

RESCHEDULED 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, SEPTEMBER 3, 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. Julie Hock, Diebold Insurance –Employee Assistance Program
- VIII. Bids
 - A. Water Tower Cleaning
 - B. Equipment
- IX. Unfinished Business
- X. New Business
 - A. Bills
 - B. Approval of Ogemaw Community Foundation Grant for the Summer Music Series.
 - C. Approval of Request for Developer Qualifications
 - D. Approval of Resolution 19-18 Industrial Park Budget Amendment

- E. Approval of Resolution 19-19 MDOT maintenance contract
- F. Approval of renewal to NEMCOG
- G. Establish public hearing date for DDA Development and TIFF plan.
- H. Approval of USDA grant
- I. Approval of NEMCOG GIS update
- XI. Approval of the minutes and summary from the meeting held August 19, 2019 as well as the minutes from the closed session portion of the minutes from the August 19, 2019 meeting.
- XII. Consent Agenda
 - A. Treasurer's report and investment summary
 - B. Minutes from the DDA meeting held July 23, 2019
 - C. August Code Enforcement Report
- XIII. Communications
- XIV. Reports and/or comments
 - A. Mayor
 - B. Council
 - C. Manager
 - 1. Mayor Exchange with Auburn
- XV. Public comment any topic
- XVI. Adjournment

UPCOMING MEETINGS

September 10 – Project Rising Tide – 10:00 am
September 10 – Planning Commission 6:00 pm
September 16 – City Council meeting 6:00 pm
September 19 – Rain Garden Ribbon Cutting 4:00 pm
September 24 – DDA meeting 12:00 noon
September 30 – Start of Veteran banner program
October 8 – Mayor exchange in Auburn
October 15 – Mayor exchange in West Branch

Call to Order

Roll Call

**Pledge of
Allegiance**

Public Hearings

Additions to the Agenda

Public Comment -Agenda Items

Scheduled Matters from the Floor



Blue Cross
Blue Shield
Blue Care Network
of Michigan

Confidence comes with every card.®

Healthy, happy employees mean better business.



NEW DIRECTIONS®

Employee Assistance Program by New Directions

The Employee Assistance Program (EAP) helps your employees conquer obstacles they face, offering helpful resources for any stage of a life challenge — from beginning to better. With a Blue Cross medical plan, an EAP can be as beneficial for your business as it is for those who have access to it.

For your business, an EAP can help:

- Improve productivity
- Increase employee retention
- Reduce ongoing health care costs
- Reduce recruiting, hiring and training costs
- Minimize legal liability
- Provide convenient custom education

And all in a compassionate, empathetic and confidential way that works for you and your employees.

Comprehensive care for improved wellness and productivity.

OUR EAP OFFERINGS INCLUDE:

DEDICATED HELPLINE

Trouble can arise at any time. Employees have 24/7/365 access to licensed behavioral health professionals via a toll-free line.

SESSION REQUEST TOOL

We're a mobile society. That's why we enable employees to use their EAP login to quickly and confidentially complete a referral for an EAP session with the provider of their choice.

ASSESSMENTS AND REFERRALS

Our experts lead employees to the counseling, health plan, legal, financial or community services they need for any life challenges they face.

SHORT-TERM COUNSELING

Different obstacles require different courses of action. For life challenges that may not be chronic, employees and their families can receive custom counseling for each individual challenge.

MANAGER/SUPERVISOR TOOLS

Managing staff can be a challenging responsibility. That's why we offer telephone coaching, education, training and Formal Management Referrals (FMRs) to help supervisors deal with employee performance challenges. Additionally, virtual and live training opportunities are available to improve your staff's skillsets.

CRISIS MANAGEMENT SERVICES

We're always available — especially in case of emergency. During critical situations, we provide on-site support.

DEDICATED ACCOUNT MANAGEMENT

Different organizations and people have different needs. New Directions' account liaisons provide ongoing consultation and program evaluation.

ONLINE TOOLS AND RESOURCES

Anytime, from anywhere, employees can access several resources designed to help them understand, manage and improve their health. Our resources include legal support and family resource services, work and life wellness materials, relationship resources and promotional materials for employer use and education.

USAGE REPORTS

We monitor and inform you on a quarterly basis of your organization's program use, so you can ensure that your employees and your business are getting the most out of the program.

Why your organization needs an EAP:

80%

of employees report reduced productivity at work due to daily stress

70%

of employees who use the EAP find their stress levels improve

65%

of employees who use the EAP see an improvement in their ability to perform work duties

Contact your agent or Blue Cross account manager today.



**Blue Cross
Blue Shield
Blue Care Network
of Michigan**


NEW DIRECTIONS™

Bids



City of West Branch

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

August 28, 2019

At noon on 8/28/19, Clerk/Treasurer John Dantzer and Deputy Clerk/Treasurer Michelle Frechette were on hand to open the bids for water tower cleaning and equipment sales.

A. Only one bid was received for the water tower cleaning from H2O towers for \$4,950

B. Two bids were received for the Holder tractor.

1. Mike Garmo - \$13,700
2. Stephen Hubbs - \$2,501



West Branch Department of Public Works

Mike Killackey DPW Superintendent

403 S. 1st St.

West Branch, Michigan 48661

Phone: 989-965-4982

Email: publicworks@westbranch.com

Elevated Storage Tank Exterior Cleaning

Scope: The City of West Branch is seeking proposals from qualified contractors to power wash a **500,000 gallon elevated water storage tank** located on Griffin St. in West Branch, MI 48661

- ❖ The selected contractor is expected to supply all labor and materials necessary to clean the exterior of the water tank, from the top of the tank to the base of the pedestal.
- ❖ The contractor is to utilize water pressure, between 3,500 psi to 5,000 psi to power steam clean all surfaces and appurtenances to remove mildew soot, and other contaminants.
 - Use a biodegradable algaecide United 727 Weather-Zyme as manufactured by United Laboratories, 320 37th Ave. St. Charles, IL 60174, 1-800-323-2594 for the exterior of the tank.
 - Hand wash with a higher concentration of algaecide any mildew not removed by power washing.
 - Mix Algaecide at a level recommended by the manufacturer, but not at a level that could result in an environmental problem.
 - City will provide the contractor water from fire hydrant at the base of the tank with backflow protection to be installed and operated by city personal only.
 - Hold water jet nozzle using 0 degrees or 15 degrees tip perpendicular (90 degrees to surface) at all times. Maintain a water jet nozzle distance of 2 inches-10 inches from the surface of the tank.
 - Contractor is to ensure that any equipment does not damage the tank's coating during the work being performed.
 - Any coating that is damaged must be repaired by sanding the damaged area and applying a suitable coating system that also may require to be allied over a large area to square it off so the repair blends in with existing coating and doesn't look spotty. The City of West Branch inspector or their authorized representative must approve all repairs.
 - Both parties in writing must agree upon any Changes to original work scope before the work is started.
- ❖ Contractor to submit an Occupational Safety and Health Programs and certification that all site personnel have been trained as required by law.

- ❖ Contractor must also submit 10 days before any work commences all MSDS sheets for all applicable materials including, but not limited to paints, thinners and abrasive materials. All sheets shall conform to requirements of SARA Right-to-Know-Act. Contractor to supply employee's one copy of all data sheets at the job site for employee access and one copy for the City of West Branch to be kept at City Hall.
- ❖ Contractor to provide a Fall Prevention Plan and Site Specific Fall Hazard Evaluation and the plans shall include a site specific generic drawing of the existing structure and Appurtenances of this tank and reflect safety changes specified for this project.
- ❖ Contractor to supply certifications for all spiders, scaffolding, stages, man lifts, etc. to be used on this project and certifications must be current (less than one year).
- ❖ Contractor to submit 10 days before the project start the OSHA Competent Person and qualifications, along with all the power tools and attachments that will be used for this project.
- ❖ Contractor to provide General Liability Insurance before any work commences.
- ❖ Payment shall be made within 30 days of satisfactory completion of the work. The City may withhold payment in whole or part for
 - Defective work
 - Damage to City Property or City Customers
 - Failure to obtain proper permits or insurance
 - A reasonable doubt that the contracted work cannot be completed within the specified time period
- ❖ Liquidated damages shall be assessed in the amount of \$25.00 per day if the overall project is not completed.
- ❖ Proposals must be mailed postmarked by the U.S. Postal Service no later than August 28, 2019

Mike Killackey, City of West Branch DPW superintendent
 City of West Branch
 121 N Fourth St.
 West Branch MI 48661
 Email: publicworks@westbranch.com

If you shall have any questions feel free to call 989-965-4982 or email me at publicworks@westbranch.com Monday-Friday 8am-3:30pm.

**H2O Towers**

1,000,000 TOWER (H2O-0000)

Serving the Continental United States

H2O Towers LLC**PO Box 398****Saline, MI 48176**

Proposal

Date	Proposal #
8/21/2019	1852

Name / Address
City of West Branch 121 N Fourth St. West Branch, MI 48661 Mike Killackey 989-965-4982 publicworks@westbranch.com

		Work Performed At:	Terms
Description	Qty	Rate	Total
H2O Towers will supply all labor and materials necessary, in order to: Clean the exterior of the City of West Branch's 500,000 gallon, 150' high Sphere Water Tower.		0.00	
Apply fungicide		0.00	
The Tank will be cleaned (high water level to the ground) using United Weather-Zyme 727 cleaner in order to kill mildew spores and remove atmospheric carbons. (1 part United Weather-Zyme 727, 3 part chlorine and 1 part water), using 3,500 to 5,000 PSI.		0.00	
The Tank will be rinsed with water.		0.00	
Our 15 story man-lift will be used to clean the water tower.		0.00	
Owner to supply water.		0.00	
NOT TO EXCEED		4,950.00	4,950.00
All material is guaranteed to be as specified and the above work to be performed in a workmanlike manner for the sum above. Any additional work involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond control. Precautions will be taken to protect landscaping, but not liable for. Owner is to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Liability Insurance on above work is to be taken out by H2O Towers, LLC.		Total	\$4,950.00

Signature _____

Phone #	Fax #	E-mail	Web Site
866-426-8693	734-944-0127	bob@h2otowers.com	www.h2otowers.com

**CITY OF WEST BRANCH
EQUIPMENT FOR SALE BY BID**

The City of West Branch will be accepting bids on the following items:

1. 1997 Ford Dump Truck – with salter and 11' underbody
2. 2002 Holder – with snow blower, ditch mower, and flail mower.
3. 1961 Huber – Warco Grader

To set up an appointment to view the equipment or for any questions, contact Mike Killackey, Public Works Superintendent at (989) 965-4982.

Sealed bids are due by 12:00 p.m. on Wednesday, August 28, 2019 at City Hall, 121 North Fourth Street, West Branch, Michigan 48661. Bids will be opened following the expiration of the deadline at the same location. The City of West Branch reserves the right to accept or reject any or all bids.



Hello Mike,

Thank you for your time showing me the Holder tractor.

After reviewing evaluating the few items the holder would need I would like to make a offer to purchase the unit with attachments

My offer would be \$13,700.00 cash

Money can be payable by company check, wire transfer, certified check or cash

Thank you

Mark Garmo

Outdoor Accents Inc.

248-939-6251

p.s. I will be out of town for 2 weeks and can complete the deal any day after August 14 th
if you need to speak to someone from my staff please contact George Dimovski 734-709-6943

AUG 28TH 2019
I BID \$2,501.00 ON THE
2002 HOLDER

STEPHEN B. DUBBS
2856 HEATH RD.
HUPTON, MI. 48635
PH# 989-473-2622

Unfinished Business

New Business

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

BILLS	\$207,728.20
<i>BILLS AS OF 8/29/19</i>	<i>\$207,728.20</i>
<i>Additions to Bills as of</i>	<i>\$0</i>
<i>Paid but not approved</i>	<i>\$9,431.51</i>
TOTAL BILLS	\$217,159.71

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

Vendor Name	Amount	Description
ADVANCED CHEMICAL & SUPPLY INC	67.48	WWTP SUPPLIES
ARNOLD SALES	266.15	SUPPLIES
BENNETT, JOANNE	41.70	PEPSI REIMBURSEMENTS (2)
CONSUMERS ENERGY	102.60	ELECTRIC
FERGUSON WATERWORKS #3386	76.85	METER PARTS
GOODROE, FRANK E	20.00	REIMBURSEMENT FOR BOOK
HODGINS ASPHALT PAVING INC	121,960.00	WRIGHT ST & LINDSAY ST
JACK DOHENY SUPPLIES INC	106.00	VACTOR PART
MARTEL	40.00	PHONE SYSTEM SERVICE - BRIDGET
MEDLER ELECTRIC CO	369.72	STREET LIGHT
MERS OF MICHIGAN	21,821.94	RETIREMENT AUGUST
MORRIS, STEVE	8.95	TRAVEL REIMBURSEMENT - MEAL
MUNICIPAL SUPPLY CO	285.37	WATER SUPPLIES
MVW & ASSOCIATES INC	3,853.00	REASSESSMENT
OGEMAW COUNTY HERALD ADLINER	104.72	ADS
REPUBLIC SERVICES 237	12,936.24	GARBAGE SERVICES AUGUST
SLC METERS LLC	2,184.08	METERS
STATE OF MICHIGAN	42,953.07	FAIRVIEW RD
TRACTOR SUPPLY CREDIT PLAN	36.47	VARIOUS SUPPLIES
UPS	3.60	SHIPPING WATER
USA BLUE BOOK	277.85	WATER SUPPLIES
WEST BRANCH AUTOMOTIVE	212.41	VARIOUS SUPPLIES
TOTAL	207,728.20	



STRENGTHENING COMMUNITIES

Grants
Endowments
Planned Giving
Scholarships

August 21st, 2019

Bridget Charles
City of West Branch
121 North Fourth Street
West Branch, MI 48661

Re: Grant Application #20190846 (Music in the Park)

Dear Ms. Charles,

I am writing to inform you that your grant request has been approved for partial funding. The Board of Trustees of the North Central Michigan Community Foundation met on August 20, 2019, and approved a grant in the amount of \$2,000.00 from the Ogemaw County Community Endowment Fund. Please know that requests for funding far outweighed the amount available to grant.

Kindly return a signed grant agreement to this office as soon as possible. An additional copy has been enclosed for your files. The grant will be paid upon receipt of bills, invoices, or other appropriate evidence of expenditures for the specific grant purpose. Proof of expenditure must be dated after August 20, 2019.

Please note the following information about the time within which a grant is to be used. The full amount of your grant must be expended not later than August 20th, 2020. If you are unable to use the award before that date, you must contact our office in writing, before the deadline, to request a six (6) month extension. If no such request is received before the deadline has passed, you will be notified that your award will be closed within two (2) months following the notification. Be sure to mark that date on your calendar.

Enclosed you will also find a **Final Grant Report Form**. We ask that this form be submitted no later than two months following the grant expiration date. Your feedback and photos will help us improve the grant process as well as feature grantees in our newsletters, annual reports, and website. A fillable report form is also available on our website at www.cfnem.org.

Please contact me if you have any questions about this award.

We also encourage you to go online and “like” our Facebook page so you can follow announcements and updates. Your support is important to our continued success.

Sincerely,

Kara Bauer LeMonds
Program Officer
Community Foundation for Northeast Michigan

Enclosures



as an affiliate of the
Community Foundation
for Northeast Michigan

PO Box 495
100 N Ripley St., Ste F
Alpena, MI 49707
tel: 989.354.6881
toll-free: 877.354.6881
fax: 989.356.3319

www.ncmcf.org

THE COMMUNITY FOUNDATION FOR NORTHEAST MICHIGAN
GRANT AGREEMENT

Grant No. 20190846

This grant agreement is applicable only to U.S. Grantees which have been ruled to be exempt organizations described in Section 501(c)(3) by the I.R.S.

Upon application by **City of West Branch** (hereinafter "Grantee") to the Community Foundation for Northeast Michigan (hereinafter "Grantor"), Grantor agrees to make the following Grant, and Grantee agrees to accept such Grant, in accordance with the terms below and subject to the additional conditions set forth in Exhibit A attached hereto and made a part hereof:

1. GRANT AMOUNT: **\$2,000.00 from the Ogemaw County Community Endowment Fund**
2. GRANT TERMS: To be paid upon receipt of bills, invoices or other appropriate evidence that the project/program is under way or complete. Receipts and invoices must be dated after August 20, 2019.
3. SPECIFIC PURPOSES OF THE GRANT: The Grant shall be used solely for the following purposes including administrative expenses which are ordinary and necessary to accomplish the purposes of the Grant:

Music in the Park


(Any reference above to an organization or person to which the Grantee may make distribution is solely illustrative and is not a condition imposed by Grantor. See Paragraph 1 of Exhibit A.)

4. TIME WITHIN WHICH GRANT IS TO BE USED: Please note: Grantee shall expend the full amount of the award not later than August 20th, 2020. If unable to expend the award before this date, Grantee may contact the CFNEM office, in writing and before the deadline date, for a six (6) month extension. If no request is made for an extension and the deadline date has passed, Grantee will be notified that the award will be closed within two (2) months following the notification.
5. PHOTO/MEDIA PERMISSION: **By signing this grant agreement, grantee permits CFNEM to use photographs or videos either taken by CFNEM or provided by grantee of the project or program and its participants for promotion and/or advertising related to CFNEM activities.**

Executed by or on behalf of Grantor and Grantee as follows:

GRANTOR: Community Foundation for
Northeast Michigan
P.O. Box 495
Alpena, MI 49707

GRANTEE: City of West Branch
121 North Fourth Street
West Branch, MI 48661

By: 
Patrick A. Heraghty
Executive Director

By: _____
Executive Director

Dated: August 21st, 2019

Dated: _____

**Community Foundation for Northeast Michigan
And Affiliates: Iosco County Community Foundation, North Central Michigan
Community Foundation, and Straits Area Community Foundation**

EXHIBIT A

Additional Conditions to Grant Agreement

1. Restrictions to using the grant. Grantee will agree to use the funds only for the designated purpose as described in the grant application and subsequent grant notification letter; to notify the Community Foundation of and obtain its consent to any substantial deviation from said purpose; and to not use the funds for any purpose prohibited by law.
2. Record keeping. Grantee agrees to maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended.
3. Reports to grantor. Grantee shall submit the Final Grant Report Form, including any requested materials as specified in the grant notification letter.
4. Access to records. Grantee will permit the Community Foundation, at its request, to have reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion of the project.
5. Grantee holds grantor harmless. Grantee agrees to hold grantor harmless from any and all liability of any sort which grantor would be subject to as a result of this grant and agrees to fully indemnify grantor if any liability shall be incurred by grantor.
6. Publicity. Grantee agrees to recognize the Community Foundation in publicity materials related to the funded project or program as specified in the grant notification letter and to submit photos, if available, for the Community Foundation to use for publicity and marketing purposes.

THE COMMUNITY FOUNDATION FOR NORTHEAST MICHIGAN
GRANT AGREEMENT

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Music in the Park

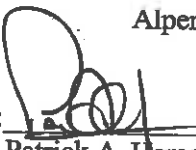
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Northeast Michigan
P.O. Box 495
Alpena, MI 49707

GRANTEE: City of West Branch
121 North Fourth Street
West Branch, MI 48661

By: 
Patrick A. Heraghty
Executive Director

By: _____
Executive Director

Dated: August 21st, 2019

Dated: _____

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Request for Developer Qualifications (RFQ)

The City of West Branch offers 38.5 acres
for sale for residential opportunities
directly off of M-30



Asking Price: \$250,000

*This Property is located in a U.S.
Department of Treasury designated
Opportunity Zone under the 2017
Tax Cuts and Jobs Act.*

1.

Development Opportunity ... 3

2.

Site Context: West Branch, MI ... 4

3.

Market Conditions ... 5

4.

Development Process ... 6

5.

Selection Process and Criteria ... 7

Development Opportunity

The City of West Branch, Michigan seeks developers for a city-owned property located off of M-30. The 35.8 acre vacant parcel provides a unique development opportunity for new-build housing projects in the midst of a thriving community. The site is not far from downtown, is close to schools, Irons Park, and the hospital. Irons Park is complete with walking trails, tennis courts, basketball courts, pickleball courts, and children's playground

The City of West Branch preferred development for this site would:

- Create new, for-sale residential options in a combination of:
 - Single-Small Lots, Single Family-Large Lots, Duplexes & Townhome Designs
 - Multi family apartments

The City of West Branch's asking price is \$250,000. Price reduction considerations may be made in support of an ideal development plan. Interested development teams are invited to submit qualifications to the City by 2pm Tuesday, October 1, 2019; please refer to page 7 for submittal details.



This property is located in a U.S. Department of Treasury designated Opportunity Zone.



Site Context: West Branch, Michigan

West Branch, is a small community of approximately 2,000 people in northeast Michigan. West Branch is located off of I-75 and is centralized in proximity to Bay City, Saginaw, Midland, and Grayling. Nearby assets include:

- **Senior & Higher End Residential Neighborhoods.** There are a variety of senior assisted living complexes including but not limited to the Brook, Horizon Senior Living and the Villas in the immediate vicinity of the project site. In addition, higher end single family residential neighborhoods are continuing to grow in this area.
- **Ogemaw Heights High School, Surline Middle and Elementary Schools, and Peter Pan Preschool** are less than a mile away from this property, serving students from West Branch and the surrounding area with an excellent education.
- **Irons Park.** Irons Park is a gathering place for West Branch residents of all ages, including a one of a kind wooden playground, basketball courts, tennis courts, pickleball courts, and in the winter an ice skating rink and sledding hill. There are two pavilions in the park and it is also the home to our Music in the Park Thursday night concerts.

West Branch has a diverse labor market including a rapidly growing medical field, retail, small businesses, and manufacturing fields. Some of the larger manufacturing companies include **Hyperion** and **Wassau Supply**.

This site is in close proximity to the community amenities mentioned above. With all of the neighborhoods, parks, and schools less than a few minute drive away, the heart of downtown only one mile. This site provides access to all West Branch has to offer.



Site Vision



The City of West Branch is seeking site concept proposals of townhomes, condominiums or other types of residential development projects that will fit the project site that is proposed. The homes in the image above are examples of the type of residential development that the City feels would fit this site well. The City of West Branch is open to variations in architectural designs and site development concepts.

Market Conditions

Residential Market Potential

There are two housing studies that have focused on the West Branch market. The first study was a Target Market Analysis financed by MSHDA and performed by Land Use I USA. The second housing study was financed by MEDC and performed by Community Research Services, LLC. The results of each study are summarized below.

Ogemaw County / West Branch Residential Target Market Analysis	West Branch Housing Market Assessment
Missing Middle Housing Formats show need and desire for new-builds of upscale apartments, townhouses and condominiums	Approximately 40 units of 40 units initially (with future phases) of market rate garden apartments and townhouses. Rental rates (2018) at \$850 1-BR and \$1,050 2-BR.
Over a 7-year period, there is a potential to grow from 281 townhomes to 798 townhomes in the City of West Branch.	Single family or duplex structures with attached garages targeted for couples and small families. Price point (2018) between \$160,000 and \$195,000.
Preference for moderate target markets are townhomes, condominiums, and apartment complexes to serve a county with a median income of \$44,373.	Senior, independent living units. Approximately 20 apartment units. Suggested structure mix includes duplex or four-plex with attached garages. Price points (2018) between \$1,200 1-BR and \$1,395 2-BR.

Sales figures compiled by the Branch County Association of Realtors confirm strong demand in the City of West Branch submarket, with a 2018 average sale price of \$131,600 which is higher than the previous two years.

2018 saw the opening of the Aldis food market along with plans being submitted for a new O'Reileys Auto Parts, Culvers, and Meijer. In addition, other recent industrial expansion or relocation announcements to West Branch have resulted in another 200 plus jobs for a total of over 1,000 new jobs being brought to the community.

Development Process

Upon selection of a qualified developer, the City of West branch anticipates entering into a letter of intent/pre-development agreement to allow for due diligence activities and completion of a final development agreement. The city expects this pre-development agreement to be in effect for six months or until a final development agreement is reached.

Master Plan and Zoning

Master Plan:

The City of West Branch just recently adopted an updated master plan in the spring of 2019. The plan was built around a housing market analysis. The housing market analysis identified a critical need for additional housing while affirming the City's commitment to providing a variety of residential choices which are safe and stable and meet the needs of all of the city's residents. Critical to this effort is the prioritization of infill development on land already well-served by utility and transportation infrastructure and located near public facilities. The City of West Branch is further committed to providing a variety of first-rate city-wide recreational amenities easily accessible to every neighborhood through pedestrian and bicycle networks.

Zoning:

The City of West Branch recently updated its zoning ordinance in the spring of 2019. The 35.8 acre site is currently zoned Multi Family Residential District.

Land Use approval process. The City's zoning code also provides for the rezoning of property through a Planned Unit Development designation process as well that would holistically consider the proposed development based upon the submission of an approved plan.

Utilities

The site is served by public streets to the east (M-30.). Full access to utilities is provided from this street.

- Streets, Storm, Water, Sewer: City of West Branch
- Telecommunications: Spectrum Telecommunications
- Electric: Consumers Energy
- Natural Gas: Michcon

Redevelopment Ready Community

The City of West Branch is pursuing certification as a Redevelopment Ready Community (RRC) by the Michigan Economic Development Corporation. The RRC certification recognizes the City's development regulations and processes as up-to-date, clear, and predictable, as determined by a rigorous external assessment.

Available Incentives

- Reduction in land purchase price. This may be considered in support of an excellent development proposal.
- Michigan Community Revitalization Program. Grants or loans may be applicable to the subject site and the City will support an application to the MEDC if the project qualifies.

Selection Process and Criteria

The City of West Branch will review and evaluate all complete proposals in response to this RFQ to identify and engage with qualified developers. An initial response to this RFQ must include the following information:

Letter of Interest: Provide a letter identifying the development team and providing a brief description of the team's vision for the site.

Concept plans or renderings.

Development Experience/Portfolio: Provide a short description of past projects of a similar nature completed by the development team (up to 10 pages). Include a description of the projects, cost, completion date, and references.

Resume: For firm and lead team members

The City of West Branch may seek additional information upon receipt of a development proposal. The RFQ and responses should not be considered a legally binding agreement. Upon selection of a qualified development team, the City of West Branch will enter into a pre-development agreement including purchase price, due diligence period, and other terms.

Proposal Format

All submissions should be addressed to the City of West Branch, ATTN: John Dantzer, City Clerk, 121 N. Fourth St., West Branch, MI 48661. Two copies of the RFQ and one electronic copy should be submitted.

Contacts & Questions

Frank Goodroe
City Manager
121 N. Fourth St.
West Branch, MI 48661
989-345-0500
citymanager@westbranch.com

Schedule for Review & Selection

Proposal Submission to City:	October 1, 2019
Internal Review by City:	October 11, 2019
Developer Negotiations:	Week of October 14, 2019
City Council Selection:	October 21, 2019

Thank you.



B R i
Beckett&Raeder

RESOLUTION #19-18

WHEREAS, the Industrial Park #1 does not have any vacant lots available, and

WHEREAS, lots adjacent to the Industrial Park became available by auction, and

WHEREAS, the Industrial Park Board has been looking for land for the addition to the park and for future development, and

WHEREAS, the City Council is in agreement for the need for additional lots and authorized the City Manager to engage in the auction for the sale of land; and

WHEREAS, the City of West Branch was awarded the bid for the vacant lots; and

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

FUND 251 – Industrial Park fund

	BUDGET	AMENDED
ANTICIPATED CARRY OVER	226,660	146,660
REVENUE		
Dept. 000.000		
642.400 Sale of Lots	0	0
664.400 Interest Income	2,500	2,500
TOTAL REVENUES	2,500	2,500
EXPENDITURES		
Dept. 000.000		
703.700 Salaries and wages	1,066	1,066
714.700 Mandatory Medicare	15	15
715.700 Social Security (employer)	70	70
718.700 MERS retirement	15	15
720.700 Workers Compensation Premium	45	45
724.700 Unemployment insurance benefit	3	3
782.700 Administration	1,000	1,000
801.700 Contractual services	1,350	1,350
941.700 Equipment expense	1,900	1,900
956.700 Expenses	100	100
977.700 Capital acquisitions	0	80,000
TOTAL EXPENDITURES	5,464	85,464

RESOLUTION #19-19

WHEREAS, the Michigan Department of Transportation (MDOT) is authorized by 1925 PA 17 section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways subject to the approval of the State Administrative Board, and

WHEREAS, MDOT has affirmatively found that consulting with the Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest, and

WHEREAS, it is a requirement of MDOT for the Municipality to name an authorized signer for the contract.

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby authorizes City Manager Frank Goodroe, to sign all documents pertaining to the MDOT state trunkline maintenance contract.

CONTRACT NO. 2019-0795
REGION: NORTH
AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF WEST BRANCH

This Contract, made and entered into this date of _____, by and between the Michigan Department of Transportation (MDOT), and the Michigan municipal corporation (Municipality) of the
City of West Branch.

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways. MDOT, subject to the approval of the State Administrative Board; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest.

The parties agree as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

Section 2. SCOPE OF WORK

- A. The Municipality will perform maintenance work under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

2. MDOT will further require Permit Applicants to provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities and public utilities or when specifically waived by the Municipality in writing.

3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this Contract.

The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

Section 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

Section 5. SUPERVISION

The Municipality hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): _____

Signal/Electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

Section 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance under this Contract, may, at the option of the Municipality, be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality including aggregates and bituminous materials, may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways, are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(D). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

Section 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bid/price solicitation and subcontracts will be in conformance with the Municipality's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years; said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- A. **Subcontracts \$24,999 or less:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

Section 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

Section 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily

injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability. The Municipality agrees to review its insurance programs with its statewide association in an attempt to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted to MDOT.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Law for all employees performing work under this Contract, MCL 500.3400, *et seq.*

SECTION 15. BUDGET GUARANTEE

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The Municipality will work with MDOT to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality supplied road salt, winter sand, other de-icing chemicals and overhead.

The Region Engineer and the Municipality will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the Region Engineer and the Municipality.

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicted in Appendix G.

SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

MDOT will reimburse the Municipality for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the review for each respective year of the Contract period.

- A. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- B. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- E. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 - 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to

identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. **Non-Bulk Items (measured by area or count):**

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- F. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- I. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of _____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the Region Engineer shall be required and kept on file for review purposes.

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of PAVEMENT MARKING will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

SECTION 23: RECORDS TO BE KEPT

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under the state trunkline maintenance contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
 - 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 - 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT under this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
3. Include a written explanation as to any questioned item of expense. Hereinafter, the "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For Review Disputes the submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their RESPONSE.
- 2) If, after an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. In the event that a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if mutually agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2019 through September 30, 2024.

SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT

- A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.

The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.

- B. Upon termination of this Contract "for cause" or any reason, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, as set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this agreement have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.

SECTION 31: AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF WEST BRANCH

BY: _____
TITLE:

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A
MICHIGAN DEPARTMENT OF TRANSPORTATION
MUNICIPALITY CONTRACT
DEFINITIONS

ANNUAL WORK PLAN: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

BUDGET/FIELD ACTIVITY BUDGET: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

CHEMICAL STORAGE FACILITIES: Bulk salt storage buildings.

COMPONENTS OF AN ANNUAL WORK PLAN: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

MDOT APPEAL PANEL: A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

EQUIPMENT SPECIFICATIONS AND RENTALS: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

MICHIGAN STATE TRANSPORTATION COMMISSION: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

OFFICE OF COMMISSION AUDIT (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is

charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

REGION ENGINEER: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

RESPONSE: A written explanation as to any questioned item of expense

SCHEDULE C EQUIPMENT RENTAL RATES: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment.

SMALL HAND TOOLS: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

STATE ADMINISTRATIVE BOARD: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

STATE TRUNKLINE HIGHWAY: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

WINTER MAINTENANCE: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol above*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity codes.

APPENDIX B
MICHIGAN DEPARTMENT OF TRANSPORTATION
MUNICIPALITY CONTRACT
OVERHEAD SCHEDULE
Effective October 1, 2019, through September 30, 2024

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D
STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments

arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a

written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
<ul style="list-style-type: none">• Region Engineer approval required prior to start of work.• Form 426 must be signed by the Region Engineer.• Documentation of amendment is required by the Municipality.• Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval prior to the start of work.	\$499,999 or less	<p>Not required</p> <p>Note: Emergency contracts \$250,000 or greater require SAB approval.</p>
	\$500,000 or greater	<p>Required prior to the start of work</p> <p>Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.</p>

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

April 25, 2017



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

APPENDIX G

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ *inches* or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)
Critical Drainage Area Sweeping (to prevent roadway flooding)

Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designated urban areas
Non-motorized path maintenance

Digital Signatures with MDOT

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CERTIFICATE OF INSURANCE
FOR STATE HIGHWAY MAINTENANCE CONTRACT
Information required by MDOT to report insurance coverage.

DISTRIBUTION:
Original - Maintenance Div.
Copy - Insured Party
Copy - Insurance Agency
Copy - Insurance Company

TO MICHIGAN DEPARTMENT OF TRANSPORTATION: The subscribing insurance company certifies that the motor vehicle insurance for limits of liability as indicated, herein, has been procured by and furnished in behalf of the named insured.

NAME OF INSURED		ADDRESS					
TYPE OF INSURANCE							
INSURANCE	POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	COVER-AGE	* LIMITS OF LIABILITY		
					EACH PERSON	EACH ACCIDENT	AGGREGATE
Automobile Liability Insurance with respect to owned, hired and non-owned automobiles.				B. 1.			
				P. D.			
The subscribing company agrees that the policy referred to herein shall not be changed or cancelled until thirty (30) days written notice has been given to the MICHIGAN DEPARTMENT OF TRANSPORTATION, Lansing, Michigan.							
INSURANCE COMPANY		ADDRESS					
AUTHORIZED REPRESENTATIVE SIGNATURE <i>(Do not stamp.)</i>					DATE		

* This limits of liability shall be no less than \$250,000 each person and \$500,000 each accident for Bodily Injury.

2019 Municipality State Trunkline Maintenance Contracts



Process:

- 1) Fill in required contract information (see below). All fields (except date which is left blank) must be filled in electronically.
- 2) Certified resolution/authorization is required to specifically name the official(s) who are authorized to sign the contract. They will be the only individual(s) authorized to digitally sign the contract. Instructions are attached to register for DocuSign.
- 3) Email signed contract, union agreement, resolution and certificate of insurance (428) to your Region Contact person.
- 4) After the contract is finalized, a copy will be emailed to you.

Required information:

- 1) Page 1. The date is left blank. Do **not** fill in date. MDOT will date the contract when it is awarded. This contract is not awarded until it has been signed by all parties.
- 2) Section 4, pg. 4. Fill in Contract Administrator's name.
- 3) Section 5, pg. 4. Fill in designees. If not applicable, enter N/A.
- 4) Section 6, pg. 5. Fill in wage information if there is no union agreement. If there is a union agreement, attach it to the email and insert "see union agreement" under the second paragraph.
- 5) Section 8, pg. 6. Fill out Firm Unit Prices. If section does not apply, enter N/A.
- 6) Section 18, pg. 14. Insert snow hauling percent. If section does not apply, enter N/A.
- 7) Section 31, pg. 22. Authorized signature inserted per resolution.



Northeast Michigan Council of Governments

80 Livingston Blvd Suite U-108 | PO Box 457 | Gaylord, MI 49734 | Voice: 989.705.3730 | Fax: 989.705.3729 | nemcog.org

August 16, 2019

Heather Grace City Manager
City of West Branch
121 N. 4th Street
West Branch, MI 48661

Re: Fiscal Year 2020 NEMCOG Appropriations

Dear Heather,

Enclosed please find the City of West Branch's FY 2020 Appropriation amount to Northeast Michigan Council of Governments (NEMCOG). Rates did not increase for FY2020.

If you are interested in discussing opportunities to utilize NEMCOG services, please do not hesitate to contact me.

Thank you for your continued support and as always please feel free to contact me should you have any questions or concerns.

Sincerely,

Diane Rekowski
Executive Director

Regional
Cooperation
Since
1968

Alcona * Alpena * Cheboygan * Crawford * Emmet * Montmorency * Oscoda * Otsego * Presque Isle

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Northeast Michigan Council of Governments

80 Livingston Blvd Suite U-108 | PO Box 457 | Gaylord, MI 49734 | Voice: 989.705.3730 | Fax: 989.705.3729 | nemcog.org

TO: Heather Grace, Manager
City of West Branch
121 N. 4th Street
West Branch, MI 48661

INVOICE

390-190816CWB

August 16, 2019

RE: Membership Services FY2020

October 1, 2019 – September 30, 2020

Total Requested Amount: \$958.00

**REMIT TO: NEMCOG
PO BOX 457
GAYLORD, MI 49734**

Regional
Cooperation
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**MOTION BY FABBRI, SECOND BY HUNTER, TO APPROVE THE DDA
DOWNTOWN DEVELOPMENT PLAN ADDENDUM TO INCLUDE THE TIFF
DEADLINE EXTENSION.**

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

No – None Absent – Resteiner, Zimmerman 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 DDA held in compliance with the Open Meetings Act on Tuesday, June 25, 2019.

City of West Branch DDA - DDA Development Plan and TIF Plan
Public Hearing Process

Action	Contents	Documentation by City
City Council establishes Public Hearing Date 10/7	Public Hearing scheduled at least thirty days from date of City Council consideration.	Copy of meeting minutes
Newspaper Advertisement First Notice in Newspaper no more than 40 days from Public Hearing date. 7/12 paper	Date, Time, Location of Meeting; General description of purpose and area within community affected by Plan	Affidavit of publication from local newspaper
Newspaper Advertisement Second Notice in Newspaper within 20 days of Public Hearing 7/14 paper	Date, Time, Location of Meeting; General description of purpose and area within community affected by Plan	Affidavit of publication from local newspaper
Mailing – First Class Notice to Property Owners within the proposed DDA district expansion area N/A	Date, Time, Location of Meeting; General description of purpose and area affected by Plan	List of Property Owners sent notification.
Posters 20 locations in District no more than 40 days from Public Hearing date.	20 Public Hearing posted within the proposed district area.	List noting the address of each Public Hearing poster location
Mailing – Certified Notice of Public Hearing certified mailed to each taxing jurisdiction whose taxes will be captured by the DDA TIF Plan	Date, Time, Location of Meeting; General description of purpose and area affected by Plan with copy of the Development Plan and TIF Plan	Copy of all letters mailed.
Public Hearing	City Council conducts the Public Hearing	City Council Minutes
Jurisdictional 60-Day Review Copy of the ordinance and any supporting material is sent to any jurisdiction that may be subject to tax increment capture.	Certified letter with ordinance and supporting material with an opportunity to comment within 60-day period. The end DATE should be included in the letter.	Copy of letter to each municipality.
Ordinance	City Council adopts ordinance which, by reference, approves the Plan	City Council minutes and certified copy of ordinance

**AMENDED AND RESTATED
DEVELOPMENT PLANS and TAX INCREMENT FINANCING
PLANS
for the
West Branch Township DDA
City of West Branch DDA
Ogemaw Township DDA**



August 2019

AMENDED and RESTATED JOINT DDA DEVELOPMENT PLANS and TAX INCREMENT FINANCING PLANS

for the Downtown Development Authorities of

West Branch Township, Adopted XX-XX-2019

City of West Branch, Adopted XX-XX-2019

Ogemaw Township, Adopted XX-XX-2019

West Branch Township DDA

Emil Rousseau, Chair

Ryan Veeder

Greg Morris

Brad Neubecker

Bob Griffin

Ken Gildner

Ted Boomer

Jim Morris

Jay Spaulding

Laura Hanlon

City of West Branch DDA

Samantha Fabbri, Chair

Joe Clark

Sandy Rabidue

Autum Hunter

Joanne Bennett

Cathy Zimmerman

Erin Resteiner

Mike Cozad

Ogemaw Township DDA

Yvonne DeRoso, Chair

Tim Dillon

Tracy Turner

Denis Stephens

Van Sheltrown

Bob Resteiner

Craig Scott

Bill Ballard, Jr.

Eric Alderton

TABLE OF CONTENTS

BACKGROUND AND PURPOSE

Purpose of the Tax Increment Financing Authority	1
Joint DDA Development Plan	1
Creation of the West Branch Township Downtown Development Authority	1
Creation of the City of West Branch Downtown Development Authority	1
Creation of the Ogemaw Township Downtown Development Authority	2
Basis for the Development Plan	2

GENERAL DEVELOPMENT PLAN

General Development Plan for the Joint DDA Downtown Development Area	3
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DEVELOPMENT PLAN

2A	Designation of Boundaries of the Development Plan	4
	Legal Description of the West Branch Township DDA	5
	Legal Description of the City of West Branch DDA	5
	Legal Description of the Ogemaw Township DDA	6
2B	Location and Extent of Existing Streets and other Facilities	7
2C	Existing Improvements to be Demolished, Repaired or Altered	8
2D	Location, Extent, Character and Estimated Cost of Improvements	8
2E	Statement of the Construction or Stages of Construction Planned	14
2F	Parts of the Development to be Left as Open Space	20
2G	Portions of the Development Area to Sell, Donate, Exchange or Lease	20
2H	Desired Zoning Changes and Changes in Streets	20
2I	Estimate of the Cost of Development, Proposed Method of Financing	20
2J	Designation of Person(s) To Benefit from Improvements	20
2K	Procedures for Bidding Conveyance of Property	21
2L	Estimate Number of Persons Residing in the Development Area	21
2M	Plan for Establishing Priority for the Relocation of Persons Displaced	21
2N	Provision for the Costs of Relocation	22
2O.	A Plan for Compliance with Act 227 of PA of 1972	22

TAX INCREMENT FINANCING PLAN

Amendment of the Tax Increment Financing Plan	23
West Branch Township	23
City of West Branch	23
Ogemaw Township	23

MAPS/GRAPHIC

1	Joint Downtown Development Authority Districts	3
2	Joint Downtown Development Authority Development Areas	4

TABLES

1	West Branch Township DDA Projects and Programs and Probable Costs	8
2	City of West Branch DDA Projects and Programs and Probable Costs	10
3	Ogemaw Township DDA Projects and Programs and Probable Costs	12

4	West Branch Township DDA Projects and Programs by Priority	14
5	City of West Branch DDA Projects and Programs by Priority	16
6	Ogemaw Township DDA Projects and Programs by Priority	18
7	Collaborative DDA Programs by Project and Municipality	18
8	Summary of DDA Programs by Project and Municipality	20
9	Estimate Number of Citizens within the DDA District and Development Area	21

EXHIBITS and ADOPTION DOCUMENTATION

1	11 x 17 Map of DDA Districts
3	Notice of Public Hearing Advertisement <ul style="list-style-type: none"> • West Branch Township • City of West Branch • Ogemaw Township
4	Letters to affected Property Owners regarding the Public Hearing <ul style="list-style-type: none"> • West Branch Township • City of West Branch • Ogemaw Township
5	Board Public Hearing Meeting Minutes XX-XX-2019 <ul style="list-style-type: none"> • West Branch Township • City of West Branch • Ogemaw Township
6	Board Meeting Minutes Adopting Ordinance XX-XX-2019 <ul style="list-style-type: none"> • West Branch Township • City of West Branch • Ogemaw Township
7	Ordinance Adopting the Joint DDA Development XX-XX-2019 <ul style="list-style-type: none"> • West Branch Township • City of West Branch • Ogemaw Township

DEVELOPMENT PLAN

Background and Purpose

Purpose of the Tax Increment Financing Act (replacement to Downtown Development Authority Act)

Act 57 of Public Acts of 2018 of the State of Michigan, referred to as the Tax Increment Authority Act incorporates PA 197 of 1975, formerly referred to as the Downtown Development Authority Act. Part 2 of PA 57 of 2018, contains the provisions for Downtown Development Authorities.

Downtown Development Authorities were created in part to correct and prevent deterioration of business districts; to promote economic growth and revitalization; to encourage historic preservation; to authorize the acquisition and disposal of interests in real and personal property; to authorize the creation of the authority; to authorize the levy and collection of taxes, the issuance of bonds and the use of tax increment financing in the accomplishment of specific downtown development activities contained in locally-adopted development plans.

The Act seeks to attack problems of urban decline, strengthen existing areas and encourage new private developments in the downtown districts of Michigan communities. It seeks to accomplish this goal by providing communities with the necessary legal, monetary and organizational tools to revitalize downtown districts either through public-initiated projects or in concert with privately motivated development projects. The way downtown development authorities chose to make use of these tools does, of course, depend on the problems and opportunities facing each downtown district and the development priorities sought by the community in the revitalization of its business area.

Joint DDA Development Plan

The City of West Branch, West Branch Township, and Ogemaw Township are contiguous to each other and form a corridor called the “Loop” which extends from Exit 212 to Ext 215. These three DDA’s have been meeting quarterly to discuss common projects and programs. The Joint DDA Development Plan, a product of Project Rising Tide, is an effort to prepare one development plan which incorporates the projects and program of each DDA and discloses those projects and programs to build better cohesiveness between the three units of government. It is hoped that this process will improve collaboration and potential multi-jurisdictional funding opportunities.

Creation of the West Branch Township Downtown Development Authority

On December 24, 1992, the West Branch Township Board of Trustees adopted an Ordinance 15, establishing the West Branch Township Downtown Development Authority (“DDA”).

Creation of the City of West Branch Downtown Development Authority

On December 17, 1979, the City of West Branch adopted an Ordinance 154 establishing the West Branch Downtown Development Authority (“DDA”) and district. Since its establishment the original DDA district the boundaries were amended to enlarge the district on November 17, 1986, through Ordinance 184.

Creation of the Ogemaw Township Downtown Development Authority

On January 14, 2004, the Ogemaw Township Board of Trustees adopted an Ordinance 29, establishing the Ogemaw Township Downtown Development Authority (“DDA”).

The Basis for the Development Plan

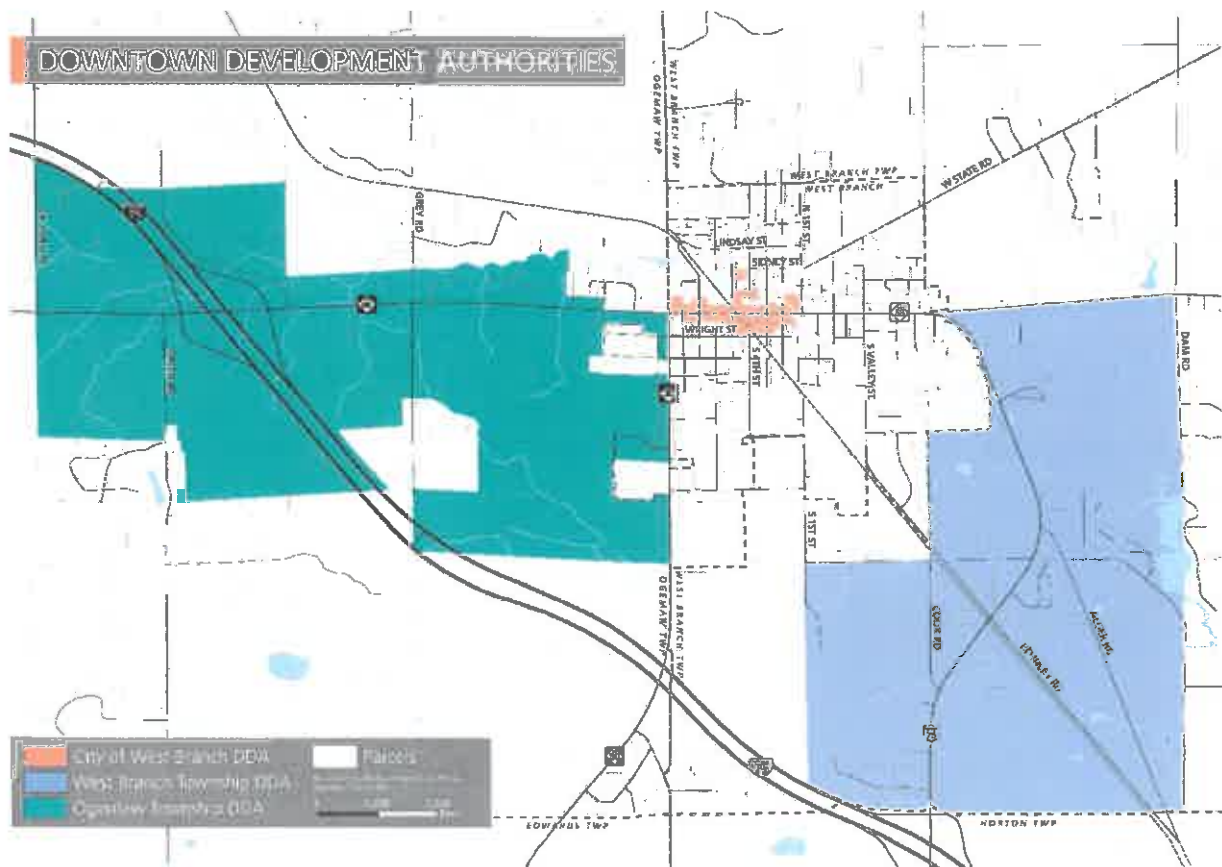
Act 57 of Public Acts of 2018 which replaced Act 197 of Public Acts of 1975, the Downtown Development Authority Act (“Act 57”), provides the legal mechanism for local officials to address the need for economic development in the community’s business district.

For purposes of designating a development plan district and for establishing a tax increment financing plan, the Act refers to a "downtown district" as being in a business district that is specifically designated by ordinance of the governing body of the municipality and a "business district" as being an area in the downtown of a municipality zoned and used principally for business. Tax increment financing can be used to provide the necessary funds for project implementation for those projects and programs disclosed in the Development Plan. By definition, a tax increment financing plan seeks to capitalize on and make use of the increased tax base created by economic development within the boundaries of a downtown district, more specifically the DDA Development area. The legal basis of support for the Development Plan and Tax Increment Financing Plan is identified in Act 57 of the Public Acts of 2018, as amended. Since the inception of all three Downtown Development Authorities tax increment revenues have been used to further the revitalization of their respective business districts and corridors.

The purpose of preparing a joint development plan for the three Downtown Development Authorities is to identify shared projects and priorities that form the “loop” connecting Exit 212 (Cook Road) with Exit 215 (Houghton Avenue), also known as Business Loop I-75.

GENERAL DEVELOPMENT PLAN FOR THE JOINT DDA DEVELOPMENT AREA

The need for establishing the City of West Branch, West Branch Township and Ogemaw Township Downtown Development Authorities (referred to as "DDA's ") is founded on the basis that the future success of their efforts to revitalize their commercial areas will depend, in large measure, on the readiness and ability of its public corporate entity to initiate public improvements that strengthen the commercial area, and to encourage and participate where feasible in the development of new private uses that clearly demonstrate the creation of new jobs, the attraction of new business, and the generation of additional tax revenues. Map 1 shows the geographic limits of the three Downtown Development Authorities effective at the time of the respective adoption. The Development Area District or boundary, (Map 2) must be equal to or less than the geographic limits of the Downtown Development Authority District.



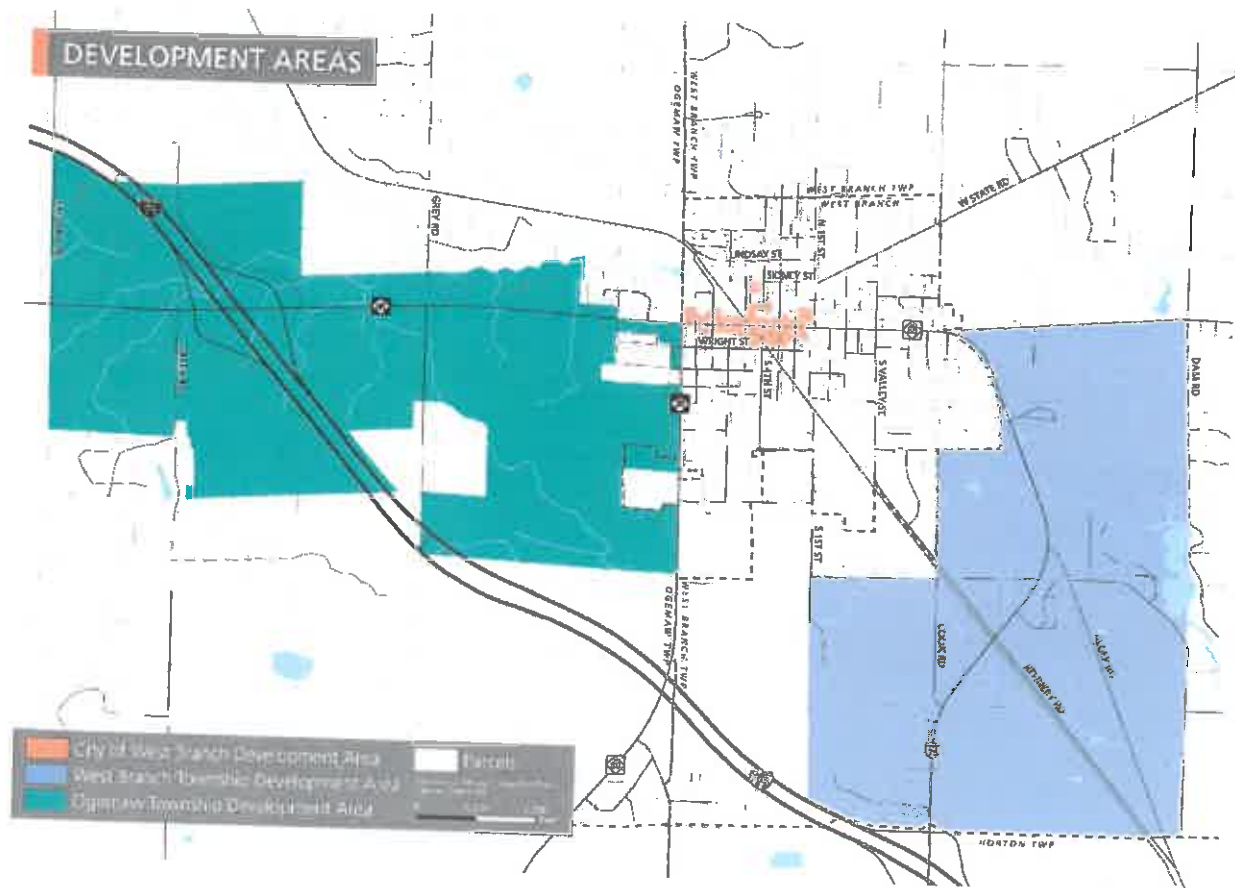
Map 1

City of West Branch, West Branch Township and Ogemaw Township
DOWNTOWN DEVELOPMENT AUTHORITY DISTRICTS

DEVELOPMENT PLAN

2A. Designation of Boundaries of the Development Area

The Development Area boundaries are located within the jurisdictional limits of the City of West Branch, West Branch Township, and Ogemaw Township. The City of West Branch established the Downtown Development Authority pursuant to Act 197 of 1975 through adoption and publication of Ordinance 154; on December 17, 1979, and later expanded the District in 1986 through the adoption of Ordinance 184. West Branch Township established the Downtown Development Authority pursuant to Act 197 of 1975 through adoption and publication of Ordinance 15; on December 24, 1992. Ogemaw Township established the Downtown Development Authority pursuant to Act 197 of 1975 through adoption and publication of Ordinance 29; on January 14, 2004. The Development Area boundaries are illustrated below.



Map 2

City of West Branch, West Branch Township and Ogemaw Township
DOWNTOWN DEVELOPMENT PLAN and TAX INCREMENT FINANCING PLAN BOUNDARY
Legal Description of Each DDA Development Area

The respective downtown development authority shall exercise its powers and duties within the downtown development district, specifically described as follows:

West Branch Township

The area is generally bounded by M-55 on the north (Section 29), on the east by Dam Road, on the south by the Township Line and I-75, on the west by the N-S-1/4 line of Section 31, on the north of Section 31 by Flowage Lake Road and on the west of Section 29 by the West Section line.

The legal description of the West Branch Township DDA District area is as follows:

All property is located in T22N, R2E, Township of West Branch, Ogemaw County Sec. 31 North of I-75; Sec. 29 South of M-55 except for that portion within the City of West Branch; Sec. 32, and the East 1/2 of Sec. 30 North of I-75
(Ord. 15, December 24, 1992)

City of West Branch DDA

Beginning at the southeast corner of Lot 9, Block 12, of the recorded plat of D. Wright and Co. Addition to the City of West Branch; thence north along the east line of said block to a point 41.0 feet north of the southeast corner of Lot 8, Block 12, thence west to a point intersecting the southerly line of Lot 8, thence northwesterly along Lot 8, to the southwest corner of the alley; thence west along the south line of Lot 12, Block 12, to the center of Second Street; thence south along said center line to a point 17.0 feet south of Lot 3, Block 3 of the recorded plat of R.H. Weidemann and Co. Addition to the City of West Branch; thence west along said line to the west side of the alley; thence north along the west side of alley to a point 44.0 feet north of the southeast corner of Lot 9, thence west along said line to the centerline of Third Street; thence south along centerline to a point in line with the north line of Lot 1, Block 2, thence west along said line to the west side of alley; thence south along west side of alley 30.0 feet; thence west along said line to the west right-of-way line of Fourth Street; thence north to the northeast corner of Lot 2, Block 1; thence west along said line to the east side of alley; thence north along the east side of alley to the mid point of Lot 5, Block 1, thence east to a point in the centerline of Fourth Street; thence south 57.0 feet; thence east 129.5 feet; thence north to the line of Lot 9, thence east to the west line of alley; thence north along west line of alley to West Branch of Rifle River; thence northwesterly along said river to the centerline of Fourth Street, thence south along centerline to a point eight feet south of north line of Lot 7, Block 9, of the recorded plat of D. Wright and Co. Addition to the City of West Branch, thence to the east right-of-way line of Fifth Street to the northwest corner Lot 5, Block 9, thence east along the north line of Lot 5, to a point 50.0 feet west of the right-of-way of Fourth Street; thence north to the north line of Lot 2, Block 9, thence west to the centerline of Fifth Street; thence south to a point in line with the north line of Block 4, of the recorded plat of R.H. Weidemann and Co. Second Addition to the City of West Branch; thence west to a point midway on the north line of Lot 11, Block 3, thence north 33.0 feet; thence north 18°23'10"E 110.3 feet to the right-of-way of railroad spur; thence northwesterly along said railroad spur to the centerline of Seventh Street; thence south along centerline to a point 70.0 feet north of the northeast corner of Lot 1, Block 2, of the recorded plat of R.H. Weidemann and Co. Second Addition to the City of West Branch; thence westerly to the northeast corner of Lot 10, Block 2; thence south along said east side of Lot 10, 37.0 feet; thence west to the centerline of Eighth Street; thence south to the north right-of-way of Houghton Avenue; thence west to the midpoint of Lot 2, Block 1; thence north 66.0 feet parallel with the east and west boundaries; thence northwesterly to the northwest corner of

Lot 2; thence north to the northeast corner of Lot 10, Block 1; thence west to the easterly right-of-way of M-30 extended north; thence south along said right-of-way to the centerline of Houghton Avenue; thence east to a point in the centerline of Eighth Street; thence south along centerline of Eighth Street to a point intersecting with the south line of Lot 1, Block 2, of the recorded plat of the City of West Branch; thence east to the northwest corner of said Lot 9, Block 2; thence south along the west line to the southwest corner of said lot thence east along the south line of Lot 9, 66.0 feet; thence north to the southwest corner of Lot 8, Block 2, thence east to the northwest corner of Lot 9, Block 4; thence south to the southwest corner of Lot 10, Block 4; thence east to the centerline of Fifth Street; thence south to a point in line with the north right-of-way of Wright Street; thence east to the southeast corner of Lot 6, Block 7; thence north to the southwest corner of Lot 10, Block 7; thence east to the centerline of Second Street; thence north along centerline to a point intersecting with the south line of Lot 1, Block 8; thence east to the southeast corner of Lot 2, Block 8; thence south to the southwest corner of Lot 9; thence east to the southeast corner of Lot 9; thence north along First Street and the center of West Branch of the Rifle River to the north right-of-way of Houghton Avenue; thence east to the place of beginning.

(Ord. 154, passed 12-17-79; Am. Ord. 184, passed 11-17-86)

Ogemaw Township

The Ogemaw Township DDA legal description comprises a list of parcels that are included in the district. This DDA district includes the following parcels.

011-022-003-20	011-024-013-10	011-300-002-00	011-025-003-58	011-025-017-00	011-205-004-00
011-022-003-30	011-024-014-10	011-024-039-00	011-025-003-60	011-025-018-00	011-026-001-10
011-022-015-00	011-024-015-07	011-025-001-00	011-025-003-70	011-025-023-00	011-026-001-15
011-022-016-00	011-024-016-00	011-025-002-00	011-025-004-00	011-025-024-10	011-026-001-50
011-022-017-00	011-024-016-50	011-025-002-10	011-025-005-00	011-025-025-10	011-026-001-60
011-022-017-10	011-024-016-60	011-025-003-00	011-025-005-30	011-025-025-20	011-026-004-00
011-022-017-50	011-024-018-00	011-025-003-05	011-025-006-00	011-025-026-00	011-026-004-10
011-022-017-55	011-024-020-00	011-025-003-20	011-025-007-00	011-025-027-00	011-026-004-40
011-022-018-00	011-024-021-00	011-025-003-25	011-025-010-00	011-201-001-00	011-026-004-50
011-022-019-00	011-024-022-00	011-025-003-30	011-025-010-50	011-201-003-00	011-026-005-00
011-023-007-00	011-024-024-00	011-025-003-35	011-025-010-55	011-201-006-00	011-026-007-00
011-023-008-00	011-024-024-10	011-025-003-36	011-025-011-00	011-201-006-10	011-026-008-00
011-023-009-00	011-024-036-00	011-025-003-45	011-025-014-00	011-201-007-50	011-027-001-00
011-023-013-00	011-024-037-00	011-025-003-51	011-025-015-10	011-201-008-00	011-027-002-00
011-023-014-00	011-024-038-00	011-025-003-53	011-025-015-15	011-201-009-00	011-027-003-05
011-023-015-00	011-024-040-00	011-025-003-54	011-025-015-20	011-201-011-00	011-027-003-80
011-023-016-00	011-024-042-00	011-025-003-55	011-025-015-50	011-205-001-00	011-027-004-00
011-024-013-05	011-300-001-00	011-025-003-57	011-025-016-00	011-205-003-00	011-027-005-00

(Ord. 29, passed 01-14-2004)

2B. The location and extent of existing streets and other public facilities within the development area, shall designate the location, character, and extent of the categories of public and private land uses then existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses, and shall include a legal description of the development area.

West Branch Township DDA	City of West Branch DDA	Ogemaw Township DDA
1,529.3 acres	37.8 acres	1,562.4 acres
219 parcels	111 parcels	139 parcels
Street and Roads		
S Flowage Lake Rd	E. Houghton Avenue	Ski Park Road
Dam Road	W Houghton Avenue	W M 76
W Flowage Lake Rd	N 1 st Street	Green Road
Pilatus Ct.	N and S 2 nd Street	S Gray Road
Fox Run Rd.	N and S 3 rd Street	Minzer Ct
South M-76	N and S 4 th Street	Wright Avenue
Cook Road	N and S 5 th Street	W Ripley Avenue
W M 55	S 6 th Street	
Refinery Rd.	N and S 7 th Street	
Crawford Street	N and S 8 th Street	
Arthur Ct.	Wright Street	
Highland Trail	Sidney Street	
Hodges Drive		
Jonathon Ct.		
Public Facilities/Properties		
Kirkland Community College	West Branch City Hall	Ogemaw Township Hall
Former West Branch Steel	West Branch Police Department	
	U.S. Post Office	
	West Branch District Library	
	Ogemaw Fire Department	
	Former Dry Cleaner Property	
The Character of Land Uses		
Highway commercial including gas stations and fast food restaurants that cater to highway travelers, and regional retailers such as Walmart and Aldi's. There is also an Outlet Mall, and Hotel and Conference Center. Very vehicular dependent.	Traditional historic downtown along Houghton Street. A variety of retail and restaurant establishments. Small city blocks that are adjacent to residential neighborhoods. Development based on a grid pattern. Very walkable.	Highway services such as auto dealers, office buildings and small individual site retail. Very vehicular dependent.
The DDA District also includes some residential homes along Fox Rub Road, Highland Trail, Pilatus Ct., and Arthur Ct. Some of these residential sites are adjacent to Flowage Lake.		

Recreational Land Uses		
Ogemaw Hills Recreation Area	Riverwalk	None
	Pocket park	

2C. Existing Improvements in the Development Area to be Demolished, Repaired or Altered and Time Required for Completion.

West Branch Township DDA	City of West Branch DDA	Ogemaw Township DDA
Properties to be Altered / Demolished		
Former West Branch Steel	Former Dry Cleaners Building	None

2D. The Location, Extent, Character and Estimated Cost of Improvements including Rehabilitation for the Development Area.

The Table 1A through Table 1C outlines the project name, description and estimated cost for those projects identified by the respective DDA Boards.

Table 1

West Branch Township DDA Projects and Programs and Probable Costs

Priority is based on the anticipated timeframe for project implementation. **High = 1 to 5 years, Medium = 6 to 10 years, and Low = more than 10 years.** Project implementation can vary due to market conditions, development opportunities and the availability of other funding.

Project Name	Description	Probable Cost	Priority
Infrastructure			
Corridor Lighting	Inspect and troubleshoot lighting issues affecting the corridor light system.	\$200,000	High
M-55 Sewer	Installation of water mains looping Sunside Station to Fox Estates Subdivision and construction of a shared pathway.	\$900,000	High
Water and Sewer Installation	Installation of water, sanitary sewer and shared pathway from the Walmart site to First Street.	\$950,000	Medium
Airport Road Infrastructure	Installation of water, sanitary sewer, and shared pathway from Airport Road around Flowage Lake Road.	\$1,800,000	Medium
Trail Head Development	Installation of a trailhead and off-street parking to serve bikes, ORV, and snowmobiles.	\$50,000	High
Redevelopment			
West Branch Steel Property	Provide assistance to redevelop the former West Branch Steel Property	\$50,000	High

Project Name	Description	Probable Cost	Priority
Kirkland Community College (KCC) Site	Provide assistance to redevelop and repurpose the property now under the ownership by KCC.	\$500,000	Medium
Redevelopment Site Assistance	Provide assistance to redevelop properties in the district that are either functionally obsolete, vacant, or in need of remediation.	\$750,000	Medium
Property Acquisition	Reserve funds, if needed, for the acquisition of buildings and/or vacant property.	\$500,000	High
Buildings / Facilities			
Park Enhancements	Development of recreation facilities that may include a playscape, pavilion and ancillary support infrastructure.	\$500,000	High
Day Care	Reserve funds to assist with the support for a daycare facility.	\$25,000	Low
Promotions and Marketing			
Wayfinding	Continued support for the implementation of the West Branch Wayfinding System	\$95,000	High
Branding	Implement the West Branch Township DDA portion of the branding program. For example, this would include printed materials, signage, and banners.	\$25,000	High
Marketing	Funds to support marketing efforts associated with the DDA district and the "Loop."	\$50,000	High
Trail Town	Coordinate with the City of West Branch and Ogemaw Township to position the area as a Trail Town for northeast Michigan.	\$10,000	High

- Notes:**
1. The scope and cost of the project may vary depending on the final design of each component. Project descriptions reflect the overall scope of the projects envisioned by the West Branch Township DDA. The DDA recognizes that market forces, private investment, future public-private partnerships, and legislative amendments may result in changes to the final design, cost, and prioritization of the projects consistent with overall concepts embodied in this Development Plan and Tax Increment Financing Plan.
 2. DDA revenues can be used to pay for maintenance of DDA authorized and implemented projects.
 3. DDA revenues can be used to contract for administrative services needed to assist with project and program implementation.

Table 2**City of West Branch DDA Projects and Programs and Probable Costs**

Priority is based on the anticipated timeframe for project implementation. **High = 1 to 5 years, Medium = 6 to 10 years, and Low = more than 10 years.** Project implementation can vary due to market conditions, development opportunities and the availability of other funding.

Project Name	Description	Estimated Cost	Priority
Infrastructure			
Streetscape Improvements	Extend streetscape elements within the balance of the DDA District	\$750,000	Medium
Parking	Improve parking lots located on North 2 nd , North 3 rd , and North 4 th Streets. Improvements would include resurfacing, installation of ADA complaint measures, electric charging stations, and signage.	\$500,000	Medium
Sidewalks and Shared Pathways	Reconstruct or add new sidewalks and shared pathways	\$100,000	Medium
Parking Study	In conjunction with the assistance of a parking consultant prepare a district-wide parking study that evaluates existing parking lots, usage, turnover, parking time limits, and future need, including the feasibility of a parking structure.	\$45,000	Medium
Public Plaza	Develop a public plaza as a placemaking project.	\$150,000	High
Technology Upgrades	Installation of a streaming wireless audio system throughout the downtown area.	\$50,000	High
Maintenance	Provide funds to maintain the landscaping around wayfinding signs and any public improvements installed by the DDA.	\$40,000 Annual allocation	High
Buildings / Facilities			
Building Improvement Program	Establish a cost-sharing building improvement program fund to assist with façade renovations and the conversion of upper story floor area for residential apartments.	\$250,000	Low
Market Vacant Buildings	Develop marketing information for vacant downtown buildings	\$5,000/Year	High
Farmers Market	Evaluate potential locations for a permanent Farmers Market and Events Pavilion and dedicate funds for the development of the facility.	\$15,000 Location & Design \$500,000 Pavilion	Medium

Project Name	Description	Estimated Cost	Priority
Business Incubator	Investigate business incubator opportunities in the DDA area.	\$5,000	Medium
National Register of Historic Places	Inventory and submit the appropriate application for designation on the National Register of Historic Places. A successful designation allows property owners access to the Historic Investment Tax Credit.	\$20,000	Low
Marketing & Promotions			
Wayfinding System	Implement the wayfinding system in conjunction with West Branch Township and Ogemaw Township	\$80,000	High
Special Events	Sponsor and promote special events such as sidewalk sales, downtown concerts, farmers market, fabulous Fridays, art events, etc.	\$10,000 / Year	High
Branding	Implement the DDA portion of the branding program. For example, this would include printed materials, signage, and banners.	\$30,000	High
Public Art	Look at ways to incorporate public art and murals into the DDA district as a community enhancement, especially along the Riverwalk.	\$55,000	Medium
Trail Town	Coordinate with West Branch Township and Ogemaw Township to position the area as a Trail Town for northeast Michigan.	\$10,000	High
Redevelopment			
Property Acquisition	Reserve funds for property acquisition that advances the repurposing and redevelopment of property in the District.	\$450,000	Medium
Building Demolitions	Reserve funds for building demolition and site clearance.	\$150,000	Low
Pre-Development Services	Provide funds, when needed, for Phase 1 and 2 environmental assessments, and other feasibility and market studies to assist with property redevelopment.	\$75,000	Low

Notes: 1. The scope and cost of the project may vary depending on the final design of each component. Project descriptions reflect the overall scope of the projects envisioned by the City of West Branch DDA. The DDA recognizes that market forces, private investment, future public-private partnerships, and legislative amendments may result in changes to the final design, cost, and prioritization of the projects consistent with overall concepts embodied in this Development Plan and Tax Increment Financing Plan.

2. DDA revenues can be used to pay for maintenance of DDA authorized and implemented projects.
3. DDA revenues can be used to contract for administrative services needed to assist with project and program implementation.

Table 3

Ogemaw Township DDA Projects and Programs, Probable Costs and Priority

Priority is based on the anticipated timeframe for project implementation. **High = 1 to 5 years, Medium = 6 to 10 years, and Low = more than 10 years.** Project implementation can vary due to market conditions, development opportunities and the availability of other funding.

Project Name			Description	Estimated Cost	Priority
			Infrastructure		
M-55/76 Sanitary Sewer Extension			Extend existing sanitary sewer from Consumers Energy property to Ski Park Road approximately 2,000 feet.	\$375,000	Medium
Ripley Road Sanitary Sewer			Extend existing sanitary sewer from Ripley Road area south on M-30 1,800 feet	\$200,000	Low
M-30 Sanitary Sewer			Extend sanitary sewer from the south side of assisted living properties south to the westerly side of DDA District on M-30 for approximately 1,500 feet	\$166,000	Low
Upgrade Pump Station			Upgrade Pump Station to accommodate future growth and users	\$200,000	High
Ripley Road Water Main			Extend 12" PVC-DR18 water main for approximately 4,000 feet from Ripley Road area south to southerly boundary of DDA District	\$240,000	Medium
Water System Upgrades			Install upgrades as needed to the water system to provide for greater capacity and pressure based on future development needs.	\$450,000	Medium
Storm Water Measures			Work with the developer(s) to design onsite storm water retention and handling systems.	\$100,000	Low
Streetscape Enhancement			Continue the streetlighting and streetscape west from the Courthouse to Ski Park Road.	\$1,580,000	High
Curb and Gutter Program			Provide funds on a cost-sharing basis to assist property owners with the installation of curbs and gutters along BR M-55 and M-30.	\$130,000	High
Trail Development			Implement Ogemaw Township portion of the trail system between Exit 212 and Exit 215	\$1,070,000	Low

Project Name	Description	Estimated Cost	Priority
Maintenance	Provide funds to maintain the landscaping around wayfinding signs and any public improvements installed by the DDA.	\$75,000	High
Marketing and Promotions	Marketing & Promotions DDA operations include signage, marketing, promotion, etc.	\$50,000	High
Wayfinding System	Implement the Ogemaw Township portion of the Wayfinding Plan (2014)	\$50,000	High
Trail Town	Coordinate with West Branch Township DDA and the City of West Branch DDA to position the area as a Trail Town for northeast Michigan.	\$10,000	Medium
Branding	Implement the Ogemaw Township DDA portion of the branding program. For example, this would include printed materials, signage, and banners.	\$25,000	High
Property Acquisition	Redevelopment Reserve funds, if needed, for the acquisition of buildings and/or vacant property.	\$250,000	Medium
Pre-Development Services	Provide funds, when needed, for Phase 1 and 2 environmental assessments, and other feasibility and market studies to assist with property redevelopment.	\$75,000	Medium

- Notes:**
1. The scope and cost of the project may vary depending on the final design of each component. Project descriptions reflect the overall scope of the projects envisioned by the Ogemaw Township DDA. The DDA recognizes that market forces, private investment, future public-private partnerships, and legislative amendments may result in changes to the final design, cost, and prioritization of the projects consistent with overall concepts embodied in this Development Plan and Tax Increment Financing Plan.
 2. DDA revenues can be used to pay for maintenance of DDA authorized and implemented projects.
 3. DDA revenues can be used to contract for administrative services needed to assist with project and program implementation.

2E. A Statement of the Construction or Stages of Construction Planned, and the Estimated Time of Completion.

West Branch Township DDA

On April 22, 2019, the West Branch Township DDA Board met to review the results of the board prioritization survey and discuss the extent, probable cost, and timing of projects and programs. The table below outlines the project name, description and priority, and timing assigned for those projects by the DDA Board.

Table 4
West Branch Township DDA Projects and Programs by Priority

Project Name	Description	Estimated Cost
HIGH PRIORITY (1 – 5 Years)		
Corridor Lighting	Inspect and troubleshoot lighting issues affecting the corridor light system.	\$200,000
M-55 Sewers	Installation of water mains looping Sunside Station to Fox Estates Subdivision and construction of a shared pathway.	\$900,000
Trail Head Development	Installation of a trailhead and off-street parking to serve bikes, ORV, and snowmobiles.	\$50,000
West Branch Steel Property	Provide assistance to redevelop the former West Branch Steel Property	\$50,000
Property Acquisition	Reserve funds, if needed, for the acquisition of buildings and/or vacant property.	\$500,000
Park Enhancements	Development of recreation facilities that may include a playscape, pavilion and ancillary support infrastructure.	\$500,000
Wayfinding	Continued support for the implementation of the West Branch Wayfinding System	\$95,000
Branding	Implement the West Branch Township DDA portion of the branding program. For example, this would include printed materials, signage, and banners.	\$25,000
Marketing	Funds to support marketing efforts associated with the DDA district and the "Loop."	\$50,000
Trail Town	Coordinate with the City of West Branch and Ogemaw Township to position the area as a Trail Town for northeast Michigan.	\$10,000
High Priority - Estimated Costs		\$2,380,000
MEDIUM PRIORITY (6 to 9 years)		
Water and Sewer Infrastructure	Installation of water, sanitary sewer and shared pathway from the Walmart site to First Street.	\$950,000

Project Name	Description	Estimated Cost
Airport Road Infrastructure	Installation of water, sanitary sewer, and shared pathway from Airport Road around Flowage Lake Road.	\$1,800,000
Kirkland Community College (KCC) Site	Provide assistance to redevelop and repurpose the property now under the ownership by KCC.	\$500,000
Redevelopment Site Assistance	Provide assistance to redevelop properties in the district that are either functionally obsolete, vacant, or in need of remediation.	\$750,000
Medium Priority - Estimated Costs		\$4,000,000
LOW PRIORITY (More than 10 years)		
Day Care	Reserve funds to assist with the support for a day care facility.	\$25,000
Low Priority - Estimated Costs		\$25,000

Overall summary of the proposed development plan projects and programs is:

Project Category	Prioritization			Total Costs
	High (1-5 Yrs)	Medium(6-10 Yrs)	Low (10+ Yrs)	
Infrastructure	\$1,150,000	\$2,750,000	\$0	\$3,900,000
Buildings	\$680,000	\$0	\$25,000	\$705,000
Marketing & Promotions	\$180,000	\$0	\$0	\$180,000
Redevelopment	\$550,000	\$1,250,000	\$0	\$1,800,000
Totals	\$2,380,000	\$4,000,000	\$25,000	\$6,405,000

City of West Branch DDA

On March 26, 2019 the City of West Branch DDA Board met to review the results of the board prioritization survey and discuss the extent, probable cost, and timing of projects and programs. The table below outlines the project name, description and priority, and timing assigned for those projects by the DDA Board.

Table 5
West Branch City DDA Projects and Programs by Priority

Project Name	Description	Priority
HIGH PRIORITY (1 – 5 Years)		
Public Plaza	Develop a public plaza as a placemaking project.	\$150,000
Technology Upgrades	Installation of a streaming wireless audio system throughout the downtown area.	\$50,000
Maintenance	Provide funds to maintain the landscaping around wayfinding signs and any public improvements installed by the DDA.	\$40,000 Annual allocation
Market Vacant Buildings	Develop marketing information for vacant downtown buildings	\$5,000/Year
Wayfinding System	Implement the wayfinding system in conjunction with West Branch Township and Ogemaw Township	\$80,000
Special Events	Sponsor and promote special events such as sidewalk sales, downtown concerts, farmers market, fabulous Fridays, art events, etc.	\$10,000/Year
Branding	Implement the DDA portion of the branding program. For example, this would include printed materials, signage, and banners.	\$30,000
Trail Town	Coordinate with West Branch Township and Ogemaw Township to position the area as a Trail Town for northeast Michigan.	\$10,000
High Priority - Estimated Costs		\$375,000
MEDIUM PRIORITY (6 to 9 years)		
Streetscape Improvements	Extend streetscape elements within the balance of the DDA District	\$750,000
Parking	Improve parking lots located on North 2 nd , North 3 rd , and North 4 th Streets. Improvements would include resurfacing, installation of ADA complaint measures, electric charging stations, and signage.	\$500,000
Sidewalks and Shared Pathways	Reconstruct or add new sidewalks and shared pathways	\$100,000
Parking Study	In conjunction with the assistance of a parking consultant prepare a district-wide parking study that evaluates existing parking lots, usage, turnover, parking time limits, and future need, including the feasibility of a	\$45,000

Farmers Market	parking structure. Evaluate potential locations for a permanent Farmers Market and Events Pavilion and dedicate funds for the development of the facility.	\$515,000
Business Incubator	Investigate business incubator opportunities in the DDA area.	\$5,000
Public Art	Look at ways to incorporate public art and murals into the DDA district as a community enhancement, especially along the Riverwalk.	\$55,000
Property Acquisition	Reserve funds for property acquisition that advances the repurposing and redevelopment of property in the District.	\$450,000
Medium Priority – Estimated Costs		\$2,420,000
LOW PRIORITY (More than 10 years)		
Building Improvement Program	Establish a cost-sharing building improvement program fund to assist with façade renovations and the conversion of upper story floor area for residential apartments.	\$250,000
National Register of Historic Places	Inventory and submit the appropriate application for designation on the National Register of Historic Places. A successful designation allows property owners access to the Historic Investment Tax Credit.	\$20,000
Building Demolitions	Reserve funds for building demolition and site clearance.	\$150,000
Pre-Development Services	Provide funds, when needed, for Phase 1 and 2 environmental assessments, and other feasibility and market studies to assist with property redevelopment.	\$75,000
Low Priority – Estimated Costs		\$495,000
All Projects – Estimated Costs		\$3,290,000

Overall summary of the proposed development plan projects and programs is:

Project Category	Prioritization			Total Costs
	High (1-5 Yrs)	Medium (6-10 Yrs)	Low (10+ Yrs)	
Infrastructure	\$240,000	\$1,395,000	\$0	\$1,635,000
Buildings	\$5,000	\$520,000	\$270,000	\$795,000
Marketing & Promotions	\$130,000	\$55,000	\$0	\$185,000
Redevelopment Services	\$0	\$450,000	\$225,000	\$675,000
Totals	\$375,000	\$2,420,000	\$495,000	\$3,290,000

Ogemaw Township DDA

On March 6, 2019, the Ogemaw Branch DDA Board met to review the results of the board prioritization survey and discuss the extent, probable cost, and timing of projects and programs. The table below outlines the project name, description and priority, and timing assigned for those projects by the DDA Board.

Table 6
Ogemaw Township DDA Projects and Programs by Priority

Project Name	Description	Estimated Cost
HIGH PRIORITY (1 – 5 Years)		
Upgrade Pump Station	Upgrade Pump Station to accommodate future growth and users	\$200,000
Streetscape Enhancement	Continue the streetlighting and streetscape west from the Courthouse to Ski Park Road.	\$1,580,000
Curb and Gutter Program	Provide funds on a cost-sharing basis to assist property owners with the installation of curbs and gutters along BR M-55 and M-30	\$130,000
Maintenance	Provide funds to maintain the landscaping around wayfinding signs and any public improvements installed by the DDA.	\$75,000
Marketing & Promotions	DDA operations include signage, marketing, promotion, etc.	\$50,000
Wayfinding System	Implement the Ogemaw Township portion of the Wayfinding Plan (2014)	\$50,000
Branding	Implement the Ogemaw Township DDA portion of the branding program. For example, this would include printed materials, signage, and banners.	\$25,000
High Priority – Estimated Costs		\$2,110,000
MEDIUM PRIORITY (6 to 9 years)		
M-55/76 Sanitary Sewer Extension	Extend existing sanitary sewer from Consumers Energy property to Ski Park Road approximately 2,000 feet.	\$375,000
Ripley Road Water Main	Extend existing sanitary sewer from Ripley Road area south on M-30 1,800 feet	\$200,000
Water System Upgrades	Install upgrades as needed to the water system to provide for greater capacity and pressure based on future development needs.	\$450,000
Trail Town	Coordinate with West Branch Township DDA and the City of West Branch DDA to position the area as a Trail Town for northeast Michigan.	\$10,000
Property Acquisition	Reserve funds, if needed, for the acquisition of buildings and/or vacant property.	\$250,000

Project Name	Description	Estimated Cost
Pre-Development Services	Provide funds, when needed, for Phase 1 and 2 environmental assessments, and other feasibility and market studies to assist with property redevelopment.	\$75,000
Medium Priority – Estimated Costs		\$1,400,000
LOW PRIORITY (More than 10 years)		
Ripley Road Sanitary Sewer	Extend existing sanitary sewer from Ripley Road area south on M-30 1,800 feet	\$200,000
M-30 Sanitary Sewer	Extend sanitary sewer from the south side of assisted living properties south to the westerly side of DDA District on M-30 for approximately 1,500 feet	\$166,000
Storm Water Measures	Work with the developer(s) to design onsite storm water retention and handling systems.	\$100,000
Trail Development	Implement Ogemaw Township portion of the trail system between Exit 212 and Exit 215	\$1,070,000
Low Priority Projects – Estimated Cost		\$1,536,000
All Projects – Estimated Cost		\$5,046,000

Overall summary of the proposed development plan projects and programs is:

Project Category	Prioritization			Total Costs
	High (1-5 Yrs)	Medium (6-10 Yrs)	Low (10+ Yrs)	
Infrastructure	\$1,985,000	\$1,065,000	\$1,536,000	\$4,586,000
Buildings	\$0	\$0	\$0	\$0
Marketing & Promotions	\$125,000	\$10,000		\$135,000
Redevelopment Services	\$0	\$325,000	\$0	\$325,000
Totals	\$2,110,000	\$1,400,000	\$1,536,000	\$5,046,000

As a result of the prioritization of projects by each respective DDA Board, the following projects and programs have been identified as collaborative projects and programs between the authorities.

Table 7
Collaborative DDA Programs by Project and Municipality

Project Name	West Branch Township DDA	City of West Branch DDA	Ogemaw Township DDA	Total
Wayfinding System	\$95,000	\$80,000	\$50,000	\$225,000
Branding	\$25,000	\$30,000	\$25,000	\$80,000
Trail Town	\$10,000	\$10,000	\$10,000	\$30,000
Total	\$130,000	\$120,000	\$85,000	\$335,000

Collectively the three DDA's are forecasting (2019 dollars) over \$14.7 million in various projects and programs. Table 2E enumerates the expenditures by project type and municipality. The largest forecasted expenditure will be in infrastructure followed by redevelopment services.

Table 8
Summary of DDA Programs by Project and Municipality

Project Name	West Branch Township DDA	City of West Branch DDA	Ogemaw Township DDA	Total
Infrastructure	\$3,900,000	\$1,635,000	\$4,586,000	\$10,121,000
Buildings	\$705,000	\$795,000	\$0	\$1,500,000
Marketing & Promotions	\$180,000	\$185,000	\$135,000	\$500,000
Redevelopment Services	\$1,800,000	\$675,000	\$325,000	\$2,800,000
Total	\$6,405,000	\$3,290,000	\$5,046,000	\$14,741,000

2F. Parts of the Development Area to be Left as Open Space and Contemplated Use.

In reference to the public improvements outlined, open space within the DDA district and Development Area will be confined to rights-of-way, plazas, and parks within the District. Existing park property in the DDA district and Development Area will remain as open space.

2G. Portions of the Development Area which the Authority Desires to Sell, Donate, Exchange, or Lease to or From the Municipality and the Proposed Terms.

There are no parcels that the DDA plans to acquire, sell, donate, exchange, or lease, as part of this Development Plan.

2H. Desired Zoning Changes and Changes in Streets, Street Levels, Intersections and Utilities.

The Development Plan proposes no zoning changes proposed within the Development Area. The current zoning of commercial and office accommodate existing and future land uses in the subject area.

2I. An Estimate of the Cost of the Development, Proposed Method of Financing and Ability of the Authority to Arrange the Financing.

Financing for the public improvement projects outlined in Section 2E would be provided through funds generated by the Tax Increment Financing Plan induced by annual increases in property valuations within the Development Area. The amount of the funding will be predicated on the stability of the taxable valuation base of the downtown area and the extent of new future redevelopment and rehabilitation projects. Sources of funding may include tax increment revenues on a "pay-as-you-go" basis, the issuance of bonds by the DDA or City and other sources approved by the City in accordance with the Act 57 of 2018.

2J. Designation of Person or Persons, Natural or Corporate, to whom all or a portion of the Development is to be Leased, Sold, or Conveyed in any manner and for whose benefit the Project is being undertaken if that information is available to the Authority.

The public improvements undertaken pursuant to this Development Plan will remain in public ownership for the public benefit.

2K. The Procedures for Bidding for the Leasing, Purchasing, or Conveying of all or a portion of the Development upon its completion, if there is no expressed or implied Agreement between the Authority and Persons, Natural or Corporate, that all or a portion of the Development will be Leased, Sold, or Conveyed to those Persons.

At present, there are no agreements for property conveyance between West Branch Township DDA, City of West Branch DDA, or Ogemaw Township DDA or any person(s), natural or corporation. The Development Plan utilizes a voluntary acquisition strategy to acquire property within the Development Area. Acquisition of such property would be on a negotiated basis between the Downtown Development Authority and the interested party.

Any such sale, lease or exchange shall be conducted by the DDA pursuant to requirements specified in Act 57 with the consent of the City Commission. If needed, more detailed procedures will be developed prior to the transactions, in accordance with applicable city policy and Michigan state law.

2L. Estimates of the Number of Persons residing in the Development Area and the Number of Families and Individuals to be Displaced.

Based upon a review of the properties within the DDA district and Development Area the following number of residents is estimated. If a proposed development area has residing within it 100 or more residents, a development area citizens council shall be established at least 90 days before the public hearing on the development or tax increment financing plan pursuant to MCLA 125.4221 (Sec 221; PA 57 of 2019). The development area citizens council shall be established by the governing body and shall consist of not less than 9 members. The members of the development area citizens council shall be residents of the development area and shall be appointed by the governing body. A member of a development area citizens council shall be at least 18 years of age.

Table 9
Estimated Number of Residents within the DDA District and Development Area

	West Branch Township DDA	City of West Branch DDA	Ogemaw Township DDA	Total
Residents	427	38	83	546

The Development Plan does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families within the DDA district and Development Area.

2M. A Plan for Establishing Priority for the Relocation of Persons Displaced by the Development in any New Housing in the Development Area.

The Development Plan does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families. As a result, a plan for compliance Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 is not addressed.

2N. Provision for the Costs of Relocating Persons Displaced by the Development, and Financial Assistance and Reimbursement of Expenses, including Litigation expenses and expenses incident to the Transfer of Title in accordance with the Standards and Provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

The Development Plan does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families. As a result, a plan for compliance Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 is not addressed.

2O. A Plan for compliance with Act 227 of the Public Acts of 1972.

Act 227 of Public Acts of 1972 is an Act to provide financial assistance; advisory services and reimbursement of certain expenses to persons displaced from real property or deprived of certain rights in real property. This Act requires procedures and policies comparable to the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Because the Development Plan does not require the acquisition of property and displacement of persons a plan for compliance with Act 227 is not addressed.

TAX INCREMENT FINANCING PLAN

Amendment to the Tax Increment Financing Plans

Each of the three municipalities; West Branch Township, City of West Branch and Ogemaw Township have in place adopted Tax Increment Financing Plans related to their respective Downtown Development Authorities. Each Downtown Development Authority desires to amend their respective plans to extend the duration of the tax increment plan. As a result, the following amendments to the tax increment financing plans are made.

West Branch Township

The tax increment financing plan adopted September 1, 2007 specifies that the tax increment capture will expire on December 31, 2031 as noted in C. Duration of the Plan. The expiration date will now be extended to December 31, 2045.

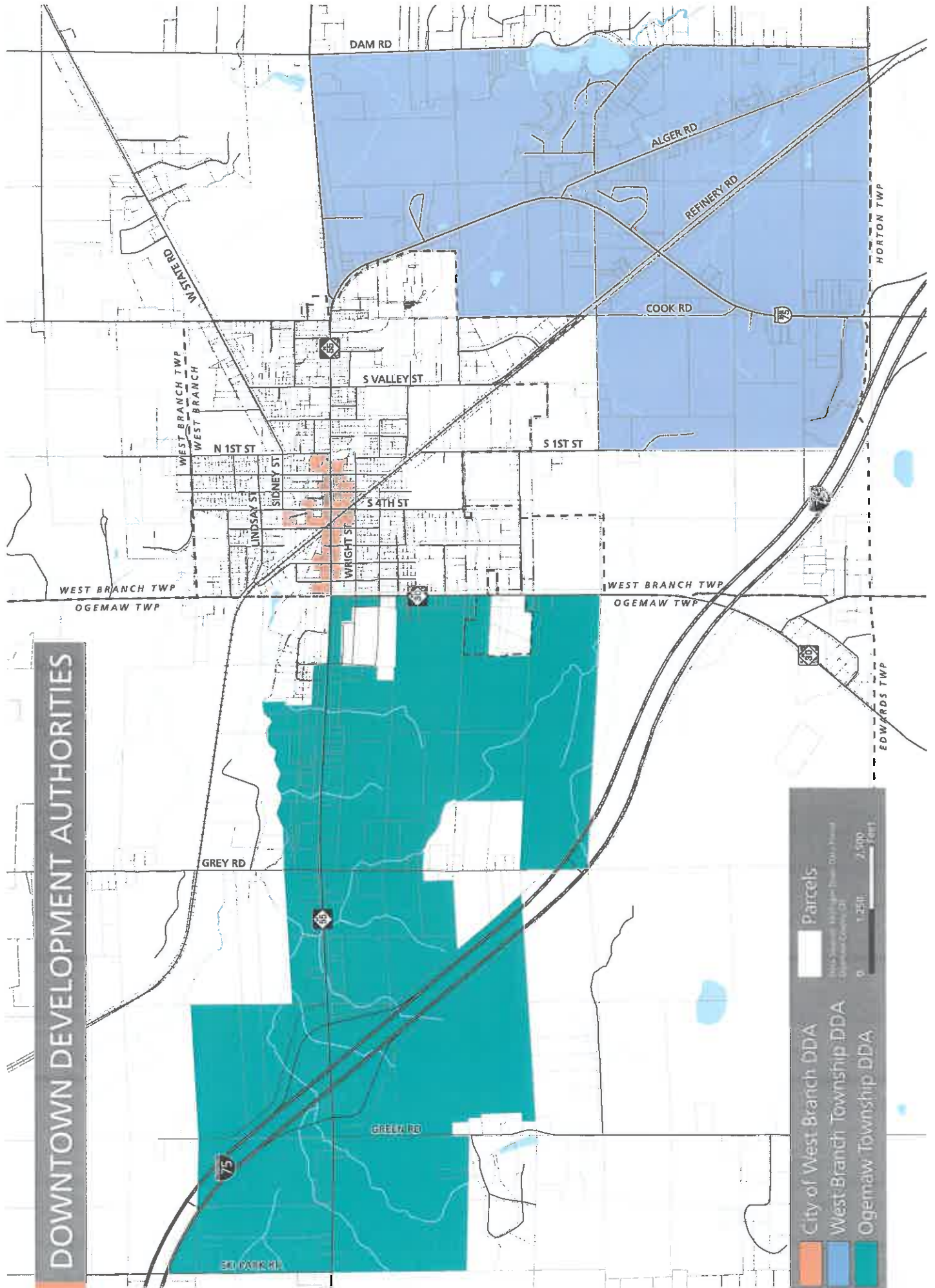
City of West Branch

The tax increment financing plan adopted November 1, 2010 specifies that the tax increment capture will expire on December 31, 2030 as noted in D. Duration of the Plan. The expiration date will now be extended to December 31, 2045.

Ogemaw Township

The tax increment financing plan adopted March 2004 specifies that the tax increment capture will expire on December 31, 2023 as noted in Table 1, 2 and 3. The expiration date will now be extended to December 31, 2045

DOWNTOWN DEVELOPMENT AUTHORITIES



City of West Branch DDA

West Branch Township DDA

Ogema Township DDA

Parcels

Map Data: 2010 Census Tracts, 2010 Census Tracts, 2010 Census Tracts

0

1,250

2,500

Feet



United States Department of Agriculture

August 29, 2019

Paul Frechette, Mayor
City of West Branch
121 N 4th St
West Branch, MI 48661

RE: CF Grant – Patrol Vehicle FY19

Dear Mr. Frechette:

This letter establishes conditions which must be understood and agreed upon by you before further consideration may be given to the application. Any changes in project cost, source of funds, scope of services or any other significant changes (this includes significant changes in the Borrower's financial condition, operation, organizational structure or executive leadership) in the project or applicant must be reported to and approved by Rural Development (RD) by written amendment to this letter. **Any changes not approved by RD shall be cause for discontinuing processing of the application.**

This letter is not to be considered as grant approval or as a representation of the availability of funds. The docket may be completed on the basis of a **grant not to exceed \$25,900.**

The grant will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds", is mailed to you.

Attached is a copy of Form RD 3570-3, Community Facilities Grant Agreement, for your review. You will be required to execute this agreement before grant funds are advanced.

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions", if you desire further consideration be given to your application.

City of West Branch hereinafter will be referred to as the applicant.

The conditions which must be met, or agreed to, are the following:

Project Funds - If multiple funding sources are used, Rural Development funds will be advanced in proportion to our share of the total project.

- (1) The grantee understands that any property acquired with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR 200, specifically §200.313 and §200.329. A copy of these pertinent sections of 2 CFR 200 are attached. The complete 2 CFR 200 is located at <https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf>.

Rural Development • West Branch Sub-Area Office
240 W. Wright Street • West Branch, MI 48661
Voice (989) 345-5470 • TDD (517) 324-5200 • Fax (855) 693-2496

USDA is an equal opportunity provider, employer and lender.

- (2) The applicant will supply a cash contribution of \$21,212. This amount is to be deposited in a Restricted Account at or before closing. The applicant contribution shall be considered the first funds expended. After providing for all authorized costs, any remaining Rural Development project funds will be considered Rural Development grant funds and refunded.

Applicant Certifications -The applicant will make the following certifications:

- (1) Certification of Compliance with Federal Requirements/Laws – Commercial Credit Availability Certification, 400-1 Equal Opportunity Agreement, 400-4 Assurance Agreement, 1910-11 Federal Collection Policies, 1940-Q Exh A-1 Lobbying, AD-1047 Debarment and AD-1049 Drug-Free Workplace.
- (2) You also must obtain a certification on Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," from any person or entity you do business with, as a result of this Government assistance, that they are not debarred or suspended from Government assistance. This may include contractors, suppliers, insurance companies, engineers, architects, inspectors, appraisers, auditors and attorneys where transactions exceed \$25,000.

Applicant Requirements - The applicant will complete the following requirements:

- (1) Provide evidence of affirmative steps taken to utilize and procure services from small, minority and women's businesses.
- (2) Execute contracts or agreements with professional and technical representatives such as the attorney, auditor and financial consultant subject to RD concurrence.
- (3) Provide an auditor's agreement or engagement letter in accordance with MI Guide 4C, RD Instruction 1942.17 (q) (4) and Section F of the RD Audit Program issued, November 2013.

You are required to submit an annual financial report at the end of each fiscal year. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet and income and expense statement. All records, books and supporting material are to be retained for three years after the issuance of the annual report.

The type of financial information that must be submitted is specified below:

Audits – An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from www.ecfr.gov. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 6 months of your fiscal year end.

Your auditor should also reference the Rural Development Audit Program issued in December 2016. This attached Audit Program provides guidance in conducting financial statement audits of recipients of Rural Development grants, loans, and loan guarantees, except for those audits required to be performed in accordance with Office of Management and Budget 2 CFR Part 200, Subpart F. More copies may be obtained at <http://www.rurdev.usda.gov/SupportDocuments/auditprogram.pdf>.

Financial Statements – If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include at a minimum a balance sheet and an income and expense statement. You may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.

- (4) Provide a Certificate of Insurance. The applicant and insurance agent will review insurance needs of the applicant and establish adequate levels of coverage for fire and extended coverage, property damage, public liability, vehicular coverage, workmen's compensation, flood and malpractice insurance, where appropriate.
- (5) Owner's contractual responsibility. The applicant is responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of the grant. These include, but are not limited to: source evaluation, protests, disputes, and claims. Matters concerning violation of laws are to be referred to the local, State, or Federal authority, as may have jurisdiction.

Bidding - Planning, bidding, and procurement will be performed in accordance with RD instruction. All documents will be reviewed and approved by RD before proceeding to advertise for bids.

- (1) Maximum open and free competition. The applicant's procurement regulations must comply with the standards outlined in RD Instruction 1942-A, 1942.18(j) (attached). All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Examples of what are considered to be restrictive competition include, but are not limited to: placing unreasonable requirements on firms in order for them to qualify to do business; non-competitive practices between firms; organizational conflicts of interest; and unnecessary experience and bonding requirements. In specifying material(s), the owner and its consultant will consider all materials suitable for the project that is appropriate with in sound design practices and project requirements. Technical design and choice of material questions, concerns or limitations should be discussed and resolved with RD prior to the preparation of plans and specifications.
- (2) The applicant's procurement methods must follow RD Instruction 1942.18 (k). One of the following methods may be used:
 - (A) Competitive negotiation as provided in Section 1942.18 (k) (3) of 1942-A.
 - (B) Competitive sealed bids as provided in Section 1942.18 (k) (2) of 1942-A.

Title & Delivery - Payment for fire/rescue equipment will coincide with delivery of the equipment, along with the necessary title certification to the applicant.

- (1) Applicants may not use RD funds to make deposits on equipment not ready for delivery. If a vehicle chassis is purchased from one company and another company completes the development of the vehicle, RD may release funds to pay for the chassis when title to the vehicle is transferred to the applicant
- (2) Title to the equipment or vehicle must be with the applicant.

Grant Reporting Requirement -

- (a) (Federal interest is estimated to be less than 15 years) The grantee must provide the annual SF-428, SF-428-A, and SF-428C **annually** after the delivery of equipment and receipt of grant funds.

Per 2 CFR 200, the grantee is also required to do a physical inventory every 2 years that reconciles property records.

Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, "Improving Access to Services by

Persons with Limited English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

Initial Compliance Review - The Agency will conduct an initial compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E.

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

Other Requirements - All requirements contained in the Agency’s closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

- (1) All documents executed by the applicant will bear the official seal of the applicant.
- (2) Prior to closing, the docket will be sent to the state office for review and preparation of closing requirements that must be met at the closing.
- (3) If the conditions set forth in this letter are not met or substantial progress achieved within 180 days from the date hereof, Rural Development reserves the right to discontinue processing of application.

Sincerely,

Bryce Paulsen

Bryce Paulsen
Loan Specialist

Attachments

Good Afternoon,

Attached is the Letter of Conditions for Grant Approval. We need the Mayor to sign/date the attached 1940-1 & 1942-46 in BLUE ink and scan/email back to me ASAP so we can secure the funds.

Thanks,

Bryce Paulsen
Loan Specialist | West Branch Sub-Area Office
United States Department of Agriculture
Rural Development
240 W. Wright St. | West Branch, MI 48661
Phone: (989) 345-5470 ext. 4 | Fax: (855) 693-2496
www.rd.usda.gov | "Committed to the future of rural communities"

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REQUEST FOR OBLIGATION OF FUNDS

FORM APPROVED
OMB No. 0570-0062

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 26-065-386004600		LOAN NUMBER	FISCAL YEAR 2019
2. BORROWER NAME City of West Branch 121 N. 4th St. West Branch, MI 48661		3. NUMBER NAME FIELDS 1 (1, 2, or 3 from Item 2)	
		4. STATE NAME Michigan	
		5. COUNTY NAME Ogemaw	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - A/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SEGULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN, MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 303 (See FMI)	20. PURPOSE CODE 8	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN \$0.00	25. AMOUNT OF GRANT \$25,900.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0 %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. **COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL**

Subject to Letter of Conditions dated August 29, 2019.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. ☐ YES ☐ NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date _____, 20 19

Paul Frechette, Mayor

(Signature of Applicant)

Date _____, 20 ____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Jason E. Allen

Date Approved: _____

Title: State Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

LETTER OF INTENT TO MEET CONDITIONS

Date 08-29-2019

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

240 W. Wright Street
West Branch, MI 48661

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 08-29-2019. It is our intent to meet all of them not later than 11-29-2019.

City of West Branch

(Name of Association)

BY _____

Paul Frechette, Mayor

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.



Northeast Michigan Council of Governments

80 Livingston Blvd Suite U-108 | PO Box 457 | Gaylord, MI 49734 | Voice: 989.705.3730 | Fax: 989.705.3729 | nemcog.org

CITY OF WEST BRANCH GEOGRAPHIC INFORMATION SYSTEM GIS Data and Map Development

August 26, 2019

As per request, the Northeast Michigan Council of Governments (NEMCOG) is submitting a proposal to work with the City of West Branch to provide Geographic Information System (GIS) services. NEMCOG will work with the City to develop a GIS dataset.

Proposed Work Tasks

NEMCOG proposes to divide the development of an accurate, up to date, county-wide parcel layer into separate phases. Each phase and associated work tasks are outlined below. The final phase would be the continued maintenance and updating of the data.

Task 1: Develop Subdivision Platted Lot, Boundary and Block Layers (Optional)

Parcels in the City of West Branch are primarily within the platted subdivisions. Developing platted subdivision layers will aid in the update and alignment of the parcel layer. The layers will also make all future parcel layer edits, including splits and combinations, quicker and easier. All recorded subdivision plats will be downloaded from the State of Michigan. These will be used to develop platted subdivisions, including as originally platted and any re-plats of all or portions of a given subdivision.

The data layers to be developed in Task 1 can be very useful in an overall GIS system, but they are not required. This task is considered optional. Task 3 can also be completed at a later date in an effort to spread out the costs of development. However, choosing to undertake Task 1 would reduce the cost of task 2.

Task 2: Update Parcel Layer and Correct Accuracy Issues

A comparison of the existing GIS parcel layer and City of West Branch assessing records indicates approximately 400 parcels that do not exist in the GIS layer. In addition, there are another 260 parcels in the GIS layer that are not in the assessment records. The GIS data will be updated to match the current assessment records of active parcels. NEMCOG has also identified several locations with the City where the alignment of parcel GIS data appears to be inaccurate. There are current parcels that overlap, leave unidentified gaps, and do not align well with current aerial imagery. All available sources of data will be reviewed to determine the best possible alignment.

Task 3: Develop or Update Additional GIS Layers (Optional)

There are many additional GIS layers that are very useful to a complete GIS system. Data layers such as roads, rivers, lakes and sections are available for free download from various sources, however, updating and adding additional data to the layers is highly useful. An example of data improvements for a road layer would be to add township, postal community and surface type data, along with correcting any alignment accuracy issues.

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Employer

The data layers to be developed in Task 3 can be very useful in an overall GIS system, but they are not required. This task is considered optional. Task 3 can also be completed at a later date in an effort to spread out the costs of development.

Task 4: Develop Section Parcel Maps (Optional)

This phase would see the development of parcel section maps for the entire city. The maps would be provided in PDF format to be printed by staff as needed or for purchase by the public. A section map template will be developed. Developing section map templates includes setting a map scale, and developing the page layout. NEMCOG will work with City staff in developing the layout to include such things as map scale, City logo or seal, map legend, and any disclaimers. The map template will then be used to create Town, Range and Section maps, along with quarter section and quarter-quarter section maps as needed. The template can also be used for any custom area maps such as individual subdivisions.

The parcel section maps are also not an essential component of the GIS system, but are useful. This task can be considered optional.

Services to be Provided by Presque Isle County

Each of the work tasks outlined above will require certain services to be provided by the City. These needed services shall be provided to NEMCOG at no charge. The current parcel polygon layer and tax roll export in Microsoft Excel format will be provided to NEMCOG. The process of updating and cleaning the data may reveal discrepancies in legal descriptions for adjacent parcels. NEMCOG will provide a list of discrepancies, however, researching and providing resolutions will be the responsibility of the City. Task 4 would require input and review from City staff during the development of the parcel section maps. NEMCOG shall not sell or redistribute any digital data created by and obtained from the City of West Branch.

Proposed Budget

NEMCOG proposes to complete the described professional services for the fee described below. This work will be billed quarterly, based on work completed.

Breakdown of Estimated Costs

<i>Task 1 (Optional)</i>	\$3,000
<i>Task 2</i>	\$3,000
<i>Note – Task 2 would be reduced to \$1,600 if the City chooses to complete Task 1.</i>	
<i>Task 3 (Optional)</i>	\$1,000
<i>Task 4 (Optional)</i>	\$1,000

Note: If the City of West branch requests work activities outside the scope detailed in each phase above, there would be additional charges, based on time and materials expended by NEMCOG staff. Any additional charges would be determined and agreed upon prior to proceeding with the expanded scope.

Schedule

NEMCOG would be able to start work on the proposed projects immediately. The overall timeframe for completion would depend on staff availability and current workload. The choice of tasks to undertake will also affect the timeframe.

This AGREEMENT shall be governed by the laws of the State of Michigan, and constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes all previous communications whether written or oral. This document and a photocopy in good form shall be considered an original document with signatures of authorized representatives.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties have caused this AGREEMENT to be executed by their duly authorized representatives.

City of West Branch

Signature: _____

Name: _____

Title: _____

Date: _____

NEMCOG

Signature: _____

Name: Diane Rekowski

Title: Executive Director

Date: _____

Approval of Council Minutes & Summary

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, AUGUST 5, 2019.

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

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

Absent: None

Other officers present: City Manager Frank Goodroe, Clerk/Treasurer John Dantzer, County Commissioner Bruce Reetz, Planning Commission Vice Chairperson Bob David, and DDA Chairperson Samantha Fabbri.

All stood for the Pledge of Allegiance.

* * * * *

As an addition to the agenda, County Commissioner Reetz gave a County update which included the approving of Mike Bowers as the new County Emergency Manager, noted they are working on the budget, they authorized a contract with the Ogemaw Humane Society for stray animals, they approved to explore the idea of a County Administrator, authorized the purchase of two EMS vans, and noted they are looking at a wage increase for the Commission on Aging.

* * * * *

MOTION BY BENNETT, SECOND BY JACKSON, TO PAY BILLS IN THE AMOUNT OF \$137,344.56.

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY PUGH, TO APPROVE MEMBER JOANNE BENNETT AS THE VOTING DELEGATE AND MAYOR PAUL FRECHETTE AS THE ALTERNATE VOTING DELEGATE FOR THE 2019 MML CONVENTION.

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY PUGH, SECOND BY POWLEY, TO APPROVE THE APPLICATION TO THE MICHIGAN ECONOMIC DEVELOPMENT ASSOCIATION (MEDA) AND TO APPROVE THE ATTENDANCE OF MANAGER GOODROE AT THE MEDA BASIC COURSE.

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

No – None

Absent – None

Motion carried

* * * * *

Grace Nowakowski spoke to Council on a special event permit submitted for the 2019 homecoming parade and asked for approval to have a paint the town program.

MOTION BY BENNETT, SECOND BY JACKSON, TO APPROVE THE OGEMAW HEIGHTS STUDENT COUNCIL SPECIAL EVENT PERMIT AS SUBMITTED AND AUTHORIZE THEM TO HOLD A PAINT THE CITY PROGRAM.

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY WEILER, TO APPROVE THE FOLLOWING UPDATE TO APPENDIX B OF THE PERSONNEL POLICY.

APPENDIX B

CITY OF WEST BRANCH

Reimbursement of Expenses

The City of West Branch shall reimburse City officials and employees for reasonable expenses incurred in carrying out their duties for the City.

A. Spouses - Family - Guests:

The City will not reimburse conference, meal, travel and other related costs for spouses, family members or guests without prior approval by City Council.

B. Travel:

1. **Mileage:** Individuals using their personal vehicles for City business shall be reimbursed at the rate of fifty-eight (58) cents per mile subject to revision by the IRS Standard Mileage Rate. Ride sharing and/or the use of City vehicles are encouraged where appropriate.
2. **Air Travel:** Reimbursement for air travel shall not exceed coach rates. Employees should obtain authorization from the City Manager for air travel prior to travel.

3. Parking and Taxi Service: Necessary parking and taxi/shuttle service will be reimbursed, including gratuities, when the expense is accompanied by an appropriate receipt.

C. Lodging:

The costs for lodging incurred while on City business shall be reimbursed at the standard room rate. The City will not cover costs for suites or special rooms. Lodging is intended for single occupancy, officials. Employees/employees are not required to share room accommodations. (Travelers should obtain a Sales Tax Exempt form from the City Treasurer)

D. Meals:

Meal expenses will be reimbursed according to the following dollar maximums:

Breakfast:	\$15
Lunch:	\$22
Dinner:	\$35

A reasonable gratuity is allowed in the above meal rates. The City does not allow for the reimbursement of alcoholic beverages, and a separate receipt should be requested, so no alcohol appears on the meal receipt.

E. Miscellaneous:

Extra costs not related to City business such as personal telephone calls, movies, room service, laundry service, pre- and post-conference side trips, etc. shall not be reimbursed. Reimbursement for appropriate expense items not specifically covered under this policy shall require the advance approval of the City Manager.

F. Expense Advance or Reimbursement Forms:

In order to receive expense advances or reimbursements, the individual shall complete the appropriate request form and turn it in to the Clerk/Treasurer's office for processing.

Receipts must be attached for the following:

- a) Registration/conference/workshop costs.
- b) Lodging costs.
- c) Meals.
- d) Travel
 - 1. Personal vehicle mileage based on standard map mileage chart.
 - 2. Coach rate air travel.
 - 3. Parking costs.
 - 4. Taxi/shuttle costs.

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

No – None

Absent – None

Motion carried

* * * * *

**MOTION BY PUGH, SECOND BY ZIMMERMAN, TO APPROVE RESOLUTION 19-16 A DDA
BUDGET AMENDMENT**

RESOLUTION #19-16

WHEREAS, DDA reviews their revenues and expenditures on a monthly basis, and the City has reviewed its expense agreements with the DDA, and

WHEREAS, during this review it was determined that Fund 248 – DDA Operating Fund would exceed its budget; and

WHEREAS, the excess in revenue is due to the addition of tax revenue due to the reimbursement for the loss or personal property taxes and an increase in the current property tax and tax increment financing; and

WHEREAS, the expenses in the administration and transfer to general fund has decreased, and the contractual services has increased; and

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

FUND 248 – DDA fund

	BUDGET	AMENDED
ANTICIPATED CARRY OVER	22,151	22,151
REVENUE		
Dept. 000.000		
400.400 Tax increment financing	46,083	53,000
403.400 Current Property Tax Gen	14,500	20,000
408.400 Personal Property Tax loss reimbursement	0	35,300
634.400 Grant	45,000	45,000
664.400 Interest Income	250	250
695.400 Miscellaneous	400	400
TOTAL REVENUES	106,233	153,950
EXPENDITURES		
Dept. 000.000		
729.700 Flower project	5,000	5,000
750.700 Retail merchant	7,500	7,500
782.700 Administration	6,000	2,400
801.700 Contractual Services	69,133	129,750

935.703 Showmobile Expenses	300	300
948.700 Transfer to General Fund	15,300	7,500
956.700 Expenses	3,000	1,500
TOTAL EXPENDITURES	106,233	153,950

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY BENNETT, TO ACCEPT THE CODE ENFORCEMENT REPORT AS SUBMITTED.

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY FRECHETTE, TO APPROVE THE CITY OF WEST BRANCH FEE SCHEDULE AS SUBMITTED.

City of West Branch Fee Schedule

WATER/SEWER

hang 24 shut off hour notice	\$25
turn on/off during normal hours scheduled	\$15/ea
turn on/off after normal hours	\$100/ea
Sewer tap fee residential 6" or less	\$950
Water tap fee residential 3/4"	\$950
Water tap 4" or less fire suppression	\$2,000
Water tap larger than 4" fire suppression	\$3,000
Water ready to serve 3/4"	\$9.95
Water ready to serve 1"	\$17.69
Water ready to serve 1-1/2"	\$39.80
Water ready to serve 2"	\$70.76
Water ready to serve 3"	\$159.20
Water ready to serve 4"	\$283.02
Water per 1,000 gallons	\$5.23
Water debt per 1,000 gallons	\$1.30
Sewer ready to serve 3/4"	\$4.80
Sewer ready to serve 1"	\$8.54

Sewer ready to serve 1-1/2"	\$19.20
Sewer ready to serve 2"	\$34.14
Sewer ready to serve 3"	\$76.82
Sewer ready to serve 4"	\$136.56
Sewer per 1,000 gallons	\$4.98
Sewer collections per 1,000 gallons	\$1.52
Sewer debt per 1,000 gallons	\$6.26
Bulk water purchase per 1,000 gallons	\$10.41
Sprinkling meter used (includes tailpieces)	\$65.00
Sprinkling meter new (includes tailpieces)	\$162.00
Sprinkling meter new with cellular read	\$269.00

CEMETERY

Grave opening cremains	\$250
Grave opening full burial	\$500
Cemetery foundation by others	\$50
Cemetery foundation 20" X 32"	\$150
Cemetery 20" X 44"	\$200
Cemetery 20" X 56"	\$250
Flat stone placement	\$75
Cemetery lot City resident	\$400
Cemetery lot non City resident	\$800

MOBILE STAGE RENTAL

Rental of stage (maximum 15 mile radius	400.00
Additional set up/pick up/ delivery costs	\$75/hr
Refundable deposit	\$200.00

PERMITS AND LICENSING

Parking permit (per year)	\$60
Peddlers and solicitors standard license (per day)	\$10
Fixed stand on private property	
Peddlers and solicitors event license (per event)	\$50
City event	
Peddlers and solicitors special use license (per day)	\$25
Fixed stand on public property	
Peddlers and solicitors general license (per day)	\$10
Peddlers and solicitors general (6 months)	\$50
Door to door in City - no fixed stand	
Right of way permit	\$25
Farmers Market (per day)	\$5
Farmers Market (full season)	\$50

Demolition permit	\$25
Driveway permit	\$25

ZONING

zoning permit residential	\$25
zoning permit comercial	\$50
Special Use permit	\$250
Zoning Variance	\$250
Amendment to zoning ordinance	\$250
Sign permit (permanent or temporary)	\$25
Lot splits first one	\$75
Additional lot splits	\$25

COUNCIL CHAMBERS

Council Chambers 1/2 day	\$50
Council Chambers full day	\$100
Refundable deposit	\$100
Each 1/2 hour beyond scheduled	\$25

PARKS

Large pavillion City resident	\$25
Large pavillion non City resident	\$50
Small pavillion City resident	\$10
Small pavillion non City resident	\$20
Gazebo City resident	\$20
Gazebo non City resident	\$40
Little League Pavillion resident	\$20
Little League Pavillin non resdient	\$40

TICKETS

General municipal infraction - first offense	\$50+costs
General municipal infraction - second offense	\$150+costs
General municipal infraction - third offense	\$500+costs
Parking too far from curb	\$25.00
Angle parking violations	\$25.00
Obstructing Traffic	\$50.00
Prohibited parking (signs unnecessary)	
(a) On sidewalk	\$25.00
(b) In front of drive	\$25.00
(c) Within intersection	\$25.00
(d) Within 15 feet of hydrant	\$50.00
(e) On crosswalk	\$25.00
(f) Within 20 feet of crosswalk or 15 feet of corner lot lines	\$25.00

(g) Within 20 feet of street side traffic sign or signal	\$25.00
(h) Within 50 feet of railroad crossing	\$25.00
(i) Within 20 feet of fire station Station entrance	\$25.00
(j) Within 75 feet of fire entrance on opposite side of street (signs required)	\$25.00
(k) Beside street excavation when traffic obstructed	\$50.00
(l) Double parking	\$50.00
(m) On bridge	\$25.00
(n) Within 200 feet of accident where Police in attendance	\$50.00
(o) Blocking emergency exit	\$50.00
(p) Blocking fire escape	\$50.00
In prohibited zone (signs required)	\$50.00
Parking in yellow zone (yellow paint on curb)	\$25.00
Parking in handicap zone without permit	\$100.00
Failure to display handicap sticker	\$25.00
In alley	\$25.00
Parking for prohibited purpose	
(a) Displaying vehicle for sale	\$25.00
(b) Working or repairing vehicle	\$25.00
(c) Displaying advertising	\$25.00
(d) Selling merchandise	\$25.00
(e) Storage over 24 hours	\$25.00
Wrong side of roadway	\$25.00
Loading zone violation	\$50.00
Bicycle parking violations	\$25.00
Prohibited overnight parking in City lot or on street	\$25.00
Illegal tampering/altering/transfer of any permit	\$500.00

BLIGHT

General municipal infraction - first offense	\$300+costs
General municipal infraction - second offense	\$400+costs
General municipal infraction - third offense	\$500+costs
General municipal infraction - third offense	\$500+costs

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY JACKSON, TO APPROVE THE MINUTES AND SUMMARY FROM THE REGULAR MEETING AND THE MINUTES FROM THE CLOSED SESSION PORTION OF THE MEETING HELD JULY 29, 2019

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

No – None

Absent – Jackson

Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY BENNETT, TO RECEIVE AND FILE THE TREASURER’S REPORT AND INVESTMENT SUMMARY, THE MINUTES FROM THE PLANNING COMMISSION MEETING HELD JUNE 11, 2019.

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

No – None

Absent – None

Motion carried

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A communication on blight and vacant land crisis in cities was shared.

A communication noting October 24 as Red Wings day in West Branch was shared.

* * * * *

Mayor Frechette updated Council on the recent Michigan Mayor’s Association conference he attended and spoke on how well the downtown rodeo was attended.

Member Bennett spoke on the downtown rodeo and thanked everyone for their hard work.

Member Powley spoke on the downtown rodeo and how nice it was to see that many people downtown

Member Pugh spoke on the demolition of the old laundromat downtown.

Member Weiler spoke on the how well the downtown looks with the old laundromat gone.

Member Zimmerman also noted how well it looks without the old laundromat and thanked the Downtown Merchants and everyone involved for their work on the downtown rodeo.

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Pete Fabbri thanked the City for their support of the downtown rodeo.

* * * * *

City Manager Goodroe gave the Manager’s report which included a communication on a book that will be shared upon receipt called “13 ways to kill your community”, shared a communication on a story called “all the queens’ horses” which focused on embezzlement, spoke on the laundromat demolition, noted a Planning Commission vacancy, spoke on a grant for video conference equipment, spoke on new orientation binders, a parking ticket permit procedure update, spoke on the potential of adding a Public Arts commission for the City, spoke

on using the County Prosecutor as the City Prosecutor, gave an update on the City cleaning position, and reminded Council of the employee appreciation picnic.

Fellow Samantha Fabbri noted that a computer would need to be purchased if the grant for the conference equipment was awarded.

MOTION BY ZIMMERMAN, SECOND BY JACKSON, TO APPROVE THE SUBMISSION OF THE NEMCOG CONFERENCE EQUIPMENT GRANT.

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

No – None

Absent – None

Motion carried

* * * * *

City Manager Goodroe also spoke on the extra charges for warrant/lien services that is going to be charged by the 911 Authority which was discussed at the last meeting as well as the requirement of mandated services. He noted that the only option at this point is to appeal the decision to the County Commissioners.

MOTION BY ZIMMERMAN, SECOND BY JACKSON, TO ALLOW MANAGER GOODROE TO APPEAL TO THE COUNTY COMMISSIONERS THE DECISION OF 911 CHARGING FOR WARRANT/LIEN ENTRY

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

No – None

Absent – None

Motion carried

* * * * *

Commissioner Bruce Reetz spoke on how well it looks with the old laundromat taken down and how well the exposed wall of the building next to it looks.

Eric Young also gave his support of how well downtown looked without the old laundromat.

Member Jackson as well as the Mayor and the rest of Council thanked Eric Young for his service to the Community and to the Herald.

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Mayor Frechette adjourned the meeting at ~~8:50 pm~~ 7:50 pm.

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD MONDAY, AUGUST 5, 2019.

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

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

Absent: None

Other officers present: City Manager Goodroe, Clerk/Treasurer Dantzer, County Commissioner Reetz, DDA Chair Fabbri, and Planning Vice-Chair David.

Commissioner Reetz gave a County update.

Council approved bills in the amount of \$137,344.56.

Council approved Member Bennett as voting delegate and Mayor Frechette as the alternate voting delegate for the MML conference.

Council approve the application to the MEDA and attendance of Manager Goodroe at their conference.

Council approved the OHHS student council special event permit for a homecoming parade.

Council approved an update to Appendix B of the personnel policy.

Council approved Resolution 19-16, a DDA budget amendment.

Council approved an updated City fee schedule.

Council approved the minutes and summary and closed session minutes from the meeting held July 29, 2019.

Council received and filed the treasurer's report and investment summary, the minutes from the Planning Commission meeting held June 11, 2019

Communications were shared.

Mayor Frechette, Council Members Bennett, Powley, Pugh, Weiler, Zimmerman, and Manager Goodroe gave reports

Council approved an application for a conference equipment grant.

Council approved Manager Goodroe to appeal to the County Commissioners the 911 lien/warrant charges

Pete Fabbri, Bruce Reetz, and Eric Young addressed Council.

Mayor Frechette adjourned the meeting at ~~8:50 pm~~ 7:50 pm

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, AUGUST 19, 2019.

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

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

Absent: None

Other officers present: City Manager Frank Goodroe, Clerk/Treasurer John Dantzer, Police Chief Ken Walters, Public Works Superintendent Mike Killackey, and DDA Vice Chairperson Joe Clark.

All stood for the Pledge of Allegiance.

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As an addition to the agenda, Marsha Young and Ken Neubecker spoke to Council on this year’s Victorian Art Fair and thanked the City DPW and Police for their help

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Bids were submitted for the paving of Sidney St. with bids received from Hodgins Asphalt in the amount of \$34,300 and Mid-Michigan Asphalt in the amount of \$46,217.

MOTION BY JACKSON, SECOND BY WEILER, TO AWARD THE LINDSAY ST BID TO HODGINS NOT TO EXCEED \$34,300

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

No – None Absent – None Motion carried

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MOTION BY BENNETT, SECOND BY JACKSON, TO PAY BILLS IN THE AMOUNT OF \$123,065.38.

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

No – None Absent – None Motion carried

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MOTION BY FRECHETTE, SECOND BY BENNETT, TO RESCHEDULE THE REGULAR MEETING ON SEPTEMBER 2 TO SEPTEMBER 3 AT 6:00 PM.

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

No – None Absent – None Motion carried

MOTION BY FRECHETTE, SECOND BY BENNETT, TO APPROVE DAN ROBB AS THE EMPLOYER PRIMARY DELGATE AND FRANK GOODROE AS THE EMPLOYER ALTERNATE DELEGATE AND TO APPROVE MICHELLE FRECHETTE AS THE EMPLOYEE PRIMARY DELEGATE AND STEVE MORRIS AS THE EMPLOYEE ALTERNATE DELAGATE FOR THE MERS CONFERENCE

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY ZIMMERMAN, SECOND BY POWLEY, TO APPROVE THE 2019 MML RENEWAL

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

No – None

Absent – None

Motion carried

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MOTION BY BENNETT, SECOND BY JACKSON, TO APPROVE THE SPECIAL EVENT PERMIT FOR THE MICHIGAN EDUCATON ASSOCIATION.

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY PUGH, SECOND BY JACKSON, TO APPROVE MANAGER GOODROE TO SIGN THE CONSUMERS ENERGY LIGHTING CONTRACT CHANGES.

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

No – None

Absent – None

Motion carried

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MOTION BY BENNETT, SECOND BY WEILER, TO APPROVE THE USE OF THE GOV DEALS WEBSITE FOR THE SALE OF USED CITY EQUIPMENT.

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY ZIMMERMAN, TO APPROVE THE SALE OF THE CITY CAR.

Yes — Bennett, Jackson, Powley, Pugh, Weiler, Zimmerman

No – Frechette

Absent – None

Motion carried

* * * * *

MOTION BY PUGH, SECOND BY JACKSON, TO APPROVE LADONNA SCHULTZ AS THE CITY PROSECUTOR WITH A MEMORADUM OF UNDERSTANDING.

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

No – None

Absent – None

Motion carried

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MOTION BY BENNETT, SECOND BY ZIMMERMAN, TO APPROVE THE PURCHASE OF 50 RESIDENTIAL WATER METERS AND ONE 4" COMMERCIAL METER.

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

No – None

Absent – None

Motion carried

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MOTION BY ZIMMERMAN, SECOND BY BENNETT, TO APPROVE THE MINUTES WITH CORRECTIONS AND SUMMARY WITH CORRECTIONS FROM THE REGULAR MEETING HELD AUGUST 5, 2019

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

No – None

Absent – None

Motion carried

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MOTION BY BENNETT, SECOND BY JACKSON, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; THE MINUTES FROM THE PLANNING COMMISSION MEETING HELD JULY 9, 2019; MINUTES FROM THE IDC BOARD MEETING HELD DECEMBER 13, 2018; MINUTES FROM THE AIRPORT BOARD MEETINGS HELD MAY 15 AND JUNE 19, 2019; AND THE JULY POLICE REPORT.

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

No – None

Absent – None

Motion carried

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A Charter Cable communication was shared

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Member Jackson updated Council on the recent EDC meeting he attended and spoke on how great the Victorian Art Fair was.

Member Weiler asked about the property on the corner of Wright and S. Second St.

Member Bennet spoke on the Victorian Art Fair and the Smiley Tower.

Member Pugh spoke on how nice the Victorian Art Fair was.

Manager Goodroe gave a Managers update which included Council business cards, a reminder of the employee picnic, an update on the land auction, a street administrator update, and an update on the DDA walk around.

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MOTION BY FRECHETTE, SECOND BY BENNETT, TO GO INTO CLOSED SESSION PURSUANT TO MCL 15.268(A)(D) TO CONSIDER THE PURCHASE OF REAL PROPERTY UP UNTIL THE TIME AN OPTION TO PURCHASE OR LEASE THAT PROPERTY IS OBTAINED AND TO CONSIDER A PERIODIC PERSONNEL EVALUATION OF AN EMPLOYEE IF REQUESTED.

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

No – None Absent – None Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY WEILER, TO RETURN TO OPEN SESSION.

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

No – None Absent – None Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY BENNETT, TO AUTHORIZE MANAGER GOODROE TO PROCEED WITH A PURCHASE AGREEMENT FOR REAL PROPERTY AS DISCUSSED IN CLOSED SESSION.

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

No – None Absent – None Motion carried

* * * * *

Mayor Frechette adjourned the meeting at 8:07 pm.

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD MONDAY, AUGUST 19, 2019.

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

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

Absent: None

Other officers present: City Manager Goodroe, Clerk/Treasurer Dantzer, Chief Walters, DPW Superintendent Killackey, DDA Vice Chair Clark

As an addition to the agenda, Marsha Young and Ken Neubecker spoke to Council on the 2019 Victorian Art Fair.

A bid was awarded for the repaving of Lindsay St to Hodgins Asphalt in the amount of \$34,300

Council approved bills in the amount of \$123,065.38.

Council rescheduled the September 2nd Council meeting to Tuesday, September 3rd at 6:00 pm.

Council approved delegates for the 2019 MERS convention.

Council approved the 2019 MML renewal.

Council approved a special event permit.

Council approved the signing of a Consumers Energy lighting contract.

Council approved the use of the Gov Deals website for the sale of City equipment.

Council approved the sale of a city vehicle.

MOTION BY JACKSON, SECOND BY ZIMMERMAN, TO APPROVE THE SALE OF THE CITY CAR.

Yes — Bennett, Jackson, Powley, Pugh, Weiler, Zimmerman

No – Frechette

Absent – None

Motion carried

Council approved Ladonna Schultz as the City prosecutor.

Council approved a purchase of water meters.

Council approved the minutes with corrections and summary of minutes with corrections from the meeting held August 5, 2019.

Council received and filed the treasurer's report and investment summary, the minutes from the Planning Commission meeting held July 9, 2019; minutes from the IDC board meeting held December 13, 2018; minutes from the Airport Board meetings held May 15 and June 19, 2019; and the July Police Report.

Communications were shared.

Council Members Jackson, Weiler, Bennett, and Pugh, and Manager Goodroe gave reports.

Council approved going into closed session pursuant to MCL 15.268(a)(d).

Council approved returning to open session.

Council authorized Manager Goodroe to proceed with a purchase agreement.

Mayor Frechette adjourned the meeting at 8:07 pm

Consent Agenda

CASH SUMMARY BY BANK FOR WEST BRANCH
FROM 08/01/2019 TO 08/31/2019

Bank Code Fund	Description	Beginning Balance 08/01/2019	Total Debits	Total Credits	Ending Balance 08/31/2019
GEN1	GEN1 - GENERAL CHECKING				
101		461,983.80	332,660.85	226,855.39	567,789.26
150	CEMETERY PERPETUAL CARE	20,675.28	0.00	0.00	20,675.28
209	CEMETERY FUND	3,679.43	2,275.71	3,870.57	2,084.57
248	DDA OPERATING FUND	79,866.21	4,632.67	1,037.64	83,461.24
251	INDUSTRIAL PARK FUND	5,823.96	0.00	1,093.39	4,730.57
276	HOUSING RESOURCE FUND	206,532.90	632.50	0.00	207,165.40
318	SEWER DEBT FUND	129,592.22	31,288.71	394.22	160,486.71
319	WATER DEBT FUND	27,399.71	7,714.53	64.24	35,050.00
371	COLLECTION REPLACEMENT FUND	30,947.60	0.00	0.00	30,947.60
372	PLANT REPLACEMENT FUND (R&I)	9,151.00	37.01	0.00	9,188.01
390	SEWER FUND	238,300.24	46,227.77	52,860.71	231,667.30
391	WATER FUND	389,532.65	45,080.71	24,404.75	410,208.61
392	WATER REPLACEMENT FUND	282,614.63	0.00	0.00	282,614.63
393	SEWER COLLECTION	75,390.25	8,044.63	4,827.91	78,606.97
361	EQUIPMENT FUND	135,570.39	14,106.19	4,876.89	144,799.69
704	PAYROLL CLEARING	(37,303.56)	115,306.84	77,032.50	970.78
705	IRONS PARK ENTERTAINMENT FUND	1,601.97	463.25	0.00	2,065.22
707	YOUTH SAFETY PROGRAM	5,443.79	225.00	0.00	5,668.79
714	RECYCLING CENTER	10,107.49	813.00	1,739.56	9,180.93
	GEN1 - GENERAL CHECKING	2,076,909.96	609,509.37	399,057.77	2,287,361.56
MAJ/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	607,527.75	16,988.43	171,431.88	453,084.30
203	LOCAL STREET FUND	380,975.54	11,420.66	3,158.26	389,237.94
	MAJOR/ LOCAL STREETS	988,503.29	28,409.09	174,590.14	842,322.24
PAY	PAYROLL				
704	PAYROLL CLEARING	51,311.07	77,032.50	119,939.53	8,404.04
	PAYROLL	51,311.07	77,032.50	119,939.53	8,404.04
CHEM	SAVINGS				
101		436,419.57	0.00	0.00	436,419.57
150	CEMETERY PERPETUAL CARE	1,681.48	0.00	0.00	1,681.48
251	INDUSTRIAL PARK FUND	20,898.94	0.00	0.00	20,898.94
371	COLLECTION REPLACEMENT FUND	2,381.66	0.00	0.00	2,381.66
391	WATER FUND	26,262.34	0.00	0.00	26,262.34
392	WATER REPLACEMENT FUND	19,650.51	0.00	0.00	19,650.51
393	SEWER COLLECTION	785.38	0.00	0.00	785.38
361	EQUIPMENT FUND	103,394.27	0.00	0.00	103,394.27
714	RECYCLING CENTER	1,048.45	0.00	0.00	1,048.45
	SAVINGS	612,522.60	0.00	0.00	612,522.60
TAX	TAXES				
701	TAX AGENCY	286,608.95	1,197,608.78	618,236.03	865,981.70
	TAXES	286,608.95	1,197,608.78	618,236.03	865,981.70
	TOTAL - ALL FUNDS	4,015,855.87	1,912,559.74	1,311,823.47	4,616,592.14

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
 FROM 08/01/2019 TO 08/31/2019
 FUND: ALL FUNDS
 INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 08/01/2019	Total Debits	Total Credits	Ending Balance 08/31/2019
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
		250,000.00	0.00	0.00	250,000.00
Fund 150	CEMETERY PERPETUAL CARE				
004.300	CERTIFICATE OF DEPOSIT C	114,701.74	0.00	0.00	114,701.74
004.400	CERTIFICATE OF DEPOSIT D	115,271.06	0.00	0.00	115,271.06
	CEMETERY PERPETUAL CARE	229,972.80	0.00	0.00	229,972.80
Fund 251	INDUSTRIAL PARK FUND				
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	INDUSTRIAL PARK FUND	200,000.00	0.00	0.00	200,000.00
Fund 661	EQUIPMENT FUND				
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	EQUIPMENT FUND	250,000.00	0.00	0.00	250,000.00
	TOTAL - ALL FUNDS	929,972.80	0.00	0.00	929,972.80

REGULAR MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY
HELD IN THE COUNCIL CHAMBERS OF WEST BRANCH CITY HALL, 121 N. FOURTH
STREET, TUESDAY, JULY 23, 2019.

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

Present: Members Joanne Bennett, Joe Clark, Mike Cozad, Samantha Fabbri, Autum Hunter, Sandy Rabidue, Erin Resteiner, Ken Walters, and Cathy Zimmerman (arrived at 12:35).

Absent: Members: None

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

* * * * *

**MOTION BY FABBRI, SECOND BY CLARK, TO EXCUSE MEMBER CATHY
ZIMMERMAN FROM THE MEETING.**

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

No – None Absent – Zimmerman Motion carried.

* * * * *

**MOTION BY RABIDUE, SECOND BY RESTEINER, TO APPROVE THE MINUTES
FROM THE MEETINGS HELD JUNE 25, 2019.**

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

No – None Absent – Zimmerman Motion carried.

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**MOTION BY FABBRI, SECOND BY BENNETT, TO APPROVE BILLS IN THE
AMOUNT OF \$199.66 AND TO APPROVE REIMBURSEMENT TO SANDY RABIDUE
FOR MONEY SHE SPENT FOR DOWNTOWN ALLEY IMPROVEMENTS IN THE
AMOUNT OF \$337.64.**

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

No – None Absent – Zimmerman Motion carried.

* * * * *

Member Rabidue gave an update on the alley improvements

Manager Goodroe gave an update on possible changes to the administration fees and the maintenance contract, a fellowship update, a blight and code enforcement update, a laundromat demolition update, recommended joining the Michigan Downtown Association, the possibility of using Americore or Vista, spoke on the joint DDA, the need to look at the possibility of expanding the DDA boundaries, and holiday decorations.

* * * * *

Lindsay Miller of the Michigan Economic Development Corporation (MEDC) joined by phone at 12:15 pm

Ms. Miller went over MEDC options for project funding which included the Public Spaces/Community Places program and the Public Facilities program. Ms. Miller noted that the Public Space program was typically used for projects less than \$100,000 and required local donations to be received up to \$50,000 and then the program would match up to the \$50,000 while the Public Facility program was typically for projects for more than \$100,000 and was a much longer process and required a local match of 10%-20%. In addition, she noted there were DNR grant options that could work with these programs for additional funding.

Ms. Miller also spoke on some community development programs including mixed use development programs, facade programs, rental rehab programs, and community revitalization programs which will help pay for interior and exterior updates.

Ms. Miller spoke on other MEDC programs such as Michigan Mainstreet, and Redevelopment Ready Communities (RRC)

Member Zimmerman arrived during Ms. Miller's presentation at 12:35 pm and it was noted that the previous motion to excuse her was not needed any longer.

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Member Clark spoke on blight, how good the parking lots looked, and the possibility of having a rain garden added to the Pocket Park.

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MOTION BY ZIMMERMAN, SECOND BY RESTEINER, TO APPROVE THE APPLICATION TO THE MICHIGAN DOWNTOWN ASSOCIATION.

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

No – None

Absent – None

Motion carried.

* * * * *

Member Hunter left at 1:34 pm

Member Zimmerman left at 1:35 pm

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A communication on the type of garbage can recommended by DPW Superintendent Killackey was shared.

The Board discussed looking at the window signs for vacant buildings again

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Chairperson Fabbri adjourned the meeting at 1:40 pm.

<u>CODE ENFORCEMENT</u>		<u>August 2019</u>	<u>OUTCOME</u>
<u>Date</u>	<u>Address</u>	<u>Violation</u>	
8/1/2019	301 W Houghton	Notice of Violation Sent	Pending
8/5/2019	607 Wright	Pics and Notice of Violation sent	Pending
8/7/2019	301 W Houghton	Recheck	In compliance
8/8/2019	141 Alto Court	Recheck	In Compliance
8/9/2019	208 s 3rd - Thomas	Follow Up/Status of Citation	Pending
8/13/2019	208 S 3rd - Thomas	State Citation issued #25611	Pending
8/13/2019	607 Wright	Recheck	in compliance
8/13/2019	201 N 8th	Recheck	recheck in 1 wk
8/12/2019	Coleman -Irons Park	Prohibited Parking- 7 day letter/unpaid	pending
8/12/2019	Tokarczyk-Victory St	Dog @ large/7 day letter/unpaid citations	pending
8/13/2019	243 N Burgess	recheck - pictures	pending
8/13/2019	243 N Burgess	blight/lawn/7 day letter/unpaid citations	pending
8/14/2019	208 s 3rd - Thomas	14 day extension letter from Chief	pending
8/19/2019	Daniel Coleman-Irons Park	State Citations issued #25612, 25614, 25613	Pending
8/19/2019	243 N Burgess/Poole	State Citations Issued #25615	Pending
8/19/2019	Tokarczyk-Victory St	Dog @ Large - Extension Agreement	Pending
8/15/2019	239 S 1st	Notice of Violation Sent	Pending
8/20/2019	239 s 1st	Contractor contacted to mow	In Compliance
8/23/2019	201 N 8th	Recheck	Pending
8/23/2019	201 N 8th	Call to Mr. Cherry regarding lawn	Pending
8/28/2019	201 N 8th	Recheck	Pending
8/27/2019	138 S Burgess	Pictures/review past violations	Pending

8/28/2019	Paws and Claws-Houghton	Letter and copy of Ordinance/Dog Deposits	In Compliance
8/28/2019	S. Valley/Foster Blue Water	Notice of Violations/pics taken/ CAP sent/ordinance sent	Pending
8/23/2019	208 S Third - Thomas	State Citations - Blight	Post-poned
8/28/2019	138 S Burgess	Met w/Frank on property/new pics	On - Hold

Communications

Reports

Mayor

Council

City Manager

**Public
Comment
-Any
Topic**

Adjournment