



**WHEREAS,** The City of West Branch has undertaken development of a Master Plan to guide development; promote the public health, safety, and welfare of the City; to encourage the proper use of resources; to facilitate public improvements; and to consider the character of the City and suitability of particular land uses, and

**WHEREAS,** Section 43(3) of Public Act 33 of 2008, commonly known as the Michigan Planning Enabling Act, gives the City Council the authority to assert the right to make final approval or rejection of said Master Plan, and

**WHEREAS,** The West Branch City Council has a responsibility to the citizens of the City of West Branch to provide for and promote the public health, safety and general welfare of the City, and,

**NOW, THEREFORE BE IT RESOLVED,** that the West Branch City Council hereby asserts the authority to make the final approval or rejection of the City of West Branch Master Plan as a guideline for improving the overall quality of life for the residents of the City of West Branch.

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

**No – None**

**Absent – None**

**Motion carried**

\* \* \* \* \*

A DDA maintenance program agreement was presented to Council which would allow for an annual fee for work performed by City staff in the DDA district. It was noted that the agreement was approved by the DDA at their last meeting.

**MOTION BY LAWRENCE, SECOND BY JACKSON, TO APPROVE THE ANNUAL MAINTENANCE PROGRAM FOR THE CITY OF WEST BRANCH DDA FOR 2018-2019**

**Annual maintenance program for the City of West Branch DDA 2018-2019**

**1. SIDEWALK WINTER MAINTENANCE PROCEDURES AND POLICIES**

A. During regular work day hours, the Public Works Department personnel will monitor the condition of DDA sidewalks for possible actions or applications needed to insure safe pedestrian travel. There are a number of elements that must be taken into consideration before a reasonable and responsible course of action can be taken. The DPW Superintendent will be the final say in what course of action is to be taken.

**B. Depth of Snowfall**

- The course of action will be determined by the amount and duration of snowfall.
- City staff will typically remove snow from the sidewalks upon 2" of snowfall.

- Additional salting and snow plowing will be at the discretion of the DPW Superintendent.
- Business owners will still be responsible for the upkeep of the sidewalks in front of their business until City crews are on site.

#### C. Sidewalk Winter Maintenance Locations

The following sidewalks will be maintained with a priority falling on the sidewalks on Houghton Ave between First and Fifth St.

- North and South side of Houghton Ave from First St to M-30.
- East and West side of North Second from Houghton to the river.
- East and West side of North Third from Houghton to the river.
- East and West side of North Fourth from Houghton to the river.
- West side of South Second from Houghton to Wright.
- East and West side of South Third from Houghton to Wright.
- East and West side of South Fourth from Houghton to Wright.
  - North and South side of Wright from Second to Third.

#### D. PENALTY FOR ADDITIONAL SIDEWALK WORK

- If City crews are used to correct problems, property owners will be billed for time and materials.
- In some cases, deliberate actions may constitute illegal activity.

### 2. ADDITIONAL ITEMS OF MAINTENANCE

#### A. Pocket Park

- City crews will be responsible for the maintaining of the water at the Pocket Park water fountain including the filling and draining of the fountain as well as the monitoring of water quality and levels.
- If any mechanical parts or repairs are needed, those issues will be brought before the DDA Board for approval of repairs.

#### B. Downtown Lights

- City crews will be responsible for replacing light bulbs in the downtown light poles as well as the decorating of the poles for Christmas.

#### C. Downtown Flowers

- City crews will be responsible for the placement of flower pots in the spring and removal of flower pots in the fall.
- DDA will be responsible for notifying the DPW Superintendent of the dates the flowers will be planted in order to schedule the placement. The removal of the pots will be at the discretion of the DPW Superintendent.

D. Additional Work

- Any additional work requested will be provided upon approval of the DPW Superintendent with time and material be based on current labor rates and State of Michigan approved rental rates.

3. INTERGOVERNMENTAL AGREEMENT

- The City of West Branch and the West Branch DDA agree to the above maintenance agreement on a per fiscal year basis.
- The amount of the agreement will be determined upon review of costs on a year by year basis
- The amount agreed upon for the fiscal year of July 1, 2018- June 30, 2019 is in the amount of \$15,000

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

**No – None**

**Absent – None**

**Motion carried**

\* \* \* \* \*

**MOTION BY SCHAIBERGER, SECOND BY SHOWALTER, TO APPROVE RESOLUTION 18-20**

**RESOLUTION #18-20**

WHEREAS, on December 4, 2017 a motion was made by City of West Branch Council Member Rusty Showalter and seconded by Council Member Aaron Tuttle and unanimously approved to adopt Resolution 17-20, which committed a total of \$44,543.01 from the General fund to be spent as matching funds for a wayfinding signage grant, and

WHEREAS, the City was notified that it was not awarded the grant and; therefore, the money no longer needed to be committed, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby formally uncommits the total amount of \$44,543.01 to be spent on wayfinding signage and returns the funds to the General Fund to be spent as needed during the 2018-2019 fiscal year.

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

No – None

Absent – None

Motion carried

\* \* \* \* \*

MOTION BY SCHAIBERGER, SECOND BY SHOWALTER, TO APPROVE THE FOLOWING CEDAM MEMORANDUM OF UNDERSTANDING.

**The Community Economic Development Association of Michigan (CEDAM)**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**For Hosting a Project Rising Tide Fellow**

***Memorandum of Understanding***

THIS AGREEMENT, made and entered into as of the 5<sup>th</sup> day of October, 2018, by and between CEDAM (Client), represented by Jamie Schriener; and Community Point Person (hereinafter referred to as the “Community.”)

**WITNESSETH THAT**

The aforementioned parties mutually agree as follows:

- 1. That the Community shall, in a satisfactory and proper manner as determined by CEDAM, perform any of the duties enumerated on the attached **Exhibit I**, with specific duties to be mutually determined on a monthly basis between the Client and the Community.
- 2. This Agreement shall cover work performed by the Community during the approximately fifteen month period: **October 1, 2018 – December 31, 2019.**
- 3. The Client, as represented by Jamie Schriener, shall supervise the Community during the performance of this contract with respect to the managerial responsibilities, services and deliverables as defined herein and has authority to execute this contract and/or its written modifications or additions with pre-approval from all parties.
- 4. Contract Price and Payment.
  - a. The total amount to be paid by CEDAM to the Community under this Agreement shall not exceed \$2,000. The Community shall bill once upon execution of the MOU.\*
  - b. All incidental expenses shall be the responsibility of the Community, including mileage reimbursement, parking, conference calling and other expenses related to performance of contract duties.

\*Note: These are budget amounts only and they may be changed by mutual agreement of the Client and the Community but these changes will not affect the total amount of the contract unless

amended by mutual agreement of the Client and the Community.

c. Payment will be made in one installment(s) upon presentation of invoice submitted upon execution of MOU.

- (1) Time period the invoice covers.
- (2) Specific services performed within the billing period.
- (3) Number and amount of current invoice.
- (4) Balance remaining on contract.
- (5) Community's address and contact information.

d. CEDAM will render payments within 30 business days of receipt of invoice.

5. The Community shall maintain such records as are deemed necessary by CEDAM to assure proper account for all engagement costs. These records will be made available for audit purposes to CEDAM and the Auditor General of the State of Michigan, or any authorized representative, and will be retained for three years after the expiration of the Agreement unless permission to destroy them is granted by both CEDAM and the State of Michigan.

6. Nondiscrimination. In connection to this agreement, Community shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Acts, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, gender, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. Community further agrees that every subcontract entered into in connection with this Agreement will contain a provision requiring nondiscrimination in employment, as required in this Agreement, binding upon each subcontractor.

Pursuant to 1980 PA 278 (the "Act"), MCL 423.321 *et seq.*, the Client shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. Community, in relation to this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, Client may void this Agreement if, after the Starting Date, the name of the Community as an employer or the name of the subcontractor, manufacturer or supplier of the Community appears on the register.

A breach of this Paragraph constitutes a material breach of this Agreement.

7. In the event the Community fails to perform services pursuant to this agreement to the satisfaction of the Client, the Client shall notify the Community of specific concerns to be remedied by the Community within 10 business days from the date of notification. After the 10 days have expired, the Client may terminate the contract with written notification to the Community if the Community does not remedy the outlined concerns to the satisfaction of the Client, or the Client shall provide the Community with a letter stating that the items have been remedied to the

satisfaction of the Client. Termination of this agreement is the only remedy that may be pursued if the Client is not fully satisfied with the work of the Community.

8. The Community hereby represents that the personnel it will assign to perform the services under this contract will be only Host Community Point Person and that she or he possesses the requisite education, competence and experience to perform such services. The Community further acknowledges and agrees that such personnel may be subject to the evaluation and approval of CEDAM, which shall retain the right to determine the sufficiency of the education, competence and experience of the personnel assigned to perform the services identified in the attached exhibit of this contract. The Community is acting as an independent agent and is not an employee of the Client. The Community is responsible for the payment of income taxes and for carrying insurance.

9. Confidential Information. Each party hereto shall hold in trust for the other party hereto, and shall not disclose to any non-party to the Agreement, any confidential information of such other party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming.

Community hereby acknowledges that during the performance of this contract, the Community may learn or receive confidential Client information and therefore Community hereby confirms that all such information relating to the client's business, or the business of CEDAM members, will be kept confidential by the Community, except to the extent that such information is required to be divulged to the Community's clerical or support staff or associates in order to enable Community to perform Community's contact obligation.

10. Complete Agreement. This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Community by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

11. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party.

12. The work product of the Community belongs to CEDAM.

13. This Agreement may be terminated with 30 day written notice at any time either by the Client, as represented by Jamie Schriener or the Community, as represented by Host Community Point Person. However, the Community shall be compensated hereunder for services satisfactorily performed prior to the date of termination.

14. The Community is required to show evidence of insurability and/or carrying coverage including general liability, business liability, worker's compensation, unemployment, and/or auto, as applicable.

**IN WITNESS WHEREOF**, CEDAM and the Community have executed this Agreement as of the date first above written.

## COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION OF MICHIGAN

\_\_\_\_\_  
**Jamie Schriener, Executive Director**

\_\_\_\_\_  
**Date**

### COMMUNITY

\_\_\_\_\_  
**Host Community Point Person**

\_\_\_\_\_  
**Date**

### Primary Community Contact Information

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

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

### EXHIBIT I

#### Scope of Work

1. The Community Economic Development Association of Michigan will:
  - a. Work collaboratively with Rising Tide communities to:
    - i. Develop fellow recruitment materials and applications
    - ii. Ensure that appropriate and qualified candidates are placed in communities
    - iii. Oversee development of fellowship training materials
    - iv. Provide guidance and support to fellows, as well as address issues that may arise with fellow's own individual participation in the program
    - v. Implement an evaluation plan congruent with the objectives outlined in grant
    - vi. Monitor systems for tracking outcomes and impacts of Rising Tide fellow activities and ensure contract compliance
    - vii. Coordinate feedback process for both Rising Tide communities and fellows
  - b. Develop public relation strategies for highlighting Rising Tide Fellowship success
  - c. Monitor program and grant budgets and ensure that fellows are meeting program goals
  - d. Administer fellow compensation, including funding for travel and professional

development required by CEDAM.

2. The PRT host community will:

- a. Identify a point person who will serve as a local supervisor and mentor for the fellow and as a liaison for CEDAM.
- b. Recruit, screen and interview fellow candidates October 1 – November 9, 2018. Submit final selection to CEDAM by November 9, 2018. CEDAM will assist with candidate recruitment, participate in final in-person interviews and approve final selection.
- c. Introduce the fellow to community stakeholders critical to advancing the goals of the community Action Strategies and fellow work plan.
- d. If available, provide adequate working space in a local office.
- e. Schedule bi-weekly meetings with the fellow to discuss progress towards work plan goals and offer guidance on advancing the community Action Strategies.
- f. Document any performance or behavior issues and immediately report them to CEDAM.

3. Joint Responsibilities

Both parties to the Memorandum of Understanding shall:

- a. Make every reasonable effort to ensure that the health and safety of the PRT fellows are protected during the performance of their assigned duties. Neither the host community nor the CEDAM shall assign or require fellows to perform duties which would jeopardize their safety or cause them to sustain injuries.
- b. Ensure that persons selected as PRT fellows are not related by blood or marriage to host community staff, CEDAM staff, officers or members of CEDAM's board.
- c. Contribute to a positive fellowship experience.
- d. Utilize mediation for conflicts, if necessary.

4. Non-Discrimination & Sexual Harassment

- a. No person with responsibilities in the operation of the project shall discriminate against any PRT fellow, member of the staff of or beneficiary of the project with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, gender, height, weight, political affiliation, marital or parental status, military service, physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position.
- b. Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. CEDAM and the host community are responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
  - i. Acts of "quid pro quo," sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether CEDAM or the host community, their agents or supervisory employees should have known of the acts.
  - ii. Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive work environment.
  - iii. Acts of sexual harassment toward fellow PRT fellows or non-employees, where

CEDAM or host community, their agents, or supervisory employees knew or should have known of the conduct, unless they took immediate and appropriate corrective action.

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

**No – None**

**Absent – None**

**Motion carried**

\* \* \* \* \*

A sole source vendor exception request was submitted to use Mercantile Bank for the financing of a water infrastructure project on Fairview Rd. Manager Grace noted that the reason for the request not to go out for a formal request for financing was due to the accelerated nature of needing approval for the financing and that Mercantile is already working with the City’s Bond Counsel and, therefore, would be the quickest way to get the financing approved.. She noted that due to recent leaks in that area, they would like to combine the water infrastructure repairs to the road project that is being paid for with Federal grant money and is scheduled for the spring of 2019.

**MOTION BY SHOWALTER, SECOND BY SCHAIBERGER, TO AWARD APPROVE THE SOLE SOURCE VENDOR REQUEST AND TO ALLOW THE USE OF MERCANTILE BANK FOR FINANCING OF THE INFRASTRUCSTURE PROJECT ON FAIRVIEW RD.**

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

**No – None**

**Absent – None**

**Motion carried**

\* \* \* \* \*

**MOTION BY SCHAIBERGER, SECOND BY BENNETT, TO APPROVE THE MINUTES AND SUMMARY OF MINUTES FROM THE MEETING HELD OCTOBER 15, 2018; AS WELL AS THE MINUTES FROM THE CLOSED SESSION DURING THE OCTOBER 15, 2018 MEETING.**

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

**No – None**

**Absent – None**

**Motion carried**

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**MOTION BY SHOWALTER, SECOND BY SCHAIBERGER, TO RECEIVE AND FILE THE TREASURER’S REPORT AND INVESTMENT SUMMARY; ADMINISTRATIVE BUDGET AMENDMENTS; THE MINUTES FROM THE ELECTION BOARD MEETING HELD OCTOBER 19, 2018; THE MINUTES FROM THE DDA BOARD MEETING HELD OCTOBER 3, 2018; THE MINUTES FROM THE PLANNING COMMISSION MEETING HELD SEPTEMBER 25, 2018; THE MINUTES FROM THE FIRE BOARD MEETING HELD JULY 17, 2018; THE MINUTES FROM THE RETAIL MERCHANTS MEETING HELD SEPTEMBER 4, 2018 AND THE MINUTES FROM THE AIRPORT BOARD MEETING HELD SEPTEMBER 19, 2018**

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

**No – None**

**Absent – None**

**Motion carried**

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A Charter cable lineup communication was shared

A MML training brochure was shared.

The 18<sup>th</sup> annual City of Lights flyer was shared.

Information for the MML Capital Conference for 2018 was shared.

\* \* \* \* \*

Member Showalter wished everyone luck in the upcoming November election.

Member Jackson commended DPW Superintendent Killackey and his staff for their leaf cleanup. He also gave an update on the Planning Commission’s work on the Masterplan and Zoning rewrite.

Member Bennett wished luck to all the candidates running in the November election and noted how nice the wayfinding signs at both exits look.

Member Schaiberger encouraged everyone to vote and wished everyone running good luck.

Mayor Lawrence commented on some of the negative campaigning during this year’s elections with libel and slander and wished everyone luck.

\* \* \* \* \*

Mayor Lawrence adjourned the meeting at 6:25 pm.

\_\_\_\_\_  
Denise Lawrence, Mayor

\_\_\_\_\_  
John Dantzer, Clerk