

-- 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, MAY 4, 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 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. Scheduled matters from the floor
- V. Public Hearing
- VI. Additions to the agenda
- VII. Public Comment on Agenda Items Only (limited to 3 minutes)
- VIII. Bids
- IX. Unfinished Business
- X. New Business
 - A. Bills
 - B. Resolution 20-10 - Tipsy Bear Sidewalk Café request
 - C. Approval of Resolution 20-11 Sale of City Lot
 - D. Approval of Resolution 20-12 Refund of deposit
 - E. City wide garage sales
 - F. Schedule of public hearing for budget
 - G. Police staffing

- H. Water/sewer budget shortfall
- I. Draft Budget
- XI. Approval of the minutes and summary from the meetings held April 20, 2020.
- XII. Consent Agenda
 - A. Treasurers report and investment summary
 - B. Minutes of the DDA meeting held February 25, 2020
- XIII. Communications
 - A. Charter Cable Lineup change
- XIV. Reports and/or comments
 - A. Mayor
 - B. Council
 - C. Manager
 - 1. Brownfield Redevelopment update
- XV. Public comment any topic
- XVI. Adjournment

UPCOMING MEETINGS-EVENTS

May 11 Special City Council meeting – public hearing on budget 6:00 pm
May 18 City Council meeting 6:00 pm
June 1 City Council meeting 6:00 pm
July 15 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

Unfinished Business

New Business

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

BILLS	\$63,588.77
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<i>BILLS AS OF 4/30/20</i>	<i>\$63,588.77</i>
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<i>Additions to Bills as of</i>	<i>\$0</i>
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<i>Paid but not approved</i>	<i>\$302.00</i>
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TOTAL BILLS

\$63,890.77

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

Vendor Name	Amount	Description
ADVANCED CHEMICAL & SUPPLY INC	79.02	WWTP SUPPLIES
AIS CONSTRUCTION EQUIPMENT	887.94	#28 & 14
ARNOLD SALES	64.82	DPW SUPPLIES
BADGER METER	584.73	CELLULAR SERVICE APRIL
CONSUMERS ENERGY	21.02	ELECTRIC
DLL FINANCIAL SERVICES INC	70.08	POLICE COPIER
ELECTION SOURCE	1,313.50	ELECTION SUPPLIES
GALLS LLC	204.66	POLICE SUPPLIES
GOODROE, FRANK E	93.46	REIMBURSEMENTS
HACH COMPANY	744.65	WWTP SUPPLIES
KERR PUMP AND SUPPLY	583.00	WWTP PARTS
LIFELOC TECHNOLOGIES	1,080.00	POLICE SUPPLIES
MEDLER ELECTRIC CO	86.17	WWTP SUPPLIES
MERS OF MICHIGAN	19,639.89	RETIREMENT APRIL
NEMCOG	5,250.00	GIS TRAINING FINAL
NEMCOG	4,782.97	MASTER PLAN & ZONING ORDINANCE FINAL
OGEMAW COUNTY HERALD ADLINER	170.16	ADS
OGEMAW FIRE DEPARTMENT	26,984.00	ANNUAL BUDGETED AMOUNT
QUILL CORPORATION	139.54	SUPPLIES
TRACTOR SUPPLY CREDIT PLAN	29.98	VARIOUS SUPPLIES
WEST BRANCH AUTOMOTIVE	52.70	VARIOUS SUPPLIES
WEST BRANCH GREENHOUSE	520.00	DDA EVERGREENS
WEST BRANCH NAPA AUTO TRUCK	104.84	VARIOUS SUPPLIES
WEST END DISTRIBUTING	101.64	DPW SUPPLIES
TOTAL	63,588.77	



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

SIDEWALK CAFÉ PERMIT APPLICATION

Property Owner: Alfredo E. Garcia

Mailing address: 5370 Wildwood Rd Alger, MI 48610

Phone Number: 989-245-3102

Project Address: 503 W Houghton Ave West Branch, MI 48661

Please include a site sketch as per the included instructions.

Applicant Signature: 

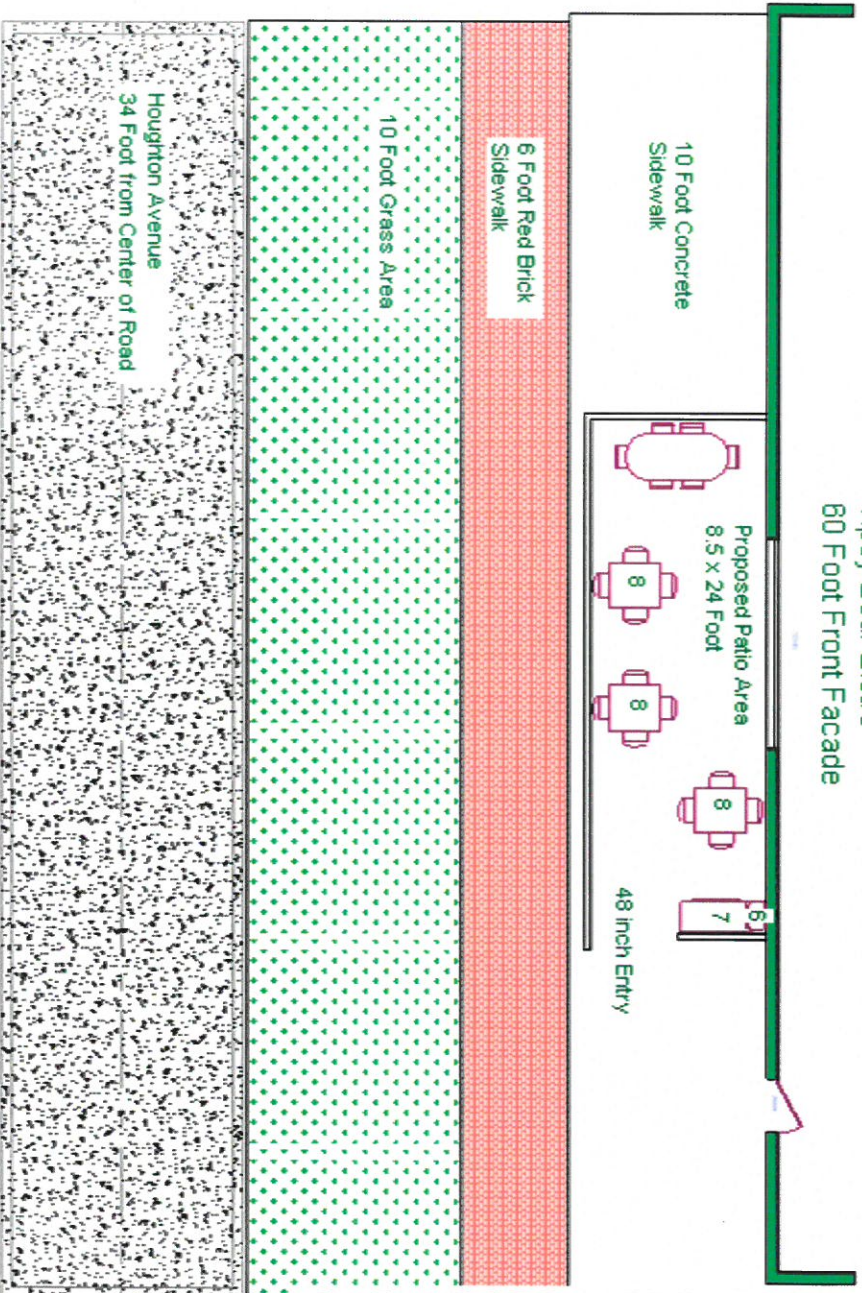
Date: 4/23/2020

For office use only

Council Action: Date _____ Approved _____ Denied _____

Permit No. _____

Tipsy Bear Bistro 80 Foot Front Facade



- (1) Removable 3 Foot Wooden Fence
- (2) Patio Furniture
- (3) Full Monitored Service
- (4) Un-obstructed 6 Foot Pedestrian Path on Red Brick Sidewalk
- (5) 48 inch Patio Entry
- (6) Trash Can
- (7) Servers Station
- (8) 3-36 inch Square Tables Stackable chairs and 1 6 x 3 foot table with Chairs
- (9) Covered Furniture at Closing to minimize Theft
- (10) No Alcohol beyond this point Signage



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Subject: Sidewalk Café Permit

Thank you for your interest in adding to our community by providing a positive contribution to our outside dining environment! Enclosed are sidewalk café guidelines and a permit application to occupy a portion of adjacent City right-of-way to place tables and chairs in conjunction with selling and consuming food and/or alcohol. This permit is available April 1 until November 1 of each year.

The City of West Branch Zoning Code, Section 4.9 as well as Public Act 300 of 1949, as amended, outlines the requirements for operating a sidewalk café. These requirements are as follows:

- The applicant for the permit must occupy private property located adjacent to the site requested for the duration of the permit.
- The sidewalk café will not interfere with the use of the street, sidewalk, or alley or vehicular or pedestrian traffic.
- The sidewalk café will not unreasonably interfere with the view of, access to, or use of property adjacent to the street or alley.
- The sidewalk café will not reduce any sidewalk to a total of less than 6'.
- The sidewalk café will not cause damage to the street, sidewalk, or alley or restrict cleaning or snow removal activities.
- The sidewalk café will not cause a violation of any State or local law.
- The sidewalk café will not be principally used for off premise advertising.
- The sidewalk café will not be attached to or reduce the effectiveness of or access to any utility pole, sign, or other traffic device.
- The sidewalk café will not cause an increased risk of theft or vandalism.
- If the permit is requested on an MDOT road, the permit must be accompanied by a resolution of City Council authorizing the requested use.
- The issuance of a permit shall not confer any property rights.
- The permit may be limited or revoked if a permit holder conducts activities that create an unsafe situation or interferes with transportation, or if the permit holder is in violation of the conditions of the permit.

A representative from the City Clerk's Office will be in contact with you to set up an on-site inspection of your Sidewalk Café.

We hope this information is helpful. The City of West Branch looks forward to working with you to compliment the dining experience in West Branch! Should you have any questions, please feel free to contact the City Clerk at (989) 345-0500 or by email at clerktreasurer@westbranch.com.



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These guidelines are not intended to substitute the ordinance, and may not contain all provisions as noted in the ordinance. All applicants should familiarize themselves and adhere to the West Branch City Zoning Ordinances Sections 4.9 and Public Act 300 of 1949, as amended.

Definition

A *Sidewalk Café* is any group of tables, chairs, or other seating fixtures and all associated items placed within City or State right-of-way and intended for the purpose of consumption of food or beverage by patrons, when such is located adjacent to a food or beverage service establishment having the same operator.

Purpose

Sidewalk Cafés contribute to a vibrant urban culture and make the streets of West Branch more dynamic places to walk, socialize, and dine. Sidewalk Cafés are temporary dining areas that occupy part of the public right-of-way during dining establishment hours. Sidewalk cafés enhance the public realm and motivate City and regional residents to patronize West Branch's eating establishments. This document is a guide to creating temporary sidewalk cafés that are safe and attractive to the restaurant patrons and pedestrians.

Unobstructed Pedestrian Passage Requirements/Clear Zone

All sidewalk cafés must allow for a minimum six-foot unobstructed pedestrian passage way on the sidewalk. No element of the sidewalk café, including umbrellas, planters, barriers, trash cans, or signage may obstruct the pedestrian passage way. Light poles, tree wells, fire hydrants, and other items may not fall within the pedestrian path allowed between the curb and the leading edge of the sidewalk café. It is important that you work with the City to assure you are meeting the requirements for a minimum six-foot pedestrian passage way on the sidewalk.

Serving Alcohol

In every case where alcoholic beverages are being served and sold, a one square foot sign must be posted in a prominent location that indicates "No Beverages beyond the Barrier of this Sidewalk Café." A copy of this sign shall be attached to the application. Sidewalk Cafes serving alcohol must also be designed and operated in accordance with Michigan Liquor Control Commission (LCC) requirements. *Please determine the applicable requirements before preparing or submitting your Sidewalk Café Application Form by contacting the LCC office at: 1-866-813-0011.*

Insurance Coverage

All Sidewalk Café applicants are required to provide a certificate of General Liability in the amount of \$1 Million per occurrence, naming the City of West Branch as additional insured.



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For those Sidewalk Café applicants who are requesting permission to sell and serve alcohol, you are required to provide Liquor Liability coverage in the amount of \$1 Million per occurrence, also naming the City of West Branch as additional insured.

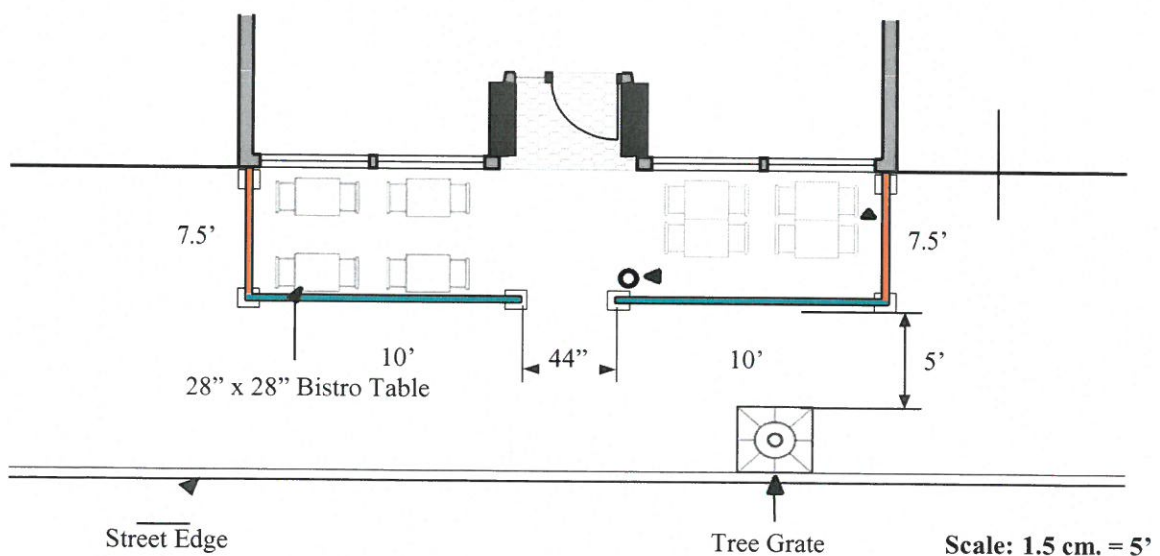
Site Plan

A site plan drawn to scale depicting the measurements and elements of your Sidewalk Café must accompany all Sidewalk Café applications. The site plan should be no larger than 11" x 17," clearly drawn with an accurate scale. The site plan shall depict the dimensions and placement within the sidewalk café of the following:

- Tables and Chairs
- Planters
- Wait-staff booths
- Trash cans
- Any other items within the sidewalk café

If a site plan is deemed unacceptable by any approving department, the Sidewalk Café application will not be approved until required adjustments are made.

See Sample Site Plan Below





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Required Right-of- Way Permit and Barriers

If planning to anchor to the sidewalk, it is important that you work with the City to start the process of obtaining a right-of-way permit. This process will begin after your on-site inspection has taken place. *Without a right-of-way permit, an anchoring system cannot be installed into the sidewalk.*

All barriers and other elements utilized by the sidewalk café shall be removed each day when the business closes. If anchoring points have been placed in the sidewalk, they shall be capped immediately following the removal of barriers to prevent tripping hazards.

Renewal of Permit

Sidewalk Café Permits are valid from April 1 to November 1 of each year, and must be renewed annually. If you wish to renew your permit and had two or more violations in previous permit year, the City is unable to renew your permit.

On-Site Inspection

After your application has been submitted, the City Clerk's Office will work to set up an on-site inspection of your sidewalk café. Upon this inspection, a determination for placement of your café will be made.

More Information

For more information, visit www.westbranch.com. At this website, applicants can access the ordinance sections pertaining to Sidewalk Cafés, the application packet, and contact information for all City Departments involved in approving Sidewalk Café applications.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diebold Insurance Agency 817 W Houghton Ave. P.O. Box 188 West Branch MI 48661		CONTACT NAME: Shawn Nelson PHONE (A/C, No, Ext): (989) 345-0200 E-MAIL ADDRESS: shawn@dieboldinsurance.com FAX (A/C, No): (989) 345-0232	
INSURED Wildwood Enterprise LLC, DBA: Topsy Bear Bistro 5370 Wildwood Rd Alger MI 48610		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Companies INSURER B: CompWest INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10677 12177	

COVERAGES

CERTIFICATE NUMBER: CL2042307380

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ECP0313526/EBA0313526	03/11/2018	03/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ECP0313526/EBA0313526	03/11/2015	03/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WCV6109519	03/11/2020	03/11/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			ECP0313526/EBA0313526	03/11/2018	03/11/2021	Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Insured's Copy - Reference Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eric W Wang

SECTION 7.20 SIDEWALK CAFES

A. Intent.

In the interest of promoting business by increasing activity and improving the general business climate, the City Manager or Zoning Administrator may issue revocable permits to a business to operate a sidewalk or outdoor café as an extension of or compatible with the existing business on a portion of City sidewalk or alley adjacent to the business. The permit may be issued under the following terms and conditions:

The sidewalk café will not:

1. Interfere with the use of the street, sidewalk, or alley for vehicular or pedestrian traffic.
2. Unreasonably interfere with the view of, access to, or use of property adjacent to the street or alley.
3. Reduce any sidewalk width to a total of less than six (6') feet.
4. Interfere with street, sidewalk, or alley cleaning or snow removal activities.
5. Cause damage to the street, sidewalk, alley, trees, benches, landscaping or other objects lawfully located thereon.
6. Cause a violation of any State or local law.
7. Be principally used for off-premise advertising.
8. Be attached to or reduce the effectiveness of or access to any utility pole, sign or other traffic control device.
9. Cause increased risk of theft or vandalism.
10. Be adjacent to property zoned exclusively for residential purposes.

B. Certificate of Liability.

Prior to the issuance of a sidewalk café permit, the applicant shall provide the City with a certificate of liability insurance in an amount to be determined by the City. The certificate of insurance must be in effect for at least the period of the permit to be issued. The City shall be named as an additional Insured on the business owner's liability insurance policy.

C. Hold Harmless.

The business shall, by written agreement with the City, indemnify and hold harmless the City from all claims or damages incident to the establishment and operation of a sidewalk café.

RESOLUTION #20-10

WHEREAS, the City of West Branch does allow for sidewalk cafes as per section 7.20 of the zoning ordinance, and

WHEREAS, any sidewalk café request from a business located off of Houghton Ave. must file a permit with MDOT, and

WHEREAS, a requirement to approval by MDOT requires a resolution of support from the local City Council, and

WHEREAS, upon approval by MDOT, it is the responsibility of the City to monitor the requirements of the permit, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council does hereby approve the sidewalk café permit to Fred Garcia of Typsy Bear Bistro

RESOLUTION #20-11

WHEREAS, the City of West Branch is in the process of selling Lot 22, Industrial Park West, and

WHEREAS, the purchaser is interested in signing a purchase agreement,

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby authorizes City Manager Frank Goodroe to sign the purchase agreement for Lot 22, Industrial Park West with Deshano Development Corporation, and

FURTHER BE IT RESOLVED, that as long as all the conditions of the purchase agreement are met that Mayor Paul Frechette and City Manager Frank Goodroe are hereby authorized to sign all documents pertaining to the sale of Lot 22, Industrial Park West.

DeShano Development Corporation
325 Commerce Court; PO Box 539
Gladwin, Michigan 48624
989.709.5962

April 29, 2020

City of West Branch

Re: Lot 21 Progress Street

City:

We have been working with the United States Department of Agriculture and the Social Security Administration on potential new buildings in your City.

We have been advised by both agencies that our proposals have been selected to proceed. However, there has been a change in the projections.

At this time, we feel the financial numbers work better with both agencies being located on the same lot at Progress Street, Lot 22. Therefore, we regret that we will not be proceeding with the purchase of Lot 21. Both agencies will be located in the same building, creating a larger building than what we originally planned, which means a larger tax base for the City.

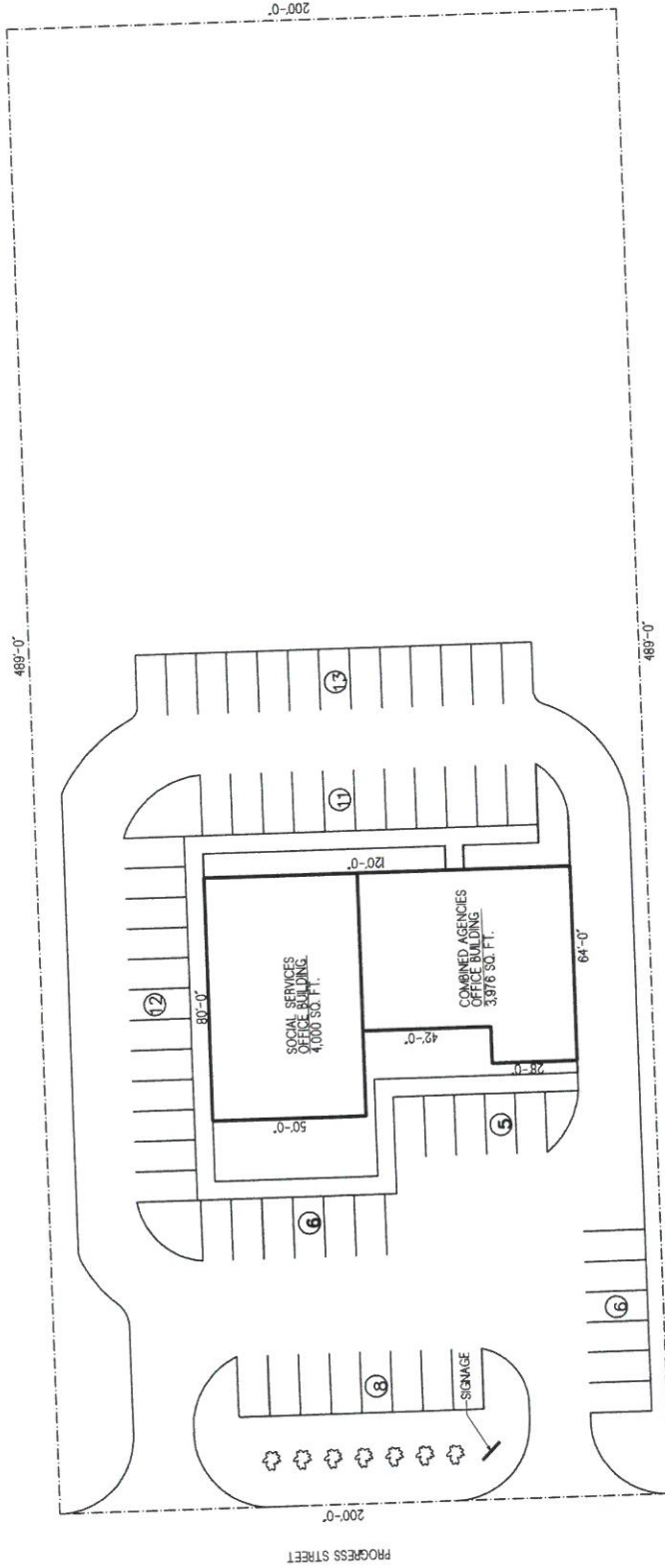
And this will allow Lot 21 to be available for sale to another development/purchaser.

We do apologize for any inconvenience this may cause. But we are confident that this is the best option for all parties involved.

Thank you,

A handwritten signature in black ink, appearing to read 'Gary DeShano', with a stylized, flowing script.

Gary DeShano
DeShano Development Corporation



NOTES:
61 TOTAL PARKING SPACES



SITE PLAN

DESIGN COMPANIES, INC. HAS TAKEN GREAT CARE IN THE PREPARATION OF THIS SITE PLAN. HOWEVER, THE USER OF THIS SITE PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND FOR ANY AND ALL CHANGES TO THE SITE PLAN. DESIGN COMPANIES, INC. DOES NOT GUARANTEE THE ACCURACY OF THIS SITE PLAN. THE USER OF THIS SITE PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND FOR ANY AND ALL CHANGES TO THE SITE PLAN. DESIGN COMPANIES, INC. DOES NOT GUARANTEE THE ACCURACY OF THIS SITE PLAN.

 DeShano	325 COMMERCE COURT GLADWIN, MI 48624 1-800-234-0800	PROPOSED OFFICE BUILDING			SCALE: 1"=40'	DATE: 10/11/19	A0.1
					DRAWING: 2610	REVISED: 11/11/19	
					DRAWN BY: SCD	11/12/19	
		WEST BRANCH, MI			APPROVED BY: GLD	10/11/19	

PRELIMINARY
NOT FOR CONSTRUCTION

Sales Contract

Seller: City of West Branch

Buyer: DeShano Development, or assigns

1. **PROPERTY DESCRIPTION** Buyer agrees to buy from Seller and Seller agrees to sell to Buyer, the property located at Lot 21 West Branch Industrial and legally described as: Park West, City of West Branch, Ogemaw County, Michigan. The property includes all gas, oil and minerals owned by Seller: building, plumbing, heating and electrical fixtures; built-in appliances; water softener (unless rented); water pumps and pressure tanks; stationary laundry tubs; radio and television antennas and any mechanical controls; shades, shutters, window blinds, and curtain and drapery rods; attached floor coverings; attached fireplace door and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences and mailboxes; and incinerator, if any, and _____. The property is purchased subject to zoning ordinance and to restriction and easements of record.
2. **SALES PRICE** The sales price is \$37,000.00.
3. **METHOD OF PAYMENT** All monies must be paid by cash, certified check, cashiers check or money order. The sale will be completed by the following method:

☒ **CASH** Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title.

☐ **NEW MORTGAGE** This contract is contingent on Buyer's ability to obtain a(n) _____ mortgage loan in the amount of _____, Buyer will apply for the loan within _____ days after Seller's acceptance. If Buyer fails to deliver to Seller evidence of the loan approval before _____, Seller may cancel this contract. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.

☐ **LAND CONTRACT** Buyer will pay _____ down payment upon Buyer and Seller signing a _____ land contract. Buyer will pay monthly installment (principal and interest) of _____ or, including annual interest of _____ percent. Buyer will pay the entire balance, which may require a lump-sum payment, within _____ years after closing.

☐ **MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT:** if the holder of the mortgage or land contract agrees, Buyer will assume and pay the existing mortgage or land contract according to its terms. Buyer will pay the difference between the sales price and the existing balance of approximately _____ upon Seller's delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at close for any funds held in escrow.
4. **TITLE INSURANCE** Seller shall provide to Buyer, at Seller's expense and owner's policy of title insurance with standard exceptions in the amount of the sales price. Seller will apply for a commitment for title insurance with 5 days after the Buyer has waived all other contingencies contained in this Agreement. Upon receipt of the commitment, Buyer shall have 5 days to provide Seller with a written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate, and any deposit shall be refunded to Buyer.
5. **CLOSING COSTS** Unless otherwise provided in this contract, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this contract, Buyer shall pay the costs of recording the deed and/or security instruments and all mortgage closing costs required by mortgagee.

6. **TAXES AND ASSESSMENTS** Seller will pay all prior year's real estate taxes and assessments. The current year's real estate taxes and assessments will be paid as follows:

 NO PRORATION Seller will pay the taxes and assessments which are due before the date of closing. Buyer will pay taxes and assessments which are due on or after the date of closing. "Due" means the date on which a tax or assessment becomes payable.

 X PRORATION with current year taxes and assessments treated as though they are paid in
 X arrears/ advance based on a X calendar year/ fiscal year.

 OTHER _____

7. **PRORATED ITEMS** Interests, rents, association fees and water use, if any, will be prorated to the date of closing. Additional items: _____

8. **CLOSING DATE** Buyer and Seller will close the sale within 10 days after all necessary documents are ready, but in no event later than 6/30/20

9. **OCCUPANCY** Seller will give occupancy as follows:

 X Immediately after closing
 _____ Days after closing by 12:00 noon. From the date of closing to the date of vacating Seller will pay Buyer _____ per day as an occupancy charge. At closing Seller will give _____ to buyer. The Buyer will use this money for the occupancy charge and then reimburse Seller for any unused days. Seller is liable to Buyer for damage caused to the property after closing and before vacating. If tenants occupy the property, then

 Seller will vacate the tenants before closing
 Buyer will assume responsibility for the tenants

10. **SELLER'S DISCLOSURE**

 Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer

 Seller shall provide Buyer with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993. Buyer will have 72 hours from hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.

 X Not Applicable – Vacant Land

11. **LEAD-BASED PAINT DISCLOSURE/INSPECTION** (For residential housing built prior to 1978.) Buyer acknowledges that prior to signing this Sale Contract, Buyer has received a copy of the *Lead-Based Paint Seller's Disclosure Form* completed by the Seller on _____, the terms of which shall be part of this agreement. Buyer also agrees (check one below):

 Buyer shall have a _____ day opportunity after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulation require a 10 day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall be terminated and any deposit shall be refunded to Buyer.

 X Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

12. **SURVEY** The Purchaser may obtain, at Purchaser's cost and expense a current land title survey of the property.

13. **LAND DIVISION ACT** (For unplatted land only.) Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery:

all

X (a) The grantor grants to the grantee that the right to make allowable (insert "zero", "all" or a specific number, as appropriate) division(s) under section 108 of the land division act, Act No 288 of the Public Acts of 1967.

____ (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

CAUTION: If the space contained in paragraph (a) above is left blank, the deed will not grant Buyer the right to any divisions.

14. **PROPERTY INSPECTION**

____ Within ____ business days following execution of this Agreement by all parties, Purchaser, at his expense, may order an inspection by a professional or professionals to inspect the roof, furnace, septic tank, electrical and/or mechanical system located in the premises, if any. A copy of any report showing deficiencies or repairs which need to be performed shall be delivered to Seller before the end of the ____ business day following the execution of this Agreement. Within ____ business days following receipt of the report, Seller may (a) elect to pay the cost of all work recommended by such report; or (b) elect to pay none or only a portion of the cost of such work. Written notice of such election shall be delivered to Purchaser or his agent within ____ business days after Seller has received such report.

In the event Seller shall have elected to pay for the cost of all such work, Seller shall have the right to have the work performed by any duly licensed contractor of his choice. In the event Seller shall not have agreed to pay for all such work, Purchaser may elect to pay the balance of the cost of such work or terminate all rights and obligations of the parties under this Agreement. Written notice of such election shall be delivered to Seller within ____ business days following receipt of Seller's notice. If no written election is made within ____ business days, Purchaser shall have no right to terminate this Agreement and Seller shall be responsible for the cost of that portion of the work, which he has elected to pay.

X Buyer has personally inspected the property and accepts it in it's AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this contract.

15. **ATTORNEY RECOMMENDED** Each party shall have two business days after execution of this Agreement to have his legal counsel review the terms and conditions of this Agreement. If, based on advice of legal counsel, either party decides not to go forward with this Agreement, he may terminate this Agreement by serving written notice of said termination on the other party during the two day period either by personal delivery or by posting the notice by First Class United States Mail. The notice shall be deemed delivered at the time the notice is mailed.
16. **DEPOSIT** Buyer deposits \$1,000 showing good faith. This money, which will be applied to the sales price, will be deposited with the Seller. If the conditions in this contract cannot be met, Seller to refund the deposit.
17. **DUE ON SALE (IF IT APPLIES)** Seller understands that selling or transferring the property does not relieve seller of any mortgage obligation or other indebtedness to which the property is subject. Unless otherwise agreed to by the lender or required by law or regulation.
18. **DEFAULT** If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies.
19. **HEIRS AND SUCCESSORS** This contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.

20. **ARBITRATION**

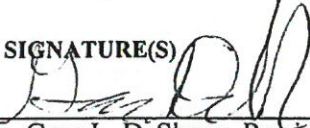
Any claim of Seller or Buyer arising out of this agreement relating to the disposition of the earnest money deposit or the physical condition of the property covered by this agreement shall be arbitrated in accordance with the rules, then in effect, adopted by the American Arbitration Association. This is a voluntary agreement between the Buyer and Seller and the failure to agree to arbitrate does not affect the validity of this agreement. This agreement is made subject to and incorporates the provisions of Michigan law governing arbitration. This provision shall survive closing.

☒ The parties do not wish to agree to arbitrate future disputes.

21. **OTHER CONDITIONS** _____

Buyer and Seller agree that this is the entire contract and that there are no other written or oral understandings. Execution of a facsimile counterpart of this Agreement shall be deemed execution of the original Agreement. Facsimile transmission of an executed copy of this Agreement shall constitute acceptance of this Agreement.

22. **BUYERS SIGNATURE(S)**

Signature 
Print Name Gary L. DeShano, President
DeShano Development Corporation

Date 11-4-19
Home Phone _____
Work Phone 989.709.5962

Signature _____
Print Name _____
Address _____

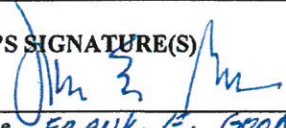
Date _____
Home Phone _____
Work Phone _____

23. **BUYER RECEIPT** Buyer has received a copy of this contract and gives Seller 7 days to accept this offer in writing, or offer becomes void.

24. **DEPOSIT RECEIPT** The Seller has received from Buyer the deposit in the form of _____

25. **SELLER'S ACCEPTANCE** Seller accepts this offer as written or with the following changes.

26. **SELLER'S SIGNATURE(S)**

Signature 
Print Name FRANK E. GOODROG
CITY MANAGER

Date 11/20/19
Home Phone _____
Work Phone _____
Cell Phone _____

Signature _____
Print Name _____

Date _____
Home Phone _____
Work Phone _____
Cell Phone _____

Contingencies

This offer is subject to the following:

Inspection/Control


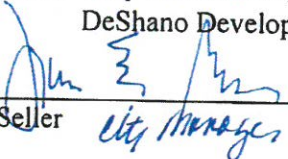
For a period of 90 days from the date of this Agreement. Buyer shall have the privilege of going upon the Property as needed to confirm zoning, confirm availability of all utilities, including sewer, to inspect, examine, survey, make soil and subsoil tests, percolation tests, arrange financing for the proposed development and to otherwise do what Buyer reasonably deems necessary to determine, to Buyer's sole satisfaction, whether the Property is suitable for Buyer's intended development and use.

If Buyer determines, in its sole discretion, that the Property is unsuitable for its proposed development and gives notice of this to Seller prior to the expiration of the 90 days, then this Agreement shall terminate and all earnest monies less \$100 to Seller as independent consideration for the right to terminate shall be immediately returned to the Buyer. If Buyer terminates this contract before the end of the initial Inspection Period, Buyer shall be entitled to the immediate return of the Earnest Money without the need of Seller's release.

Notwithstanding the foregoing, the Buyer may extend its Inspection Period for an additional ninety (90) days by depositing into escrow an additional \$ 1,000.00 nonrefundable Earnest Money, for a total of \$ 2,000.00, which shall be applicable to the purchase Price but nonrefundable.

Date 11-4-19

Date 11/20/19


Buyer Gary L. DeShano, President
DeShano Development Corporation

Seller City Manager

INVOICE

Ogemaw County Title & Escrow Agency

111 North Third Street
West Branch, MI 48661
O: (989) 345-0110; F: (989) 345-2907
Email: dedicated@ogemawcountytile.com

Invoice Date: 10/30/2019

Invoice No: 68137

Morris Richardson Real Estate
3148 West M-55
West Branch, MI 48661

Remit To:

Ogemaw County Title & Escrow
Agency
111 North Third Street
West Branch, MI 48661
O: (989) 345-0110; F: (989) 345-2907
Email:
dedicated@ogemawcountytile.com

File #: 468206
Buyer: DeShano Development Corporation
Seller: City of West Branch
Title Unit: Ogemaw County Title & Escrow Agency
Sales Price: \$38,000.00

Item Code	Description	Amount
OWN	Owner's Premium	\$469.25
TOTAL		\$469.25

Property: Property Address
0 V/L West Branch, Michigan 48661

Subdivision
Part of Lot 22, West Branch Industrial Park West, Ogemaw County, Michigan

PIN
65-052-520-022-10
65-052-520-022-20



ALTA Commitment For Title Insurance
(Adopted 08-01-2016; Technical Corrections 04-02-18)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Ogemaw County Title and Escrow
111 North 3rd Street
West Branch, MI 48661

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Bannan
President
Attest: [Signature]
Secretary

Christopher S. Moore
Authorized Countersignature

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. INTENTIONALLY OMITTED

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
Westcor Land Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent:	Ogemaw County Title & Escrow Agency
Issuing Office:	111 North Third Street, West Branch, MI 48661
ALTA® Universal ID:	1045768
Loan ID Number:	
Commitment Number:	468206
Issuing Office File Number:	468206
Property Address:	0 V/L, West Branch, MI 48661
Revision Number:	1

1. Commitment Date: April 14, 2020 at 8:00 A.M.

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Policy	Standard	\$38,000.00
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Proposed Insured: DeShano Development Corporation

(b) ALTA Loan Policy	Standard
----------------------	----------

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:

City of West Branch

5. The Land is described as follows:

Situated in the City of West Branch, County of Ogemaw, State of Michigan, more particularly described as:

Parcel A: Part of Lot 22 of the plat of West Branch Industrial Park West, a subdivision of part of the Southwest 1/4 and Northwest 1/4 of Section 30, Town 22 North, Range 2 East, as recorded in Liber 6 of Plats, Pages 20-20C, Ogemaw County Records being more particularly described as: Beginning at the Northwest corner of said Lot 22, thence North 85°08'30" East, 197.55 feet; thence South 03°09'38" East, 166.99 feet; thence South 85°08'30" West, 197.69 feet to the East line of Progress Street (66' wide); thence North 03°06'39" West, 167.00 feet to the point of beginning.

AND

Parcel B: Part of Lot 22 of the plat of West Branch Industrial Park West, a subdivision of part of the Southwest 1/4 and Northwest 1/4 of Section 30, Town 22 North, Range 2 East, as recorded in Liber 6 of Plats, Pages 20-20C, Ogemaw County Records being more particularly described as: Commencing at the Northwest corner of said Lot 22, thence South 03°06'39" East, 167.00 feet along the East line of Progress Street (66' wide) to the point of beginning of the following described parcel: thence North 85°08'30" East, 197.69 feet; thence North 03°09'38" West, 166.99 feet to the north line of said Lot 22; thence North 85°08'30" East, 272.58 feet to the East line of said Lot 22; thence South 03°12'54" East, 200.00 feet along said East line; thence South 85°08'30" West, 470.49 feet along the South line of Lot 22; thence North 03°06'39" West, 33.02 feet to the point of beginning.

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File No. 468206

ALTA Commitment For Title Insurance Schedule 8-1-16

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
Westcor Land Title Insurance Company



Ogemaw County Title Agency

A Dedicated Title Insurance Agency

111 North 3rd Street
West Branch, MI 48661

Phone: (989) 345-0110
Fax: (989) 345-2907

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File No. 468206

ALTA Commitment For Title Insurance Schedule 8-1-16

Page 2 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
Westcor Land Title Insurance Company

Requirements

File No.: 468206- Revision No. 1

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Note: A search of the Ogemaw County land records, as of the effective date herein, reveals that the subject property is free and clear of any existing mortgages. If there are any existing open mortgages, disclosed by the seller/borrower, please contact this office immediately, so that the commitment can be revised accordingly.
 - B. Submit to the Company for review and further requirements if necessary, (1) Articles of Incorporation for DeShano Development Corporation (2) A Resolution from the Board of Directors authorizing the purchase of subject property and naming the party authorized to execute the closing documents.
 - C. Submit a copy of Resolution from the City of West Branch authorizing the sale of subject property and setting forth the duly authorized officer(s) to execute the closing documents.
 - D. Record Warranty Deed from City of West Branch to DeShano Development Corporation.
 - E. Tax ID# 65-052-520-022-10
2019 and Prior, Parcel is Currently Tax Exempt
 - F. Tax ID #65-052-520-022-20
2019 and Prior, Parcel is Currently Tax Exempt
5. Owner's Affidavit, in the form furnished by the Company, must be completed and executed by all Sellers or Borrowers to the transaction. The Company reserves the right to raise any additional requirements and/or exceptions as deemed necessary based upon the information provided.
6. If the closing is not conducted by the Company, the final policy will contain an exception for any defects, liens, encumbrances, adverse claims, or other matters appearing in the public records after the date of this commitment and any loss or damage as a result of the failure to timely record the insured mortgage.
7. If the improvement located on the subject land is a mobile/manufactured home or if there has been new construction within the last 90 days, notify the Company and this Commitment may be revised and made subject to such further requirements and exceptions as deemed necessary.

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File No. 468206

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
Westcor Land Title Insurance Company

Requirements

8. NOTICE: Please be advised that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture, or sale of marijuana, the Company cannot close or insure any transaction involving Land that is associated with those activities.

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File No. 468206

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Westcor Land Title Insurance Company

Exceptions

File No.: 468206- Revision No. 1

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Restrictions or restrictive Covenants affecting the property described in Schedule A and not appearing in the chain of title to the land.
6. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements which an accurate survey would disclose.
7. Taxes or special assessments which are not shown as existing liens by the public records or which constitute a lien, but are not yet due and payable.
8. Any and all oil, gas, mineral, exploration and extraction rights, and/or reservations thereof which may or may not be recorded.
9. Rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.
10. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land or usage or loss of any homestead exemption status for the insured premises.
11. Building and use restrictions, covenants, conditions, easements, reservations, resolutions, by-laws, agreements, assessments, maintenance charges and any amendments thereto, which may be applicable to subject land, and as recorded in Liber 294, Pages 662-667 and Liber 338, Page 661, Ogemaw Count Records.
12. Easement for public utilities as shown on the recorded plat.

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File No. 468206

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Westcor Land Title Insurance Company

Exceptions

13. Terms, conditions and covenants of agreement between City of West Branch and West Branch Economic Development Administration, United States of America, recorded in Liber 248, Pages 381-385, Ogemaw County Records.

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File No. 468206

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 2



PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA we are providing you with this document, which notifies you of the privacy policies and practices of Mt. Pleasant Abstract & Title, Inc., doing business as Ogemaw County Title & Escrow Agency; hereinafter "We".

Purpose of This Notice

We respect the privacy of our customer's personal information. This notice explains the way we may collect and use personal information obtained during the normal course of business. This Privacy Policy applies to all of our customers, former customers, and applicants.

Information We May Collect

In the normal course of business, and to provide the necessary service to our customers, we may obtain nonpublic information from you or third parties such as your lender, attorney, real estate broker, or from persons acting on your behalf. We may also collect this information such as your name, address, telephone number, social security number, government issued identification and email address from applications or other forms. We respect the privacy of our customer's personal information.

The Way We Use and Who We Disclose this Information

We use the information obtained about you to provide you with services and products requested by you, your attorney, your real estate broker, and your lender. During the course of your real estate transaction it may be necessary to share information with affiliated or nonaffiliated persons, such as your lender, real estate broker, attorney, or others who provide services to us. We do this to complete your real estate transaction, to protect against fraud or unauthorized transactions, to provide information to government agencies and otherwise as provided by law.

Our Commitment to Data Security

At all times, we strive to maintain the confidentiality and integrity of the personal information in our possession and maintain physical, electronic and procedural safeguards that comply with federal regulations to protect that information.

Contacting Us

If you have questions or a comment about specific issues, please contact us at (989) 345-0110 or email us at dedicated@ogemawcountytile.com.



Notice of Privacy Policy
of
Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

RESOLUTION #20-12

WHEREAS, the City of West Branch had a purchase agreement on Lot 21, Industrial Park West, and

WHEREAS, the agreement had a contingency clause with a \$1,000 down payment, and

WHEREAS, the purchaser has informed the City that he will not be enacting his purchase, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby authorizes City Manager Frank Goodroe to sign all documents pertaining to the recall of the purchase agreement, and

FURTHER BE IT RESOLVED, that City Council authorize the City Treasurer to refund the \$1,000 deposit to Deshano Development Corporation.

RESOLUTION #18-04

WHEREAS, the City recognizes a City-wide garage sale is a popular event to draw people into the City, and,

WHEREAS, a City-wide garage sale is a great way to help reduce, reuse, and recycle materials. In addition, items bought and sold at garage sales helps reduce the amount of items that may otherwise be sent to landfills, and,

WHEREAS, it is the policy of City Council to designate the weekend that the City-wide garage sale will be held, and,

WHEREAS, it is in the best interest of the City to hold the sale when no other City events are being held, and,

NOW, THEREFORE, BE IT RESOLVED, the City of West Branch hereby sets its City wide garage sale for the fourth weekend in June of every calendar year.

Motion by Council Member Tim Schaiberger
Support by Council Member Dan Weiler

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

No – None

Absent –None

Motion carried

I, John Dantzer, West Branch City Clerk, do hereby certify that this is a true excerpt from the minutes of the regular meeting of the West Branch City Council held in compliance with the Open Meetings Act on Monday, March 5, 2018.

John Dantzer

West Branch City Clerk

CITY OF WEST BRANCH
NOTICE OF SPECIAL MEETING
AND PUBLIC HEARING

The West Branch City Council will hold a public hearing during a Special Meeting on Monday, May 11, 2020 at 6:00 p.m. via videoconference from the Council Chambers of City Hall, 121 N. Fourth St. on the 2020-2021 fiscal year budget. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing. Copies of the proposed budget are available for review on the City website at www.westbranch.com and can be made available by appointment by calling City Hall at (989) 345-0500, during business hours Monday-Friday from 8:00 am -12:00 pm. Accommodations and necessary reasonable auxiliary aids and services are available upon request to persons with disabilities, as well as the hearing impaired, who require alternately formatted materials or auxiliary aids to ensure effective communication and access to meetings or hearings. All requests for accommodation should be made with as much advance notice as possible by contacting City Clerk/Treasurer John Dantzer at (989) 345-0500; 121 N. 4th St., West Branch, MI 48661; email: clerktreasurer@westbranch.com.

John Dantzer
West Branch City Clerk

Approval of Council Minutes & Summary

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD VIA VIDEO CONFERENCE IN THE COUNCIL CHAMBERS OF THE WEST BRANCH CITY HALL, 121 N. FOURTH STREET ON MONDAY, APRIL 20, 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, DPW Superintendent Mike Killackey, Police Chief Ken Walters, Deputy Clerk/Treasurer Michelle Frechette, Summer Music Series Chairperson Dawn Budge, and Mid-Michigan President Ray Stover.

All stood for the Pledge of Allegiance.

* * * * *

Ray Stover of MidMichigan Hospital gave a Covid virus update.

* * * * *

Summer Music Series Chairperson Dawn Budge gave an update on the summer concerts in the park and discussed possible changes to the lineup because of the Covid virus. It was the consensus of Council to reschedule any concerts that were planned before July.

* * * * *

As an addition to the agenda, Manager Goodroe updated Council that Officer Michael Godfrey has turned in his letter of resignation due to him moving.

Manager Goodroe also noted that Officer Godfrey and Officer Steve Morris were injured in a recent arrest altercation.

MOTION BY FRECHETTE, SECOND BY SHOWALTER, TO DECLARE THE OPENING AND ALLOW CHIEF WALTERS TO POST THE OPENING.

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

No – None

Absent – None

Motion carried

* * * * *

A bid and sole source vendor request for the City assessor was submitted for the 2020-2021 fiscal year.

MOTION BY JACKSON, SECOND BY POWLEY, TO APPROVE THE SOLE SOURCE VENDOR REQUEST AND APPROVE THE BID FOR THE CITY ASSESSOR SERVICES TO MVW AND ASSOCIATES AS SUBMITTED.

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

No – None

Absent – None

Motion carried

* * * * *

A bid and sole source vendor request for the purchase of garbage cans for Irons Park was submitted

MOTION BY ZIMMERMAN, SECOND BY BENNETT, TO APPROVE THE SOLE SOURCE VENDOR REQUEST AND APPROVE THE PURCHASE OF SIX CANS NOT TO EXCEED \$3,816.00 PLUS SHIPPING.

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY ZIMMERMAN, SECOND BY SHOWALTER, TO PAY BILLS IN THE AMOUNT OF \$39,158.38.

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY ZIMMERMAN, TO APPROVE RESOLUTION 20-09

RESOLUTION NO. 20-09

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT FOR PROFESSIONAL BILLING AND CLAIMS MANAGEMENT SERVICES WITH ACCUMED BILLING, INC.

WHEREAS, the City of West Branch, Ogemaw County, Michigan has determined that providing fire and rescue services to the residents of Ogemaw County is advisable, necessary and in the public interest; and

WHEREAS, it is necessary to obtain professional billing management services for the collection of service charges from individuals, insurance companies, Medicare and public aid related to the provision of said fire and rescue services; and

WHEREAS, the billing and collection of charges for services is difficult because of complex procedures and regulations, which require the skills of a billing and claims management service firm.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of West Branch, Ogemaw County, Michigan that:

FIRST; The City of West Branch has heretofore determined that it is advisable, necessary and in the public interest to contract with the firm AccuMed Billing, Inc. to provide professional billing and claims management services for fire and rescue services.

SECOND; The Fire Chief or Fire Board Chairman are hereby instructed and authorized to sign such contract with AccuMed Billing, Inc., with a service fee of 8.00% of monies collected.

BE IT FURTHER RESOLVED, which a vote hereon is taken by aye and nay and spread at large on the minutes of the Council/Board.

- All resolutions in conflict herewith are repealed; and
- This resolution is effective immediately upon adoption and shall remain in full force and effect until repealed by the City Council.

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

No – None

Absent – None

Motion carried

* * * * *

Manager Goodroe updated Council on a program that is part of the Coronavirus Aid, Relief, and Economic Security Act that would allow for hazard pay for police officers. Manager Goodroe noted that currently it was only for cities with a population of over 1,000,000 and for counties with a population of

over 2,000,000 but that they would still submit the paperwork in case it was extended to smaller municipalities.

* * * * *

MOTION BY JACKSON, SECOND BY PUGH, TO APPROVE THE MINUTES AND SUMMARY OF THE MINUTES FROM THE MEETING HELD APRIL 6, 2020 AND THE MINUTES FROM THE SPECIAL MEETING HELD APRIL 3, 2020.

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY JACKSON, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY AND THE MARCH POLICE REPORT.

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

No – None

Absent – None

Motion carried

* * * * *

Member Showalter reminded everyone to continue to practice hand washing and stay safe.

Member Pugh noted she had a few face masks available.

Manager Goodroe thanked Member Pugh for her work with face masks and Chris Powley and his colleague for their work in providing face masks.

Manager Goodroe gave an MDOT work update.

Manager Goodroe also gave a City staffing update, a census update, and a tax tribunal update.

Manager Goodroe also noted that estimated revenue is anticipated to go down and will have an effect on the current and upcoming budget.

Member Bennett asked about PPE supplies for the officers. Chief Walters noted they did have everything they need.

Member Bennett also asked on the utility rate study. DPW Superintendent Killackey noted it was put on hold with the executive orders.

Chief Walters noted his regret in the resignation of officer Godfrey and noted he will be missed.

DPW Superintendent Killackey gave a public works update.

Member Zimmerman and Bennett commended the DPW for their branch and leaf clean up.

Member Showalter commended the DPW for getting the flags up downtown.

* * * * *

Mayor Frechette adjourned the meeting at 7:39 pm.

Paul Frechette, Mayor

John Dantzer, Clerk

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD VIA VIDEO CONFERENCE ON MONDAY, APRIL 20, 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, DPW Superintendent Killackey, Police Chief Walters, Deputy Clerk/Treasurer Frechette, SMS Chairperson Budge, and Mid-Michigan President Stover.

Ray Stover of Mid-Michigan Hospital gave a Covid virus update.

Summer Music Series Chairperson Dawn Budge gave a summer concert update.

Manager Goodroe announced the resignation of Officer Godfrey and gave an update on a police altercation.

Council declared the open position and approved the posting of the open police position.

Council awarded a sole source request and awarded a bid for City assessor services to MVW and associates.

Council awarded a sole source request and awarded a bid for garbage cans not to exceed 3,816.00 plus shipping.

Council approved bills in the amount of \$39,158.38.

Council approved Resolution 20-09 - A professional billing service agreement.

Manager Goodroe updated Council on the hazard pay portion of the Coronavirus Aid, Relief, and Economic Security Act.

Council approved the minutes and summary from the meetings held April 6 and the minutes from the Special meeting held April 3, 2020.

Council received and filed the treasurer's report and investment summary and the March Police Report.

Member Showalter, Pugh, Bennett, Zimmerman, Manager Goodroe, Superintendent Killackey, and Chief Walters gave reports.

Mayor Frechette adjourned the meeting at 7:39 pm.

Consent Agenda

CASH SUMMARY BY BANK FOR WEST BRANCH

FROM 05/01/2020 TO 05/31/2020

Page:

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Bank Code Fund	Description	Beginning Balance 05/01/2020	Total Debits	Total Credits	Ending Balance 05/31/2020
GEN1	GEN1 - GENERAL CHECKING				
101		507,209.23	0.00	1,397.61	505,811.62
150	CEMETERY PERPETUAL CARE	26,842.57	0.00	0.00	26,842.57
209	CEMETERY FUND	8,013.35	0.00	0.00	8,013.35
248	DDA OPERATING FUND	109,951.93	0.00	0.00	109,951.93
251	INDUSTRIAL PARK FUND	(1,241.31)	0.00	0.00	(1,241.31)
276	HOUSING RESOURCE FUND	226,392.25	0.00	0.00	226,392.25
318	SEWER DEBT FUND	251,569.40	0.00	0.00	251,569.40
319	WATER DEBT FUND	71,725.50	0.00	0.00	71,725.50
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	251,037.18	0.00	0.00	251,037.18
591	WATER FUND	519,991.68	0.00	0.00	519,991.68
592	WATER REPLACEMENT FUND	284,017.56	0.00	0.00	284,017.56
593	SEWER COLLECTION	114,717.50	0.00	0.00	114,717.50
561	EQUIPMENT FUND	114,665.17	0.00	0.00	114,665.17
704	PAYROLL CLEARING	25,202.65	0.00	0.00	25,202.65
705	IRONS PARK ENTERTAINMENT FUND	3,029.47	0.00	0.00	3,029.47
707	YOUTH SAFETY PROGRAM	3,517.65	0.00	0.00	3,517.65
714	RECYCLING CENTER	9,184.15	0.00	0.00	9,184.15
	GEN1 - GENERAL CHECKING	2,566,158.13	0.00	1,397.61	2,564,760.52
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	450,307.43	0.00	0.00	450,307.43
203	LOCAL STREET FUND	299,867.76	0.00	0.00	299,867.76
	MAJOR/ LOCAL STREETS	750,175.19	0.00	0.00	750,175.19
PAY	PAYROLL				
704	PAYROLL CLEARING	14,063.42	0.00	0.00	14,063.42
	PAYROLL	14,063.42	0.00	0.00	14,063.42
CHEM	SAVINGS				
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
TAX	TAXES				
701	TAX AGENCY	12,811.04	0.00	0.00	12,811.04
	TAXES	12,811.04	0.00	0.00	12,811.04
	TOTAL - ALL FUNDS	3,957,286.59	0.00	1,397.61	3,955,888.98

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
 FROM 05/01/2020 TO 05/31/2020
 FUND: ALL FUNDS
 INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 05/01/2020	Total Debits	Total Credits	Ending Balance 05/31/2020
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
		<hr/>	<hr/>	<hr/>	<hr/>
		250,000.00	0.00	0.00	250,000.00
Fund 150 CEMETERY PERPETUAL CARE					
004.300	CERTIFICATE OF DEPOSIT C	114,701.74	0.00	0.00	114,701.74
004.400	CERTIFICATE OF DEPOSIT D	115,271.06	0.00	0.00	115,271.06
		<hr/>	<hr/>	<hr/>	<hr/>
	CEMETERY PERPETUAL CARE	229,972.80	0.00	0.00	229,972.80
Fund 251 INDUSTRIAL PARK FUND					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
		<hr/>	<hr/>	<hr/>	<hr/>
	INDUSTRIAL PARK FUND	200,000.00	0.00	0.00	200,000.00
Fund 661 EQUIPMENT FUND					
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
		<hr/>	<hr/>	<hr/>	<hr/>
	EQUIPMENT FUND	250,000.00	0.00	0.00	250,000.00
		<hr/>	<hr/>	<hr/>	<hr/>
	TOTAL - ALL FUNDS	929,972.80	0.00	0.00	929,972.80

REGULAR MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY
HELD AT THE WEST BRANCH CITY HALL AT 121 N. FOURTH ST. ON TUESDAY, FEBRUARY
25, 2020.

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

Present: Members Anthony Bair, Joanne Bennett, Joe Clark, Samantha Fabbri, Autum
Hunter, Sandy Rabidue, Ken Walters, and Cathy Zimmerman (arrived at 12:04).

Absent: Member Erin Resteiner

Others present: Clerk Clerk/Treasurer John Dantzer, City Manager Frank Goodroe.

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**MOTION BY CLARK, SECOND BY RABIDUE, TO APPROVE THE MINUTES WITH
CORRECTIONS FROM THE MEETING HELD JANUARY 27, 2020 AND THE
MINUTES FROM THE MEETING HELD FEBRUARY 3, 2020.**

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

No – None Absent – Resteiner, Zimmerman Motion carried.

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**MOTION BY FABBRI, SECOND BY HUNTER, TO APPROVE BILLS IN THE
AMOUNT OF \$9**

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

No – None Absent – Resteiner, Zimmerman Motion carried.

* * * * *

Chairperson Fabbri shared the cost proposal for the gathering place. The Board discussed
the cost total and various grant opportunities. The Board also discussed doing an
interview with the Herald on the gathering place. It was the consensus of the Board to
continue with the MEDC's CDBG grant application.

* * * * *

The Board discussed the possibility of engaging in the Michigan Historic Preservation
Network. Member Bair noted he would look further into the program.

**MOTION BY FABBRI, SECOND BY CLARK, TO POSTPONE DECISION ON
ENGAGING IN THE MICHIGAN HISTORIC PRESERVATION NETWORK.**

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

No – None

Absent – Resteiner

Motion carried.

* * * * *

Chairperson Fabbri noted she did have contact with someone from the railroad on the gathering place.

Chairperson Fabbri also noted she spoke with the owner of Alpine Chocolate in Gaylord about possibly expanding to West Branch. Member Rabidue noted she would reach out to him.

Member Walters noted that he would be leaving the DDA after the gathering place is completed.

Member Hunter discussed the downtown improvements to the old book store.

Member Bair noted he would look further into the Michigan Historic Network and report back to the Board.

* * * * *

MOTION BY BENNETT, SECOND BY FABBRI, TO EXCUSE MEMBER ERIN RESTEINER FROM THE MEETING.

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

No – None

Absent – Resteiner

Motion carried.

* * * * *

Manager Goodroe discussed upcoming planning and economic development training opportunities including a Vision Keepers Economic Development Strategy and joint DDA training session. Manager Goodroe also noted the fellowship program opportunity was just announced and would be open to communities engaged in the RRC program. Manager Goodroe also discussed the possibility of adding a new position to the City that would encompass community and economic development/DDA director. Manager Goodroe also spoke on the census.

* * * * *

Member Bennett left at 1:00

Member Zimmerman left at 1:05

* * * * *

**MOTION BY RABIDUE, SECOND BY HUNTER, TO APPROVE UP TO \$50 TO
SUPPORT THE JOINT DDA TRAINING.**

Yes – Bair, Clark, Fabbri, Hunter, Rabidue, Walters

No – None Absent – Bennett, Resteiner, Zimmerman Motion carried.

* * * * *

Chairperson Fabbri adjourned the meeting at 1:10 pm.

Communications



April 24, 2020

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

Re: Charter Communications – Upcoming Changes

Dear Franchise Official:

This letter will serve as notice that on or around May 26, 2020 Charter Communications (“Charter”), locally known as Spectrum, will launch a **new channel** on the West Branch, MI channel line-up serving your community:

- **WCMU 2 - PBS Kids** is devoted entirely to educational programming for children. Produced by the Public Broadcasting Service, **WCMU 2 - PBS Kids** will be on Spectrum Basic Service channel 194.

To view a current Spectrum channel lineup visit www.spectrum.com/channels. Should you have any questions related to this change, please do not hesitate to contact me at (810) 652-1422.

Sincerely,

Karen Coronado

Karen Coronado
Manager, Charter State Government Affairs, Michigan
Charter Communications

Reports

Mayor

Council

City Manager

BROWNFIELD DEVELOPMENT AUTHORITY UPDATE

The appointed members met via telephone conference on Thursday, April 30th at 5:30 pm. All members of the Board were sworn in, the officers were elected, and the bylaws were approved. Future meetings will be scheduled as needed when business arises.

The members of the Authority are

Ryan Munson – Chair

Alan Bruder – Vice Chair

Frank Goodroe – Secretary

John Dantzer- Treasurer

Dan Greenier

Mark Dantzer

Kim Ervans

Public Comment -Any Topic

Adjournment