

- AGENDA -

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD AT THE  
WEST BRANCH CITY HALL, 121 N. FOURTH ST., ON MONDAY, MARCH 19, 2018  
BEGINNING AT **6:00 P.M.**

PLEASE NOTE: All guests and parties in attendance are asked to sign in. Public comments are limited to 3 minutes in length while matters from the floor are limited to 10 minutes. All in attendance are asked to please remove hats and/or sunglasses during meetings and to silence all cell phones and other electronic devices. Those in attendance are also asked to **please refrain from having private conversations while meetings are in progress.**]

[DISCLAIMER: Views or opinions expressed by City Council Members or employees during meetings are those of the individuals speaking and do not represent the views or opinions of the City Council or the City as a whole.]

[NOTICE: Audio and/or video may be recorded at public meetings of the West Branch City Council.]

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Public Hearings
- V. Additions to the agenda
- VI. Public Comment on Agenda Items Only (limited to 3 minutes)
- VII. Scheduled Matters from the Floor
  - A. Lt. Pintar – Sting update and budget request
  - B. Phil Shaw – Bigfoot resolution request
  - C. Bill & Janice Ehinger
- VIII. Bids
  - A. Water Meter Replacement
- IX. Unfinished Business
  - A. Second Reading/Enactment of Ordinance 18-01 – City Cemetery Ordinance
  - B. Resolution # 18-08 to formalize extra \$25 pay to Planning Commission Secretary
- X. New Business
  - A. Bills payable

- B. Approval/Acceptance of Planning Commission Updated Bylaws
  - C. Closed Session – Periodic Personnel Review of Manager Grace
  - D. City Manager Contract
  - E. Airport appropriation approval
  - F. City Attorney comments regarding DDA budget
- XI. Approval of minutes and summary from the Regular Meeting held March 5, 2018
- XII. Consent Agenda (These items are considered routine and can be enacted in one motion)
- A. Treasurer's report and Investment Summary
  - B. Administrative Budget Amendments 9786, 9794, 9810, 9811, 9815, 9816
  - C. Planning Commission corrected minutes from the meeting held February 27, 2018
  - D. Library Board of Trustee meeting held December 4, 2017
  - E. February Police Report
- XIII. Communications
- A. Surline PTO color run
  - B. Representative Moolenaar thank you
  - C. National Service Recognition Day
  - D. Website analytics
  - E. Governor Snyder thank you
- XIV. Reports and/or comments
- A. Mayor
    - 1. Ogemaw EDC Board City Representative – Appointment
    - 2. Planning Commission Board Member – Appointment
  - B. Council Members

C. City Manager

XV. Public Comment on any item (limited to 3 minutes)

XVI. Adjournment

**Call to Order**

**Roll Call**

**Pledge of  
Allegiance**



# Public Hearings

# **Additions to the Agenda**

# **Public Comment -Agenda Items**

# **Scheduled Matters from the Floor**

## **City Manager Notes – Sting Update & Budget Request:**

It has recently been discovered that the 2004 Sting contract signed by the City may no longer be valid. As such, I would recommend that Council delay approval of paying funds to Sting until such time as the City Attorney can verify whether a new contract is necessary in order to ensure that such payments are legal and handled in the proper manner.



## STING

Strike Team Investigative Narcotics Group  
496 E Houghton Ave  
West Branch MI 48661  
TX: 989.345.2304 FAX: 989.345.5666  
[www.stingnarcotics.com](http://www.stingnarcotics.com)

February 26, 2018

To All County, City and Township Boards,

This letter is being mailed to you on behalf of the STING Executive Board in regards to funding for the new Fiscal Year (2017/2018). STING was successful in obtaining Federal Byrne Grant moneys for continued support of the operational funding costs and the Byrne award remained the same as 2016-2017 of \$71,000. The Michigan State Police has continued the funding of the four (4) MSP positions with no cost to the Byrne funding and Oscoda County has its millage in place for keeping a team member assigned to STING. The Roscommon County Sheriff contributes to the team with a deputy assigned to STING bringing a total of six (6) sworn law enforcement members to the task force.

STING is respectfully asking that your current contribution remain the same as the previous year in order to provide continued support and commitment to keeping STING operational. This funding is instrumental for STING to combat the illegal drugs that are in our communities and to continue working jointly with our law enforcement partners in all the communities we serve in order to provide the necessary investigative services/assistance to make our communities safe and our partners successful too.

I thank you for your continued support and if you have any questions, please feel free to contact me at (989)345-2304.

*Mark Pintar / MP*

D/Lt. Mark Pintar  
STING Unit Commander

**STING**

496 E Houghton Ave  
West Branch, MI 48661

**INVOICE**

Invoice Number: 311  
Invoice Date: Feb 26, 2018  
Page: 1

Voice: 989.345.2304  
Fax: 989.345.5666

*Duplicate*

**Bill To:**

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

**Ship to:**

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

Customer ID	Customer PO	Payment Terms	
West Branch C		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	US Mail		3/28/18

Quantity	Item	Description	Unit Price	Amount
2,139.00	FY 17/18	Narcotics Law Enforcement Services	1.40	2,994.60
Subtotal				2,994.60
Sales Tax				
Total Invoice Amount				2,994.60
Payment/Credit Applied				
<b>TOTAL</b>				<b>2,994.60</b>

Check/Credit Memo No:

Visit the new website for info and Quarterly Newsletters  
[www.stingnarcotics.com](http://www.stingnarcotics.com)

**RESOLUTION #18-07**

**WHEREAS, it has been determined the West Branch area to be a very Squatchy area with its many lakes, swamps, and forests, and**

**WHEREAS, as certified Bigfoot researcher Phil Shaw has documented over 90 incidents of Bigfoot type activity in the general West Branch area, and**

**WHEREAS, multiple Bigfoot conferences have been held in West Branch over the past five years, and**

**NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby declare the City of West Branch be designated the Bigfoot capital of the State of Michigan.**



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# Bids

# **Unfinished Business**

**City of West Branch Cemetery Ordinance  
Ogemaw County, Michigan  
(Ordinance No. 18-01)**

An ordinance to protect the public health, safety and general welfare by establishing regulations relating to the operation, control, maintenance, and management of cemeteries owned, controlled, or operated by the city of West Branch, in Ogemaw County, Michigan; to provide penalties for the violation of said ordinance, and to repeal all ordinances or parts of ordinances in conflict therewith.

**The City of West Branch ordains:**

**Section 1. Title**

This Ordinance shall be known and cited as the "City of West Branch Cemetery Ordinance."

**Section 2. Purpose and Intent**

The City of West Branch recognizes and concludes that the proper and reasonable maintenance, appearance, and use of the cemetery or cemeteries owned or controlled by the City is an important function of the government of the City. It is also important that burials, disinterments, and other matters associated with a municipal cemetery are handled in a respectful and proper way in order to promote the safety, public health, and general welfare of the community. The City finds that the adoption and enforcement of this Ordinance is in the best interests of the property owners and residents of the City.

**Section 3. Definitions**

- (a) A "cemetery plot" shall consist of an area in a City cemetery sufficient to accommodate burial space for one deceased person. It shall consist of a land area at least forty-five (45) inches wide and one hundred and twenty (120) inches in length. The sale of a cemetery plot grants right of burial only and does not convey ownership of the land or grant any additional property rights.
- (b) "City" means City of West Branch, MI.
- (c) "City cemetery" or "cemetery" means any cemetery owned, operated, and/or controlled by the City.
- (d) "Sexton" means the Department of Public Works Superintendent or others named by resolution of City Council.
- (e) A "marker" shall be considered a structure built in remembrance of a person or persons and marking the location of a person or person who is/are deceased.
- (f) A "monument" shall be considered a structure built for commemoration only and has no connection to the location of a person or persons who is/are deceased.
- (g) A "memorial" shall be considered a structure built to honor a person.

**Section 4. Sale of Cemetery Plots; Nontransferable**

- (a) After the effective date of this Ordinance, cemetery plots shall be sold by the City for the purpose of burial for the purchaser of a cemetery plot or his or her immediate family. No sale shall be made to funeral directors or others, except for those acting as an agent for an eligible purchaser.
- (b) All sales and transfers of cemetery plots shall be made and signed by the designated City official, which grants a right of burial only and does not convey any other title or right to the cemetery plot or burial space sold. Such forms shall be signed by the City Clerk and shall constitute a

complete agreement between the City of West Branch and the plot owner. Proof of ownership for transfers may be required at the discretion of the City Clerk.

- (c) Cemetery plots may be sold to any resident or nonresident of the City. Rates may be different for residents and nonresidents and shall be set by administrative act of the City Treasurer. A resident is defined as a person who owns real property within the corporate limits of the City of West Branch according to tax records and has a valid State ID listing the real property as their principal residence at the time of purchase or a person who maintained their primary address and place of dwelling within the corporate limits of the City of West Branch for a cumulative total of at least 20 years. City Council may adjust the rates for plots in special circumstances by passage of a City resolution.
- (d) Cemetery plots are not to be purchased for speculative purposes. Sites are provided as a service to the public and individual profit or gain is not a purpose of the cemetery. Therefore, all private sales of plots shall be made only to the City of West Branch for resale to members of the public at a preset price set by administrative act of the City Treasurer. All burial rights shall contain language stating such and restricting the private sale of cemetery lots.
- (e) The City shall allow for purchase up to four (4) lots for their use or the use by immediate family members. Members of the same immediate family which include the spouse and children under the age of 21 qualify as one resident for the purpose of this section.
- (f) The City shall have the right to correct any errors that may be made concerning interments, disinterments, or in the description, transfer, or conveyance of any cemetery plot, either by canceling the permit for a particular vacant cemetery plot or plots and substituting and conveying in lieu thereof another vacant cemetery plot or plots in a similar location within the cemetery at issue or by refunding the money paid for the cemetery plot to the purchaser or the successor of the purchaser. In the event that an error involves the interment of the remains of any person, the City shall have the right to remove and transfer the remains so interred to another cemetery plot in a similar location in the same City cemetery in accordance with law.
- (g) The lawful owner of any cemetery plot shall be responsible for promptly notifying the City whenever that person's mailing address changes.

#### **Section 5. Purchase Price for Cemetery Plots**

- (a) Prices for a cemetery plot are set by administrative act of the City Treasurer, and included in the fee schedule as reviewed and published annually. Additional burial spaces on a purchased plot are available to be used for cremains or infant burials.
- (b) All charges shall be paid to the City.

#### **Section 6. Grave Opening Charges**

- (a) The City may charge reasonable fees for the opening and closing of any cemetery plot, prior to and following a burial therein, and including the interment of ashes. Such fees shall be set from time to time by administrative act of the City Treasurer, payable to the City.
- (b) No cemetery plot shall be opened or closed except under the direction and control of the City Sexton or such other individual as is designated by the Sexton. This subsection B shall not apply to any grave opening, disinterment, or similar matter which is done pursuant to a valid court order or under the supervision and direction of local or state health department authorities; however, even in such cases, the City Sexton shall be given at least twenty-four (24) hours' prior notice of when such grave opening or closing will occur.

#### **Section 7. Markers or Memorials; No Monuments**

- (a) Markers are allowed in any section of the Brookside cemetery except in the '73 addition where only flush markers can be placed.
- (b) One monument per gravesite is allowed except in the '73 addition where monuments are not allowed.
- (c) All markers, memorials, and monuments must be comprised of stone or other equally durable composition and shall face the same direction as the markers and memorials around them.
- (d) Any monument or marker shall be placed in accordance with the cemetery specifications. No monument or marker is to be placed without first contacting the City sexton, or a designated representative, to insure compliance with this rule without incurring unnecessary re-setting costs.
- (e) Flush markers placed in memory of someone that is not buried in the cemetery are allowed. The death certificate of the person must accompany the request for the markers along with a statement telling where the remains are located.
- (f) Except for monuments that existed in a City cemetery before the effective date of this Ordinance, no monument will be allowed or erected in a cemetery without written consent of the City Sexton. For purposes of this Ordinance, "monument" shall be defined as any marker, memorial, statue, or similar item which exceeds thirty (30) inches in height above normal ground level or which has a ground surface area exceeding thirty-two (32) inches in width for a single marker or fifty-six (56) inches in width for a double marker. Only one (1) monument or marker shall be permitted per cemetery plot. Markers shall be no more than thirty two (32) inches in width for a single marker or fifty six (56) inches in width for a double marker, with an overall height of no more than thirty (30) inches above ground level, including the foundation. The placing of a monument may make a plot unusable for interment of a full burial depending on the size of the monument.
- (g) The footing or foundation upon which any marker, monument, or memorial must be placed shall be constructed by the City, or such person(s) as may be designated by the City. Footing or foundation may be placed by a private party with prior written consent from the City Sexton. Fees for such work shall be set from time to time by administrative act of the City Treasurer, payable to the City. All installations by private contractors are subject to the inspection of the Cemetery Sexton. The City of West Branch will not be responsible for improper installation by private contractors. Any repair or re-installation will be performed at the property owners' expense.
- (h) Should any monument or memorial (including any monument or memorial that was in place before this Ordinance became effective) become unsightly, broken, moved off its proper site, dilapidated, or a safety hazard, the City Council shall have the right, at the expense of the owner of the cemetery plot, to correct the condition or remove the same. The City shall make reasonable attempts to contact the owner of the cemetery plot prior to any such work beginning.
- (i) The maintenance, repair, and upkeep of a cemetery memorial, marker, urn, or similar item is the responsibility of the heirs or family of the person buried at that location. The City has no responsibility or liability regarding the repair, maintenance, or upkeep regarding any such marker, memorial, urn, or similar item.

#### **Section 8. Interment Regulations**

- (a) The interment of two bodies in one grave is prohibited, except for a parent and infant child, or two (2) children buried at the same time, provided that this does not involve the burial of two caskets on top of each other, and does not encroach upon adjacent lots, graves, or aisles. Up to two (2) cremains burials or one vault burial and one cremains burial may be placed on a plot instead of a traditional vaulted burial.

- (b) The City shall be given not less than 36 hours' prior notice in advance of any funeral to allow for the opening of the cemetery plot. Notification of burial for weekends and holidays must be made prior to 9 a.m. on the last regular work day before the weekend or holiday. Notifications made after this deadline may be scheduled for the weekend or holiday at the discretion of the City Sexton. The opening and closing of cemetery plots shall be done only by the City or such person or persons as are designated by the City.
- (c) No interment shall take place without a burial-transit permit and shall be presented to either the City Sexton, City Clerk, or other designated City official prior to interment. Either a burial permit or death certificate shall accompany cremation burials.
- (d) No plot shall be used for any other purpose than the burial of human remains.
- (e) In order to allow for the general care of the cemetery, the surface of all graves shall be kept in an orderly and neat-appearing manner within the confines of the cemetery plot involved.
- (f) Before any interment is made, complete payment including perpetual care fees for the plot must be made to the City. Deferred payments on additional unused lots may be accepted for up to one year. After that time, the City may make lots available for sale to the public without notification. All payments made will then be forfeited unless other arrangements are made.

#### **Section 9. Disinterments**

- (a) No disinterment or digging up of an occupied grave shall occur until and unless any and all permits, licenses, and written authorizations required by law for such disinterment or digging up of an occupied grave have been obtained from any applicable state or county agency, governmental unit, or official and a copy of the same has been filed with the City.
- (b) The City Council shall have the authority to refuse to allow a disinterment or the digging up of an occupied grave (and to refuse to issue a City disinterment permit for the same) if the disinterment or digging up of an occupied grave is not done pursuant to a court order (issued by a court of competent jurisdiction) or does not have a reasonable basis.

#### **Section 10. Winter Burials**

- (a) The City may charge additional fees for winter burials and in which the additional fees will be set by administrative act of the City Treasurer.
- (b) If a winter burial cannot occur due to inclement weather, frozen ground, or similar condition, the deceased person may be kept in winter storage until a spring burial can occur. Written permission by the next of kin or authorized agent must be obtained prior to winter storage. All such winter storage costs shall be paid by the estate of the deceased person or the person's next of kin.
- (c) No winter burials shall occur without the prior consent of the City Sexton.

#### **Section 11. Cremains**

- (a) Cremains may be buried in a cemetery plot
- (b) No cremains shall be scattered or dispersed within a City cemetery.

#### **Section 12. Grounds Maintenance**

- (a) The general care of the Cemetery is assumed by the City of West Branch Public Works Department and include the cutting of grass at reasonable intervals, the raking and cleaning of grounds, and the pruning of shrubs and trees that may be planted by the City of West Branch.
- (b) One shepherd hook with flowers per headstone is allowed from May 1<sup>st</sup> to October 15<sup>th</sup> of each year. All other decorations must be on the headstone or foundation. Anything other than the one Shepherds hook that is on the lawn areas will be removed and disposed of by the City

- maintenance crews. The City assumes no responsibility for damage or theft of hooks or decorations.
- (c) Grave blankets may be placed and maintained at the head stones of graves from October 15<sup>th</sup> to April 15<sup>th</sup>. If not removed by April 15<sup>th</sup>, they will be removed and disposed of by the City maintenance crews.
  - (d) Veteran flags and flag holders shall be governed by the Veteran's Administration rules and guidelines.
  - (e) No grading, leveling, or excavating within a cemetery shall be allowed without the prior permission of the City Sexton.
  - (f) Absent written permission of the City Sexton, no flowers, shrubs, trees, or vegetation of any type shall be planted outside of an urn that is included as part of a monument or marker. Any of the foregoing items planted without City approval will be removed by the City.
  - (g) The City reserves the right to remove or trim any existing trees, plants, or shrubs located within a cemetery in the interest of maintaining proper appearance and use of the cemetery.
  - (h) Mounds, bricks, blocks, and any borders that hinder the free use of a lawn mower or other gardening apparatus are prohibited.
  - (i) The City Sexton, or cemetery maintenance personnel shall have the right and authority to remove and dispose of any and all growth, emblems, displays, containers, and other items that through decay, deterioration, damage, or otherwise become or are unsightly, a source of litter, or a maintenance problem.
  - (j) Surfaces other than earth or sod are prohibited.
  - (k) All refuse of any kind or nature including, but not limited to, dried flowers, wreaths, papers, and plastic flower containers must be removed from the cemetery within two weeks after a burial.
  - (l) No glass containers or items are allowed.
  - (m) Except for markers, memorials, flowers, and urns expressly allowed by this Ordinance, and veteran flags as authorized by law, no other item (including, but not limited to, ornaments, signs, trellises, statues, benches, landscaping, bricks, stones, grave border materials or other structures) shall be installed or maintained within a City cemetery, nor shall any grading, digging, mounding, or similar alteration of the ground or earth occur except as authorized by this Ordinance or by the City.

### **Section 13. Disclaimer of City Liability and Responsibility**

Every person who enters, remains in, and travels within a City cemetery does so at their own risk. The City is not responsible for any injury, accident, or other calamity that might occur to any person present in a City cemetery. Furthermore, the City is not responsible for any damage or vandalism to, theft of, or deterioration of any burial monument, headstone, flower urn, or other item placed at or near a cemetery plot, burial site, or anywhere in a City cemetery. The purchaser or transferee of any cemetery plot or the equivalent (and all subsequent transferees, assigns, heirs, or beneficiaries) hereby releases, waives, indemnifies, and holds harmless the City for, from, and against any injury, damages, causes of action, claims, costs, and expenses associated with, relating to, and/or involving the cemetery plot or similar right, any headstone, monument, or similar items, and any matter related to the cemetery involved. Such waiver, release, and hold harmless provision shall apply not only to the City, but also as to the City Sexton and any City employee, officer, official, or agent.

### **Section 14. Forfeiture of vacant cemetery plots or burial spaces**



Cemetery plots or burial spaces sold and remaining vacant for fifty (50) years or more from the date of their sale shall automatically revert to the City upon the occurrence of the following events:

- (a) Notice shall be sent by the City Clerk by first-class mail to the last known address of the last owner of record informing him/her of the expiration of the 50-year period and that all rights with respect to said plots or spaces will be forfeited if he/she does not affirmatively indicate in writing to the City Clerk within sixty (60) days from the date of mailing of such notice of his/her desire to retain such burial rights; and
- (b) No written response to said notice indicating a desire to retain the cemetery plots or burial spaces in question is received by the City Clerk from the last owner of record of said plots or spaces, or his/her heirs or legal representative, within sixty (60) days from the date of mailing of said notice.

#### **Section 15. Repurchases of Plots or Burial Spaces**

The City may repurchase any cemetery plot from the owner for a price set by administrative action of the City Treasurer, upon the written request of said owner or his or her legal heirs or representatives. The repurchase of cemetery plot must be inspected and authorized by the City Sexton that the plot has value to the City and is able to be offered for sale to the public before the purchase is approved.

#### **Section 16. Records**

The City Clerk shall maintain records concerning all burials, cemetery plots, issuance of burial permits, and any other records of the City related to City cemeteries, and the same shall be open to public inspection during business hours.

#### **Section 17. Vaults**

- (a) All full burials shall be within a standard concrete vault (which meets all applicable laws) installed or constructed in each cemetery plot before interment. Vaults of other suitable materials may be allowed at the discretion of the City.
- (b) Vaults cannot be placed in the ground prior to death.

#### **Section 18. Cemetery Hours**

Unless otherwise specified by the City Council by resolution, all City cemeteries hours of access are limited to daylight hours. When the cemetery is closed, no person shall be present in a City cemetery. Such prohibition on being present in a City cemetery during the time when City cemetery is closed shall not apply to the City Sexton, any City official, a person accompanied by the City Sexton or other City official, or any law enforcement or firefighting official when engaged in the lawful duties of any such office or position.

#### **Section 19. Prohibited Uses and Activities**

The following prohibitions shall apply within any City cemetery:

- (a) No person shall destroy, deface, apply graffiti to, or otherwise damage any monument, sign, tree, or other lawful item located within a City cemetery.
- (b) No person shall disturb the peace or unreasonably annoy, harass, or disturb any other person who is lawfully present on the grounds of any City cemetery.
- (c) There shall be no entry or presence in the cemetery by any person when the cemetery is closed or outside of authorized times.
- (d) There shall be no headstones, ornaments, vases, plastic flowers, fences, benches, trellises, statues, signs, or any other item placed, kept, installed, or maintained in a cemetery except those expressly allowed by this Ordinance.
- (e) There shall be no digging, grading, or mounding unless expressly authorized by this Ordinance.



- (f) There shall be no driving of an automobile, truck, motorcycle, or any vehicle on any portion of a cemetery except the designated roads or drives.
- (g) Vehicles shall be operated at reasonable speeds not to exceed 10 mph. Except when parking or passing, vehicles shall be restricted to the designated lanes.
- (h) There shall be no snowmobiles, four-wheelers, go-carts, or similar vehicles, except those that are required for handicap purposes.
- (i) There shall be no gathering of persons in excess of 75 people without prior City approval (except during or incidental to a funeral occurring concurrent with burial).
- (j) There shall be no disinterment or grave openings unless approved by the City.
- (k) There shall be no music, playing of any radio, or the use of any amplification device or similar item, except pursuant to a funeral or military ceremony.
- (l) There shall be no solicitation or peddling of services or goods or any signs or placards advertising any goods or services.
- (m) There shall be no littering or dumping.
- (n) There shall be no unlawful interference with or disruption of a lawful funeral or funeral procession.
- (o) There shall be no private signs, lighting, moving displays, or changeable copy on a sign.
- (p) There shall be no fires, candles, or open flames.
- (q) No children under twelve (12) years of age shall be allowed in any City cemetery unless accompanied by an adult and are properly supervised by an adult.
- (r) There shall be no domestic animals of any kind or pets allowed within the cemetery grounds. However, this prohibition shall not apply to service dogs.
- (s) No firearms or archery arrows shall be discharged or shot except that a military or other veteran organizations may carry arms for the purpose of firing over the grave at the burial of a member.
- (t) No person shall engage in any fight, quarrel, or disturbance.
- (u) Cremains or ashes of a deceased person shall be only interred by manner approved in this ordinance.
- (v) No person shall possess or consume any alcoholic beverage.
- (w) There shall be no plowing off snow or ice from any area of the cemetery by anyone other than the City Department of Public Works.

#### **Section 20. Authority of the City Sexton**

- (a) The Sexton shall be the Superintendent of Public Works of the City or anyone else appointed by resolution of the West Branch City Council.
- (b) The City Sexton shall assist other City officials with the enforcement and administration of this Ordinance.
- (c) The City Sexton shall have such duties and obligations with regard to City cemeteries as may be specified from time to time by the City Council.

#### **Section 21. Fees**

The City Treasurer shall have the authority to set fees pursuant to this Ordinance from time to time by resolution. Such fees can include, but are not limited to, a fee or fees for a burial permit, disinterment

permit, grave opening, setting of foundations, grave closing, winter or holiday burial, the price for a new cemetery plot, transfer fees for cemetery plots, and other matters.

#### **Section 22. Applicability of this Ordinance**

- (a) This Ordinance shall apply only to cemeteries owned, controlled, or operated by the City.
- (b) The provisions of this Ordinance shall not apply to City officials, or their agents, or designees involved with the upgrading, maintenance, administration, or care of a City cemetery.
- (c) The provisions of this Ordinance shall not apply to police officers or firefighting officials or officers involved in carrying out their official duties.

#### **Section 23. Interpretation/Appeals to the City Council**

- (a) The City Council shall have the authority to render binding interpretations regarding any of the clauses, provisions, or regulations contained in this Ordinance and any rule or regulation adopted pursuant to this Ordinance, as well as their applicability. The City Council (or its designee) is also authorized to waive application of the strict letter of any provision of this Ordinance or any rules or regulations promulgated under this Ordinance where practical difficulties in carrying out the strict letter of this Ordinance or any rules or regulations related thereto would result in hardship to a particular person or persons or the public. Any such waiver, however, must be of such a character as it will not impair the purposes and intent of this Ordinance.
- (b) Any party aggrieved by any interpretation or decision made by the City Sexton or any City official, agent, or contractor pursuant to this Ordinance, as well as any matter relating to a City cemetery, rights to a cemetery plot, or other matter arising pursuant to this Ordinance, shall have the right to appeal that determination/decision or matter to the City Council. Any such appeal shall be in writing and shall be filed with the City within thirty (30) days of the date of the decision, determination, or other matter being appealed from. The City shall give the aggrieved party who filed the written appeal with the City at least ten (10) days' prior written notice of the meeting at which the City Council will address the matter unless an emergency is involved, in which case the City shall utilize reasonable efforts to notify the aggrieved party who filed the appeal of a special or emergency meeting of the City Council at which the matter will be addressed. Pursuant to any such appeal, the decision of the City Council shall be final.
- (c) The City Council may set a fee or fees for any such appeal from time to time by resolution.

#### **Section 24. Authority of the City to Remove Unauthorized or Unlawful Items from a City Cemetery**

Any monument, marker, planting, trellis, personal item, urn, flowers or foliage (whether real or artificial), structure, flag (except for lawful veterans flags), or other item that has been placed, installed, left, or maintained in any City cemetery in violation of this Ordinance, any City rule or regulation regarding City cemeteries, or any county, state, or federal law, statute, or regulation may be removed by the City from the City cemetery at any time and destroyed or disposed of by the City without any prior notice to, permission from, or liability, or obligation to the person or persons who left, installed, maintained, or kept such item in the City cemetery. No such item (including, but not limited to, a monument, marker, planting, trellis, personal item, urn, flowers or foliage, structure, flag, or similar item) can be installed, placed, maintained, or kept in a City cemetery unless expressly authorized by this Ordinance or a written rule or policy of the City. Even if such an item is authorized to be installed, kept, maintained, or left in a City cemetery, the City shall still have the discretion to remove any such item at any time and dispose of the same without prior notice to, consent from or liability to the person or persons who installed, maintained, or left such item in a City cemetery.

#### **Section 25. Penalties**

A violation of this Ordinance (or of any rule or regulation adopted pursuant to this Ordinance) constitutes a municipal civil infraction. Any person who violates, disobeys, omits, neglects, or refuses to comply with

any provision of this Ordinance, or any permit, or approval issued hereunder, or any amendment thereof, or any person who knowingly or intentionally aids or abets another person in violation of this Ordinance, shall be in violation of this Ordinance and shall be responsible for a civil infraction. The civil fine for a violation of a municipal civil infraction for this ordinance shall be not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500) for the first offense and not less than two hundred dollars (\$200) nor more than five hundred (\$500) for subsequent offenses, in the discretion of the City Municipal Infraction Bureau or court, in addition to all other costs, damages, expenses, and remedies provided by law. For purposes of this section, "subsequent offense" means a violation of the provisions of this Ordinance committed by the same person within twelve (12) months of a previous violation of the same provision of this Ordinance or similar provision of this Ordinance for which said person admitted responsibility or was adjudged to be responsible. Each day during which any violation continues shall be deemed a separate offense. A violation of any permit or permit condition issued pursuant to this Ordinance shall also constitute a violation of this Ordinance.

#### **Section 26. City Officials Who Can Enforce this Ordinance**

Unless otherwise specified by the City Council by resolution, any officer of the law shall have the authority to enforce this Ordinance and to issue municipal civil infraction citations/tickets pursuant to this Ordinance:

#### **Section 27. Severability**

The provisions of this Ordinance are hereby declared to be severable and should any provision, section, or part thereof be declared to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall only affect the particular provision, section, or part thereof involved in such decision and shall not affect or invalidate the remainder of this Ordinance, which shall continue in full force and effect.

#### **Section 28. Effective Date; Conflicts**

This Ordinance shall become effective fifteen (15) days after enactment nor before publication thereof. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

The above Ordinance was offered for adoption by City Council Member \_\_\_\_\_ and was seconded by City Council Member \_\_\_\_\_, the vote being as follows:

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT/ABSTAIN: \_\_\_\_\_

#### **CERTIFICATION**

I hereby declare that the above is a true copy of an ordinance adopted by the West Branch City Council at a regular meeting held on \_\_\_\_\_ at the West Branch City Hall, pursuant to the required statutory procedures.

Dated: \_\_\_\_\_, 20\_\_\_\_

Respectfully submitted,

West Branch City Clerk

## **City Manager Notes – Planning Commission Resolution:**

In order to comply with the City's recently updated Planning Commission ordinance, the additional \$25 payment to the Secretary of the Planning Commission for the act of taking minutes is required to be officially approved in the form of a Resolution, which was prepared following the vote at last Council meeting to approve such payment.

**RESOLUTION #18-08**

**WHEREAS, Section 32.017 of the West Branch City Ordinance addresses the membership, appointments, and compensation of Planning Commission members, and**

**WHEREAS, subsection C of section 32.017 allows the appointed members of the Planning Commission to be compensated at a rate to be determined by the City Council, and**

**WHEREAS, the Planning Commission requested that the acting secretary of the board be paid an additional \$25 per meeting due to the amount of extra work required, and**

**NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby approves the secretary of the Planning Commission to be paid an additional \$25 per meeting more than the approved rate paid to Planning Commission members**

**New Business**

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

BILLS	\$33,976.52
MAJOR/LOCAL STREET	\$3,771.77
<i>BILLS AS OF 3/16/18</i>	<i>\$37,748.29</i>
<i>Additions to Bills as of</i>	<i>\$0</i>
<i>Paid but not approved</i>	<i>\$30.00</i>
<b>TOTAL BILLS</b>	<b>\$37,778.29</b>

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

Vendor Name	Amount	Description
ACE SAGINAW PAVING COMPANY	602.00	COLD PATCH
ADVANCED CHEMICAL & SUPPLY INC	60.90	WWTP SUPPLIES
AUSABLE VALLEY CMH	563.39	CITY HALL & POLICE CLEANING, RECYCLING
AUTOZONE, INC	36.27	WWTP SUPPLIES
BRUCE EDMUNDS C/O	59.95	VACUUM CLEANING
C2AE	2,714.19	FAIRVIEW/VALLEY DESIGN WORK
CHARTER COMMUNICATIONS	199.95	POLICE PHONE & INTERNET
CONSUMERS ENERGY	12,051.35	ELECTRIC BILLS
CYNERGYCOMM NET INC	85.22	WWTP PHONE
DLL FINANCIAL SERVICES INC	70.08	POLICE COPIER
ELECTION SOURCE	28.77	ELECTION SUPPLIES
ELHORN ENGINEERING COMPANY	796.00	WATER SUPPLIES
HACH COMPANY	478.58	WWTP LAB SUPPLIES
HAMILTON ELECTRIC CO	525.00	WWTP REPAIRS/INSPECTION
HOME DEPOT	611.38	VARIOUS SUPPLIES
LAPHAM ASSOCIATES INC	45.00	COPIES
M SUPPLY CO	85.00	WWTP CHARGES
OGEMAW COUNTY HERALD ADLINER	209.44	ADS
OGEMAW COUNTY REG OF DEEDS	72.00	RECORD DISCHARGES CROTEAU REHAB
SAVE A LOT	31.26	VARIOUS SUPPLIES
SBAM PLAN	13,532.61	BCN APRIL
SBAM PLAN	410.58	BCN APRIL
SELLEY'S CLEANERS	17.75	POLICE CLEANING
SPARTAN STORES LLC	42.75	WWTP LAB SUPPLIES
STATE OF MICHIGAN	70.00	WIRTH CLASS D TEST
STATE OF MICHIGAN	70.00	KIRBY CLASS C TEST
STEPHENSON & COMPANY PC	1,015.00	CLERK SERVICES
UNIFIRST CORPORATION	582.25	UNIFORMS
UNUM LIFE INSURANCE CO OF AMERICA	841.34	LT ST DISABILITY & LIFE APRIL
USA BLUE BOOK	344.74	WATER SUPPLIES
VILLAGE QUIK LUBE	990.11	POLICE REPAIRS/MAINTENANCE
WASTE MANAGEMENT INC	190.43	WWTP DUMPSTER
WISE HEATING AND COOLING INC	315.00	WWTP REPAIRS
Total	37,748.29	



## **City Manager Notes – Planning Commission Bylaws:**

The following updated Bylaws were recently approved by the City's Planning Commission during their Tuesday, March 13<sup>th</sup> meeting. As such, they would just need to be accepted and approved by City Council to come into effect.

## **BYLAWS OF PLANNING COMMISSION**

### **Article I: Authority**

- 1.1 Adoption. These Bylaws are adopted by the City of West Branch and the West Branch Planning Commission (the Commission) pursuant to Public Act 33 of 2008 and the Open Meetings Act.

### **Article II: Purpose**

- 2.1 Purpose. These Bylaws are adopted by the Commission to facilitate the performance of its duties as outlined in P.A. 33 of 2008, as amended, being the Michigan Planning Enabling Act, (M.C.L. 125.3801 *et seq*).

### **Article III: Members**

- 3.1 Appointment. Members of the Commission are appointed by the Mayor and subject to approval by a majority vote of the members of the City Council, and hold office for a three year term, pursuant to the Planning Commission Ordinance 17-04, as amended.
- 3.1.1.1 First priority, each member shall represent and advocate what is best for the City of West Branch as a whole, putting aside personal or special interests.
  - 3.1.1.2 Second Priority, each member shall represent a separate important segment of the community, as appointed by the City Council:
  - 3.1.1.3 One member representing Recreation interests: attend and/or be familiar with the desires and needs of the recreation associations, civil and social organizations, the arts, snowmobile and other recreation clubs, Michigan Department of Natural Resources Parks Division, Recreations Division and Waterways Division.
  - 3.1.1.4 One member representing Education interests: attend and/or be familiar with the desires and needs of the local school districts, intermediate school district, College, University and other educations institutions.
  - 3.1.1.5 One member representing Public Health interests: attend and/or be familiar with the desires and needs of public utility providers, water/sewer providers, County Health Department, councils on aging, and human services collaborative bodies.
  - 3.1.1.6 Two members representing Government interests: attend and/or be familiar with the desires and needs of the county chapter of the Michigan Townships Associations, cities and villages, and county government.
  - 3.1.1.7 One member representing Transportation interests: attend and/or be familiar with the desires and needs of the County Road Commission, and village and city road agencies.

- 3.1.1.8 One member representing Industry interests: attend and/or be familiar with the desires and needs of the industrial associations.
- 3.1.1.9 One member representing Commerce interests: attend and/or be familiar with the desires and needs of the tourist division of the Chamber of Commerce, visitor/convention bureau, hotel/motel tourist business owners, economic development corporations, and labor and trade associations.
- 3.1.1.10 One member representing Residential interests: attend and/or be familiar with the desires and needs of the residential associations, interest groups or bodies.

3.2 Liaisons. The purpose of liaisons is to provide certain West Branch officials and quasi-officials the ability to participate in discussions with the Commission, in addition to speaking in public participation, and nothing else. Liaisons cannot vote, introduce motions, initiate any other parliamentary actions, be counted for a quorum or be expected to comply with attendance requirements pursuant to these Bylaws.

3.2.1 At a minimum, the Liaisons shall include:

- 3.2.1.1 City of West Branch staff involved in the planning and zoning process, including the City Zoning Administrator, as well as all Deputy Zoning Administrators.
- 3.2.1.2 The City Manager.
- 3.2.1.3 The City Attorney

3.2.2 Liaisons may also include:

- 3.2.2.1 A representative from the City of West Branch Downtown Development Authority
- 3.2.2.2 A representative from the City of West Branch Zoning Board of Appeals.

3.3 Attendance. In order to be excused from a meeting, members of the commission must have an adequate reason. More than three (3) consecutive, unexcused absences, or absences at twenty-five (25%) percent of all meetings in any one (1) fiscal year shall be considered nonperformance of duty and cause for removal.

3.4 Adequate Reason for Excused Absence. Adequate Reason for Excused Absence. The term Adequate Reason for an Excused Absence here defined as one of the following reasons:

- 3.4.1.1 Illness (whether or not a doctor's note is required shall be within the discretion of the Board Chair)

- 3.4.1.2 Jury Duty, and Board Member shall present a copy of the jury duty letter
  - 3.4.1.3 Military Service (deployment and/or active duty)
  - 3.4.1.4 Maternity/Paternity Leave for the birth or adoption of a child
  - 3.4.1.5 Injury, or recovery from injury
  - 3.4.1.6 Surgery, or recovery from surgery
  - 3.4.1.7 Bereavement (death of a family member or attendance at a funeral)
- 3.5 The following reasons for missing a meeting do not constitute an Adequate Reason for an Excused Absence:
- 3.5.1.1 Vacation
  - 3.5.1.2 Work/Employment
- 3.6 Board Members who are unwilling or unable to schedule work and/or vacations in such a manner as to comply with the attendance requirements should resign from the Planning Commission in order to make room for Board Members who have a more flexible schedule, as the regular attendance of Planning Commission Members is vital to the success of the Planning Commission. (Keeping in mind that Planning Commission Members are still entitled to miss up to 25% of the regularly scheduled meetings each year without an excuse, so several meetings a year may still be missed due to vacation or work, just so long as it is not more than three meetings in a row or more than 25% of the total meetings for the year).
- 3.7 Removal. Members of the Commission may be removed by City Council for misfeasance, malfeasance, or nonfeasance of duty. Nonperformance of duty, misconduct in office, and failure to declare a conflict of interest constitutes malfeasance.
- 3.8 Resignation. A member may resign from the Commission by sending a letter of resignation to the City Council or Commission Chairperson.
- 3.9 Training. Each member shall have attended at least four hours per year of training in planning and zoning during the member's current term of office, so long as the adopted City of West Branch budget for that fiscal year includes funds to pay for tuition, registration and travel expenses for the training. Training programs that qualify to meet this requirement shall include any training program that relates to planning or zoning, or related topics, which is approved in advance by either the City Manager, the Planning Director, or a majority vote of the West Branch City Council.
- 3.10 Incompatibility of Office. Each member of the Commission shall avoid conflicts of interest and/or incompatibility of office.

## **Article IV: Officers**

- 4.1 Officers. Officers of the Commission are appointed members of the commission and shall consist of a Chairperson and Secretary. The Commission may appoint other officers if deemed appropriate.
- 4.2 Chairperson Duties. The Chairperson shall preside at all meetings, appoint committees, and perform such duties as may be delegated by the Commission or Council. No Ex Officio Member may serve as Chairperson.
- 4.3 Secretary Duties. The Secretary shall serve as the liaison between the Commission and the designated City Staff who are responsible for the execution of documents in the name of the Commission, and performing the duties listed below, and such other duties as the Commission may determine:
- 4.3.1 Minutes: maintaining permanent records of the minutes of each meeting and ensure they are recorded in suitable permanent record. Also ensuring that said minutes are provided to the City Clerk in a timely manner compliant with the Michigan Open Meetings Act, as amended. Secretary is also charged with working with the City Clerk to ensure that the Commission is compliant with Michigan's Freedom of Information Act, as amended.
  - 4.3.2 Correspondence: issuing formal written correspondence with other groups or persons, as directed by the Commission. All communications, petitions, reports, or other written materials received by the designated City Staff shall be brought to the attention of the Commission.
  - 4.3.3 Attendance: maintaining an attendance record for each Commission member and report those records annually to the Commission and to the City Clerk, no later than July 31<sup>st</sup> each year, for inclusion in the Annual Report to Council. Also reporting within 30 days to both the Commission and to the City Clerk anytime any Commission member's unexcused absences exceed the requirements included in Section 5.3 of the City Charter (missing three or more meetings in a row, or missing 25% or more of the total meetings held within any given fiscal year, unless such absences are properly excused pursuant to adopted rules of procedure).
  - 4.3.4 Notices/Agendas: Issuing Notices and preparing Agendas for all meetings, as may be required by the Commission.
  - 4.3.5 Mayor/City Council Representative. The Mayor/City Council Representative to the Commission shall report the actions of the City Council to the Commission and update the Commission on actions by the City Council that relate to the functions and duties of the Commission.

- 4.3.6 ZBA Liaison. The Zoning Board of Appeals Liaison, if applicable, shall report the actions of the ZBA to the commission, and update the commission on actions by the ZBA that relate to the functions and duties of the commission.
- 4.3.7 Election. The Commission shall, at the first practical meeting, select from its membership a Chairperson and Secretary, to serve for a twelve (12) month period, and who shall be eligible for re-election. Newly elected officers shall assume their office immediately after the election. Vacancies in office shall be filled immediately by regular election procedure.
- 4.3.8 Additional Pay for Officers: Pursuant to West Branch City Ordinance § 32.045(E), "Neither the Chairperson nor the Secretary of the Commission shall be entitled to additional pay, other than the standard twenty-five dollar per meeting payment, absent a resolution of City Council authorizing such additionally payment and establishing the amount of any such additional payment."

## **Article V. Duties**

5.1 General Duties. The Commission shall perform the following duties:

- 5.1.1 Hold regular meetings monthly, at a date and time properly noticed in accordance with the City Charter, and hold special meetings as necessary.
- 5.1.2 Adopt a Master Plan, review the Plan regularly, and make necessary updates as required.
- 5.1.3 Prepare an Annual Report to the City Council.
- 5.1.4 Review and take action or recommend appropriate action on site plan, special land use, and planned unit development requests.
- 5.1.5 Review Subdivision Proposals and recommend appropriate actions to the City Council.
- 5.1.6 Prepare special studies and plans, as deemed necessary by the Commission or Council, and for which appropriations of funds have been approved by the Council, as needed.
- 5.1.7 Attend training sessions, conferences, or meetings as needed to properly fulfill the duties of commissioner.
- 5.1.8 Perform other duties and responsibilities as may be requested by Council.
- 5.1.9 Members of the Commission may conduct site visits as deemed necessary to evaluate the application and supporting material. Site visits shall be conducted

individually unless otherwise scheduled by the commission, obeying all requirements of the Open Meetings Act.

## **Article VI: Meetings**

- 6.1 Meetings Generally. Regular meetings of the commission shall be held monthly on a date established by the Commission, and properly noticed in accordance with the City Charter, and the Open Meetings Act.
- 6.2 Special Meetings may be called by two members of the Commission by written request to the Secretary, or by the Chairperson. Notice requirement shall also apply to special meetings.
- 6.3 Open to Public. All meetings of the Commission shall be opened to the public and held in a place available to the general public. All deliberations and decisions of the commission shall be made at a meeting open to the public. All meetings, minutes, records, documents, correspondence, and other materials of the Commission shall be open to public inspection in accordance with the Freedom of Information Act, except as may otherwise be provided by law.
- 6.4 Quorum Required. In order for the Commission to conduct business or take any official action, a quorum as outlined in the Planning Commission Ordinance, shall be present.
- 6.5 Voting. An affirmative vote of the majority of the Commission, shall be required for the approval of any requested action or motion placed before the commission. Voting shall ordinarily be voice vote; provided however that a roll call vote shall be required if requested by any Commission member or directed by the Chairperson. All Commission Members shall vote on every motion placed on the floor unless there is a Conflict of Interest. Any member abstaining from a vote shall not participate in the discussion of that item.
- 6.6 Procedure. All meetings of the Commission shall be conducted in accordance with the generally accepted parliamentary procedure, as governed by "Robert's Rules of Order".
- 6.7 Written Decisions. A written notice containing the decision of the Commission will be sent to Petitioners and Originators of a request.
- 6.8 Minutes and Record. The Commission shall keep, or cause to be kept, a record of
- 6.8.1 Commission meetings, which shall at a minimum:
- 6.8.1.1 Include indication of a copy of the meeting posting pursuant to the Michigan Open Meetings Act.



- 6.8.1.2 Include indication of a copy of the minutes, and all its attachment which shall include a summary of the meeting, in chronological sequence of occurrence.
- 6.8.2 Retention. Commission records shall be preserve and kept on file according to the following schedule:
  - 6.8.2.1 Minutes, bonds, oaths of officials, zoning ordinances, master or comprehensive plans, other records of decisions, commissions or department publications: permanent (keep indefinitely, do not ever destroy)
  - 6.8.2.2 General ledger: 20 years
  - 6.8.2.3 Account journals: 10 years
  - 6.8.2.4 Bills and/or invoices, receipts, purchase orders, vouchers: 7 years.
  - 6.8.2.5 Correspondence: permanent.

#### **Article VII: Conflict of Interest**

- 7.1 Conflict Defined. Commission Members shall declare a Conflict of Interest where any one or more of the following occur:
  - 7.1.1 Issuing, deliberating on, voting on, or reviewing a case concerning him or her.
  - 7.1.2 Issuing, deliberating on, voting on, or reviewing a case concerning work on land owned by him or her which is adjacent to land owned by him or her.
  - 7.1.3 Issuing, deliberating on, voting on, or reviewing a case involving a corporation, company, partnership, or any other entity in which he or she is a part owner, or any other relationship where he or she may stand to have financial gain or loss.
  - 7.1.4 Issuing, deliberating on, voting on, or reviewing a case which is an action which results in a pecuniary benefit to him or her.
  - 7.1.5 Issuing, deliberating on, voting on, or reviewing a case concerning his or her spouse, children, step-children, grandchildren, parents, siblings, grandparents, parents in-law, grandparents in-law, or member of his or her household.
  - 7.1.6 Issuing, deliberating on, voting on, or reviewing a case concerning his or her employer or employee, or in which his or her employer or employee has a direct interest in the outcome.
  - 7.1.7 Where there is a reasonable appearance of a Conflict of Interest, as determined by the Commission Member declaring the Conflict.



7.1.8 Declaration. When declaring a conflict, the Commission Member shall announce the general nature of the conflict of interest, abstain from any discussion or votes relative to the matter, and absent him or herself from the room in which the discussion takes place.

### **Article VIII: Amendment**

8.1 Notice before Amendment. These rules may be amended by the Commission by a concurring vote during any regular meeting, provided that all members have received an advanced copy of the proposed amendment at least three (3) days prior to the meeting at which such amendments are to be considered.

Approved by:

BOARD OF DIRECTORS OF THE  
PLANNING COMMISSION  
OF THE CITY OF WEST BRANCH

Date: \_\_\_\_\_, 2018

By \_\_\_\_\_

Its: Chairperson Robert David

CITY COUNCIL OF THE  
CITY OF WEST BRANCH

Date: \_\_\_\_\_, 2018

By \_\_\_\_\_

Its: Mayor Denise Lawrence

# Closed Session

## Proposed Motion to go into Closed Session for City Manager Review:

“Following a written request from City Manager Grace to have her periodic personnel evaluation held in Closed Session, I hereby move to go into Closed Session pursuant to Section 8(a) of the Open Meetings Act.”

*Here is the applicable law allowing the Closed Session:*

### MCL 15.268

Sec. 8. A public body may meet in a closed session only for the following purposes: (a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered after the rescission only in open sessions.

*Also applicable:*

### MCL 15.267

Sec. 7. (1) A 2/3 roll call vote of members elected or appointed and serving is required to call a closed session, except for the closed sessions permitted under section 8(a), (b), (c), (g), (i), and (j). The roll call vote and the purpose or purposes for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken. (2) A separate set of minutes shall be taken by the clerk or the designated secretary of the public body at the closed session. These minutes shall be retained by the clerk of the public body, are not available to the public, and shall only be disclosed if required by a civil action filed under section 10, 11, or 13. These minutes may be destroyed 1 year and 1 day after approval of the minutes of the regular meeting at which the closed session was approved.

## **SUMMARY OF PROPOSED CONTRACT OPTIONS**

Monday's Council meeting will have on the agenda a Closed Session during which my annual review as City Manager will be discussed, followed by an opportunity for Council to vote on the option they would prefer to present to me regarding my contract for the coming year.

Copies of the proposed contract options follow this document. However, for simplicity sake, I have also prepared a brief summary of the main differences between the options proposed:

### **(1) Option A**

Would be the same as my current contract, with the following changes:

- (i) *A 2.5% increase in my annual salary*  
[due to the fact that I will be recommending that Council provide all City employees with a 2.5% pay increase during the 2018/2019 fiscal year as part of my soon-to-come budget 2018/2019 proposal, in an effort to compensate for inflation/increases in cost of living]. Such a change would impact the City budget by increasing my yearly pay from \$72,719.00 to \$74,537.00—a difference of \$1,818.00; and
- (ii) *The additional benefit of paid maternity leave for 6 weeks following a natural birth or 8 weeks following a caesarean delivery*  
[based on the parental leave benefits that are currently offered to all State of Michigan employees, and also because it represents a rough middle-point between what various other municipalities offer in terms of parental leave benefits, which range from no benefits offered, up to 12 weeks of paid maternity leave]  
Such a change would have no monetary impact on the City budget.

### **(2) Option B**

Would be the same as my current contract, with the following changes:

- (i) *The additional benefit of paid maternity leave for 6 weeks following a natural birth or 8 weeks following a caesarean delivery.*  
Such a change would have no monetary impact on the City budget; and
- (i) *A 1% increase in my annual salary*  
Such a change would impact the City budget by increasing my yearly pay from \$72,719.00 to \$73,446.00—a difference of \$727.00.

(3) **Option C**

Would be the same as my current contract, with the following changes:

- (i) *The additional benefit of paid maternity leave for 6 weeks following a natural birth or 8 weeks following a caesarean delivery*  
Such a change would have no impact on the City budget; and
- (ii) *No increase in my annual salary*  
Such a change would have no impact on the City budget.

(4) **Option D**

Would be the same as my current contract, with the following changes:

- (i) *A 2.5% increase in my annual salary*  
Such a change would impact the City budget by increasing my yearly pay from \$72,719.00 to \$74,537.00—a difference of \$1,818.00; and
- (ii) *No additional maternity leave benefits offered.*  
No impact on the City budget.

(5) **Option E**

A contract with options that are developed and customized by City Council, as Council so desires, to be drafted by the City Attorney and presented to the City Manager.

- (i) *Could include any terms Council so desires, including the option of no changes.*  
Impact on City budget would vary, depending upon the exact terms offered, and whether the City Manager would accept the terms presented.

--Please feel free to call me at 989-701-5000 or City Attorney Gabby Dantzer 989-281-2366 if you have any questions regarding either my review or the proposed contract options.

Thanks!

-----Heather ☺

EMPLOYMENT AGREEMENT

This agreement shall commence effective April 18, 2018 between:

The City of West Branch, a Michigan Municipal Corporation, hereinafter referred to as "Employer" or "City" and;

Heather Grace, hereinafter referred to as "Employee." Collectively, Employer and/or City and Employee are referred to as "Parties."

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

- 1) **EMPLOYMENT.** The Employer desires to employ Employee as City Manager as provided by the City of West Branch Charter ("City Charter") and Michigan Public Act No. 207 of 1993 (MCL 117.3).
- 2) **TERM.** The term for this Employment Agreement shall be one year.
- 3) **DUTIES.** Employee shall perform those duties set forth in Section 4.11 of the City Charter and according to the job description as developed by the MML.
- 4) **FULL TIME STATUS.** Employee shall work all hours necessary to effectively perform her duties as City Manager. Additional hours outside of regular office hours may be required to complete the duties of the City Manager position as defined by the City Charter, by direction of the City Council, or by choice of the Employee.
- 5) **COMPENSATION.** For services rendered hereunder, the Employee shall receive an annual salary of seventy-four thousand five hundred thirty-seven dollars and no cents (\$74,537.00). Said salary to be re-negotiated annually, depending upon the outcome of annual performance reviews conducted in March.
- 6) **BENEFITS.**
  - A) **Insurance.** Employee shall be granted at minimum the insurance benefits enjoyed by all City non-union employees including health coverage, life insurance, worker's compensation, disability insurance and other insurances that may be instituted from time to time. Health coverage shall continue, as was effectuated during Employee's initial contract. The City shall also pay up to \$405.00

Option A



annually towards the cost of legal malpractice insurance for employee in relation to her performance of legal tasks for the City, for a policy with a \$100,000 maximum coverage per occurrence and \$300,000 aggregate maximum.

- B) **Vacation, Sick, and Personal Time.** Employee shall be granted vacation, sick, and personal days in accordance with the figures listed in the City Personnel Policy Manual, with the stipulation that the City Manager receive at least as many vacation, sick, and personal days as any employee under her supervision (which would translate to the following, under the most current version of the City Personnel Policy Manual: 20 vacation days, 4 personal days, and 12 sick days).
  - C) **MERS.** Employee shall receive a MERS retirement benefit which is the benefit plan currently offered through the City with the designation "City Manager, Division 10," which consists of the following: 2.5% multiplier defined benefit with 4.7% employee contribution.
  - D) **Maternity Leave.** Employee shall be entitled to up to 6 weeks of paid maternity leave following the natural birth of a child, and up to 8 weeks of paid maternity leave following a caesarean delivery of a child.
- 7) **EXPENSES.** Employer will pay directly or reimburse Employee for certain expenses reasonably related to the performance of her duties for Employer as specified and approved by City Council.

Employer shall also pay for Employee's professional memberships and expenses related thereto in the MME, ICMA, SBM, and MML and any other organization the City Council deems appropriate or may designate. Annual conference attendance of Employee will be determined during development of the annual City budget, to cover such attendance as is reasonably necessary for the professional advancement of the Employee and as necessary for the conduct of the City's business.

8) **REVIEW AND EVALUATION**

- A) **Compensation and Benefits.** Employee's compensation and benefits shall be reviewed annually during or around the month of March, with any adjustments being made in conjunction with said review.

Option A

- B) **Performance.** Employee's performance will be reviewed annually in March, or as soon thereafter is practical. Performance reviews are conducted to assist both the employer and the employee in determining strengths and weaknesses arising from the employee's work accomplishments. Performance reviews do not affect the employee's status as an "at will" employee (as more fully set forth in paragraph 9 below).

9) **TERMINATION**

- A) **Termination by Employer.** Employee's employment is terminable at will, with or without cause, at any time by employer, upon 30 days advance written notice. Further, all unused vacation, personal and sick leave shall be paid upon termination notice based on the current practice. If employee is terminated without cause, employee shall be eligible to receive up to twelve weeks of severance pay, or until employee secures other full-time employment, whichever is less.
- B) **Termination by Employee.** Employee may voluntarily terminate his employment under this Agreement at any time upon giving 30 days advance notice to Employer. Such voluntary termination shall take effect on the last day of such 30 day period, or sooner at Employer's discretion, in which case Employee will be paid for the balance of the notice period. If Employee fails to give the required advance notice, Employee shall be deemed to have waived all accrued but unused paid vacation, personal, and sick benefits.

- 10) **ENTIRE AGREEMENT.** This Agreement is intended to be the entire agreement between the Parties, and there is no collateral written oral agreement or representation relied upon by either Party. Employee shall work under the City of West Branch Personnel Policy Manual unless stated otherwise in this employment agreement.
- 11) **AMENDMENTS.** The Agreement may not be modified, altered or changed in any respect except upon the express prior written consent by both Parties.

Option A

EMPLOYMENT AGREEMENT

PAGE 4

In Witness Whereof, the parties hereto have executed this Agreement the date and year set forth below.

DATE: \_\_\_\_\_

CITY OF WEST BRANCH

By: \_\_\_\_\_  
Denise Lawrence  
Mayor

DATE: \_\_\_\_\_

EMPLOYEE

By: \_\_\_\_\_  
Heather Grace  
City Manager

Option A



EMPLOYMENT AGREEMENT

This agreement shall commence effective April 18, 2018 between:

The City of West Branch, a Michigan Municipal Corporation, hereinafter referred to as "Employer" or "City" and;

Heather Grace, hereinafter referred to as "Employee." Collectively, Employer and/or City and Employee are referred to as "Parties."

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

- 1) **EMPLOYMENT.** The Employer desires to employ Employee as City Manager as provided by the City of West Branch Charter ("City Charter") and Michigan Public Act No. 207 of 1993 (MCL 117.3).
- 2) **TERM.** The term for this Employment Agreement shall be one year.
- 3) **DUTIES.** Employee shall perform those duties set forth in Section 4.11 of the City Charter and according to the job description as developed by the MML.
- 4) **FULL TIME STATUS.** Employee shall work all hours necessary to effectively perform her duties as City Manager. Additional hours outside of regular office hours may be required to complete the duties of the City Manager position as defined by the City Charter, by direction of the City Council, or by choice of the Employee.
- 5) **COMPENSATION.** For services rendered hereunder, the Employee shall receive an annual salary of seventy-three thousand four hundred forty-six dollars and no cents (\$73,446.00). Said salary to be re-negotiated annually, depending upon the outcome of annual performance reviews conducted in March.
- 6) **BENEFITS.**
  - A) **Insurance.** Employee shall be granted at minimum the insurance benefits enjoyed by all City non-union employees including health coverage, life insurance, worker's compensation, disability insurance and other insurances that may be instituted from time to time. Health coverage shall continue, as was effectuated during Employee's initial contract. The City shall also pay up to \$405.00

Option B

annually towards the cost of legal malpractice insurance for employee in relation to her performance of legal tasks for the City, for a policy with a \$100,000 maximum coverage per occurrence and \$300,000 aggregate maximum.

- B) **Vacation, Sick, and Personal Time.** Employee shall be granted vacation, sick, and personal days in accordance with the figures listed in the City Personnel Policy Manual, with the stipulation that the City Manager receive at least as many vacation, sick, and personal days as any employee under her supervision (which would translate to the following, under the most current version of the City Personnel Policy Manual: 20 vacation days, 4 personal days, and 12 sick days).
  - C) **MERS.** Employee shall receive a MERS retirement benefit which is the benefit plan currently offered through the City with the designation "City Manager, Division 10," which consists of the following: 2.5% multiplier defined benefit with 4.7% employee contribution.
  - D) **Maternity Leave.** Employee shall be entitled to up to 6 weeks of paid maternity leave following the natural birth of a child, and up to 8 weeks of paid maternity leave following a caesarean delivery of a child.
- 7) **EXPENSES.** Employer will pay directly or reimburse Employee for certain expenses reasonably related to the performance of her duties for Employer as specified and approved by City Council.

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Option B



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- A) **Termination by Employer.** Employee's employment is terminable at will, with or without cause, at any time by employer, upon 30 days advance written notice. Further, all unused vacation, personal and sick leave shall be paid upon termination notice based on the current practice. If employee is terminated without cause, employee shall be eligible to receive up to twelve weeks of severance pay, or until employee secures other full-time employment, whichever is less.
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Option B

In Witness Whereof, the parties hereto have executed this Agreement the date and year set forth below.

CITY OF WEST BRANCH

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Denise Lawrence  
Mayor

EMPLOYEE

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Heather Grace  
City Manager

Option B

EMPLOYMENT AGREEMENT

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- 5) **COMPENSATION.** For services rendered hereunder, the Employee shall receive an annual salary of seventy-two thousand seven hundred nineteen dollars and no cents (\$72,719.00). Said salary to be re-negotiated annually, depending upon the outcome of annual performance reviews conducted in March.
- 6) **BENEFITS.**
  - A) **Insurance.** Employee shall be granted at minimum the insurance benefits enjoyed by all City non-union employees including health coverage, life insurance, worker's compensation, disability insurance and other insurances that may be instituted from time to time. Health coverage shall continue, as was effectuated during Employee's initial contract. The City shall also pay up to \$405.00

Option C



annually towards the cost of legal malpractice insurance for employee in relation to her performance of legal tasks for the City, for a policy with a \$100,000 maximum coverage per occurrence and \$300,000 aggregate maximum.

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Option C

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Option C

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DATE: \_\_\_\_\_

By: \_\_\_\_\_

Denise Lawrence  
Mayor

EMPLOYEE

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Heather Grace  
City Manager

Option C



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Option D

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Option D



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Option D

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CITY OF WEST BRANCH

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Denise Lawrence  
Mayor

EMPLOYEE

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Heather Grace  
City Manager

Option D

West Branch Community Airport

P.O. Box 183

West Branch MI, 48661

(989)345-1453

April 1, 2018

City of West Branch

Ref: 2017-2018 Airport Budget

The West Branch Community Airport Board would like to request payment of the second half of the 2017-2018 airport budget appropriation in the amount of \$23,349.50

Thank you, if you have any questions please contact me at 345-1453

Thanks again,

Ben Evergreen

Airport Manager

# **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, MONDAY, MARCH 5, 2018.

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

Present: Mayor Denise Lawrence and Council Members Joanne Bennett, Michael Jackson, Tim Schaiberger, Rusty Showalter, Aaron Tuttle, and Dan Weiler.

Absent: None

Other officers present: City Manager Heather Grace (arrived at 6:12 pm), Treasurer/Clerk John Dantzer, DDA Chairman Jason Stroebel, and Police Chief Ken Walters.

All stood for the Pledge of Allegiance.

\* \* \* \* \*

DDA Chairman Jason Stroebel updated the Council on recent DDA meeting and noted that they are working on window front signage, ideas to improve the alley way between Sun Spa and Ink and Thread, updating their bylaws, and that they are waiting for bids for the replacement of some steps in the parking lots downtown.

\* \* \* \* \*

Bids were submitted for the specialized accounting and municipal financial services RFP.

**MOTION BY SHOWALTER, SECOND BY SCHAIBERGER, TO AWARD THE SPECIALIZED ACCOUNTING AND MUNICIPAL FINANCIAL SERVICES BID TO STEPHENSON AND COMPANY AS SUBMITTED AS THE PRIMARY SERVICE PROVIDER AND ALLOW MANAGER GRACE TO USE PLANTE MORAN AT THE RATES SUBMITTED ON ANY ISSUES THAT STEPHENSON AND COMPANY ARE UNABLE TO ASSIST WITH.**

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

**No – None**

**Absent –None**

**Motion carried**

\* \* \* \* \*

Bids were submitted for the City wide energy efficient lighting project RFP. It was the recommendation of City staff to postpone the awarding of the bid in order to have more time to go through the bids.

**MOTION BY SCHAIBERGER, SECOND BY BENNETT TO POSTPONE THE DECISION ON THE ENERGY EFFICIENT LIGHTING PROJECT RFP TO GATHER MORE INFORMATION.**

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

**No – None**

**Absent –None**

**Motion carried**

\* \* \* \* \*

**MOTION BY SHOWALTER, SECOND BY SCHAIBERGER, TO APPROVE BILLS IN THE AMOUNT OF \$27,432.48.**

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

**No – None**

**Absent –None**

**Motion carried**

\* \* \* \* \*

**MOTION BY SCHAIBERGER, SECOND BY WEILER TO APPROVE RESOLUTION 18-04.**

**RESOLUTION #18-04**

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

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

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

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

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

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

**No – None**

**Absent –None**

**Motion carried**

\* \* \* \* \*

**MOTION BY SCHAIBERGER, SECOND BY JACKSON TO APPROVE RESOLUTION 18-05.**

**RESOLUTION #18-05**

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

**WHEREAS,** the expenditures were due to the payment of committed OPEB funds to an approved MERS employee benefit account, and



WHEREAS, the expenditures will allow the City to show a percentage of funded post employee benefits as required by the State, and

WHEREAS, the expenditures will be funded from the Committed OPEB funds balance

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby amends the budget in Fund 101 General Fund as follows:

	Budget	Amended
TOTAL REVENUES	1,708,621	1,708,621
EXPENDITURES		
900.000 Bad Debt		
999.701 OPEB Catch up	2,500	202,500
TOTAL EXPENDITURES	1,703,163	1,903,163
Excess Receipts (Expenditures)	0	0
Committed OPEB Funds	210,672	10,672

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

No – None

Absent –None

Motion carried

\* \* \* \* \*

Clerk/treasurer Dantzer submitted an ordinance that deals with the City cemetery. He noted that the City currently only has a City policy in place and that by not having an ordinance, made it extremely difficult to enforce any of the rules.

**City of West Branch Cemetery Ordinance**  
**Ogemaw County, Michigan**  
**(Ordinance No. 18-01)**

An ordinance to protect the public health, safety and general welfare by establishing regulations relating to the operation, control, maintenance, and management of cemeteries owned, controlled, or operated by the city of West Branch, in Ogemaw County, Michigan; to provide penalties for the violation of said ordinance, and to repeal all ordinances or parts of ordinances in conflict therewith.

The City of West Branch ordains:

## **Section 1. Title**

This Ordinance shall be known and cited as the "City of West Branch Cemetery Ordinance."

## **Section 2. Purpose and Intent**

The City of West Branch recognizes and concludes that the proper and reasonable maintenance, appearance, and use of the cemetery or cemeteries owned or controlled by the City is an important function of the government of the City. It is also important that burials, disinterments, and other matters associated with a municipal cemetery are handled in a respectful and proper way in order to promote the safety, public health, and general welfare of the community. The City finds that the adoption and enforcement of this Ordinance is in the best interests of the property owners and residents of the City.

## **Section 3. Definitions**

- (a) A "cemetery plot" shall consist of an area in a City cemetery sufficient to accommodate burial space for one deceased person. It shall consist of a land area at least forty-five (45) inches wide and one hundred and twenty (120) inches in length. The sale of a cemetery plot grants right of burial only and does not convey ownership of the land or grant any additional property rights.
- (b) "City" means City of West Branch, MI.
- (c) "City cemetery" or "cemetery" means any cemetery owned, operated, and/or controlled by the City.
- (d) "Sexton" means the Department of Public Works Superintendent or others named by resolution of City Council.
- (e) A "marker" shall be considered a structure built in remembrance of a person or persons and marking the location of a person or person who is/are deceased.
- (f) A "monument" shall be considered a structure built for commemoration only and has no connection to the location of a person or persons who is/are deceased.
- (g) A "memorial" shall be considered a structure built to honor a person.

## **Section 4. Sale of Cemetery Plots; Nontransferable**

- (a) After the effective date of this Ordinance, cemetery plots shall be sold by the City for the purpose of burial for the purchaser of a cemetery plot or his or her immediate family. No sale shall be made to funeral directors or others, except for those acting as an agent for an eligible purchaser.
- (b) All sales and transfers of cemetery plots shall be made and signed by the designated City official, which grants a right of burial only and does not convey any other title or right to the cemetery plot or burial space sold. Such forms shall be signed by the City Clerk and shall constitute a complete agreement between the City of West Branch and the plot owner. Proof of ownership for transfers may be required at the discretion of the City Clerk.

- (c) Cemetery plots may be sold to any resident or nonresident of the City. Rates may be different for residents and nonresidents and shall be set by administrative act of the City Treasurer. A resident is defined as a person who owns real property within the corporate limits of the City of West Branch according to tax records and has a valid State ID listing the real property as their principal residence at the time of purchase or a person who maintained their primary address and place of dwelling within the corporate limits of the City of West Branch for a cumulative total of at least 20 years. City Council may adjust the rates for plots in special circumstances by passage of a City resolution.
- (d) Cemetery plots are not to be purchased for speculative purposes. Sites are provided as a service to the public and individual profit or gain is not a purpose of the cemetery. Therefore, all private sales of plots shall be made only to the City of West Branch for resale to members of the public at a preset price set by administrative act of the City Treasurer. All burial rights shall contain language stating such and restricting the private sale of cemetery lots.
- (e) The City shall allow for purchase up to four (4) lots for their use or the use by immediate family members. Members of the same immediate family which include the spouse and children under the age of 21 qualify as one resident for the purpose of this section.
- (f) The City shall have the right to correct any errors that may be made concerning interments, disinterments, or in the description, transfer, or conveyance of any cemetery plot, either by canceling the permit for a particular vacant cemetery plot or plots and substituting and conveying in lieu thereof another vacant cemetery plot or plots in a similar location within the cemetery at issue or by refunding the money paid for the cemetery plot to the purchaser or the successor of the purchaser. In the event that an error involves the interment of the remains of any person, the City shall have the right to remove and transfer the remains so interred to another cemetery plot in a similar location in the same City cemetery in accordance with law.
- (g) The lawful owner of any cemetery plot shall be responsible for promptly notifying the City whenever that person's mailing address changes.

#### **Section 5. Purchase Price for Cemetery Plots**

- (a) Prices for a cemetery plot are set by administrative act of the City Treasurer, and included in the fee schedule as reviewed and published annually. Additional burial spaces on a purchased plot are available to be used for cremains or infant burials.
- (b) All charges shall be paid to the City.

#### **Section 6. Grave Opening Charges**

- (a) The City may charge reasonable fees for the opening and closing of any cemetery plot, prior to and following a burial therein, and including the interment of ashes. Such fees shall be set from time to time by administrative act of the City Treasurer, payable to the City.
- (b) No cemetery plot shall be opened or closed except under the direction and control of the City Sexton or such other individual as is designated by the Sexton. This subsection B shall not apply to any grave opening, disinterment, or similar matter which is done pursuant to a valid court order or under the supervision and direction of local or state health department authorities; however, even in such cases, the City Sexton shall be given at least twenty-four (24) hours' prior notice of when such grave opening or closing will occur.

#### **Section 7. Markers or Memorials; No Monuments**

- (a) Markers are allowed in any section of the Brookside cemetery except in the '73 addition where only flush markers can be placed.
- (b) One monument per gravesite is allowed except in the '73 addition where monuments are not allowed.
- (c) All markers, memorials, and monuments must be comprised of stone or other equally durable composition and shall face the same direction as the markers and memorials around them.
- (d) Any monument or marker shall be placed in accordance with the cemetery specifications. No monument or marker is to be placed without first contacting the City sexton, or a designated representative, to insure compliance with this rule without incurring unnecessary re-setting costs.
- (e) Flush markers placed in memory of someone that is not buried in the cemetery are allowed. The death certificate of the person must accompany the request for the markers along with a statement telling where the remains are located.
- (f) Except for monuments that existed in a City cemetery before the effective date of this Ordinance, no monument will be allowed or erected in a cemetery without written consent of the City Sexton. For purposes of this Ordinance, "monument" shall be defined as any marker, memorial, statue, or similar item which exceeds thirty (30) inches in height above normal ground level or which has a ground surface area exceeding thirty-two (32) inches in width for a single marker or fifty-six (56) inches in width for a double marker. Only one (1) monument or marker shall be permitted per cemetery plot. Markers shall be no more than thirty two (32) inches in width for a single marker or fifty six (56) inches in width for a double marker, with an overall height of no more than thirty (30) inches above ground level, including the foundation. The placing of a monument may make a plot unusable for interment of a full burial depending on the size of the monument.
- (g) The footing or foundation upon which any marker, monument, or memorial must be placed shall be constructed by the City, or such person(s) as may be designated by the City. Footing or foundation may be placed by a private party with prior written consent from the City Sexton. Fees for such work shall be set from time to time by administrative act of the City Treasurer, payable to the City. All installations by private contractors are subject to the inspection of the Cemetery Sexton. The City of West Branch will not be responsible for improper installation by private contractors. Any repair or re-installation will be performed at the property owners' expense.
- (h) Should any monument or memorial (including any monument or memorial that was in place before this Ordinance became effective) become unsightly, broken, moved off its proper site, dilapidated, or a safety hazard, the City Council shall have the right, at the expense of the owner of the cemetery plot, to correct the condition or remove the same. The City shall make reasonable attempts to contact the owner of the cemetery plot prior to any such work beginning.
- (i) The maintenance, repair, and upkeep of a cemetery memorial, marker, urn, or similar item is the responsibility of the heirs or family of the person buried at that location. The City has no responsibility or liability regarding the repair, maintenance, or upkeep regarding any such marker, memorial, urn, or similar item.

## **Section 8. Interment Regulations**

- (a) The interment of two bodies in one grave is prohibited, except for a parent and infant child, or two (2) children buried at the same time, provided that this does not involve the burial of two caskets on top of each other, and does not encroach upon adjacent lots, graves, or aisles. Up to two (2) cremains burials or one vault burial and one cremains burial may be placed on a plot instead of a traditional vaulted burial.

- (b) The City shall be given not less than 36 hours' prior notice in advance of any funeral to allow for the opening of the cemetery plot. Notification of burial for weekends and holidays must be made prior to 9 a.m. on the last regular work day before the weekend or holiday. Notifications made after this deadline may be scheduled for the weekend or holiday at the discretion of the City Sexton. The opening and closing of cemetery plots shall be done only by the City or such person or persons as are designated by the City.
- (c) No interment shall take place without a burial-transit permit and shall be presented to either the City Sexton, City Clerk, or other designated City official prior to interment. Either a burial permit or death certificate shall accompany cremation burials.
- (d) No plot shall be used for any other purpose than the burial of human remains.
- (e) In order to allow for the general care of the cemetery, the surface of all graves shall be kept in an orderly and neat-appearing manner within the confines of the cemetery plot involved.
- (f) Before any interment is made, complete payment including perpetual care fees for the plot must be made to the City. Deferred payments on additional unused lots may be accepted for up to one year. After that time, the City may make lots available for sale to the public without notification. All payments made will then be forfeited unless other arrangements are made.

#### **Section 9. Disinterments**

- (a) No disinterment or digging up of an occupied grave shall occur until and unless any and all permits, licenses, and written authorizations required by law for such disinterment or digging up of an occupied grave have been obtained from any applicable state or county agency, governmental unit, or official and a copy of the same has been filed with the City.
- (b) The City Council shall have the authority to refuse to allow a disinterment or the digging up of an occupied grave (and to refuse to issue a City disinterment permit for the same) if the disinterment or digging up of an occupied grave is not done pursuant to a court order (issued by a court of competent jurisdiction) or does not have a reasonable basis.

#### **Section 10. Winter Burials**

- (a) The City may charge additional fees for winter burials and in which the additional fees will be set by administrative act of the City Treasurer.
- (b) If a winter burial cannot occur due to inclement weather, frozen ground, or similar condition, the deceased person may be kept in winter storage until a spring burial can occur. Written permission by the next of kin or authorized agent must be obtained prior to winter storage. All such winter storage costs shall be paid by the estate of the deceased person or the person's next of kin.
- (c) No winter burials shall occur without the prior consent of the City Sexton.

#### **Section 11. Cremains**

- (a) Cremains may be buried in a cemetery plot
- (b) No cremains shall be scattered or dispersed within a City cemetery.

#### **Section 12. Grounds Maintenance**

- (a) The general care of the Cemetery is assumed by the City of West Branch Public Works Department and include the cutting of grass at reasonable intervals, the raking and cleaning of grounds, and the pruning of shrubs and trees that may be planted by the City of West Branch.

- (b) One shepherd hook with flowers per headstone is allowed from May 1<sup>st</sup> to October 15<sup>th</sup> of each year. All other decorations must be on the headstone or foundation. Anything other than the one Shepherds hook that is on the lawn areas will be removed and disposed of by the City maintenance crews. The City assumes no responsibility for damage or theft of hooks or decorations.
- (c) Grave blankets may be placed and maintained at the head stones of graves from October 15<sup>th</sup> to April 15<sup>th</sup>. If not removed by April 15<sup>th</sup>, they will be removed and disposed of by the City maintenance crews.
- (d) Veteran flags and flag holders shall be governed by the Veteran's Administration rules and guidelines.
- (e) No grading, leveling, or excavating within a cemetery shall be allowed without the prior permission of the City Sexton.
- (f) Absent written permission of the City Sexton, no flowers, shrubs, trees, or vegetation of any type shall be planted outside of an urn that is included as part of a monument or marker. Any of the foregoing items planted without City approval will be removed by the City.
- (g) The City reserves the right to remove or trim any existing trees, plants, or shrubs located within a cemetery in the interest of maintaining proper appearance and use of the cemetery.
- (h) Mounds, bricks, blocks, and any borders that hinder the free use of a lawn mower or other gardening apparatus are prohibited.
- (i) The City Sexton, or cemetery maintenance personnel shall have the right and authority to remove and dispose of any and all growth, emblems, displays, containers, and other items that through decay, deterioration, damage, or otherwise become or are unsightly, a source of litter, or a maintenance problem.
- (j) Surfaces other than earth or sod are prohibited.
- (k) All refuse of any kind or nature including, but not limited to, dried flowers, wreaths, papers, and plastic flower containers must be removed from the cemetery within two weeks after a burial.
- (l) No glass containers or items are allowed.
- (m) Except for markers, memorials, flowers, and urns expressly allowed by this Ordinance, and veteran flags as authorized by law, no other item (including, but not limited to, ornaments, signs, trellises, statues, benches, landscaping, bricks, stones, grave border materials or other structures) shall be installed or maintained within a City cemetery, nor shall any grading, digging, mounding, or similar alteration of the ground or earth occur except as authorized by this Ordinance or by the City.

### **Section 13. Disclaimer of City Liability and Responsibility**

Every person who enters, remains in, and travels within a City cemetery does so at their own risk. The City is not responsible for any injury, accident, or other calamity that might occur to any person present in a City cemetery. Furthermore, the City is not responsible for any damage or vandalism to, theft of, or deterioration of any burial monument, headstone, flower urn, or other item placed at or near a cemetery plot, burial site, or anywhere in a City cemetery. The purchaser or transferee of any cemetery plot or the equivalent (and all subsequent transferees, assigns, heirs, or beneficiaries) hereby releases, waives, indemnifies, and holds harmless the City for, from, and against any injury, damages, causes of action, claims, costs, and expenses associated with, relating to, and/or involving the cemetery plot or



similar right, any headstone, monument, or similar items, and any matter related to the cemetery involved. Such waiver, release, and hold harmless provision shall apply not only to the City, but also as to the City Sexton and any City employee, officer, official, or agent.

#### **Section 14. Forfeiture of vacant cemetery plots or burial spaces**

Cemetery plots or burial spaces sold and remaining vacant for fifty (50) years or more from the date of their sale shall automatically revert to the City upon the occurrence of the following events:

- (a) Notice shall be sent by the City Clerk by first-class mail to the last known address of the last owner of record informing him/her of the expiration of the 50-year period and that all rights with respect to said plots or spaces will be forfeited if he/she does not affirmatively indicate in writing to the City Clerk within sixty (60) days from the date of mailing of such notice of his/her desire to retain such burial rights; and
- (b) No written response to said notice indicating a desire to retain the cemetery plots or burial spaces in question is received by the City Clerk from the last owner of record of said plots or spaces, or his/her heirs or legal representative, within sixty (60) days from the date of mailing of said notice.

#### **Section 15. Repurchases of Plots or Burial Spaces**

The City may repurchase any cemetery plot from the owner for a price set by administrative action of the City Treasurer, upon the written request of said owner or his or her legal heirs or representatives. The repurchase of cemetery plot must be inspected and authorized by the City Sexton that the plot has value to the City and is able to be offered for sale to the public before the purchase is approved.

#### **Section 16. Records**

The City Clerk shall maintain records concerning all burials, cemetery plots, issuance of burial permits, and any other records of the City related to City cemeteries, and the same shall be open to public inspection during business hours.

#### **Section 17. Vaults**

- (a) All full burials shall be within a standard concrete vault (which meets all applicable laws) installed or constructed in each cemetery plot before interment. Vaults of other suitable materials may be allowed at the discretion of the City.
- (b) Vaults cannot be placed in the ground prior to death.

#### **Section 18. Cemetery Hours**

Unless otherwise specified by the City Council by resolution, all City cemeteries hours of access are limited to daylight hours. When the cemetery is closed, no person shall be present in a City cemetery. Such prohibition on being present in a City cemetery during the time when City cemetery is closed shall not apply to the City Sexton, any City official, a person accompanied by the City Sexton or other City official, or any law enforcement or firefighting official when engaged in the lawful duties of any such office or position.

#### **Section 19. Prohibited Uses and Activities**

The following prohibitions shall apply within any City cemetery:



- (a) No person shall destroy, deface, apply graffiti to, or otherwise damage any monument, sign, tree, or other lawful item located within a City cemetery.
- (b) No person shall disturb the peace or unreasonably annoy, harass, or disturb any other person who is lawfully present on the grounds of any City cemetery.
- (c) There shall be no entry or presence in the cemetery by any person when the cemetery is closed or outside of authorized times.
- (d) There shall be no headstones, ornaments, vases, plastic flowers, fences, benches, trellises, statues, signs, or any other item placed, kept, installed, or maintained in a cemetery except those expressly allowed by this Ordinance.
- (e) There shall be no digging, grading, or mounding unless expressly authorized by this Ordinance.
- (f) There shall be no driving of an automobile, truck, motorcycle, or any vehicle on any portion of a cemetery except the designated roads or drives.
- (g) Vehicles shall be operated at reasonable speeds not to exceed 10 mph. Except when parking or passing, vehicles shall be restricted to the designated lanes.
- (h) There shall be no snowmobiles, four-wheelers, go-carts, or similar vehicles, except those that are required for handicap purposes.
- (i) There shall be no gathering of persons in excess of 75 people without prior City approval (except during or incidental to a funeral occurring concurrent with burial).
- (j) There shall be no disinterment or grave openings unless approved by the City.
- (k) There shall be no music, playing of any radio, or the use of any amplification device or similar item, except pursuant to a funeral or military ceremony.
- (l) There shall be no solicitation or peddling of services or goods or any signs or placards advertising any goods or services.
- (m) There shall be no littering or dumping.
- (n) There shall be no unlawful interference with or disruption of a lawful funeral or funeral procession.
- (o) There shall be no private signs, lighting, moving displays, or changeable copy on a sign.
- (p) There shall be no fires, candles, or open flames.
- (q) No children under twelve (12) years of age shall be allowed in any City cemetery unless accompanied by an adult and are properly supervised by an adult.
- (r) There shall be no domestic animals of any kind or pets allowed within the cemetery grounds. However, this prohibition shall not apply to service dogs.
- (s) No firearms or archery arrows shall be discharged or shot except that a military or other veteran organizations may carry arms for the purpose of firing over the grave at the burial of a member.
- (t) No person shall engage in any fight, quarrel, or disturbance.
- (u) Cremains or ashes of a deceased person shall be only interred by manner approved in this ordinance.
- (v) No person shall possess or consume any alcoholic beverage.
- (w) There shall be no plowing off snow or ice from any area of the cemetery by anyone other than the City Department of Public Works.

## **Section 20. Authority of the City Sexton**

- (a) The Sexton shall be the Superintendent of Public Works of the City or anyone else appointed by resolution of the West Branch City Council.
- (b) The City Sexton shall assist other City officials with the enforcement and administration of this Ordinance.
- (c) The City Sexton shall have such duties and obligations with regard to City cemeteries as may be specified from time to time by the City Council.

## **Section 21. Fees**

The City Treasurer shall have the authority to set fees pursuant to this Ordinance from time to time by resolution. Such fees can include, but are not limited to, a fee or fees for a burial permit, disinterment permit, grave opening, setting of foundations, grave closing, winter or holiday burial, the price for a new cemetery plot, transfer fees for cemetery plots, and other matters.

## **Section 22. Applicability of this Ordinance**

- (a) This Ordinance shall apply only to cemeteries owned, controlled, or operated by the City.
- (b) The provisions of this Ordinance shall not apply to City officials, or their agents, or designees involved with the upgrading, maintenance, administration, or care of a City cemetery.
- (c) The provisions of this Ordinance shall not apply to police officers or firefighting officials or officers involved in carrying out their official duties.

## **Section 23. Interpretation/Appeals to the City Council**

- (a) The City Council shall have the authority to render binding interpretations regarding any of the clauses, provisions, or regulations contained in this Ordinance and any rule or regulation adopted pursuant to this Ordinance, as well as their applicability. The City Council (or its designee) is also authorized to waive application of the strict letter of any provision of this Ordinance or any rules or regulations promulgated under this Ordinance where practical difficulties in carrying out the strict letter of this Ordinance or any rules or regulations related thereto would result in hardship to a particular person or persons or the public. Any such waiver, however, must be of such a character as it will not impair the purposes and intent of this Ordinance.
- (b) Any party aggrieved by any interpretation or decision made by the City Sexton or any City official, agent, or contractor pursuant to this Ordinance, as well as any matter relating to a City cemetery, rights to a cemetery plot, or other matter arising pursuant to this Ordinance, shall have the right to appeal that determination/decision or matter to the City Council. Any such appeal shall be in writing and shall be filed with the City within thirty (30) days of the date of the decision, determination, or other matter being appealed from. The City shall give the aggrieved party who filed the written appeal with the City at least ten (10) days' prior written notice of the meeting at which the City Council will address the matter unless an emergency is involved, in which case the City shall utilize reasonable efforts to notify the aggrieved party who filed the appeal of a special or emergency meeting of the City Council at which the matter will be addressed. Pursuant to any such appeal, the decision of the City Council shall be final.
- (c) The City Council may set a fee or fees for any such appeal from time to time by resolution.

## **Section 24. Authority of the City to Remove Unauthorized or Unlawful Items from a City Cemetery**

Any monument, marker, planting, trellis, personal item, urn, flowers or foliage (whether real or artificial), structure, flag (except for lawful veterans flags), or other item that has been placed, installed,

left, or maintained in any City cemetery in violation of this Ordinance, any City rule or regulation regarding City cemeteries, or any county, state, or federal law, statute, or regulation may be removed by the City from the City cemetery at any time and destroyed or disposed of by the City without any prior notice to, permission from, or liability, or obligation to the person or persons who left, installed, maintained, or kept such item in the City cemetery. No such item (including, but not limited to, a monument, marker, planting, trellis, personal item, urn, flowers or foliage, structure, flag, or similar item) can be installed, placed, maintained, or kept in a City cemetery unless expressly authorized by this Ordinance or a written rule or policy of the City. Even if such an item is authorized to be installed, kept, maintained, or left in a City cemetery, the City shall still have the discretion to remove any such item at any time and dispose of the same without prior notice to, consent from or liability to the person or persons who installed, maintained, or left such item in a City cemetery.

#### **Section 25. Penalties**

A violation of this Ordinance (or of any rule or regulation adopted pursuant to this Ordinance) constitutes a municipal civil infraction. Any person who violates, disobeys, omits, neglects, or refuses to comply with any provision of this Ordinance, or any permit, or approval issued hereunder, or any amendment thereof, or any person who knowingly or intentionally aids or abets another person in violation of this Ordinance, shall be in violation of this Ordinance and shall be responsible for a civil infraction. The civil fine for a violation of a municipal civil infraction for this ordinance shall be not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500) for the first offense and not less than two hundred dollars (\$200) nor more than five hundred (\$500) for subsequent offenses, in the discretion of the City Municipal Infraction Bureau or court, in addition to all other costs, damages, expenses, and remedies provided by law. For purposes of this section, "subsequent offense" means a violation of the provisions of this Ordinance committed by the same person within twelve (12) months of a previous violation of the same provision of this Ordinance or similar provision of this Ordinance for which said person admitted responsibility or was adjudged to be responsible. Each day during which any violation continues shall be deemed a separate offense. A violation of any permit or permit condition issued pursuant to this Ordinance shall also constitute a violation of this Ordinance.

#### **Section 26. City Officials Who Can Enforce this Ordinance**

Unless otherwise specified by the City Council by resolution, any officer of the law shall have the authority to enforce this Ordinance and to issue municipal civil infraction citations/tickets pursuant to this Ordinance:

#### **Section 27. Severability**

The provisions of this Ordinance are hereby declared to be severable and should any provision, section, or part thereof be declared to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall only affect the particular provision, section, or part thereof involved in such decision and shall not affect or invalidate the remainder of this Ordinance, which shall continue in full force and effect.

#### **Section 28. Effective Date; Conflicts**

This Ordinance shall become effective fifteen (15) days after enactment nor before publication thereof. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**MOTION BY LAWRENCE, SECOND BY SCHAIBERGER, TO APPROVE THE INTRODUCTION OF ORDINANCE 18-01 ENTITLED CITY OF WEST BRANCH CEMETERY ORDINANCE**

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

**No – None**

**Absent –None**

**Motion carried**

\* \* \* \* \*

Manager Grace submitted a request from the Planning Commission to allow the secretary of the board to be paid an additional \$25 per meeting due to the extra time spent on preparing the minutes.

**MOTION BY BENNETT, SECOND BY SHOWALTER, TO APPROVE THE REQUEST FROM THE PLANNING COMMISSION AND AUTHORIZE PAYMENT OF \$25 PER MEETING TO THE PLANNING COMMISSION SECRETARY EFFECTIVE WITH THE MINUTES OF THE MEETING SUBMITTED FOR APPROVAL ON THIS EVENINGS AGENDA.**

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

**No – None**

**Absent –None**

**Motion carried**

\* \* \* \* \*

A budget proposal was submitted for the Airport. Clerk/Treasurer Dantzer noted that the current amount budgeted for the City for the 2018/2019 fiscal year was \$47,329.20 which was up slightly from last year’s amount of \$46,699.

Manager Grace and Member Jackson spoke on the great job Ben Evergreen is doing at the airport.

**MOTION BY SHOWALTER, SECOND BY TUTTLE, TO ACCEPT THE AIRPORT BUDGET AS SUBMITTED.**

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

**No – None**

**Absent –None**

**Motion carried**

\* \* \* \* \*

**MOTION BY BENNETT, SECOND BY JACKSON, TO APPROVE RESOLUTION 18-06**

**RESOLUTION #18-06**

**THEREFORE, BE IT RESOLVED, that the West Branch City Council does hereby authorize the transfer of up to 25% of the Act 51 money from Major Street to Local Street.**

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

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

\* \* \* \* \*

**MOTION BY SHOWALTER, SECOND BY JACKSON TO APPROVE THE QUOTE OF \$583.54 SUBMITTED TO HOLD A WORK SESSION ON PARLIAMENTARY PROCEDURE.**

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

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

\* \* \* \* \*

**MOTION BY LAWRENCE, SECOND BY SCHAIBERGER TO APPROVE THE MINUTES AND SUMMARY FROM THE MEETING HELD FEBRUARY 19, 2018.**

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

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

\* \* \* \* \*

**MOTION BY SHOWALTER, SECOND BY SCHAIBERGER, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; ADMINISTRATIVE BUDGET AMENDMENTS; THE MINUTES FROM THE DDA MEETINGS HELD NOVEMBER 28, 2017, DECEMBER. 19, 2017, AND JANUARY 23, 2018; THE PLANNING COMMISSION MINUTES FROM THE MEETING HELD JANUARY 23, 2018; AND THE AIRPORT BOARD MINUTES FROM THE MEETING HELD JANUARY 24, 2018.**

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

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

\* \* \* \* \*

A communication on the proposed route for the Iron Belle Trail was shared. In addition Manager Grace submitted a contact list of stakeholders for the plan and asked Council Members to verify that all of the information was correct or if they see anything missing.

\* \* \* \* \*

Council Member Weiler commented on the large item pickup and that many of the items are being put out too early and are also not being picked up in a reasonable amount of time. Manager Grace noted that because there is no ordinance that deals with this issue, there is nothing they can do at this time to enforce a put out and pickup time. Council Members discussed possible options to look into improving this service. It was the consensus of Council to look into an ordinance to deal with this issue.

Council Member Jackson noted that, in accordance with City policy, he did tender his resignation as the Chair of the Planning Commission at their last meeting and that they voted to name Robert David as the new Planning Chairman and Kara Fachting as the Vice-Chairman. He also noted that they are continuing to work on updating the zoning ordinance and the Masterplan and that they will be finishing up a resident survey questionnaire that will be distributed to the public.

Council Member Bennett expressed her thoughts on Manager Grace’s pregnancy.

\* \* \* \* \*

Manager Grace noted that they are currently planning on having the Planning Commission survey available for Council to approve at their next meeting before it would go out to the public.

Manager Grace thanked the public for their patience as they have been dealing with a large number of water line breaks and let Council know that she is working on some grants to help cover infrastructure costs.

\* \* \* \* \*

Deb Dantzer addressed Council on a blight issue at 347 N. Third St. Manager Grace noted they have addressed that home and that she recently worked with District Court to have a mechanism in place to help deal with owners that are not correcting their issues.

Barb Tomassi requested the City to do everything they can to speed the process along.

Robert Thomas asked if there was a way to have a City group go in to straighten it up. Manager Grace noted they do have a Smiley helper program that was set up to get volunteers to help on these types of things but that they cannot go onto the property without permission because it is private property.

Peter Fabbri, on behalf of the Downtown Merchant Association, asked to hold the classy chassis car show downtown on June 29<sup>th</sup> and that they would need to request a street closure from 5-9 pm.

Member Showalter asked Chief Walters if he had any issues and Chief Walters noted they have held this for several years and has no issues.

**MOTION BY SHOWALTER, SECOND BY WEILER TO APPROVE THE REQUEST FROM THE DOWNTOWNS MERCHANT TO HOLD THE CLASSY CHASSIS EVENT ON JUNE 29 AND TO ALLOW THE REQUEST FOR STREET CLOSURE FROM 5:00-9:00 PM.**

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



**No – None**

**Absent –None**

**Motion carried**

\* \* \* \* \*

Chief Walters noted he would look into the blight issue that was brought up during the meeting.

\* \* \* \* \*

Mayor Lawrence adjourned the meeting at 6:52 pm.

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Denise Lawrence, Mayor

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John Dantzer, Clerk

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY  
COUNCIL HELD MONDAY, MARCH 5, 2018.

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

Present: Mayor Lawrence, Council Members Bennett, Jackson, Schaiberger, Showalter, Tuttle, and Weiler.

Absent: None

Other officers present: Manager Grace (arrived at 6:12), Clerk/Treasurer Dantzer, DDA Chairman Stroebel, and Chief Walters

All stood for the pledge of allegiance.

DDA Chairman Stroebel gave a DDA update.

Council awarded the bid for specialized accounting and municipal financial services to Stephenson & Company as primary provider with Plante Moran approved as an alternate.

Council postponed awarding the energy efficient lighting project bid.

Council approved bills in the amount of \$27,432.48

Council approved Resolution 18-04 to set the weekend of the City wide garage sales.

Council approved Resolution 18-05, a budget amendment for OPEB funds.

Council approved the introduction of Ordinance 18-01 entitled the Cemetery Ordinance.

Council approved a Planning Commission request to pay the secretary of the board an extra \$25 per meeting.

Council approved the airport budget as submitted.

Council approved Resolution 18-06, Act 51 transfer of money.

Council approved the quote of \$583.54 to hold a work session on parliamentary procedure.

Council approved the minutes and summary from the meeting held February 19, 2018.

Council received and filed the Treasurer's report and investment summary; administrative budget amendments; minutes from the DDA meetings held November 28, 2017, December 19, 2017, and January 23, 2018; and the minutes from the Airport Board meeting held January 24, 2018.

Communications were shared.

Members Weiler, Jackson, Bennett, and Manager Grace gave reports.

Deb Dantzer addressed Council

Barb Tomassi addressed Council.

Robert Thomas addressed Council.

Peter Fabbri addressed Council

Council approved an event for the Downtown Merchants and approved a road closure.

Chief Walters addressed Council

Mayor Lawrence adjourned the meeting at 6:52 pm.

# **Consent Agenda**

CASH SUMMARY BY BANK FOR WEST BRANCH  
FROM 03/01/2018 TO 03/31/2018

Bank Code	Description	Beginning Balance 03/01/2018	Total Debits	Total Credits	Ending Balance 03/31/2018
GEN1	GEN1 - GENERAL CHECKING				
101		693,354.80	67,621.28	61,046.09	699,929.9
150	CEMETERY PERPETUAL CARE	18,193.57	240.00	0.00	18,433.5
209	CEMETERY FUND	7,095.88	2,060.00	403.37	8,752.5
248	DDA OPERATING FUND	42,501.16	0.00	2,966.20	39,534.9
251	INDUSTRIAL PARK FUND	3,733.46	0.00	166.67	3,566.7
276	HOUSING RESOURCE FUND	182,883.88	881.71	12.00	183,753.5
318	SEWER DEBT FUND	54,423.62	9,801.67	0.00	64,225.2
319	WATER DEBT FUND	37,153.26	2,001.42	0.00	39,154.6
371	COLLECTION REPLACEMENT FUND	30,811.33	0.00	0.00	30,811.3
372	PLANT REPLACEMENT FUND (R&I)	5,984.03	153.90	0.00	6,137.9
390	SEWER FUND	341,760.04	12,600.89	25,554.32	328,806.6
391	WATER FUND	182,727.50	4,680.30	12,114.62	175,293.1
392	WATER REPLACEMENT FUND	281,370.02	0.00	0.00	281,370.0
393	SEWER COLLECTION	59,138.28	2,893.02	5,591.00	56,440.3
361	EQUIPMENT FUND	105,029.03	14,167.51	6,934.90	112,261.6
704	PAYROLL CLEARING	(36,090.19)	71,896.99	35,806.80	0.00
705	IRONS PARK ENTERTAINMENT FUND	4,746.17	150.00	0.00	4,896.1
707	YOUTH SAFETY PROGRAM	2,156.93	935.00	238.01	2,853.9
714	RECYCLING CENTER	3,796.20	514.00	0.00	4,310.2
	GEN1 - GENERAL CHECKING	2,020,768.97	190,597.69	150,833.98	2,060,532.6
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	506,655.09	15,991.60	6,259.93	516,386.7
203	LOCAL STREET FUND	312,933.48	5,380.78	2,958.99	315,355.2
	MAJOR/ LOCAL STREETS	819,588.57	21,372.38	9,218.92	831,742.0
PAY	PAYROLL				
704	PAYROLL CLEARING	41,887.62	35,806.80	70,400.83	7,293.5
	PAYROLL	41,887.62	35,806.80	70,400.83	7,293.5
CHEM	SAVINGS				
101		435,054.30	0.00	0.00	435,054.3
150	CEMETERY PERPETUAL CARE	1,648.12	0.00	0.00	1,648.1
251	INDUSTRIAL PARK FUND	20,837.24	0.00	0.00	20,837.2
371	COLLECTION REPLACEMENT FUND	2,351.58	0.00	0.00	2,351.5
391	WATER FUND	25,995.55	0.00	0.00	25,995.5
392	WATER REPLACEMENT FUND	19,538.41	0.00	0.00	19,538.4
393	SEWER COLLECTION	779.39	0.00	0.00	779.3
361	EQUIPMENT FUND	103,240.04	0.00	0.00	103,240.0
714	RECYCLING CENTER	1,015.22	0.00	0.00	1,015.2
	SAVINGS	610,459.85	0.00	0.00	610,459.8
TAX	TAXES				
701	TAX AGENCY	1,729.76	58,315.82	58,315.82	1,729.7
	TAXES	1,729.76	58,315.82	58,315.82	1,729.7
	TOTAL - ALL FUNDS	3,494,434.77	306,092.69	288,769.55	3,511,757.9

03/16/2018 08:49 AM  
 User: MICHELLE  
 DP: Westbranch City

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH  
 FROM 03/01/2018 TO 03/31/2018  
 FUND: ALL FUNDS  
 INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 03/01/2018	Total Debits	Total Credits	Ending Balance 03/31/2018
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
		<u>250,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>250,000.00</u>
Fund 150	CEMETERY PERPETUAL CARE				
004.300	CERTIFICATE OF DEPOSIT A	114,255.00	0.00	0.00	114,255.00
004.400	CERTIFICATE OF DEPOSIT B	114,822.11	0.00	0.00	114,822.11
	CEMETERY PERPETUAL CARE	<u>229,077.11</u>	<u>0.00</u>	<u>0.00</u>	<u>229,077.11</u>
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	<u>200,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>200,000.00</u>
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	<u>250,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>250,000.00</u>
	TOTAL - ALL FUNDS	<u>929,077.11</u>	<u>0.00</u>	<u>0.00</u>	<u>929,077.11</u>



West Branch  
JOURNAL ENTRY  
JE: 9786

Post Date: 03/02/2018  
Entry Date: 03/02/2018  
Description: BUDGET POLICY AMENDMENT

Entered By: MICHELLE  
Journal: BA

GL #	Description	DR	CR
248-000.000-938.700	GENERAL IMPROVEMENTS	100.00	
248-000.000-940.700	GEN. MAINTENANCE/REPAIRS		100.00
590-567.000-727.700	OPERATING SUPPLIES	2,000.00	
590-567.000-801.700	CONTRACTUAL SERVICES		2,000.00
101-209.000-809.700	PROPERTY ASSESSMENT REVIEW	150.00	
101-209.000-865.700	PROFESSIONAL DEVELOPMENT		150.00
101-201.000-956.700	EXPENSES	200.00	
101-201.000-727.700	OPERATING SUPPLIES		200.00
	Journal Total:	2,450.00	2,450.00

APPROVED BY: \_\_\_\_\_

West Branch  
JOURNAL ENTRY  
JE: 9794

Post Date: 03/06/2018  
Entry Date: 03/06/2018  
Description: BUDGET POLICY AMENDMENT PER DDA 1/23/18

Entered By: MICHELLE  
Journal: BA

GL #	Description	DR	CR
248-000.000-801.700	CONTRACTUAL SERVICES	7,500.00	
248-000.000-941.700	EQUIPMENT RENTAL		7,500.00
Journal Total:		7,500.00	7,500.00

APPROVED BY: \_\_\_\_\_

West Branch  
JOURNAL ENTRY  
JE: 9810

Entered By: JOHN  
Journal: BA

Post Date: 03/14/2018  
Entry Date: 03/14/2018

Description: MOVE ROUTINE MAINTENANCE TO CONSTRUCTION  
THIS WAS DONE TO MOVE MONEY OUT OF MAJOR ROUTINE  
MAINTENANCE INTO MAJOR STREET CONSTRUCTION ACCOUNT TO  
COVER THE ENGINEERING FOR THE REDESIGN OF FAIRVIEW  
ST AND BURGESS ST.

GL #	Description	DR	CR
202-451.000-801.700	CONTRACTUAL SERVICES		49,350.00
202-463.000-801.700	CONTRACTUAL SERVICES	49,350.00	
Journal Total:		49,350.00	49,350.00

APPROVED BY: \_\_\_\_\_

West Branch  
JOURNAL ENTRY  
JE: 9811

Entered By: MICHELLE  
Journal: BA

Post Date: 03/14/2018  
Entry Date: 03/14/2018  
Description: BUDGET POLICY AMENDMENT

GL #	Description	DR	CR
			50.00
276-000.000-956.700	EXPENSES	50.00	100.00
276-000.000-801.700	CONTRACTUAL SERVICES		
203-463.000-727.700	OPERATING SUPPLIES	100.00	550.00
203-463.000-715.700	SOCIAL SECURITY (EMPLOYER)		
101-528.000-922.700	PUBLIC UTILITIES	550.00	
101-528.000-801.700	CONTRACTUAL SERVICES		
	Journal Total:	700.00	700.00

APPROVED BY: \_\_\_\_\_

West Branch  
JOURNAL ENTRY  
JE: 9815

Post Date: 03/15/2018

Entry Date: 03/15/2018

Entered By: JOHN  
Journal: BA

Description: MOVE EXPENSE FROM ROUTINE MAINT TO CONST  
THIS WAS DONE TO COVER THE COST TO HAVE COPIES MADE  
OF ENGINEER PRINTS FOR ROAD RECONSTRUCTION PROJECTS.

GL #	Description	DR	CR
202-451.000-956.700	EXPENSES		45.00
202-463.000-956.700	EXPENSES	45.00	
Journal Total:		45.00	45.00

APPROVED BY: \_\_\_\_\_

West Branch  
JOURNAL ENTRY  
JE: 9816

Entered By: MICHELLE  
Journal: BA

Post Date: 03/15/2018  
Entry Date: 03/15/2018  
Description: BUDGET POLICY AMENDMENT

GL #	Description	DR	CR
590-567.000-801.700	CONTRACTUAL SERVICES	1,000.00	1,000.00
590-567.000-922.700	PUBLIC UTILITIES		
Journal Total:		1,000.00	1,000.00

APPROVED BY: \_\_\_\_\_



City of West Branch Planning Commission  
Meeting Minutes for February 22 27, 2018

Meeting called to order at 6:02 pm

Roll Call - Present - Kara Fachting, Denise Lawrence, Bob David, Lisa Saurer, Mike Jackson, Dan Weiler, Bill Ehinger, Jan Hasty.

Pledge

Public Hearings – none

Additions to the Agenda - Mike Jackson indicated that this would be his last meeting as Chair of Planning, and asked the Board to accept his resignation, due to his new position as a City Councilman. Mike thanked the Board and the City for his time as Chair, and indicated that he would continue to serve on Planning as a board member.

The board thanks Jackson for his service, and wished him well in his position as councilman.

\*Motion by David, second by Fachting to accept Mike Jacksons resignation. All in favor, none opposed. Motion carried

Some discussion by the board, and nomination of Bob David to accept the position as Chair.

\*Motion by Jackson, second by Saurer to elect David as new Chair. All in favor, none opposed. Motion carried.

\*Motion by David, second by Saurer to elect Fachting as Vice Chair. All in favor, none opposed. Motion carried

Heather Grace spoke regarding the 'Rising Tide' committee, Mayor Denise Lawrence will attend meeting. Kelli Collins indicated she will email planning regarding which related meetings they should attend.

Public Comment - none

Approval of minutes - clarification on Special Use Permit for Mike Riegel conditions for transfer storage at the January 23, 2018 Planning Meeting; clarification is 'Locked and gated, no outside storage.' Fachting noted a spelling error in the minutes.

\*Motion by Jackson, second by Fachting to approve minutes with clarifications and corrections. All in favor, none opposed. Motion carried.

Site Plans - none

Sign Permits – none

Old business - Members discussed public input survey, all were happy with the final result.

\*Motion by Fachting, second by David to approve survey. All in favor, none opposed. Motion carried

New Business - Kelli Collins noted that we ~~don~~ do not have the most current By-Laws. Member Jackson noted he would be hesitant to vote on anything regarding the by laws until we are able to review the most current version. Member David noted that absences must be addressed and a policy in place to prevent the City from being in any risk of violations. Grace noted that you can miss 25% of meetings and still be excused. Member Ehinger noted that people should know ahead of time if they are able to hold a position in any category without conflicting schedules, causing absences.

\*Motion by Jackson, second by Saurer to postpone voting on the issue until the By-Laws are updated and complete, with additions from Grace. All in favor, none opposed. Motion Carried.

Kelli Collins spoke regarding the Yost Site Plan, which is incomplete. She will try to schedule a meeting with Denise Kline.

Communications – none

Chairmans report. Jackson thanked the board and the City for having been a part of Planning.

Member reports –

Fachting- no.

Lawrence spoke in regard to Rising Tide and her discussions with Governor Snyder. And read the description of 'Rising Tide'

David – Spoke regarding North Valley St, and whether we were repaving. Grace discussed some of the streets in question, and indicated that she was meeting soon to get some streets approved for repairs.

Saurer - no

Weilker - no

Hasty – noted that the creek was very high.

Ehinger - no

DDA Report - none.

Public Comment - Grace noted the additional literature provided this evening would be best studied thoroughly before the next meeting.

Next Meeting will be on March 13, 2018 at 6:00 pm. Meeting with Denise Kline will be held on March 27<sup>th</sup>, 2018 at 6:00 pm.

\*Motion by Jackson, second by David to adjourn. All in favor, none opposed. Motion carried. Meeting adjourned at 7:05 pm.

Meeting minutes taken and typed by Lisa Saurer

**BOARD OF TRUSTEES MEETING**

**Monday, December 4, 2017**

**6:30 p.m.**

**Members present:** Andrew S., Terry B., Roberta B., Jeff K., Karen M., Sheldon J., Kathy S.

**Absent:** Sue S., Lesli C-K., Emily B. (on scheduled leave)

Call to order by Roberta at 6:35 p.m. No additions to the agenda

**Minutes of last meeting:** On file. Correction to minutes noted: Sheldon noted his last initial was J. Error corrected. Motion made by Kathy to accept minutes as read with noted change, Sheldon supported. Motion passed.

**Public comment:** None

**Treasurers Report:** Andrew gave overview of budget, nothing is out of line and doing as expected for the first third of the fiscal year. Karen motioned to accept treasurers report, subject to audit, Sheldon supported, all in favor, motion passed.

**Librarian's report:** Presented by Andrew, review of highlights discussed. He and Emily met with the Optimists group and were very well received. \$ 935.00 was captured from the Silent Auction held recently. Andrew talked about two bills presently being considered in the senate -SB 686 and SB690 regarding the defined benefits that some organizations have. Currently MERS is opposing these and will keep groups informed of votes. The library is working with City Hall and City Council to secure a new board member for next year. The city council will have to appoint the alternate for the municipality. Review of the proposed trustee description was done. There is a strong candidate for this position and she is willing, the City Council meets tonight so we should know soon. The new equalization director will be invited to our next meeting to discuss penal fine revenue and property tax disbursements. This will be helpful when we reach out to the community for our millage renewal.

**New Business:** Millage timeline was reviewed and discussed. Andrew is working with a local design artist for help with the look. Board discussed the need for a January meeting, in the past it has been skipped due to the holidays. As of now there is no pertinent reason to have one and Andrew will let the board know if issues need to be dealt with. Karen motioned to cancel the January, 2018 meeting unless Andrew deems it necessary, Jeff supported. All in favor, motion passed. Staff recognition was discussed. Karen motioned to continue the program, to be a taxable gift, and to total \$50.00 for full time and \$25.00 for part time employees. Sheldon supported, all in favor and motion passed. The personnel committee report on staff updates discussed in detail. Due to an employee advocating for an increase, the personnel committee recommended an increase for the two part time employees, which is within the budget allowances. With the known increase in minimum wage in January we would have to address this issue and this is a reasonable request for qualified employees. Kathy made the motion to approve the increases for the part

time employees as recommended by the personnel committee, Jeff supported. All in favor, motion passed. Andrew discussed the Merit contract which is up for renewal. Due to increased usage we have consistently broken the contract on numerous occasions, so far with no charge, just warnings. It was felt we needed to increase the contracted amounts to avoid cancellation of contract. Karen motioned we sign for a 3 year contract at 40 megabyte connection at \$416.00 a month, Roberta supported. All in favor, motion passed. Andrew then gave some tech updates. A donor requested that the library have the capability of "out of towners" being able to donate on line. Andrew can set this up, securely and easily. Jeff motioned to allow Andrew to set up donations to be made online- Sheldon supported. All in favor, motion passed. Andrew then shared with the board a beautiful, simple design for a plaque the library would like to purchase for the tree that was planted in memory of former board member Bill Jennings. Karen motioned to buy the plaque for Bill Jennings memorial and Sheldon supported. All in favor. Motion passed

Next meeting February 5, 2018 at 6:30 p.m.

Meeting adjourned 7:40 p.m.

Kathy Shirey, Secretary



# West Branch Police Department

Chief Kenneth W. Walters

130 Page St.

West Branch, Michigan 48661

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

E-mail: [police@westbranch.com](mailto:police@westbranch.com)

3/12/2018

Honorable Mayor and Council,

This is the February month end report. Officers handled 103 complaints for the month of February. Officers further made 9 arrests for the month. One being for Firearms Violations, three for Narcotics Violations, and two for Sex Crimes.

The continued planning for bicycle safety and other children's programs is going extremely well, thus far we have brought in around \$2,000 for our various programs.

During the month of March, we will be conducting Active Shooter training at Surline while the children are on Spring Break. Although we all have the mutual thought and hope that this never occurs here, we must still prepare. I also continue to have conversations with the WB/RC Superintendent along with City Manager Grace, regarding school safety. The end goal, is to eventually be able to provide you with a proposal for review, regarding the placement of an officer in Surline. With the aid of Manager Grace, we are currently researching ways to provide you with a proposal that won't financially impact city residents.

Sincerely,

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

Chief Kenneth W. Walters

## Offense Count Report

## Report Criteria:

Start Offense	End Offense		
01000	99009		
<b>FEBRUARY 2018</b>	<b>TOTAL 2018</b>	<b>TOTAL 2017</b>	<b>TOTAL 2016</b>
02/01/2018-02/28/2018	01/01/2018-02/28/2018	01/01/2017-12/31/2017	01/01/2016-12/31/2016

Offense	Description	FEBRUARY 2018	TOTAL 2018	TOTAL 2017	TOTAL 2016
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	1	2
11003	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0	1
11004	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	2	0
11007	SEXUAL CONTACT FORCIBLE CSC2	0	1	1	0
11008	SEXUAL CONTACT FORCIBLE CSC4	0	0	4	2
12000	ROBBERY	0	0	1	0
13001	NONAGGRAVATED ASSAULT	0	2	18	13
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	2	3
13003	INTIMIDATION/STALKING	0	0	2	5
22001	BURGLARY - FORCED ENTRY	0	0	3	6
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	2	3
23003	LARCENY - THEFT FROM BUILDING	0	0	3	10
23005	LARCENY - THEFT FROM MOTOR VEHICLE	0	0	1	0
23007	LARCENY - OTHER	3	3	9	3
24001	MOTOR VEHICLE THEFT	0	0	0	3
25000	FORGERY/COUNTERFEITING	0	0	1	0
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	1	5
26002	FRAUD - CREDIT CARD/ATM	0	0	0	2
26003	FRAUD - IMPERSONATION	0	0	0	1
26006	FRAUD - BAD CHECKS	1	1	1	2
27000	EMBEZZLEMENT	0	0	1	0
29000	DAMAGE TO PROPERTY	0	1	8	11
30002	RETAIL FRAUD - THEFT	1	2	12	12
35001	VIOLATION OF CONTROLLED SUBSTANCE	0	1	7	22
35002	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0	1
36004	SEX OFFENSE - OTHER	1	3	0	3
37000	OBSCENITY	0	0	1	0
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	1	4
41002	LIQUOR VIOLATIONS - OTHER	0	0	1	0
42000	DRUNKENNESS	0	1	2	5
48000	OBSTRUCTING POLICE	0	0	0	1
50000	OBSTRUCTING JUSTICE	5	16	69	67
52001	WEAPONS OFFENSE - CONCEALED	0	0	0	1
52003	WEAPONS OFFENSE - OTHER	0	0	0	2
53001	DISORDERLY CONDUCT	0	0	3	8
53002	PUBLIC PEACE - OTHER	0	0	1	0
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	0	1	10	13
54002	OUIL OR OUID	0	0	7	14
54003	DRIVING LAW VIOLATIONS	1	3	51	73
55000	HEALTH AND SAFETY	3	3	40	10
57001	TRESPASS	0	2	3	8
70000	JUVENILE RUNAWAY	1	1	2	9
70004	Juvenile Issues	0	0	1	1
73000	MISCELLANEOUS CRIMINAL OFFENSE	2	2	8	7
90001	Vehicle Lockouts	8	22	133	157
90002	Motorist Assists	1	2	21	32



## Offense Count Report

## Report Criteria:

Start Offense	End Offense		
01000	99009		
<b>FEBRUARY 2018</b>	<b>TOTAL 2018</b>	<b>TOTAL 2017</b>	<b>TOTAL 2016</b>
02/01/2018-02/28/2018	01/01/2018-02/28/2018	01/01/2017-12/31/2017	01/01/2016-12/31/2016

Offense	Description	FEBRUAR' 2018	TOTAL 2018	TOTAL 2017	TOTAL 2016
90003	Assist E.M.S.	16	33	167	160
90005	City Ordinance Violations	1	1	16	40
90006	Prisoner Transports	0	0	1	0
90007	Parking Complaints	0	0	7	3
90008	ANIMAL COMPLAINTS	1	1	17	12
90009	Maplewood Manor Alarm / Criminal History Checks	0	1	0	2
91001	Delinquent Minors	3	3	15	4
91002	Runaway	0	0	2	0
91004	Abandoned Vehicle	0	0	5	5
92003	Walk Away (Ment. & Host.)	0	0	2	4
92004	Insanity	1	2	15	14
93001	PROPERTY DAMAGE ACCIDENT/PI	7	10	43	44
93002	Accident, Non-Traffic	0	0	14	20
93003	Civil Traffic Violations	0	0	0	1
93004	Parking Violations	0	0	0	4
93006	Traffic Policing	1	1	6	2
93007	Traffic Safety Public Relations	3	3	0	1
93008	Inspections/Investigations -Breathalyzer	0	0	2	1
94001	Valid Alarm Activations	0	0	2	1
94002	False Alarm Activations	5	13	74	63
95001	Accident, Fire	0	0	3	4
95003	Inspection, Fire	0	0	0	1
97001	Accident, Traffic	0	0	1	0
97003	Accident, Other Shooting	0	0	1	0
98000	Other Types Not Listed	0	0	0	3
98002	Inspections/Investigations -Motor Vehicles	0	0	0	1
98003	Inspections/Investigations -Property	0	1	9	8
98004	Inspections/Investigations -Other	0	0	1	3
98006	Civil Matters/Family Disputes	4	6	58	29
98007	Suspicious Situations/Subjects	8	20	182	215
98008	Lost/Found Property	0	1	17	14
98009	Inspections/Investigations -Drug Overdose	0	0	0	3
99001	Suicide	0	0	1	1
99002	Natural Death	0	0	4	4
99003	Missing Persons	0	0	2	3
99007	PR Activities	2	2	14	5
99008	General Assistance	24	42	234	321
99009	General Non-Criminal	0	2	28	24
<b>Totals:</b>		<b>103</b>	<b>209</b>	<b>1377</b>	<b>1542</b>



# Communications

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3rd Annual Surline Elementary PTO

## **COLOR RUN**

June 1, 2018

Dear Community Friend,

We are excited to be planning our 3rd Annual COLOR RUN to benefit the students and staff at Surline Elementary School. With the help of our community, we have had a great first 2 years! We are hoping to spark even more interest this year; our goal is to increase not only our student participation, but also our community participation. This year's event will be held in cooperation with the Downtown Merchants as a Friday evening event. The event will center around the Color Run, but will also include many area vendors and booths promoting healthy lifestyles and, of course, KIDS! The Color Run course and our staging area will all be taking place downtown this year.

We could not provide an event of this size without the help of our amazingly generous community. We are in great need of sponsors to help cover some very important details. Below are some sponsorship options for your consideration.

**Option #1: We are in need of some large monetary donations to help cover the cost of the t-shirts** provided to the registrants. Sponsors names and/or logos will be printed on the back of the t-shirts. If you are interested, please contact us to finalize details that will fit your expectations and budget; this sponsorship is expected to be \$1000 - \$250 minimum.

**Option #2: \$100 sponsors** will have a sign placed along the event route for all participants to see.

If you are interested in helping us fund this wonderful event, please fill out the attached Commitment Form; and return it by April 27, 2018.

The Surline Elementary PTO and students are grateful for your sponsorship consideration. Please feel free to contact us with any questions or requests to pick up your sponsorship form & payment.

Surline Elementary PTO Color Run Committee

Leah Pauley - 989-312-2725 - Sponsor Committee

Jenny Dings - 989-345-9660 - Sponsor Committee

Jenny Winter - Surline Elementary Teaching Staff

Arianna Franciosi - Surline Elementary PTO

Don't forget to sign up to run or walk in this fun event:

Online registration is open now at: **[sesptocolorrun.eventbrite.com](https://sesptocolorrun.eventbrite.com)**

***Sponsor Commitment Form attached.***

3rd Annual Surline Elementary PTO

# COLOR RUN

June 1, 2018

## Sponsor Commitment Form

**Yes! I would like to sponsor the 2018 Surline Elementary COLOR RUN.**

Please check one or more boxes below...

☐ **Option #1: T-Shirt sponsors.** Your name and possibly your logo will be printed on the back of the participant t-shirts. Size of print/logo will depend on monetary donation. \$1000 - \$250 sponsorship. *I would like to donate \$\_\_\_\_\_ for the t-shirt sponsorship.*

☐ **Option #2: \$100 Sign sponsors.** We will place a sign with your name on it along the route for all participants to see.

**Sponsorships due by April 27, 2018** (we cannot guarantee t-shirt listing if submitted late)

### Sponsor Details

Business/Sponsor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Payment information: amount \$\_\_\_\_\_ check#\_\_\_\_\_ or cash\_\_\_\_\_

Signature: \_\_\_\_\_

Don't forget to register to join the fun at [sesptocolorrun.eventbrite.com](http://sesptocolorrun.eventbrite.com)

Thank you from Surline Elementary PTO, Staff & Students! Please mail this form & check ASAP.

Payable to: **Surline Elementary School**

**Mail to: Surline Elementary Attn: PTO Color Run Sponsor, 147 E State St, West Branch, MI 48661**

Feel free to contact a PTO-Color Run Committee member: Leah Pauley 312-2725 or Jenny Dings 345-9660



Heather Grace &lt;citymanager@westbranch.com&gt;

**Representative John Moolenaar responding to your message**

1 message

**Representative John Moolenaar** <MI04JMima@mail.house.gov>  
To: citymanager@westbranch.com

Mon, Mar 12, 2018 at 4:03 PM



**Congress of the United States**  
**House of Representatives**  
**Washington, DC 20515-3605**

March 12, 2018

Dear Heather,

Thank you for contacting my office regarding President Trump's Rebuilding Infrastructure in America Plan. As always, I welcome your input.

The President's infrastructure plan aims to spur private investment, emphasize rural infrastructure, and return decision-making authority to state and local governments. The plan would invest \$200 billion in Federal funds to create an Infrastructure Incentives Program, Transformative Projects Program and Rural Infrastructure Program. The plan also expands a number of existing infrastructure financing programs and establishes an Interior Maintenance Fund. The bulk of the funds would be awarded to state and local governments, and allocated to infrastructure projects they prioritize.

Further, the President's plan proposes to reform Federal education and workforce development programs, streamline the permitting process, and reduce regulatory barriers. The plan expands the eligibility for Pell Grants and reforms the Perkins Career and Technical Education Program to give more students access to high-quality programs and develop the skills needed to be successful in today's economy. The plan also requires a single lead Federal agency when conducting project permitting reviews, and sets firm deadlines to reduce duplication and ensure reviews are done in a timely manner while not compromising safety.

President Trump's infrastructure plan provides a framework on the Administrations priorities, but ultimately Congress and the people will have its say in the process. In fact, the House Committee on Transportation and Infrastructure has already held hearings to craft a legislative proposal.

I understand there are many priorities my constituents hope to see addressed in an infrastructure proposal. I am encouraged that the President's plan emphasizes rural infrastructure and reduces burdensome regulations. However, I am hesitant that it will not spur sufficient investment where Michiganders need it most: roads, bridges, schools, energy systems, and waterways. Moreover, I am concerned that unique projects like the Great Lakes Restoration Initiative and Soo Locks Modernization and Replacement may be overlooked. In the past, I have worked in a bipartisan manner to defend the Great Lakes from substantial cuts by both Presidents Trump and Obama, along with securing funds for rural infrastructure and community development projects.

As a member of the House Committee on Appropriations, I am committed to ensuring Michigan's priorities are considered in any final legislative proposal. I will continue to work with my colleagues to

craft legislation that aims to be a good steward of taxpayer dollars and promote policies that are in the best interest of residents in Michigan's Fourth Congressional District.

Again, thank you for your correspondence. Please do not hesitate to contact me with future questions or comments.

Sincerely,



JOHN MOOLENAAR  
Member of Congress



*For up-to-date information on issues, events and other topics of interest, please sign up for my e-newsletter at [www.moolenaar.house.gov](http://www.moolenaar.house.gov).*



## Join Us for National Service Recognition Day!

I'm excited to share an opportunity to recognize the important contributions of national service in your community.

The sixth annual **National Service Recognition Day** will take place on **April 3, 2018**. The goal is to highlight the impact of AmeriCorps and Senior Corps national service programs in tackling local problems and managing volunteers for greater impact, and to thank national service members for their commitment. Participating in the day will highlight the importance of citizen service, bolster support for nonprofit and national service groups, and help bring more residents into service.

Last year, 4,520 mayors, county officials, and tribal leaders representing more than 194 million citizens participated. Several officials have already reenrolled this year.

We are asking officials to consider participating by filling out the online pledge on the Corporation for National and Community Service website: <https://www.nationalservice.gov/special-initiatives/national-service-recognition-day/register-here>. Further participation in the recognition day is just as easy and flexible. Your office could:

- Issue a proclamation
- Visit a national service program
- Organizing an event to celebrate volunteer contributions
- Put out a press release, report, or op-ed on the impact of national service in your city
- Join with an AmeriCorps or Senior Corps program on a service project
- Consider becoming an "[Employer of National Service](#)"
- Use Twitter, Facebook, and other social media outlets to thank those who serve

Attached, please find a National Service Recognition Day fact sheet. Additional resources can be found on our website: <https://www.nationalservice.gov/special-initiatives/national-service-recognition-day/resources>.

I will have an AmeriCorps National Civilian Community Corps (NCCC) team serving in your area from March 13 – April 26, 2018. If you are interested in meeting the team and seeing some of the service work they are doing in your community, please let me know. AmeriCorps NCCC is a full time, team based national service program. We work with nonprofit organizations as well as tribal, state, and local agencies to complete projects that typically last 6 – 8 weeks. Attached is a fact sheet about the program.

Thank you for your leadership, and please let me know if you would like more information about participating in National Service Recognition Day this year. You can reach me at [jburns@cns.gov](mailto:jburns@cns.gov) or via phone at 202-409-6556. Have a wonderful day!

In service,

Jody C. Burns  
Deputy Region Director for Programming  
AmeriCorps NCCC



# NATIONAL SERVICE RECOGNITION DAY

Join us on **April 3, 2018!**



On **National Service Recognition Day**, thousands of local leaders take time to honor AmeriCorps members and Senior Corps volunteers by participating in recognition events, issuing official proclamations, and taking to social media in a nationwide show of appreciation. The sixth-annual National Service Recognition Day will take place on **Tuesday, April 3, 2018**. This initiative is led by the Corporation for National and Community Service (CNCS), the National League of Cities, the National Association of Counties, and Cities of Service.

Mayors and city leaders, county officials, and tribal leaders across the country are using national service more and more to solve their community's toughest challenges. CNCS, America's leader in volunteering and service efforts, engages over 325,000 AmeriCorps members and Senior Corps volunteers in national service at more than 50,000 locations each year. Through partnerships with schools, faith-based groups, non-profits, and local agencies, national service members are embedded within the communities they serve, using their ingenuity and training to make a tangible, lasting impact. Whether responding to natural disasters, tackling the opioid epidemic, educating students for the 21<sup>st</sup> century workforce, or supporting veterans and military families, AmeriCorps members and Senior Corps volunteers help local leaders make their communities stronger.

**If you're a local leader, we'd love for you to get involved! To register or learn more, please visit [NationalService.gov/RecognitionDay](http://NationalService.gov/RecognitionDay).**

For any questions or assistance, contact [RecognitionDay@cns.gov](mailto:RecognitionDay@cns.gov). Contact your CNCS State Office about local recognition events. Find them at [NationalService.gov/state-offices](http://NationalService.gov/state-offices).



# FREQUENTLY ASKED QUESTIONS

NATIONAL  
SERVICE  
RECOGNITION  
DAY  

## Who participates?

Mayors, city council members, county officials, tribal leaders, and other local elected leaders of any jurisdiction. Everyone is encouraged to take part in thanking their local AmeriCorps members and Senior Corps volunteers!

## What are the goals of the day?

- Thank national service members for their commitment and impact on local communities.
- Highlight how local leaders use national service to solve their toughest challenges.
- Build public awareness about the impact of national service on the nation's cities, counties, and tribal areas.

## What happened last year?

On April 4, 2017, more than 4,520 elected officials – representing 194 million Americans – participated in the fifth-annual National Service Recognition Day.

## How can local leaders get involved?

National Service Recognition Day provides a unique opportunity for local officials to honor constituents who are serving their communities. Local leaders can:

- Hold a public recognition event, or visit/speak at a recognition event in their area.
- Issue a proclamation naming April 3<sup>rd</sup>, the first Tuesday in April, as “National Service Recognition Day.”
- Take a group photo with national service members and post it online.
- Serve with AmeriCorps members and Senior Corps volunteers as a “member for a day.”
- Write or sign onto an op-ed about national service members’ unique contribution to their community.
- Issue a press release on the scope and impact of national service.
- Announce that their city/county/tribal government is becoming an Employer of National Service ([NationalService.gov/employers](http://NationalService.gov/employers)).
- Film an appreciation video thanking AmeriCorps and Senior Corps members for their service.
- Use Twitter, Facebook, and other social media to thank national service members.

## How can we help?

Contact us at [RecognitionDay@cns.gov](mailto:RecognitionDay@cns.gov) to discuss different ways you can get involved. To learn more about national service in your community, contact the CNCS Director in your state. Find them at [NationalService.gov/state-offices](http://NationalService.gov/state-offices).

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*The Corporation for National and Community Service is a federal agency that engages millions of Americans in service through its AmeriCorps, Senior Corps, and Volunteer Generation Fund programs, and leads the nation's volunteering and service efforts.*





AMERICORPS NCCC

LEAVE  
YOUR  
MARK

# AmeriCorps

National Civilian Community Corps

**MAKE A DIFFERENCE.  
GAIN NEW SKILLS.  
TRAVEL THE COUNTRY.**



## What is NCCC?

AmeriCorps National Civilian Community Corps (NCCC) is a full-time, team-based residential service program for young adults who want to give back to communities in need at different locations across the country. For 10 months, you'll work on four to six projects such as: engaging youth; building and rehabilitating homes for families in need; cleaning up parks, streams, trails, and shorelines; fighting and preventing wildfires; and helping communities recover from disasters. You'll be assigned to one of five campuses across the country.

What you will get out of the experience:

- The opportunity to travel across the country
- Valuable skills to enhance your resume—such as leadership and team building
- CPR, first aid, and disaster response training
- Room, board, healthcare, uniform, and equipment
- A living allowance of about \$4,000
- The ability to defer qualified student loans
- A Segal AmeriCorps Education Award of at least \$5,730 to help pay for college, graduate school, or pay back qualified student loans
- The satisfaction of helping communities and making our country a better place

*My goal has always been  
further my education and  
NCCC puts me one step  
closer to reaching that goal  
— Clondy De La Rosa,  
AmeriCorps NCCC member  
Santa Rosa, California*



## Join AmeriCorps NCCC today!

Apply at [www.AmeriCorps.gov/NCCC](http://www.AmeriCorps.gov/NCCC) or call 800-942-2677 (TTY 800-833-3722).

Follow us on Facebook at AmeriCorpsNCCC and Twitter @AmeriCorpsNCCC.

We offer service opportunities without regard to race, color, national origin, disability, gender, sexual orientation, religion, political affiliation, and other non-merit factors.

AmeriCorps NCCC is a program of the Corporation for National and Community Service (CNCS), the federal agency investing in and mobilizing Americans in service and volunteerism.

Corporation for  
**NATIONAL &  
COMMUNITY  
SERVICE** ★★ ★



## Behavior Flow

Oct 28, 2011 - Mar 7, 2018

Automatically Grouped Pages

Level of Detail

Export

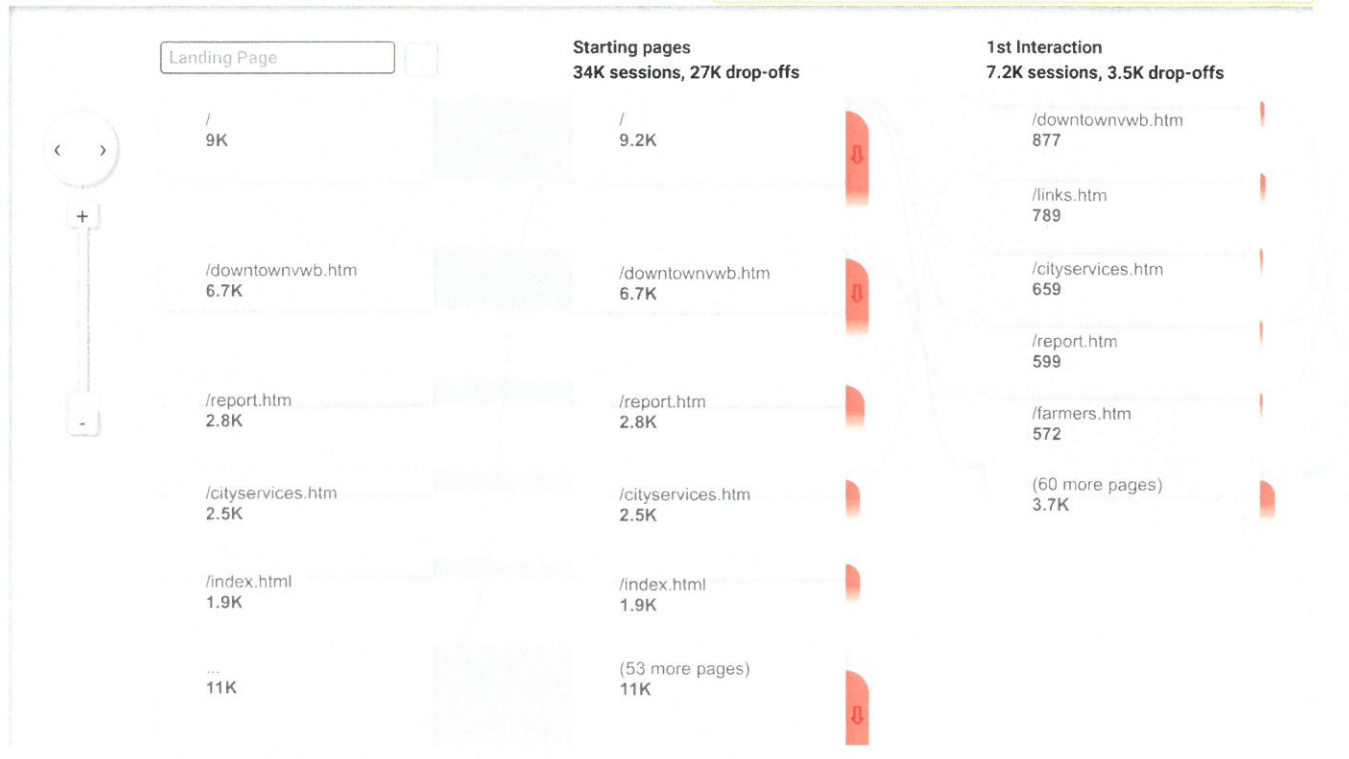


All Users

100.00% Sessions

+ Add Segment

This report is based on 34K sessions (100% of sessions). [Learn more](#)





## Overview

SAVE

EXPORT

SHARE

INTELLIGENCE

Oct 28, 2011 - Mar 7, 2018



All Users  
100.00% Pageviews

+ Add Segment

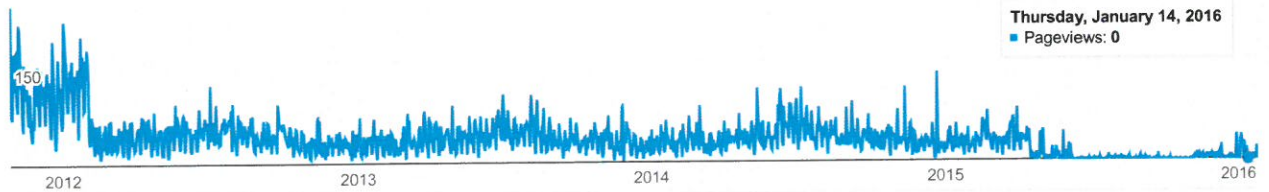
### Overview

Pageviews vs. [Select a metric](#)

Hourly Day Week Month

Pageviews

300



Pageviews

63,190



Unique Pageviews

46,244



Avg. Time on Page

00:01:49



Bounce Rate

64.55%



% Exit

53.34%





## Acquisition Overview

SAVE

EXPORT

SHARE

INTELLIGENCE



All Users  
100.00% Sessions

+ Add Segment

Primary Dimension:

Conversion:

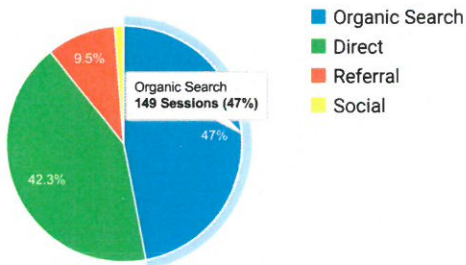
Top Channels

All Goals

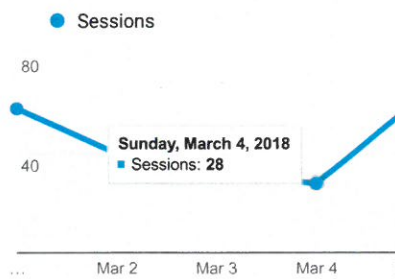
[Edit Channel Grouping](#)

Mar 1, 2018 - Mar 7, 2018

### Top Channels



### Sessions



### Conversions



### Acquisition

Sessions	% New Sessions	New Users
317	76.34%	242

### Behavior

Bounce Rate	Pages / Session	Avg. Session Duration
75.39%	1.52	00:01:01

Denise

2/18

Thank you for coming to Grayling  
for the passing of the paddle and for  
a very worthwhile listening session  
in West Branch. Also, thanks for the  
key to the City. I look forward to  
exciting progress in West Branch!

Best wishes

*[Signature]*

GOVERNOR RICK SNYDER

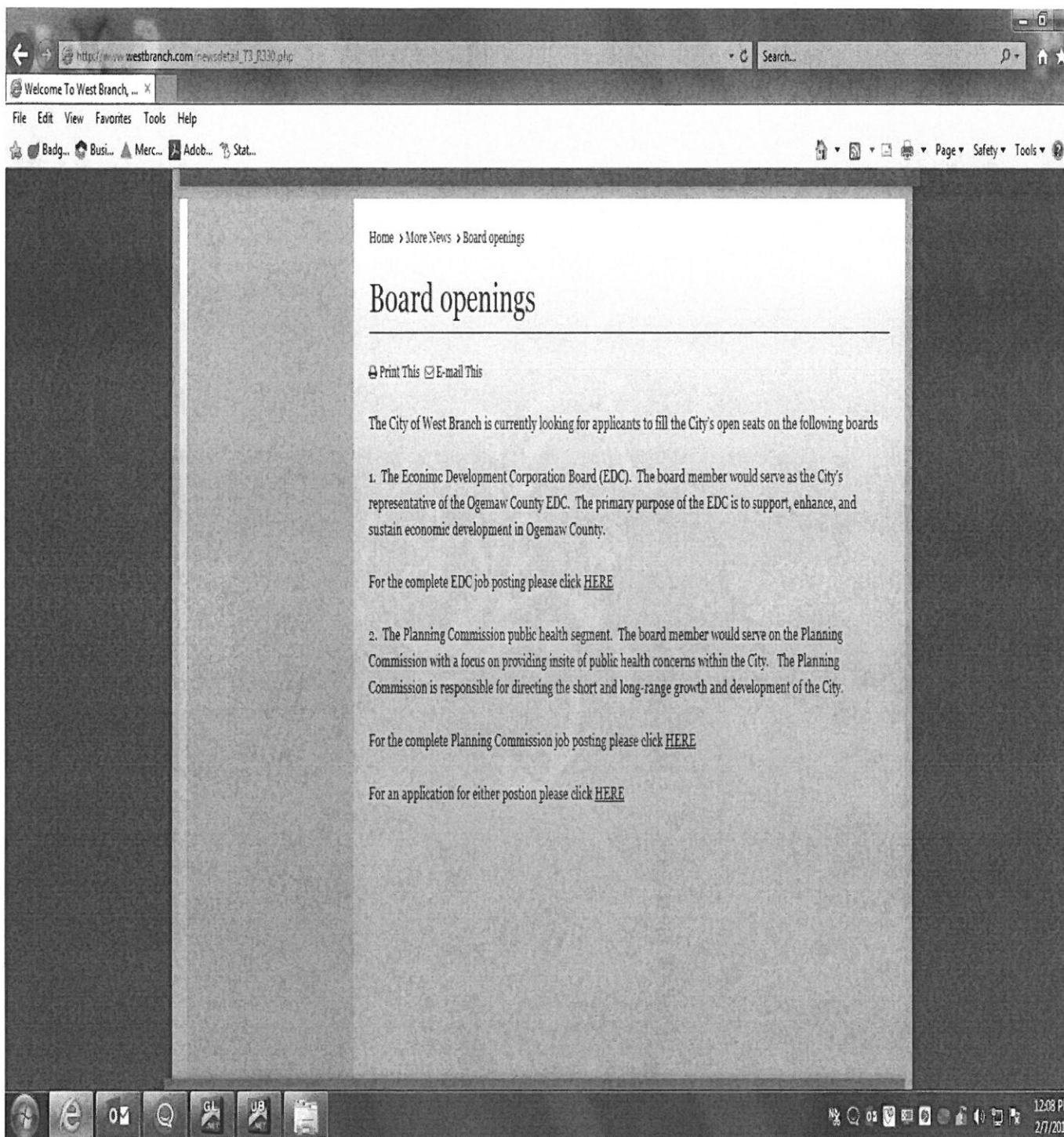
# **Reports**

**Mayor**

**Council**

**City Manager**





The City of West Branch is seeking an applicant to represent the City of West Branch on the Ogemaw County Economic Development Corporation (EDC). The focus of the EDC is to support, enhance, and sustain economic development in Ogemaw County. Applicants are asked to submit a board application by Wednesday March 14<sup>th</sup> at 4:30 pm to City Hall at 121 N. Fourth St., West Branch, MI 48661, by fax at 989-345-4390, or by email at [cityhall@westbranch.com](mailto:cityhall@westbranch.com). Listed below is the EDC job description. If you have any questions, please feel free to contact City Hall at the addresses above or by phone at 989-345-0500.

The mission of the Economic Development Corporation is to support, enhance, and sustain economic development in Ogemaw County. Duties will encompass a variety of tasks with a primary focus on the economic development of Ogemaw County. It is composed of 15 members with one member being a representative of the City. The City representative is appointed by the City Mayor with approval of City Council and then submitted to the County for final approval. Each member will be appointed with no maximum term limit. The board meets on the 3rd Monday of each month at 5:15 PM at the Michigan Works Region 7B Center, located at 2389 S. M-76 in West Branch.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Attend and contribute to all meetings.
- Communicator, acting as facilitator/linker with municipalities, organizations, and agencies.
- Provider of educational resources for current and future needs.
- Trend monitor
- Clearinghouse for information
- Enhancer for the current business environment.
- Any other duty and/or responsibility reasonably necessary to carry out the purposes and duties as may be from time to time assigned by the Board.

#### **PERIPHERAL DUTIES AND RESPONSIBILITIES**

- Attending professional development workshops and conferences to keep updated on trends and developments in the field of economic development.
- Attending important EDC functions, events, etc. (business openings, ground breaking ceremonies, etc.)

#### **NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES:**

- A willingness and ability to gain knowledge of basic laws and regulations affecting the operation of the EDC.
- A passion for progress and continuing improvement.

- A willingness to deal with the public, citizen groups, local governmental staffs, and media with a commitment to work collaboratively.
- Ability to represent the EDC at internal and external meetings if needed.
- A willingness to work with other members of the EDC

We did not receive any  
applications for the  
EDC board

The City of West Branch is seeking an applicant to represent the Public Health segment of the Planning Commission. The Planning Commission is responsible for directing the short and long-range growth and development of the City. The Planning Commission is a paid board position of \$25 per meeting and meets the second Tuesday of every month at 6:00 pm and the fourth Tuesday of each month as needed at City Hall. Terms are for three years with the filling of the current term to end on 11/30/20. Applicants are asked to submit a board application by Wednesday March 14<sup>th</sup> at 4:30 pm to City Hall at 121 N. Fourth St., West Branch, MI 48661, by fax at 989-345-4390, or by email at [cityhall@westbranch.com](mailto:cityhall@westbranch.com). Listed below is the Planning Commission job description. If you have any questions, please feel free to contact City Hall at the addresses above or by phone at 989-345-0500.

The Planning Commission is an advisory body to the City Council, which is responsible for directing the short and long-range growth and development of the City through the maintenance and implementation of the City's Zoning Code, Master Plan, and other associated specific plans. It is composed of nine members with one member being from the City Council, one member the City Manager, and seven qualified electors of the City. Members are appointed by City Council, based on nominations from current members of the Planning Commission. Each Commissioner will be appointed to a three-year term with no maximum term limit.

#### Duties:

- In order to implement the Master Plan, the Planning Commission is empowered to administer the City's zoning laws, ordinances, rules and regulations which:
- Regulate the use and appearance of buildings, structures and land.
- Regulate signs and billboards.
- Regulate location, height, bulk, number of stores, and size of buildings and structures; the size and use of lots, yards, courts, and other open spaces; the percentage of a lot which may be occupied by a building or structure; the intensity of land use.
- Establish requirements for off-street parking and loading.
- Establish and maintain building setback lines.

The Planning Commission also reviews environmental documents and capital improvement programs.

#### Desirable Qualifications:

A Planning Commissioner's primary job is to make land use decisions that are consistent with the policies and plans formally adopted by the City Council. Therefore, the first priority of a Planning Commissioner must be to develop decision-making skills and knowledge of City

policies. It is not critical to have training in fields such as planning, architecture, law, civil engineering, geology, economics, or demography. These are skills that are available to the Commissioner from staff, consultants, and the applicant. The commissioner's job is to weight the professional input given in staff reports, environmental impact reports, and consultant reports. A commissioner is much like a judge who is trained to render a legal decision based on the testimony of experts and others who appear as witnesses in a trial.

Suggested qualifications for a Planning Commissioner include:

- A willingness and ability to research and report on issues, programs and policies related to development issues.
- A willingness to attend night meetings on a regular basis.
- A willingness to assist in implementing projects as decided upon by the City Council.
- The ability to sustain harmonious working relationships with Commission members, the City Council, residents, and the public.
- A willingness to attend extracurricular meeting and training seminars related to regional planning uses.
- The Planning Commission will strive to encourage as many participants from various stakeholders of the City such as the Downtown Development Authority, Downtown Retail Merchants, industrial park business owners, residential members, multi-family housing institutions, medical/health fields, financial institutions, and developers.

*The following is a message from Mayor Denise Lawrence:*

*Thank you for considering joining the Planning Commission! As a Citizen Planner you are looking forward to a rich and challenging experience. Remember that being an effective Planning Commission Member requires you to get involved in the community, become informed, and use common sense, fairness, and objectivity towards all that comes before you. It is your responsibility to balance the public good with private rights and interests.*

*Your involvement and service is a critical component in shaping our community's future. Never forget that you are serving the common good of all the residents of the community.*

*Thanks again,*

*Denise*



## City of West Branch

121 N. Fourth St., West Branch, MI 48661  
Phone 989-345-0500 ☺ Fax 989-345-4390 ☺ email cityhall@westbranch.com

### APPLICATION FOR PLANNING COMMISSION

Name Gvelyn Sehenk  
Address 345 Irons Park Drive  
Phone 989-390-0900 (cell/phone)  
Email schevey@gmail.com  
City Resident? Yes X No      How Long? 4 yrs  
Please list any previous City appointments or offices NA

Please list any relevant employment or professional activities \_\_\_\_\_

DIRECTOR OF FACILITIES: KIRTLAND COMM COLLEGE (RETIRED)

NEEA (MIDWEST ENERGY EFFICIENCY ALLIANCE): INSTRUCTOR & COORDINATOR  
Other community affiliations/activities you feel would be a benefit to this position \_\_\_\_\_

NEEA: (NATIONAL) - BO MEMBER

SUSU: ADJUNCT FACULTY (COMP. SCIENCE)

Are you aware of the meeting schedule for this Board or Commission, and are you available to attend regularly scheduled meetings?

Aware of schedule? Yes X No      Can attend? Yes X No      Unsure     

City Ordinance 17-04, Section 32.032, scheduled for enactment on 11/20/17, requires board members to represent at least one of the following important segments of the community.

(Please select the segment/segments that you believe you represent)

☒ Recreation  
☒ Education  
☒ Public Health

☐ Government  
☐ Transportation  
☐ Industry

☐ Commerce  
☐ Residential



Please list your background in the segment/s that you have chosen \_\_\_\_\_

I've worked in education the past 20 years - former Facilitator

Director @ KCC & current faculty @ SVSU. I'm active myself  
& believe an active, progressive community invites growth.

Also OSHA, MIOSHA, CMH, EPA, DNR, WWTP,

Why are you interested in serving on the Commission? I have experience in

economic/educational planning & development & the ability

to implement change working w/ individuals, community members  
Regulatory agencies & local businesses.

What talents or experience would you bring to the position? \_\_\_\_\_

experience, energy conservation, computer skills,

educator, project management, leadership, administrator  
Health & Safety

Any other information you wish to provide for Mayor and Council consideration? \_\_\_\_\_

I enjoy people and I've experienced working with many org.  
I'm a good listener! I am experienced in managing multiple projects!

I appreciate progress!

Brylyn Schenk

Signature

2/24/18

Date

Thank you for your interest in serving on the Planning Commission.

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

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

Upon appointment, you will be required to stop by City Hall to complete a W-4, MI W-4 and an I-9 form along with supplying a copy of your driver's license and social security card or a copy of your passport. In addition you will need to be sworn in the City Clerk prior to attending your first meeting.

**Public  
Comment  
-Any  
Topic**

# **Adjournment**