the March Code Enforcement Report.

Mayor Frechette, Members Zimmerman, Showalter, Jackson, and Manager Goodroe gave reports.

Mayor Frechette adjourned the meeting at 7:19 pm.

Paul Frechette, Mayor	lohn Dantzer, Clerk						
Mayor Frechette adjourned the meeting at 6:37 pm.							
City Council practiced logging into the Zoom video conferencing program for training before the April 6 Council meeting.							
* * * * * * * * * * * *	* * * * * *						
Other officers present: City Manager Frank Goodroe, and Clerk/Treasurer John Dantzer.							
Absent: Cathy Zimmerman							
Present: Mayor Paul Frechette, Council Members Joanne Bennett, Mike Jackson, Chris Powley, Ellen Pugh, and Rusty Showalter.							
Mayor Frechette called the meeting to order at 6:00 p.m.							
SPECIAL MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN THE COUNCIL CHAMBERS OF THE WEST BRANCH CITY HALL, 121 N. FOURTH STREET ON FRIDAY, APRIL 3, 2020.							

Consent Agenda

)4/17/2020 12:34 PM Jser: MICHELLE

CASH SUMMARY BY BANK FOR WEST BRANCH FROM 04/01/2020 TO 04/30/2020

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D. Woothw	and City	Beginning			Ending
3ank Code ₹und	Description	Balance 04/01/2020	Total Debits	Total Credits	Balance 04/30/2020
GEN1 CEN1	1 - GENERAL CHECKING	01/01/2020		Greats	- 01/30/2020
101	T GENERAL CHECKING	614,512.18	18,966.21	80,057.33	553,421.06
150	CEMETERY PERPETUAL CARE	26,842.57	0.00	0.00	26,842.57
209	CEMETERY FUND	9,065.28	0.00	1,030.93	8,034.35
248	DDA OPERATING FUND	110,151.93	0.00	200.00	109,951.93
251	INDUSTRIAL PARK FUND	(899.23)	0.00	342.08	(1,241.31)
276	HOUSING RESOURCE FUND	225,488.54	903.71	0.00	226,392.25
318	SEWER DEBT FUND	226,314.12	12,070.27	3.76	238,380.63
319	WATER DEBT FUND	66,428.85	2,575.65	0.78	69,003.72
571	COLLECTION REPLACEMENT FUND	31,101.23	0.00	0.00	31,101.23
572	PLANT REPLACEMENT FUND (R&I)	9,230.97	0.00	0.00	9,230.97
590	SEWER FUND	259,384.52	11,932.05	23,672.21	247,644.36
591	WATER FUND	494,039.30	16,844.10	4,851.30	506,032.10
592	WATER REPLACEMENT FUND	284,017.56	0.00	0.00	284,017.56
593	SEWER COLLECTION	111,483.18	2,931.85	1,558.69	112,856.34
561	EQUIPMENT FUND	113,556.87	4,556.70	3,864.96	114,248.61
704	PAYROLL CLEARING	25,202.65	37,516.26	37,516.26	25,202.65
705	IRONS PARK ENTERTAINMENT FUND	3,029.47	0.00	0.00	3,029.47
707	YOUTH SAFETY PROGRAM	3,709.65	0.00	192.00	3,517.65
714	RECYCLING CENTER	9,529.55	0.00	0.00	9,529.55
	GEN1 - GENERAL CHECKING	2,622,189.19	108,296.80	153,290.30	2,577,195.69
M/LST MAI	OR/ LOCAL STREETS				
202	MAJOR STREET FUND	438,997.26	21,924.29	9,970.89	450,950.66
203	LOCAL STREET FUND	288,193.16	12,850.52	771.94	300,271.74
	MAJOR/ LOCAL STREETS	727,190.42	34,774.81	10,742.83	751,222.40
DAY DAYDO	NT 1				
PAY PAYRO		12 (41 42	25 54 6 2 6	24.050.20	45005.44
704	PAYROLL CLEARING	12,641.43	37,516.26	34,870.28	15,287.41
	PAYROLL	12,641.43	37,516.26	34,870.28	15,287.41
CHEM SAVI	NGS				
101		437,605.44	0.00	0.00	437,605.44
150	CEMETERY PERPETUAL CARE	1,678.39	0.00	0.00	1,678.39
251	INDUSTRIAL PARK FUND	20,947.82	0.00	0.00	20,947.82
571	COLLECTION REPLACEMENT FUND	2,390.57	0.00	0.00	2,390.57
591	WATER FUND	26,390.11	0.00	0.00	26,390.11
592	WATER REPLACEMENT FUND	19,780.27	0.00	0.00	19,780.27
593	SEWER COLLECTION	790.08	0.00	0.00	790.08
561	EQUIPMENT FUND	103,452.85	0.00	0.00	103,452.85
714	RECYCLING CENTER	1,043.28	0.00	0.00	1,043.28
	SAVINGS	614,078.81	0.00	0.00	614,078.81
ΓΑΧ TAXES					
701	TAX AGENCY	13,358.72	0.00	547.68	12,811.04
	TAXES	13,358.72	0.00	547.68	12,811.04
	TOTAL - ALL FUNDS	3,989,458.57	180,587.87	199,451.09	3,970,595.35

04/17/2020 12:34 PM User: MICHELLE DP: Wastbranch City

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH FROM 04/01/2020 TO 04/30/2020

FUND: ALL FUNDS INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 04/01/2020	Total Debits	Total Credits	Ending Balance 04/30/2020
Fund 101					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	150,000.00	0.00	0.00	150,000.00
		250,000.00	0.00	0.00	250,000.00
Fund 150 CF	EMETERY PERPETUAL CARE				
004.300	CERTIFICATE OF DEPOSIT C	114,701.74	0.00	0.00	114,701.74
004.400	CERTIFICATE OF DEPOSIT D	115,271.06	0.00	0.00	115,271.06
	CEMETERY PERPETUAL CARE	229,972.80	0.00	0.00	229,972.80
Fund 251 IN	DUSTRIAL PARK FUND				
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	INDUSTRIAL PARK FUND	200,000.00	0.00	0.00	200,000.00
Fund 661 E0	DUIPMENT FUND				
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	EQUIPMENT FUND	250,000.00	0.00	0.00	250,000.00
	TOTAL - ALL FUNDS	929,972.80	0.00	0.00	929,972.80

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West Branch Police Department

Chief Kenneth W. Walters
130 Page St.
West Proper Michigan

West Branch, Michigan 48661
Phone: 989-345-2627 Fax: 989-345-0083

E-mail: police@westbranch.com

4/13/2020

Honorable Council and Mayor,

This is the March month end report. The department handled 96 complaints and made 2 arrests. Due to Covid-19 precautions, only serious Felonies are being lodged in the jail at this time.

Respectfully,

Chief Kenneth W. Walters

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

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Offense Count Report

Report Criteria:

Start Offense End Offense
01000 99009

MARCH 2020 TOTAL 2020 TOTAL 2019 TOTAL 2018

 $03/01/2020 - 03/31/2020 \qquad 01/01/2020 - 03/31/2020 \qquad 01/01/2019 - 12/31/2020 \qquad 01/01/2018 - 12/31/2018$

Offense	Description	MARCH 2020	TOTAL 2020	TOTAL 2019	TOTAL 2018	
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	0	2018	
11002	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	1	0	ne de la companya
11007	SEXUAL CONTACT FORCIBLE CSC2	0	0	0	1	
11008	SEXUAL CONTACT FORCIBLE CSC4	0	0		5.00	HI ASSESSED
13001	NONAGGRAVATED ASSAULT	2	8	32	15	
13002	AGGRAVATED/FELONIOUS ASSAULT	0.0	State Table		13	National Pales and
13003	INTIMIDATION/STALKING	1	1	6	2	e military
20000	ARSON	0	0		0	Zamenana.
22001	BURGLARY - FORCED ENTRY	0	0	2	the second secon	
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	0	4	Wadalian Se
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	3	Commission of the Commission o	
23003	LARCENY - THEFT FROM BUILDING	0	2	5	l	
23005	LARCENY - THEFT FROM MOTOR VEHICLE	1	1	8	7	
23007	LARCENY - OTHER	0	0	BURNESSON OF DESIGNATION	2	taketelekszes orosa
24001	MOTOR VEHICLE THEFT	0	0	10	10	
25000	FORGERY/COUNTERFEITING	0	0	0	l	Maria Elemento
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	The second second second second	1	0	
26002	FRAUD - CREDIT CARD/ATM	0	0		O	entracin en conscio
26006	FRAUD - BAD CHECKS	0	0	4	2 2	The state of the
27000	EMBEZZLEMENT	0	0		2	MARTHUR CONT
29000	DAMAGE TO PROPERTY	0		0	1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1	
30002	RETAIL FRAUD - THEFT	0	0	9	10	Profession beams accom-
35001	VIOLATION OF CONTROLLED SUBSTANCE	0	0	3	8	
36002	SEXUAL PENETR'N NONFORCIBLE OTHER	0	1		3	Olicination and the con-
36004	SEX OFFENSE - OTHER	0	0	1	0	
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	l Politika i brograda	4	KNOSAMIORAKAN
38002	FAMILY - NONSUPPORT	0	0	0	1	
38003	FAMILY - OTHER	0	0	0	l	interior em entre comune
11002	LIQUOR VIOLATIONS - OTHER	and the state of t	0	0	1	
12000	DRUNKENNESS	0	0	l Mariana de porto agraciono	0	That American
18000	OBSTRUCTING POLICE	0	.0	1	2	
19000	ESCAPE/FLIGHT	0	l Sentrelekkennegenesis	l Established valuations are an	1 PORMERONAL CONTRACTOR	ukatin kananan s
50000	OBSTRUCTING JUSTICE	0 -	0.	1	0	
3001	DISORDERLY CONDUCT	1	11 2000-007-00-00-00-00-00-00-00-00-00-00-00	59	65	
3002	PUBLIC PEACE - OTHER	0	0	7	1	
4001	HIT & RUN MOTOR VEHICLE ACCIDENT	0	0	1	0	de districtor de la companya del companya del companya de la compa
4002	OUIL OR OUID	0	0	14	9	
4003	DRIVING LAW VIOLATIONS	0	l Berennyungs er einen zu	8	7	
5000	HEALTH AND SAFETY	2	6	41	37	
7001	TRESPASS	0	0	14	38	
8000	SMUGGLING	2	4	15	6	
0000	JUVENILE RUNAWAY	0	0	1	0	
0001	Incorrigible	0	0	2	1 ·	
0004	Juvenile Issues	0	0	1	0	
3000	The state of the s	0	. 0	0	1	
0001	MISCELLANEOUS CRIMINAL OFFENSE	Total Andrew With International Community	4	12	2	The second section (second
UUU1	Vehicle Lockouts	10	16	147	112	(2) (2)

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Offense Count Report

Report Criteria:

Start Offense **End Offense**

01000 99009

MARCH 2020 **TOTAL 2020 TOTAL 2019 TOTAL 2018** 03/01/2020-03/31/2020 01/01/2020-03/31/2020 01/01/2019-12/31/2020

01/01/2018-12/31/2018

Offense	Description		MARCH 2020	TOTAL 2020	TOTAL 2019	TOTAL 2018	
90002	Motorist Assists		2	7	42	2018	
90003	Assist E.M.S.		9	40	244	fortramental access in customers and access	NOTES SERVICES TO MAKE
90005	City Ordinance Violations		4	7	40	146	
90007	Parking Complaints		0	0	6	37	BBS ABOUT A DIRECTOR
90008	ANIMAL COMPLAINTS	The second secon	0	0	8	1	
90009	Maplewood Manor Alarm / Criminal History Chec	cks	0	0	8 4	13	
91001	Delinquent Minors	And the second of the second o	0	0	and the second second second second second	1	
91002	Runaway		0	0	3 2	9	Maria managaman kanaga
91004	Abandoned Vehicle		0	0		0	
92003	Walk Away (Ment. & Host.)		0	0	4	0	Markovi sariwa s
92004	Insanity		1	9	1	3	A STATE OF THE STA
93001	PROPERTY DAMAGE ACCIDENT/PI		0	6	37	11	National control of the control of t
93002	Accident, Non-Traffic		0	Market and Control of the Control of	59	45	
93004	Parking Violations	likes tereseren		2	22	17	Silverito Privito esterno accordi
93006	Traffic Policing		5			1	
93007	Traffic Safety Public Relations	STATE TO BE	Contract of the second	5	21	11	DECEMBER AND DESIGNATION OF THE PERSON OF TH
93008	Inspections/Investigations -Breathalyzer		0	1	10	8	
94001	Valid Alarm Activations		0	2	3 Etherselectronic was suscen	4	Signification of the comment
94002	False Alarm Activations		3	3	3	3	
95001	Accident, Fire		3	13	100	59	on the months are a second
95003	Inspection, Fire		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	0	5	3	
95004	Hazardous Condition	Lyebelelen	0	O Chartain in terror	3 Anti-reference and the second	0	Salaran Marian Salaran
97006	Accident, All Other	who we are a sixt and a sixt and a sixt and a sixt	The state of the s	1	7	9	
98000	Other Types Not Listed		0	0	1	0	
98002	Inspections/Investigations -Motor Vehicles		0	0	1	0	
98003	Inspections/Investigations -Property	different de	0	1	4	0	
98004	Inspections/Investigations -Other		0	1	12	5	
98006	Civil Matters/Family Disputes	a conse	1	l	7	2	
8007	Suspicious Situations/Subjects		8	20	90	47	
8008	Lost/Found Property	E AND SERVICE	15 1	45	197	168	
8009	Inspections/Investigations -Drug Overdose			3	17	16	
9001	Suicide		0	0	4	1	
9002	Natural Death		0	0	1	1	
9003	Missing Persons		1	1	6	1	
9007	PR Activities		0	0	11	1	
9008	General Assistance		0	0	6	17	
9009	General Non-Criminal		22	61	338	287	
			2	6	37	23	N-CPERCENCH
		Totals:	96	293	1766	1345	

Communications

Reports

Mayor

Council

City Manager

04/17/2020 02:26 PM

User: JOHN DB: Westbranch City

BALANCE SHEET FOR WEST BRANCH Period Ending 04/30/2020

HEET FOR WEST BRANCH Page: 1/1

Fund 705 IRONS PARK ENTERTAINMENT FUND

GL Number		Description	Balance	
*** Asset	cs ***			
705-000.000-001	.000	CASH CHECKING - CHEMICAL BANK	3,029.47	
To	otal Assets		3,029.47	
*** Liabi	lities ***			
705-000.000-202. 705-000.000-214.		ACCOUNTS PAYABLE DUE TO IRONS PARK ENT	22.00 3,001.47	
То	otal Liabili	ties	3,023.47	
*** Fund	Balance ***			
705-000.000-390.	.000	CARRY OVER	0.01	
То	Total Fund Balance			
Be	ginning Fun	d Balance	0.01	
Net of Revenues VS Expenditures Fund Balance Adjustments Ending Fund Balance Total Liabilities And Fund Balance			5.99 0.00 6.00 3,029.47	

Public Comment -Any Topic

Adjournment