

-- 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, MAY 20, 2019, BEGINNING AT 6:00 P.M.

PLEASE NOTE: All guests and parties in attendance are asked to sign in if they will be making any comments during meetings, so that the City Clerk may properly record your name in the minutes. Public comments are limited to 3 minutes in length while matters from the floor are limited to 10 minutes, unless you have signed in and requested additional speaking time, and that the request is then approved by either the Mayor or a majority vote of Council. All in attendance are asked to please remove hats and/or sunglasses during meetings and to silence all cell phones and other electronic devices. Accommodations are available upon request to those who require alternately formatted materials or auxiliary aids to ensure effective communication and access to City meetings or hearings. All request for accommodations should be made with as much advance notice as possible, typically at least 10 business days in advance by contacting City Clerk John Dantzer at (989) 345-0500. [DISCLAIMER: Views or opinions expressed by City Council Members or employees during meetings are those of the individuals speaking and do not represent the views or opinions of the City Council or the City as a whole.] [NOTICE: Audio and/or video may be recorded at public meetings of the City Council.]

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Public Hearing
- V. Additions to the agenda
- VI. Public Comment on Agenda Items Only (limited to 3 minutes)
- VII. Scheduled Matters from the Floor
 - A. Praise in the Park Special Event Permit
- VIII. Bids
 - A. Parking lots
- IX. Unfinished Business
- X. New Business
 - A. Bills
 - B. Approve 2019-2020 budget
 - C. Proclamation 19-01
 - D. Resolution 19-10 Adopt Local Pavement Warranty Program
 - E. Resolution 19-11 Implement Local Pavement Warranty Program

- F. Rifle River Quilt Guild Banner Application
- G. Manager Contract
- H. MERS contract change
- XI. Approval of the minutes and summary from the regular meeting held May 6, 2019 and the minutes from the closed session minutes of the April 27, 2019 meeting.
- XII. Consent Agenda (These items are considered routine and can be enacted in one motion)
 - A. Treasurer's report and Investment summary
 - B. Airport Board minutes from the meeting held April 17, 2019
 - C. April Police Report
 - D. DDA minutes from the meeting held March 26, 2019
- XIII. Communications
- XIV. Reports and/or comments
 - A. Mayor
 - B. Council
 - C. Manager
- XV. Public comment any topic
- 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



City of West Branch

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

Special Event Permit

Event Name: PRAISE IN THE PARK

Event Date: VARIOUS SUNDAYS* Start Time: 12:30PM End Time: 2:30PM

*Requested Dates (2019): June 16, 30, July 7, 14, 28, August 25, September 8, 22, October 6

Name of Sponsoring Organization: NORTHWOODS BIBLE CHURCH, SAINT HELEN, MI

Address: 1232 LEEWARD LANE, SAINT HELEN, MI 48656

Contact Person: MICHELE AMOR Phone Number: (989) 632-3095

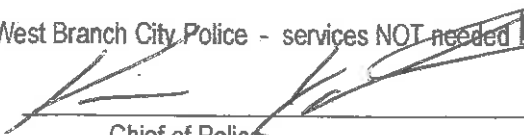
Describe the purpose of this event: FREE CONCERT FEATURING UPBEAT MUSIC WITH A CHRISTIAN
THEME. MUSIC PERFORMED ON GUITAR AND ELECTRIC KEYBOARD WITH TWO VOCALISTS.
AMPLIFICATION LIMITED TO THE GENERAL AREA OF THE PERFORMANCE.

Point of Assembly: ON GRASS NEAR THE EAST PARKING LOT.

Proposed Route (start to finish, attach route diagram): (FIXED LOCATION)

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

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


Chief of Police

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


Chief of Police

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


Initials of Applicant


Signature

Date

For Office Use Only:

Permit Approved – Yes / No



"City with a Smile"

Manager / Clerk Signature

Bids

Request for Bid/Proposals

The City of West Branch is seeking competitive bids/proposals for paving of following parking lots:

1. North 4th St. Parking lot
 - Remove and Replace Parking lot
 - o Remove existing asphalt. Dispose of at an approved recycle facility
 - o Place and grade 23-A gravel as needed to improve base
 - o Fine grade and compact
 - o Pave asphalt 2 courses, 1-1/2" Leveling course + 1-1/2" wearing course equaling 3"
 - o Stripe parking spaces
2. North 2nd St. Parking lot
 - Remove and Replace Parking lot
 - o Remove existing asphalt. Dispose of at an approved recycle facility
 - o Place and grade 23-A gravel as needed to improve base
 - o Fine grade and compact
 - o Pave asphalt 2 courses, 1-1/2" Leveling course + 1-1/2" wearing course equaling 3"
 - o Stripe parking spaces

Catch basin repairs will be done by DPW. Concrete curbs and gutter will remain as is.

Bids Due: May 15th at noon

Sealed bids stating "Parking Lot Paving" on the envelope may be mailed, or delivered in person during regular business hours (Monday – Friday, 8am – 4:30pm) to West Branch City Hall, 121 N. 4th St., West Branch, MI 48661. Further details regarding the RFP can be obtained by contacting DPW

Superintendent Mike Killackey 989-965-4982 or by contacting City Hall 989-345-0500 and asking for Clerk/Treasurer John Dantzer.

Pricing for all bids submitted is deemed valid for a period of 90 days, unless indicated otherwise on the bid documents.

Bids will be opened at noon on May 15th in the Council Chambers of West Branch City Hall, 121 N. 4th St., West Branch, MI 48661, and will be on the agenda of the West Branch City Council meeting scheduled for Monday, May 20th at 6 pm, which also takes place in the Council Chambers of West Branch City Hall.



PYRAMID PAVING & CONTRACTING CO.

600 N. JEFFERSON STREET BAY CITY, MICHIGAN 48708

BAY CITY: 989-895-5861
FAX: 989-895-8905
TOLL FREE: 800-258-1132

PROPOSAL

PROJECT NAME & LOCATION:

CITY OF WEST BRANCH

121 N. 4TH ST

WEST BRANCH MI. 48661

May 15, 2019

<u>ITEM</u>	<u>DESCRIPTION</u>
-------------	--------------------

	<u>N. 4TH ST. AND N. 2ND ST PARKING LOTS</u>
--	--

- | | |
|---|--|
| 1 | Remove all existing asphalt and dispose of all materials off site. |
| 2 | Install 23A gravel as needed to ensure proper slope and grade |
| 3 | Fine grade aggregate base and compact to proper slope |
| 4 | Install 1.5" of MDOT 13A leveling course and compact |
| 5 | Apply SS-1H bond coat and prep for wearing course installation |
| 6 | Install 1.5" of MDOT 13A wearing course and compact |
| 7 | Install Pavement Markings to parking lot surface |

Estimated Cost: **\$106,550.00**

PERMITS AND FEES NOT INCLUDED

BOND AND DUE FEES ARE NOT INCLUDED

ALL APPLICABLE SALES TAXES ARE INCLUDED

THIS FAX BID WAS PREPARED BY **CHAD WEISS** AND IS GOOD FOR 30 DAYS



Mid-Michigan Asphalt Paving

PO Box 849
West Branch, MI 48661

Office (989) 345-2437 Fax (989) 345-3374
MmaPaving@gmail.com



Name	City of West Branch	Date	5-15-2019
Address		Phone	
City		Cell	
Zip Code		Fax	
Job Name	2 nd Street Parking Lot	Email	

We hereby submit specifications and estimate for:

Remove and replace parking lot. Approx. 15,789 sq. ft.	Cost
Note: Catch basin repair to be done by the city. Concrete curb and gutter to remain as is.	
1. Remove existing asphalt. Dispose of at recycle facility.	
2. Place and grade 23-A gravel as needed to improve base.	
3. Fine grade and compact.	
4. Pave asphalt TWO COURSES, 1 ½" leveling course + 1 ½" wearing course equaling 3" thick.	
5. Stripe parking spaces. ***This includes 12" x 72" white lines denoting pedestrian walk-way.	\$35,646.00
*We will have miss dig mark the utilities.	

TOTAL AMOUNT OF PROPOSAL:

\$35,646.00

We propose hereby to furnish material and labor-complete in accordance with the above specifications for the total amount above. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. PAYMENT TO BE MADE UPON COMPLETION. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

Authorized Signature: Robert K Winder Date: 5/15/19

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. Mid-Michigan Asphalt Paving is authorized to complete work as specified. Payment will be made as outlined above.

Signature of Purchaser _____ Date: _____

Printed Name of Purchaser _____ Date: _____



Mid-Michigan Asphalt Paving

PO Box 849
West Branch, MI 48661

Office (989) 345-2437 Fax (989) 345-3374
MmaPaving@gmail.com



Name	City of West Branch	Date	5-15-2019
Address		Phone	
City		Cell	
Zip Code		Fax	
Job Name	4 th Street Parking Lot	Email	

We hereby submit specifications and estimate for:

Remove and replace parking lot. Approx. 15,864 sq. ft.	Cost
Note: Catch basin repair to be done by the city. Concrete curb and gutter to remain as is.	
1. Remove existing asphalt. Dispose of at recycle facility.	
2. Place and grade 23-A gravel as needed to improve base.	
3. Fine grade and compact.	
4. Pave asphalt TWO COURSES, 1 1/2" leveling course + 1 1/2" wearing course equaling 3" thick. 13a bituminous mix.	
5. Stripe parking spaces.	\$36,936.00
*We will have miss dig mark the utilities.	

TOTAL AMOUNT OF PROPOSAL:

\$36,936.00

We propose hereby to furnish material and labor-complete in accordance with the above specifications for the total amount above. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. PAYMENT TO BE MADE UPON COMPLETION. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

Authorized Signature: Robert K. Winkler Date: 5/15/19

Acceptance of Proposal-The above prices, specifications and conditions are satisfactory and are hereby accepted. Mid-Michigan Asphalt Paving is authorized to complete work as specified. Payment will be made as outlined above.

Signature of Purchaser _____ Date: _____

Printed Name of Purchaser _____ Date: _____

Hodgins Asphalt Paving Inc.

P.O. Box 720

West Branch, MI 48661

P-989-345-0326, F-989-345-0240


hodginsasphalt@yahoo.com

PROPOSAL

DATE	ESTIMATE NO.
5/14/2019	5897512

NAME / ADDRESS
City of West Branch 121 N. Fourth Street West Branch, MI 48661

www.hodginsasphalt.com

DESCRIPTION	
North 4th Street Parking Lot Approximately 15,679 sq. ft. of asphalt paving, entire lot 01. Saw cut and remove existing asphalt, dispose of 02. Excavate to remove poor soil areas 03. Supply and place approximately 170 ton of 22A stabilized gravel 04. Fine grade gravel base to allow for proper drainage in all areas 05. Compact gravel base with a 5 ton vibratory roller 06. Pave 1.5" base course and 1.5" top course with 13A bituminous mix (3" total compacted depth) 07. Paint parking lines with traffic marker yellow paint MDOT Prequalified #06585 Fully Insured/Bonded Authorized Signature: 	
Thank you for the invitation to bid!	TOTAL \$38,960.00

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are here by accepted. You are authorized to do the work specified.

SIGNATURE _____

Hodgins Asphalt Paving Inc.

P.O. Box 720

West Branch, MI 48661

P-989-345-0326, F-989-345-0240

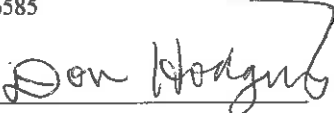
hodginsasphalt@yahoo.com

PROPOSAL

DATE	ESTIMATE NO.
5/14/2019	5897513

NAME / ADDRESS
City of West Branch 121 N. Fourth Street West Branch, MI 48661

www.hodginsasphalt.com

DESCRIPTION	
<p>North 2nd Street Parking Lot Approximately 15,059 sq. ft. of asphalt paving, entire lot, not alleyways 01. Saw cut and remove existing asphalt, dispose of 02. Excavate to remove poor soil areas 03. Supply and place approximately 180 ton of 22A stabilized gravel 04. Fine grade gravel base to allow for proper drainage in all areas 05. Compact gravel base with a 5 ton vibratory roller 06. Pave 1.5" base course and 1.5" top course with 13A bituminous mix (3" total compacted depth) 07. Paint parking lines with traffic marker yellow paint</p> <p>MDOT Prequalified #06585 Fully Insured/Bonded</p> <p>Authorized Signature: </p>	
Thank you for the invitation to bid!	TOTAL \$37,346.00

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are here by accepted. You are authorized to do the work specified.

SIGNATURE _____

Unfinished Business

New Business

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

BILLS	\$282,534.38
<i>BILLS AS OF 5/16/19</i>	<i>\$282,534.38</i>
<i>Additions to Bills as of</i>	<i>\$0</i>
<i>Paid but not approved</i>	<i>\$1,460.68</i>
TOTAL BILLS	\$283,995.06

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

Vendor Name	Amount	Description
A & G PEST CONTROL AND SERVICES	180.00	ANT SPRAY POLICE DEPT
ADVANCED CHEMICAL & SUPPLY INC	113.70	WWTP SUPPLIES
AIS CONSTRUCTION EQUIPMENT	365.23	PEDAL
APEX SOFTWARE	265.00	ASSESSOR SOFTWARE MAINTENANCE RENEWAL
BADGER METER	313.28	CELLULAR SERVICE APRIL
BARTON'S MOBILE REPAIR & WELD	185.00	WWTP REPAIR
BELL EQUIPMENT CO	487.73	PARTS
BS & A SOFTWARE	483.00	GL ANNUAL MAINTENANCE
C2AE	7,017.47	FAIRVIEW/VALLEY ROADS
CHARTER COMMUNICATIONS	244.93	PHONE & INTERNET WWTP & DPW
COAST TO COAST	541.96	POLICE SUPPLIES
CONSUMERS ENERGY	9,045.97	ELECTRIC
DLL FINANCIAL SERVICES INC	70.08	POLICE COPIER
ELHORN ENGINEERING COMPANY	536.50	SUPPLIES
ETNA SUPPLY	815.00	WATER SUPPLIES
GREEN ACE HARDWARE	189.56	VARIOUS SUPPLIES
INK & THREAD LLC	9.00	NAME PLAQUE FOR COUNCL TABLE
KIWANIS CLUB OF WEST BRANCH	270.00	FLAGS
LEHNER'S COLLISION INC	14,564.19	REPAIRS TO TRUCK
MVW & ASSOCIATES INC	995.00	ASSESSOR CONTRACT JUNE
NORTHERN PUMP & WELL	500.00	WELL MAINTENANCE
OFFICE CENTRAL	137.02	VARIOUS SUPPLIES
OGEMAW COUNTY HERALD ADLINER	65.45	AD
OGEMAW COUNTY VOICE	160.00	VARIOUS ADS
OGEMAW COUNTY VOICE	70.00	PAVING AD
PETRIK, BARBARA	25.00	PARK REFUND
RANGER, NANCY	25.00	PARK REFUND
SAVE A LOT	69.60	VARIOUS SUPPLIES
SELLEY'S CLEANERS	19.00	POLICE DRY CLEANING
SLC METERS LLC	42.14	METER PARTS
SPARTAN STORES LLC	86.52	WWTP SUPPLIES
STATE OF MICHIGAN	50.00	WATER SAMPLES
STING	2,994.60	NARCOTICS LAW ENFORCEMENT SERVICES ANNUAL
UNUM LIFE INSURANCE CO OF AMERICA	838.33	LT ST DISABILITY & LIFE
UPS	9.27	WWTP SHIPPING
VERIZON WIRELESS	81.03	POLICE CELL PHONES & MIFI
VILLAGE QUIK LUBE	1,193.86	REPAIRS
WEST BRANCH TOWNSHIP TREASURER	1,361.36	THORSON 425
WWTPA	238,113.60	BOND P & I PAYMENT
TOTAL	282,534.38	

Proclamation #19-01

WHEREAS, each year Optimist clubs from around the world take time to recognize youth in the community who contribute to a better life for all, and

WHEREAS, the West Branch Optimist Club has a proud tradition of selecting the best and brightest young people of the West Branch area to receive this prestigious award, and

WHEREAS, Thursday, May 30, 2019, the West Branch Optimist Club will bestow a formal recognition of appreciation of the following listed youth:

Grant David
Savannah Misiak
Adrienne Walby
Reese Brewer
Somer Sappington
Aaliyah Dantzer
Cayden Wangler
Casey Klofft
Kaitlyn Guoan
Harper Munson
Anastasia Kurtz
Derek Orr
Faith Kurtz
Abigail Beveridge

Conrad Weber
Hannah Beehler
Kennedy Wangler
Addyson Sterling
Logan Frantz
Adysen Kartes
Elijah Marsh
Addison Wangler
Lucas Hines
Reese Rau
Ty Neubecker
Cori Bertossi
Ariana Leibold
Reese Temple

NOW, THEREFORE, BE IT PROCLAIMED, that May 30, 2019 is Optimist International Youth Appreciation Day in the City of West Branch and that day shall be dedicated to these fine youth who represent our community with pride and dignity, and

BE IT FURTHER PROCLAIMED, that the City Clerk is directed to install this record in the permanent record of the City of West Branch, so that future West Branch citizens may look back with pride at the names of the finest youngsters of 2019.

Paul Frechette, Mayor

RESOLUTION 19-10

RESOLUTION TO ADOPT A LOCAL PAVEMENT WARRANTY PROGRAM

WHEREAS, the Michigan Legislature (MCL 247.663) requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018; and

WHEREAS, the Michigan Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force for use by all 533 cities and villages in the format approved by the Michigan Department of Transportation in 2018; and

WHEREAS, the Michigan Department of Transportation has reviewed and approved the Michigan Local Agency Pavement Warranty Program consisting of Special Provisions (Boilerplate, Concrete, HMA, Location, Pass-Through Warranty Bond); a Warranty Bond Form and Contract Form; and Guidelines for Local Agency Pavement Warranty Programs; and

NOW THEREFORE BE IT RESOLVED, the City of West Branch hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents in accordance to the requirements of MCL 247.663; and

BE IT FURTHER RESOLVED, this resolution is made a part of the minutes of the City of West Branch Council meeting on May 20, 2019.

Approved on May 20, 2019 by:

_____	Paul Frechette, Mayor
_____	Mike Jackson, Council Member
_____	Dan Weiler, Council Member
_____	Cathy Zimmerman, Council Member
_____	Joanne Bennett, Council Member
_____	William Ehinger, Council Member
_____	Ellen Pugh

RESOLUTION 19-11

RESOLUTION TO IMPLEMENT A LOCAL PAVEMENT WARRANTY PROGRAM

WHEREAS, The Michigan Legislature created a requirement (MCL 247.663) as part of the Transportation Funding Package of 2015 that requires each city and village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018; and

WHEREAS, the City of West Branch adopted the Michigan Local Agency Pavement Warranty Program on May 20, 2019; and

WHEREAS, the City of West Branch agrees to consider a local pavement warranty on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds; and

WHEREAS, the Local Agency Pavement Warranty Program law requires each city and village to report annually on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds, whether or not a warranty was utilized in the project; and

WHEREAS, the City of West Branch agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation in 2018; and which the City of West Branch adopted Implementation Policy defines the City's intent of its pavement warranty program; and

NOW THEREFORE BE IT RESOLVED, the City of West Branch hereby agrees to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law.

Approved on May 20, 2019 by:

_____	Paul Frechette, Mayor
_____	Mike Jackson, Council Member
_____	Dan Weiler, Council Member
_____	Cathy Zimmerman, Council Member
_____	Joanne Bennett, Council Member
_____	William Ehinger, Council Member
_____	Ellen Pugh, Council Member



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..... Rifle River Quilt Guild
Address..... 205 W Houghton Ave WB
Contact Person & Phone Number..... MARCIA Young 345 1333

Applications are subject to City Manager approval and conditions.

1. **"LINK LETTER" type or VINYL MESH banners only with a maximum size of 2'x35'. (NO EXCEPTIONS!!)**
 2. **Rendering showing color, size and design of banner must be submitted with application**
 3. **ALL banners MUST be in a box clearly marked with the name of the banner, contact name & phone number**
 4. **ALL banners MUST be picked up within 2 weeks after the event; failure to do so will result in disposal of the banner.**
 5. One (1) banner per organization per year
 6. Two (2) week maximum
 7. Each placement must be approved by City Manager at least two (2) weeks prior to scheduled placement
 8. One banner displayed at any one time – priority based on "first come" basis (applications accepted beginning January 1 each year)
 9. Organization holds City harmless and agrees to defend City from liability claims arising as a result of activity or event announced on banner
 10. Banners allowed May 1 – Sept. 31 (City Manager may grant special requests)
 11. Meid Street only
 12. No commercial advertising allowed on banner
 13. If approved a \$100.00 fee must be paid within two weeks of approval or before banner is hung.
- ** Administration reserves the right to limit the number of banners.**

Copy shown on banner..... Quilt WALK

Banner to be displayed: FROM 9/23/19 TO 10/7/19

Marcia Young
Signature

For Office Use Only

Application Number..... 19-07

Placement of banner approved City Manager on /...../.....

* Conditions approved by City Council on 5/15/17

"City with a Smile!"

Called on ____/____/____

City of West Branch, Michigan
City Manager- Employment Agreement

This agreement shall commence effective on June 3, 2019 between:

THIS AGREEMENT, made and entered into this _____ day of May, 2019, by and between the City of West Branch, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or "City" and ; and Frank E. Goodroe, whose address is 122 w. Third Street, P.O. Box 860, Northport, Michigan 49670, hereinafter referred to as "Employee" or "Goodroe" both of whom understand as follows:

In consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Whereas, the City desires to appoint and retain the services of Frank E. Goodroe as the City Manager, as provided by the City of West Branch Charter ("City Charter") and Michigan Public Act No. 207 of 1993 (MCL117.3) and all applicable City of West Branch ordinances, resolutions, and Job descriptions.

Whereas, the City Council, hereinafter referred to as the "City Council", as the City's elective and governing body, desires to provide certain benefits, to establish certain conditions of employment and to establish working conditions for Frank Goodroe.

Whereas the City desires to secure and retain the professional services of Frank E. Goodroe; following an extensive recruitment and selection process; as City Manager for the City of West Branch;

WHEREAS, It is the desire of the City Council to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible to maintain full work productivity by assuring Employees' morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge the duties of the office of City Manager, due to age or disability or when the Employer may otherwise desire to terminate his employ; and

Whereas, Frank E. Goodroe desires to accept appointment and employment as the West Branch City Manager.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Goodroe agree as follows:

SECTION 1. DUTIES

- 1. The Council agrees to Employ Goodroe as its full time City Manager to perform all of the functions and duties specified in the City Charter and in accord with Michigan Public Act no. 207 of 1993, and all relevant City Ordinances and Resolutions and to perform whatever is legally permissible and proper functions and duties as the City Council from time to time may assign or delegate, Goodroe shall at all times faithfully, industriously and to the best of his ability, experiences and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this agreement and the direction of the Council; shall maintain regular office hours and an “ Open Door practice that is welcoming to City residents; City Employees and City leaders. And shall attend all regular and special council meetings and other City/Township/County meetings as requested by the Council or Mayor.**
 - a. Relationship to the Council- Mr. Goodroe specially understands that the City Council shall have the final authority and power to direct, control, or supervise the manner of Goodroe’s discharge of his duties through the City Council and as is consistent with the laws of the State of Michigan, the West Branch City Charter and this Agreement.**
 - b. Working Hours- The City Manager position is a full time, 24/7 exempt position. Normally this will consist of 40 hours per week, in addition to any and all additional work time reasonable required to discharge the duties and responsibilities of the office of City Manager. That said, the Manager will have flexibility in his work schedule, and will not have office opening or closing duties. The very nature of the position, requires that the Manager be visible throughout the Community, attend community events and community meetings, as the Administrative Representative for the City. Please note section 8 for additional details concerning hours of work.**

SECTION 2. TERMS- The term of this employment agreement shall be for a period of **THREE YEARS**. Commencing on June 3, 2019 thru June 3, 2022.

Goodroe's employment with the City shall commence on or before June 3, 2019. The terms and condition contained in the agreement will terminate on June 3, 2022 unless an addendum establishing a new duration of the terms and conditions set forth in the Agreement and Goodroe shall always be an at-will employee of the City.

Accordingly, this employment relationship may be terminated by the City Council at any time for cause, as set forth herein. If the City Council determines that it is not in the City's best interest to continue Goodroe's employment, it shall notify Goodroe of this intention with thirty (30) days written notice. Should the Council exercise this termination provision, the Council shall have the right and ability to place Goodroe on paid administrative leave for the remaining period of his employment with the City. If the City elects to not renew this Agreement for an additional term at the time of its expiration, the City Council shall notify Goodroe of this intent not less than ninety (90) days prior to the expiration of the Agreement or by March 1st of each year.

SECTION 3. TERMINATION AND SEVERANCE PAY

- a. **Resignation-** Goodroe may voluntarily resign from his employment at anytime and for any reason. If Goodroe provides thirty (30) days' notice, he shall be entitled to payment for accrued unused vacation, personal and sick leave days unless the parties otherwise agree in writing. If Goodroe resigns, he shall not be entitled to any severance pay as provided in subsection 4 (b) of this Agreement. A written resignation by the Goodroe must be filed with the City Clerk and the Mayor, during regular business hours, pursuant to the City Charter.
- b. **Severance Pay -** In the event that this agreement or Goodroe's employment is terminated by the City Council for any reason before the expiration of the aforesaid term of the Agreement and during such time that Goodroe is willing and able to perform the duties of City Manager, and the termination is not for misconduct as defined below, then in that event, the City agrees to pay Goodroe an amount equal to the lesser of SIX (6) months salary and benefits or the time it takes Goodroe to secure new employment. Goodroe shall also be compensated for accrued unused vacation, personal, and sick leave pursuant to the City Employee Handbook and the terms of this agreement and be entitled to health care benefits for the duration of this severance.

- c. **Unemployment Insurance and References-** The City agrees to allow for payment of any eligible unemployment claims that the Employee is entitled to. The City further acknowledges that differences of direction and performance goals may arise, and that the City will provide a positive or at least neutral reference, unless the discontinuing of services is the result of Cause.
- d. **Misconduct Defined.** Goodroe shall not be entitled to severance pay if the Council terminated his employment because of Goodroe's conviction for embezzlement of City funds; violation of the City Charter, City Ordinances, including any ethics provision that apply, including conviction of a felony or high misdemeanor, resulting in incarceration.
- e. **Employee Handbook.** Goodroe will be subject to all terms and conditions of the employment provisions in the City of West Branch employee handbook and or formally adopted personnel policies, as to all matters not specifically addressed in the Agreement.

SECTION 5. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of six successive weeks beyond accrued sick leave and all provisions for severance detailed in this Agreement.

SECTION 6. SALARY/COMPENSATION

For services rendered hereunder, The Employee shall receive an annual salary of Seventy One Thousand dollars (\$71,000) for the time period of June 3, 2019- thru June 3, 2020; and said salary to be re-negotiated annually, depending upon the outcome of an annual performance review, but not less then \$2,000 increase per year thereafter.

SECTION 7. PERFORMANCE EVALUATION and GOAL SETTING

The City Council will conduct an annual performance review and goal setting session. The Council shall annually, during the month of June, conduct an evaluation of Goodroe's job performance. The process, format, criteria, and the instrument design shall be mutually agreed upon by the Council and Mr. Goodroe.

The Mayor and Council agree to annually participate in a goal setting and planning exercise, which will serve as a guide for the Council, Planning Commission, City Employees, and community leaders, and provide guidance and direction for the City Manager and setting priorities.

The annual evaluation process includes the opportunity for the Council and Mr. Goodroe, to (1) conduct an initial formulary session in which the City Council and Goodroe will meet to discuss goal session, planning, and budget goals. (2) following the formulary meeting, the Council shall prepare a written evaluation, using a mutually agreed upon evaluation instrument of Goodroe's goals and objectives for the past and forthcoming year. The evaluation findings, shall be presented by the Mayor and the Mayor Pro-Tem to Mr. Goodroe as the Council's liaison; (3) Council and Mr. Goodroe, shall then meet and discuss the written evaluation of these goals and objectives, in either a closed session or open session, at the choosing of the Mayor and City Manager; (4) Council shall then present a written summary of the evaluation results to Goodroe within a reasonable period of time.

The Evaluation process should be a constructive exercise from a strength-based philosophy.

SECTION 8. HOURS OF WORK

The Manager agrees to be available on a round the clock basis, with the understanding that the nature of the position, requires that the Manager be visible and available in the community.

During a transitional period, Mr. Goodroe, has requested that during the period of June 3, 2019 thru September 15, 2019, that Fridays' be considered a flex day, while he tends to business affairs in Northport. That said, Mr. Goodroe will be in West Branch Sunday evening thru Thursday evening, and on occasional Friday's evenings to attend West Branch community events.

Mr. Goodroe will maintain regular contact with City Employees and City officials as the need arises, via email, Texting and telephonic communication. Should an emergency exist, the City Manager will coordinate Emergency management personnel.

Mr. Goodroe will maintain an open door and welcoming style of meeting with citizens City officials and city personnel. The Manager will not be considered part of the office staffing for the opening or closing hours of the City office.

SECTION 9. OUTSIDE ACTIVITIES

Employee shall not spend more than 10 hours per week, in teaching, counseling, consulting or other non- Employer connected business.

SECTION 10. RELOCATION ASSISTANCE AND RESIDENCY

In recognition that Council and the City believes that it is ideal that the City Manager maintain residency within the City Limits. To assist with the relocation expenses and the higher costs associated with City residency, The City agrees to provide a one-time relocation allowance, paid within 60 days of employment for the relocation and housing of the Employee in the amount of \$3,000. This is a base amount and will not require expense documentation.

Residency Stipend- In addition, to encourage that the employee maintain domicile in the City limits, the City agrees to provide a residency stipend annually after the first year in the amount of \$750.00.

SECTION 11. LEAVE- Vacation, Sick Leave, Personal, professional development, and Holiday leave

8.01 Holiday- The Employee will be eligible for paid holidays that all full time City employees are entitled. As of this writing the City offers 10 recognized holidays.

8.02 Vacation Pay- Leave days with pay shall be awarded to the Manager, on July 1st of each year, and will be entitled to the amount of 15 days of Vacation, based upon a length of service of 3 years. As of July 2020, the vacation schedule shall increase to 18 days. As of July 2019, the leave bank will be populated with 15 days of accrued vacation leave.

8.03 Personal Days- Full time employees are provided a compliment of four (4) personal days each July 1. For the Manager there will not be a waiting period for personal leave day use.

8.04 Sick Leave days- On July 1, the Employee will be entitled to being credited with 12 sick days annually.

SECTION 12. Insurances, LIFE, Health, dental, vision, short term and long-term disability

Health, Dental and Vision Insurance- Goodroe will be entitled to all insurance programs that full time City employees are eligible to receive. This will be single subscriber coverage. Should the Employee become eligible for Medicare coverage, then the health plan will serve as a supplement to Medicare A and B.

Goodroe shall be granted at minimum the insurance benefits enjoyed by all City non union employees including health, vision, dental, life insurance, worker's compensation, disability insurance and other insurances that may be instituted from time to time.

Life Insurance- through (Unum) Employee shall be entitled to a term life group policy for an amount that equals the annual salary. For example, this would be for \$71,000.

Long Term and Short-term disability coverage-

- a. Short term disability 31st day or the end of salary continuation, whichever is greater 67% max paid \$900.00
- b. Long Term Disability 90 days or date short term disability ends which ever is greater.

SECTION 13. RETIREMENT/ Pension

Retirement plans- MERS. Goodroe will be entitled to plan 10- for the City Manager: Open Division, with a 2.50% multiplier, and a three-year vesting period. The employee contribution shall be 4.70 % and COLA for future retiree shall be 2.50% non-compounded.

Deferred Compensation 457 plan- Goodroe will be entitled to a City match up to \$1,200 per year, through MERS or ICMA.

SECTION 14. Professional Development

The City recognizes that the City is a learning community and encourages the development and training enhancement opportunities for the City Council, Planning Commission, City department heads, and city personnel. The Council agrees to encourage its members to be active participants in the various state and county professional organization, such as MML, Planning Commissioner seminar, and those seminars and trainings that are available in the County or the

region. The professional development for department heads, such as the Clerk/treasurer, Deputy Clerk, Police Chief, law enforcement, DPW Director, Water and Waste licensed personnel for example, these employees should be encouraged to participate in critical training programs at the expense of the City. Funding should be appropriated in the individual department line items budgets.

a. Professional development- is understood to be a benefit to the City as well as the Employee. The City agrees to encourage and provide reasonable opportunity to develop and enhance his skills and abilities. The City agrees to bear reasonable expenses for the registration, travel, and expenses of Goodroe for professional meetings, official travel and attendance at conferences, institutes and seminars and other regional, state or local governmental groups. Any such expenses and meeting attendance must be submitted to the City Council for approval prior to incurring the expense.

b. Dues and Subscriptions- The City agree to pay the reasonable dues and subscriptions of Goodroe for his continuation and full participation in national, state and local associations and organizations, including, but not limited to ICMA, Michigan local government management association, MML, Chamber of Commerce and Michigan Downtown association, and the Michigan Economic developers Association.

c. Civic club membership- The City recognizes the desirability of representation in and before local civic and other organizations, and the Employee is authorized and encouraged to become a member of one civic service club upon the advice of the Mayor for which the City will pay all expenses.

d. Expenditures on the professional development benefits referenced in sub sections a, b and c above cannot exceed the annual budgets appropriations for such activities.

SECTION 16. General Expenses

a. Auto allowance- The City agrees to provide a monthly auto allowance for the use of the employee's personal vehicle in the amount of **\$250.00 per month**. The City shall reimburse Goodroe for necessary and reasonable travel expense (mileage over 50 miles) for necessary and reasonable travel at the standard IRS mileage reimbursement rate.

- b. Cell phone – The City agrees to provide a smart phone style cell phone for the City business use by the City Manager. This will include the ability to receive and send phone calls, TEXT messages, photos, and internet services. This will be part of the City service phone plan.
- c. Computer, Printer, Laptop, Business cards and letterhead- The City recognizes that this is a professional level position, and that the Manager needs to have the tools and equipment needed to perform his duties. The City will provide a desktop computer, multi-functional printer, lap top computer (At the Manager's request), personalized business cards and letterhead.

SECTION 17. INDEMNIFICATION- The City will defend, save harmless, and indemnify Goodroe against and tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as City Manager. Indemnification shall extend beyond his employment and the termination or expiration of this agreement, to provide full and complete protection of Goodroe by the City, as described herein, for any acts undertaken or committed in his capacity as City Manager.

SECTION 18. Bonding- The City shall bear full cost of any fidelity or other bonds required by the State of Michigan, MML insurance/liability program, and required to hold office as the City Manager.

SECTION 19. NO Reduction of Benefits- The City shall not at anytime during this agreement reduce the salary, compensation or financial benefits of the employee, except for unavoidable budgetary reasons.

SECTION 20. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- a. The text herein shall constitute the entire agreement between the parties;
- b. This agreement shall be binding upon the and inure to the benefits of the heirs t law and executors of the Employee;
- c. This agreement shall become effective upon acceptance by the West Branch City Council and signing by the parties.

In Witness WHEREOF, The City Council for the City of West Branch has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk/Treasurer; and Frank E. Goodroe, (Employee) has signed and executed this agreement, both in duplicate, the day and year first above written.

Honorable Paul Frechette

Mayor, City of WEST BRANCH

Dated

Attest:

John Dantzer

City Clerk/Treasurer

Dated

Frank E. Goodroe (Employee)

Dated



Municipal Employees' Retirement System of Michigan

1134 Municipal Way ♦ Lansing, MI 48917

517.703.9030 ♦ 800.767.2308 ♦ Fax: 517.703.9717

www.mersofmich.com ♦ benefitplancoordinators@mersofmich.com

You will find listed below all the employer contacts and their access that MERS currently has in our system. Please review this information and if there are changes needed, indicate the correct information in the box to the right of the incorrect information listed below. When completed, please email, fax, or mail it to MERS at the above contact information.

650501 - West Branch, City of Address Information

	MERS Current Information	Correct Information
Name of location	Main	
Street	121 N. Fourth St.	
P.O. Box		
City	West Branch	
State	MI	
Zip	48661-1217	

650501 - West Branch, City of Contact Information

Primary	MERS Current Information	Correct Information
Name	Frechette, Michelle	
E-mail	deputyclerktreasurer@westbranch.com	
Phone (area code and number)	(989) 345-0500	
Fax (area code and number)	(989) 345-4390	
Position title	Deputy Clerk-Treasurer	
Relationship role(s)**	Administrative Portal, Annual Valuations (email), ePayment, Finance, Primary, Reporting Portal, RHFV Investment Contact	
Contact address(s)	Main	

Human Resources	MERS Current Information	Correct Information
Name	Grace, Heather	
E-mail	citymanager@westbranch.com	
Phone (area code and number)	(989) 345-0500	
Fax (area code and number)	(989) 345-4390	
Position title	City Manager	
Relationship role(s)**	Authorized Contact, Authorized Signer, Highest Administrative Position, Human Resources	
Term of Office End		
Contact address(s)	Main	

	MERS Current Information	Correct Information
Name	Dantzer, John	
E-mail	clerktreasurer@westbranch.com	



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Phone (area code and number)	(989) 345-0500	
Fax (area code and number)	(989) 345-4390	
Position title	Clerk/Treasurer	
Relationship role(s)**	Administrative Portal, Annual Valuations (email), Authorized Signer, ePayment, MERS Qtrly Statement (email), Reporting Portal	
Contact address(s)	Main	
	MERS Current Information	Correct Information
Name	Frechette, Paul	
E-mail	mayorfrechette@gmail.com	
Phone (area code and number)	(989) 345-0500	
Fax (area code and number)		
Position title	Mayor	
Relationship role(s)**	Authorized Signer	
Contact address(s)	Main	
	MERS Current Information	Correct Information
Name	Lawrence, Denise	
E-mail	westbranchmayor@gmail.com	
Phone (area code and number)	(989) 345-0500	
Fax (area code and number)	(989) 345-4390	
Position title	Mayor	
Relationship role(s)**	Highest Board Seat	
Term of Office End		
Contact address(s)	Main	
Additional Contact		

** Valid Relationship roles include the following: Administrative Portal, Annual Valuations, Authorized Contact, Authorized Signer, ePayment, Finance, Human Resources, Quarterly Statement, Primary, RHFV Investment, and Reporting Portal.

*Please add/update a Highest Board Seat and Highest Administrative Position role (with term date) to receive MERS Special Communications. (Please contact MERS if any assistance is required.)



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Name	
E-mail	
Phone (area code and number)	
Fax (area code and number)	
Position title	
Relationship role(s)**	
Contact address(es)	

Additional Contact	
Name	
E-mail	
Phone (area code and number)	
Fax (area code and number)	
Position title	
Relationship role(s)**	
Contact address(es)	

For MERS Internal Use							
<input checked="" type="checkbox"/> DB	<input type="checkbox"/> DC	<input type="checkbox"/> HCSP	<input checked="" type="checkbox"/> RHFV	<input type="checkbox"/> ISP	<input type="checkbox"/> GLD	<input type="checkbox"/> 457	<input type="checkbox"/> Hybrid

<p>Authorization</p> <p>MERS is committed to respecting and protecting the privacy of its members, retirees, beneficiaries, and participating employers. For this reason MERS staff will not give out any information on your employees unless they are on this contact form.</p> <p>MERS uses all the administrative, procedural, physical, and electronic safeguards required to keep your valuable information safe from foreseeable threats and unauthorized use. MERS is constantly working to update and improve these safeguards to better serve you and provide you with security, now and in the future.</p> <p>MERS collects only the information necessary to administer the system and its benefits for the exclusive benefit of its members, retirees, beneficiaries and participating employers. We are dedicated to protecting personal information from unauthorized use and take every reasonable precaution to safeguard such information. We recommend that you encourage your employees and retirees to review statements and confirmations for accuracy.</p>
--

Authorized By (Signature)	Authorized By (Print Name)	Date (month/day/year)

** Valid Relationship roles include the following: Administrative Portal, Annual Valuations, Authorized Contact, Authorized Signer, ePayment, Finance, Human Resources, Quarterly Statement, Primary, RHFV Investment, and Reporting Portal.

*Please add/update a Highest Board Seat and Highest Administrative Position role (with term date) to receive MERS Special Communications. (Please contact MERS if any assistance is required.)

Approval of Minutes

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, MAY 6, 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, Mike Jackson, Ellen Pugh, Dan Weiler, and Cathy Zimmerman.

Absent: None

Other officers present: Interim City Manager/Clerk/Treasurer John Dantzer, Deputy Clerk/Treasurer Michelle Frechette, DPW Superintendent Mike Killackey, Police Chief Ken Walters, Ogemaw County Commissioner Bruce Reetz, and Planning Commission Chairman Robert David.

All stood for the Pledge of Allegiance and a moment of silence.

* * * * *

Mayor Frechette opened the public hearing at 6:02 pm to take comment on a USDA grant for a patrol car.

No one from the public wished to speak on the subject.

MOTION BY FRECHETTE, SECOND BY JACKSON, TO CLOSE THE PUBLIC HEARING AT 6:03 PM

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

No – None

Absent – None

Motion carried

* * * * *

County Commissioner Bruce Reetz gave a County update and invited all to the National Peace Officers' Memorial Day Service.

* * * * *

Chamber of Commerce Director Heather Neuhas gave an update of the events coming up. Heather had submitted permits for the July 4th Parade, Christmas Parade and the fall light pole decorating for approval.

MOTION BY BENNETT, SECOND BY PUGH, TO ALLOW THE CHAMBER OF COMMERCE TO HOLD THE PARADES AND LIGHT POLE DECORATING CONTEST.

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

No – None

Absent – None

Motion carried

* * * * *

Discussion on the asphalt bids for 250 square feet and less / patches only.

MOTION BY WEILER, SECOND BY BENNETT, TO AWARD THE ASPHALT BID TO HODGINS ASPHALT

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

No – None Absent – None Motion carried

* * * * *

Discussion on mowing bids, only one bid received. Same as last year, no issues with the company.

MOTION BY PUGH, SECOND BY JACKSON, TO AWARD THE MOWING BID TO NORTHERN MOW AND TRIM

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

No – None Absent – None Motion carried

* * * * *

Discussion on City Hall window replacement as part of the energy grant. Have \$16,040.15 in grant monies to use. Received a bid from Fransee. Dantzer to go in depth with Fransee to review the windows and doors to be replaced under the grant.

MOTION BY BENNETT, SECOND BY JACKSON, TO AWARD THE WINDOW AND DOOR REPLACEMENT BID NOT TO EXCEED \$16,040.15 TO FRANSEE.

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

No – None Absent – None Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY JACKSON, TO PAY BILLS IN THE AMOUNT OF \$113,416.29.

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

No – None Absent – None Motion carried

* * * * *

Discussion on the Memorial Day parade special event permit application. To be held on Memorial Day, at 11:00am. Line up at Houghton Ave and N 2nd St and ending at the Veterans Memorial on Houghton Ave and N 8th St.

MOTION BY FRECHETTE, SECOND BY BENNETT, TO ALLOW THE MEMORIAL DAY PARADE

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

No – None

Absent – None

Motion carried

* * * * *

Discussion on the proposed Cell Phone Policy drafts. Dantzer presented an MML draft and a reworked internal draft. Council reviewed both drafts.

MOTION BY BENNETT, SECOND BY PUGH, TO ADOPT THE REWORDED INTERNAL VERSION OF THE CELL PHONE POLICY.

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

No – None

Absent – None

Motion carried

* * * * *

A resolution was submitted by Interim Manager Dantzer to approve a bond issuance for water infrastructure replacement on Fairview and Valley Streets that will coincide with the road reconstruction.

**RESOLUTION 19-09 AUTHORIZING ISSUANCE OF
CAPITAL IMPROVEMENT BOND, SERIES 2019
(LIMITED TAX GENERAL OBLIGATION)**

**City of West Branch
County of Ogemaw, State of Michigan**

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

PRESENT: Members Mayor Paul Frechette, Council Members Joanne Bennett, William Ehinger, Mike Jackson, Ellen Pugh, Dan Weiler, Cathy Zimmerman

ABSENT: Members None

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

WHEREAS, the City does hereby determine that it is necessary to pay all or part of the costs of replacing a water main in the City, including associated fire hydrants, valves and service lines, together with all related appurtenances and attachments thereto (the "Project"); and

WHEREAS, to finance the cost of the Project, the City Council deems it necessary to borrow the principal amount of not to exceed Two Hundred Twenty Thousand Dollars (\$220,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay the cost of the Project; and

WHEREAS, a notice of intent to issue capital improvement bonds was published in accordance with Act 34 which provides that the bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and as of this date no petition has been filed with the City Clerk; and

WHEREAS, the City has received an offer, attached hereto as Exhibit A, and made a part hereof, to purchase the bonds from Mercantile Bank of Michigan (the "Purchaser"); and

WHEREAS, the City Council has determined that it is in the best interests of the City to accept the offer of the Purchaser to purchase the bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bond; Bond Terms. A bond of the City designated CAPITAL IMPROVEMENT BOND, SERIES 2019 (LIMITED TAX GENERAL OBLIGATION) (the "Bond") is authorized to be issued in the principal amount of Two Hundred Twenty Thousand Dollars (\$220,000) for the purpose of paying all or part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Bond.

The Bond shall consist of a single non-convertible bond in fully-registered form, in the original denomination equal to the par amount thereof, payable as provided in Exhibit B attached hereto and made a part hereof. The Bond shall be dated as of the date of delivery or such other date as determined by Mayor, City Clerk, Treasurer or City Manager/Finance Director (each, an "Authorized Officer"). The Bond shall be subject to optional redemption prior to maturity as provided in Exhibit B. The Bond shall bear interest at a rate shown in Exhibit B, first payable on May 15, 2020 and annually thereafter. Interest on the Bond shall be payable on each interest payment date to the registered owner of record as of the first (1st) day of the month prior to the related interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable by check or draft drawn by the Transfer Agent (as hereinafter defined) and mailed to the registered owner at the registered address as shown on the registration books of the City maintained by the Transfer Agent. The principal of the Bond shall be payable by the City.

The Treasurer of the City is hereby appointed to act as the initial bond registrar, paying agent and transfer agent for the Bond (the "Transfer Agent"). Alternatively, if required by the Purchaser, any Authorized Officer may appoint a bank or trust company to serve as Transfer Agent for the Bond. The City reserves the right to replace the Transfer Agent at any time provided

written notice of such replacement is given to the registered owners of record of the Bond not less than sixty (60) days prior to any interest payment date.

The Bond shall be subject to redemption as provided on Exhibit B. Notice of redemption shall be given to the registered owner of any Bond called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record.

2. Execution of the Bond. The Bond shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bond. No Bond signed by facsimile signature shall be valid until authenticated by an authorized officer or representative of the Transfer Agent.

3. Transfer of the Bond. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. If a Bond shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of the Bond. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bond. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bond and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The Treasurer is authorized and directed to open a depository account with a bank or trust company, or create a separate account on the books of the City, designated by the City Council, to be designated 2019 CAPITAL IMPROVEMENT BOND DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bond as the same become due and payable.

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

securities deposited in trust and the interest and gains thereon and to transfer and exchange Bond as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The Treasurer is authorized and directed to open a separate depository account with a bank or trust company or to create a separate account on the books of the City, to be designated 2019 CAPITAL IMPROVEMENT BOND CONSTRUCTION FUND (the "Construction Fund") and deposit into said Construction Fund the proceeds of the Bond, less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Project and the costs of issuance of the Bond.

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

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

R-1

UNITED STATES OF AMERICA

STATE OF MICHIGAN

COUNTY OF OGEMAW

CITY OF WEST BRANCH

CAPITAL IMPROVEMENT BOND, SERIES 2019
(LIMITED TAX GENERAL OBLIGATION)

Interest Rate
3.15%

Maturity Date
May 15, 2029

Date of Original Issue
May 15, 2019

REGISTERED OWNER: Mercantile Bank of Michigan

PRINCIPAL AMOUNT: Two Hundred Twenty Thousand Dollars

The City of West Branch, County of Ogemaw, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on May 15, 2020 and annually thereafter. Principal of this bond is payable by the

Treasurer of the City or such other paying agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the first (1st) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed by the Transfer Agent to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is a single, fully-registered, non-convertible bond in the principal amount of \$220,000, issued pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and a resolution duly adopted by the City Council of the City for the purpose of paying all or part of the cost of constructing certain capital improvements for the City.

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

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

This bond matures on May 15, 2029 as a term bond, subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below at a redemption price equal to the principal amount thereof, without premium, together with interest thereon to the redemption date as set forth in the following schedule:

Term Bond due May 15, 2029

<u>Redemption Dates</u>	<u>Principal Amount</u>
May 15, 2020	\$19,004.71
May 15, 2021	\$19,630.93
May 15, 2022	\$20,257.89
May 15, 2023	\$20,904.88
May 15, 2024	\$21,560.26
May 15, 2025	\$22,261.11
May 15, 2026	\$22,972.07
May 15, 2027	\$23,705.74
May 15, 2028	\$24,458.50
May 15, 2029 (maturity)	\$25,243.91

In case less than the full amount of this bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of

the original bond not called for redemption.

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

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

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

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

CITY OF WEST BRANCH
County of Ogemaw
State of Michigan

By: _____
Its: Mayor

(SEAL)

By: _____
Its: City Clerk

7. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than ten (10) years.
8. Negotiated Sale. The City Council has considered the option of selling the Bond through a competitive sale and a negotiated sale, and, pursuant to the requirements of Act 34 and upon the advice of the City's Financial Advisor, hereby determines that a negotiated sale of the Bond will result in the most efficient and expeditious means of selling the Bond and will result in the lowest interest cost to the City.
9. Placement of Bond. The offer of the Purchaser to purchase the Bond for its loan portfolio, attached hereto as Exhibit A, is hereby accepted and approved. The Authorized Officers are each individually authorized and directed to supplement this resolution through execution of a Sale Order, if necessary, and take such actions as are necessary or convenient to effectuate the terms of the term sheet and the issuance of the Bond on behalf of the City all in accordance with this resolution.
10. Adjustment of Bond Terms. Each Authorized Officer is hereby authorized to adjust the final Bond details to the extent necessary or convenient to complete the transaction authorized in this resolution, and in pursuance of the foregoing are each authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, designation of series, and other matters, all subject to the parameters established in this resolution.
11. Tax Covenant; Qualified Tax Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bond from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, (the "Code") including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds, and to prevent the Bond from being or becoming "private activity bonds" as that term is used in Section 141 of the Code. The Bond is hereby designated as a "qualified tax exempt obligation" for purposes of deduction of interest expense by financial institutions pursuant to the Code.
12. Authorization of Other Actions. Each Authorized Officer are individually authorized to take all other actions, to execute all such documents and certificates, and make such other filings with the Michigan Department of Treasury or with other parties, as are necessary or advisable in order to effectuate the sale and delivery of the Bond to the Purchaser as contemplated by this resolution
13. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby confirmed as bond counsel for the Bond, notwithstanding periodic representation in unrelated matters of the Purchaser and other parties or potential parties to the transaction contemplated by this

resolution.

14. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members Mayor Paul Frechette, Council Members Joanne Bennett, William Ehinger, Mike Jackson, Ellen Pugh, Dan Weiler, Cathy Zimmerman

NAYS: Members None

RESOLUTION DECLARED ADOPTED.

MOTION BY BENNETT, SECOND BY JACKSON, TO ADOPT RESOLUTION 19-09

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY BENNETT, TO APPROVE THE MINUTES AND SUMMARY FROM THE MEETING HELD APRIL 15, 2019, AS WELL AS THE MINUTES OF THE SPECIAL MEETING HELD APRIL 26, 2019 AND APRIL 27, 2019.

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY ZIMMERMAN, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY, THE MINUTES FROM THE AIRPORT BOARD MEETING HELD MARCH 20, 2019, AND THE MINUTES FROM THE FIRE BOARD MEETING HELD JANUARY 15, 2019

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

No – None

Absent – None

Motion carried

* * * * *

Discussion on various communications.

Mayor Frechette stated that Frank Goodroe stopped in and is working on a proposed contract.

Bennett gave kudos to Mike Killackey and the Public Works Department.

Ehinger stated that he has been receiving calls on the water/sewer bills. Good job on the brush cleanup. Told people to take a drive and look at what's happening to the trees west of town.

Pugh stated that the MML Core Class was very informative.

Zimmerman also stated that it was a good conference, said all should reread the Charter. Reminded everyone that Council should be working on finding businesses to fill the vacant storefronts downtown and to shop local.

Dantzer discussed a Recycle Grant Award that we received. The City will receive \$7,500 with a 25% match. The plan is to replace the shed and make it larger in order to accommodate larger items. The City's match fee will be the annual fees for recycling that we already pay.

Dantzer also brought up a logo idea for the empty wall in the Council Chamber using the new branding logos. Council asked to remove the up north down home slogan and to check locally before ordering.

Killackey stated that the USDA truck grant is moving forward and that the road project is going well.

Pete Fabbri addressed the Council to request a change to the City's Special Event Permits. Discussion on the stipulation regarding the liability section.

MOTION BY ZIMMERMAN, SECOND BY FRECHETTE, TO STRIKE OUT THE LIABILITY SECTION ON THE SPECIAL EVENT PERMITS AND TO REVIEW HOLD HARMLESS WORDING WITH THE MML

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

No – None

Absent – None

Motion carried

* * * * *

Mayor Frechette thanked Briana Tierney, Teagan Agren, Mallory Schleider and Matthew Pyszora from Surline for attending.

* * * * *

Mayor Frechette adjourned the meeting at 6:59pm.

Consent Agenda

CASH SUMMARY BY BANK FOR WEST BRANCH
 FROM 05/01/2019 TO 05/31/2019

Bank Code Fund	Description	Beginning Balance 05/01/2019	Total Debits	Total Credits	E Ba 05/31/
GEN1	GEN1 - GENERAL CHECKING				
101					
150	CEMETERY PERPETUAL CARE	683,554.83	47,148.97	98,728.50	631,97
209	CEMETERY FUND	20,558.38	0.00	0.00	20,55
248	DDA OPERATING FUND	10,973.57	436.01	1,304.27	10,10
251	INDUSTRIAL PARK FUND	57,913.38	0.00	2,498.18	55,41
276	HOUSING RESOURCE FUND	7,904.87	0.00	199.17	7,70
318	SEWER DEBT FUND	202,750.41	526.21	0.00	203,27
319	WATER DEBT FUND	272,935.60	12,307.64	1,136.58	284,10
571	COLLECTION REPLACEMENT FUND	66,144.96	3,236.66	251.25	69,13
572	PLANT REPLACEMENT FUND (R&I)	30,922.91	0.00	0.00	30,92
590	SEWER FUND	8,995.35	9.79	0.01	9,00
591	WATER FUND	240,106.29	45,250.96	27,150.70	258,20
592	WATER REPLACEMENT FUND	199,233.96	21,359.10	11,216.92	209,37
593	SEWER COLLECTION	282,389.15	0.00	0.00	282,38
661	EQUIPMENT FUND	64,061.63	2,860.17	3,562.96	63,35
704	PAYROLL CLEARING	173,622.66	5,887.68	23,322.98	156,18
705	IRONS PARK ENTERTAINMENT FUND	(6.78)	36,577.07	36,577.07	(6
707	YOUTH SAFETY PROGRAM	4,558.72	0.00	0.00	4,55
714	RECYCLING CENTER	1,514.73	3,000.00	0.00	4,51
		7,530.86	903.00	0.00	8,433
	GEN1 - GENERAL CHECKING	2,335,665.48	179,503.26	205,948.59	2,309,220
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND				
203	LOCAL STREET FUND	573,890.31	48,939.47	7,264.62	615,565
		371,582.45	10,926.00	570.38	381,938
	MAJOR/ LOCAL STREETS	945,472.76	59,865.47	7,835.00	997,503
PAY	PAYROLL				
704	PAYROLL CLEARING	12,884.31	36,577.07	34,021.60	15,439
	PAYROLL	12,884.31	36,577.07	34,021.60	15,439
CHEM	SAVINGS				
101					
150	CEMETERY PERPETUAL CARE	436,071.34	0.00	0.00	436,071
251	INDUSTRIAL PARK FUND	1,680.63	0.00	0.00	1,680
571	COLLECTION REPLACEMENT FUND	20,883.90	0.00	0.00	20,883
591	WATER FUND	2,378.54	0.00	0.00	2,378
592	WATER REPLACEMENT FUND	26,224.66	0.00	0.00	26,224
593	SEWER COLLECTION	19,618.84	0.00	0.00	19,618
661	EQUIPMENT FUND	784.16	0.00	0.00	784
714	RECYCLING CENTER	103,359.16	0.00	0.00	103,359
		1,048.12	0.00	0.00	1,048
	SAVINGS	612,049.35	0.00	0.00	612,049
TAX	TAXES				
701	TAX AGENCY	1,146.47	0.00	0.00	1,146
	TAXES	1,146.47	0.00	0.00	1,146
	TOTAL - ALL FUNDS	3,907,218.37	275,945.80	247,805.19	3,935,358.9

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
 FROM 05/01/2019 TO 05/31/2019
 FUND: ALL FUNDS
 INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 05/01/2019	Total Debits	Total Credits	Ending Balance 05/31/2019
Fund 101					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	150,000.00	0.00	0.00	150,000.00
		<hr/> 250,000.00	<hr/> 0.00	<hr/> 0.00	<hr/> 250,000.00
Fund 150 CEMETERY PERPETUAL CARE					
004.300	CERTIFICATE OF DEPOSIT C	114,701.74	0.00	0.00	114,701.74
004.400	CERTIFICATE OF DEPOSIT D	115,271.06	0.00	0.00	115,271.06
	CEMETERY PERPETUAL CARE	<hr/> 229,972.80	<hr/> 0.00	<hr/> 0.00	<hr/> 229,972.80
Fund 251 INDUSTRIAL PARK FUND					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	INDUSTRIAL PARK FUND	<hr/> 200,000.00	<hr/> 0.00	<hr/> 0.00	<hr/> 200,000.00
Fund 661 EQUIPMENT FUND					
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	EQUIPMENT FUND	<hr/> 250,000.00	<hr/> 0.00	<hr/> 0.00	<hr/> 250,000.00
	TOTAL - ALL FUNDS	<hr/> 929,972.80	<hr/> 0.00	<hr/> 0.00	<hr/> 929,972.80



West Branch Police Department

Chief Kenneth W. Walters

130 Page St.

West Branch, Michigan 48661

Phone: 989-345-2627 Fax: 989-345-0083

E-mail: police@westbranch.com

5/6/2019

Honorable Mayor and Council,

This is the April month end report. The department handled 115 complaints for the month and further made five felony arrests and two misdemeanor arrests.

On 4/29 all department personnel attended training that was funded through grant funds. Officers completed the TECC (Tactical Emergency Casualty Care) program. The program is focused on treatment of wounds that without immediate care, would result in death. I feel the program was extremely beneficial in self-aide, but most importantly in our continued evolution and preparedness for a mass casualty event.

We are gearing up for our Bicycle Safety Program in May currently. Thus far, we have received \$2,320 in donations. I have further been notified that a Community Safety grant that I had applied for, has been approved. We are just waiting for the total awarded amount and release of funds. I anticipate the award to be between \$4,000 to \$5,000. In addition to bicycle safety, these funds will help fund our Halloween Safety and Shop with a Cop programs.

Respectfully,

A handwritten signature in black ink, appearing to be "K. Walters", written over a horizontal line.

Chief Kenneth W. Walters

The West Branch Community Airport Board met on this date in the Conference Room, West Branch Community Airport Terminal, West Branch, Michigan. The meeting was called the meeting to order at 12:02 p.m. by Terry Hodges.

Present: Craig Scott, Mike Jackson, Brad Neubecker, Terry Hodges, Bill Ehinger, John Dantzer, and Gary Klacking. Also in attendance were Ben Evergreen, W. B. Airport Manager, Jeff Short and Mead & Hunt Airport Consultant representatives.

Motion by Scott, second by Neubecker, the minutes of the March 20, 2019 meeting be approved as presented. Voice vote. Ayes – all. Motion carried. [4-1-#1]

Ben Evergreen, Airport Manager, gave the financial report. The combined account balance is \$232,842.84. Ben stated we are in good financial condition for this time of year. All airport financial accounts have been moved to Chemical Bank.

Motion by Scott, second by Neubecker, claims in the amount of \$11,841.51 be approved for payment. The airport financial report is also approved as presented by Airport Manager, Ben Evergreen. Voice vote. Ayes – all. Motion carried. [4-1-#2]

Mead & Hunt, Airport Consultants, discussed work has been done related to the tree removal project. MDOT concurs with our plans. Contract specifications were reviewed. Stephanie reviewed the “user survey” questions with the board. The information gleaned from the surveys is what was expected. Various aspects of the user survey were explained. The airport runway is in good condition.

Consequently, the pavement condition index report was reviewed. Our airport runway condition is rated as 69. The timeline for a runway rehabilitation project was discussed.

The proposed hangar construction project can actually begin to be implemented this summer. Using airport hangar funds can fast track the hangar construction project. **Motion by Hodges, second by Scott, work on the airport hangar construction project is approved to begin at this time. Voice vote. Ayes – all. Motion carried. [4-1-#3]**

Motion by Hodges, second by Jackson, to pay the Mead & Hunt airport consultant invoice in the amount of \$10,498.85. Voice vote. Ayes – all. Motion carried. [4-1-#4]

There being no further business to transact, chairman Hodges adjourned the meeting at 2:00 p.m.

Minutes by Gary R. Klacking
Board Secretary

Offense Count Report

Report Criteria:

Start Offense	End Offense		
01000	99009		
APRIL 2019	TOTAL 2019	TOTAL 2018	TOTAL 2017
04/01/2019-04/30/2019	01/01/2019-04/30/2019	01/01/2018-12/31/2018	01/01/2017-12/31/2017

Offense	Description	APRIL 2019	TOTAL 2019	TOTAL 2018	TOTAL 2017
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	1	1
11004	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0	2
11007	SEXUAL CONTACT FORCIBLE CSC2	0	0	1	1
11008	SEXUAL CONTACT FORCIBLE CSC4	0	0	5	4
12000	ROBBERY	0	0	0	1
13001	NONAGGRAVATED ASSAULT	0	4	15	18
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	1	2
13003	INTIMIDATION/STALKING	1	3	2	2
22001	BURGLARY - FORCED ENTRY	0	1	4	3
22002	BURGLARY - ENTRY W/OUT FORCE/INTENT	0	0	1	0
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	1	2
23003	LARCENY - THEFT FROM BUILDING	0	0	7	3
23005	LARCENY - THEFT FROM MOTOR VEHICLE	0	7	2	1
23007	LARCENY - OTHER	0	3	10	9
24001	MOTOR VEHICLE THEFT	0	0	1	0
25000	FORGERY/COUNTERFEITING	0	0	0	1
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	0	1
26002	FRAUD - CREDIT CARD/ATM	0	1	2	0
26006	FRAUD - BAD CHECKS	0	0	2	1
27000	EMBEZZLEMENT	0	0	1	1
29000	DAMAGE TO PROPERTY	1	3	10	8
30002	RETAIL FRAUD - THEFT	0	0	8	12
35001	VIOLATION OF CONTROLLED SUBSTANCE	0	1	3	7
36004	SEX OFFENSE - OTHER	0	0	4	0
37000	OBSCENITY	0	0	0	1
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	1	1
38002	FAMILY - NONSUPPORT	0	0	1	0
38003	FAMILY - OTHER	0	0	1	0
41002	LIQUOR VIOLATIONS - OTHER	0	0	0	1
42000	DRUNKENNESS	0	0	2	2
48000	OBSTRUCTING POLICE	0	0	1	0
50000	OBSTRUCTING JUSTICE	4	12	65	69
53001	DISORDERLY CONDUCT	1	2	1	3
53002	PUBLIC PEACE - OTHER	0	0	0	1
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	1	5	9	10
54002	QUIL OR OUID	2	3	7	7
54003	DRIVING LAW VIOLATIONS	2	8	37	51
55000	HEALTH AND SAFETY	1	14	38	40
57001	TRESPASS	1	1	6	3
58000	SMUGGLING	0	1	0	0
70000	JUVENILE RUNAWAY	0	1	1	2
70004	Juvenile Issues	0	0	1	1
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	2	2	8
90001	Vehicle Lockouts	15	43	112	133
90002	Motorist Assists	2	12	29	21
90003	Assist E.M.S.	19	64	146	167

Offense Count Report

Report Criteria:

Start Offense	End Offense		
01000	99009		
APRIL 2019	TOTAL 2019	TOTAL 2018	TOTAL 2017
04/01/2019-04/30/2019	01/01/2019-04/30/2019	01/01/2018-12/31/2018	01/01/2017-12/31/2017

Offense	Description	APRIL 2019	TOTAL 2019	TOTAL 2018	TOTAL 2017
90005	City Ordinance Violations	3	9	37	16
90006	Prisoner Transports	0	0	0	1
90007	Parking Complaints	0	1	1	7
90008	ANIMAL COMPLAINTS	2	3	13	17
90009	Maplewood Manor Alarm / Criminal History Checks	0	0	1	0
91001	Delinquent Minors	0	0	9	15
91002	Runaway	0	0	0	2
91004	Abandoned Vehicle	1	1	0	5
92003	Walk Away (Ment. & Host.)	0	1	3	2
92004	Insanity	4	9	11	15
93001	PROPERTY DAMAGE ACCIDENT/PI	0	17	45	43
93002	Accident, Non-Traffic	0	4	17	14
93004	Parking Violations	0	0	1	0
93006	Traffic Policing	0	5	11	6
93007	Traffic Safety Public Relations	0	4	8	0
93008	Inspections/Investigations -Breathalyzer	0	1	4	2
94001	Valid Alarm Activations	0	0	3	2
94002	False Alarm Activations	13	34	59	74
95001	Accident, Fire	0	2	3	3
95003	Inspection, Fire	0	3	0	0
95004	Hazardous Condition	1	2	9	0
97001	Accident, Traffic	0	0	0	1
97003	Accident, Other Shooting	0	0	0	1
97006	Accident, All Other	0	1	0	0
98003	Inspections/Investigations -Property	0	2	5	9
98004	Inspections/Investigations -Other	0	1	2	1
98006	Civil Matters/Family Disputes	4	16	47	58
98007	Suspicious Situations/Subjects	12	41	168	182
98008	Lost/Found Property	2	5	16	17
98009	Inspections/Investigations -Drug Overdose	0	1	1	0
99001	Suicide	1	1	1	1
99002	Natural Death	2	3	1	4
99003	Missing Persons	0	0	1	2
99007	PR Activities	0	0	17	14
99008	General Assistance	17	65	287	234
99009	General Non-Criminal	3	10	23	28
Totals:		115	433	1345	1377

REGULAR MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY
HELD IN THE MEETING ROOM OF THE WEST BRANCH POLICE DEPARTMENT, 130 PAGE
STREET, TUESDAY, MARCH 26, 2019.

Chair Fabbri called the meeting to order at 12:00 pm.

Present: Joe Clark, Samantha Fabbri, Autum Hunter, Sandy Rabidue, Erin Resteiner, Ken
Walters, Cathy Zimmerman, Joanne Bennett

Absent: Mike Cozad

Others present: Mike Killackey Superintendent of Public Works

* * * * *

**MOTION BY RABIDUE, SECOND BY FABBRI, TO APPROVE THE MINUTES FROM
THE MEETING HELD FEBRUARY 26, 2019.**

Yes – Clark, Fabbri, Hunter, Rabidue, Resteiner, Walters, Zimmerman

No – None

Absent – Bennett, Cozad

Motion carried

* * * * *

**MOTION BY ZIMMERMAN, SECOND BY BENNETT, TO APPROVE THE INVOICE
FROM INK & THREAD LLC FOR \$9.00.**

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

No – None

Absent – Cozad

Motion carried

* * * * *

**MOTION BY RABIDUE, SECOND BY HUNTER TO APPROVE THE ANNUAL
MERCHANTS INVOICE OF \$7,500 AND BINDER AND COPY CHARGES FROM
OFFICE CENTRAL \$144.84.**

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

No – None

Absent – Cozad

Motion carried

* * * * *

Discussion on John Iacoangeli and progress on the Development Plan and an email from the
Historical Preservation.

Discussion on the wooden trash can enclosures around town, looking pretty bad. About 10 downtown that look bad. Get the total and discuss the possibility of getting new ones.

Hunter stated that Bubbles & Burritos will be opening April 1. Hospice moved out of the downtown. Something new is going into the comic book store.

Rabidue paver blocks are starting to pop up and crumble.

Walters stated that per the bylaws, an annual meeting in or around March for election of officers and strategic planning and budget planning and that we are meeting in March now.

November officer appointments expire March 30 and are Fabbri – Chair, Clark – Vice-Chair, Rabidue – Treasurer and Dantzer – Secretary.

Discussion on if this meeting was posted and the Annual meeting or not.

MOTION BY ZIMMERMAN, SECOND BY CLARK, THAT ALL OFFICER APPOINTED SEATS REAMIN THE SAME WITH A NEW EXPIRATION DATE OF MARCH 2020.

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

No – None

Absent – Cozad

Motion carried

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Walters discussion on Mary Bickell and Ken meeting with Grange on the Rodeo. \$7,500 grant to go towards the rodeo from Consumers. Bringing in bleachers for \$2,500. Maybe adding a concert – have to use the grant money.

Discussion on another grant from AARP for another project in conjunction with the old laundromat – the City owns that now. Have a demo grant from MI Land Bank for the demo, curb and sidewalk. Possible sitting area.

Discussion on logos. Final rendering will be coming soon.

Discussion on flags. Rabidue had gotten the flags from one of her vendors and the DDA paid for them. Possible of it being a shared expense this year. Maybe hold off a bit because Kelli is working on the Veterans banner program. Maybe changing to a different type of banner using brackets.

Rabidue to work with Mike to get costs on different types of flags. Fabbri is open to doing a shared cost (50/50) with the City for American flags.

Discussion on showmobile insurance and reservation policy. Quality Inn reserved it for \$200. Need to inform Emil that if it cost more than \$200 it will be invoiced to Quality Inn.

Possibly \$200 plus \$100 per hour for setup and take down, etc. Work on rewriting the reservation policy and fees.

Member Zimmerman left at 12:55pm.

Discussion on John working on the compliance and website. One email dda@westbranch.com if that meets the regulations or individual ones if needed (waltersdda@westbranch.com). Need more info.

Discussion on actual Board terms expiring. Have John review and let the Board know.

Discussion on prioritizing projects. Put projects into a high/medium/low priority scale. Have everyone look over projects and make notes and get results back to Fabbri by next week. High – 1 – 5 years, medium - 6-10 years and low - over 10 years. Also work on accomplishment list.

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MOTION BY FABBRI, SECOND BY HUNTER, TO MARY TO GO FORWARD WITH THE AARP COMMUNITY CHALLENGE GRANT.

Yes – Clark, Fabbri, Hunter, Rabidue, Resteiner, Walters, Bennett

No – None

Absent – Cozad, Zimmerman

Motion carried

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Discussion on the church wanting to plant flowers again around memorial weekend. Rabidue will get a quote on the flowers again this year and quote on flowers for the planters. Discussion on the pocket park and the various planters around. The tree pavers are crumbling very bad. Discussion on filling the areas with mulch versus flowers – giving the businesses an option. Mike will remove the greens from the planters.

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Chair Fabbri adjourned the meeting at 1:15 pm.

Communications

Reports

Mayor

Council

City Manager

**Public
Comment
-Any
Topic**

Adjournment