

- AGENDA -

RESCHEDULED REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, JANUARY 22, 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 City employees during City Council Meetings are those of the individuals speaking and do not necessarily represent the views or opinions of the City Council as a whole or the City at large.]

[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 – Agenda Items Only – 3 Minute Limit (general rule)
- VII. Scheduled Matters from the Floor
  - A. Gary Hicks – Republic Services
- VIII. Bids
- IX. Unfinished Business
  - A. Banner policy
- X. New Business
  - A. Bills
  - B. Relay for Life Special Event Permit – Noise Ordinance Exception
  - C. Proclamation 18-01 – Jan. 21-27 West Branch School of Choice Week
  - D. Proclamation 18-02 – Up North Prevention April Social Host Responsibility Month
- XI. Approval of minutes & summary from the Meeting on January 8, 2018
- XII. Consent Agenda (These are considered routine & can be enacted by one motion.)

- A. Treasurer's Report and Investment Summary
- B. Administrative Budget Amendments 9724 and 9725
- C. Minutes from the EMS meeting held November 16, 2017
- D. Minutes from the Planning Commission meeting held December 12, 2017
- E. December Police Department Report

XIII. Communications

- A. Ogemaw County Genealogical Society

IV. Reports and/or comments

- A. Mayor
- B. Council Members
- C. City Manager

V. Public Comment – Any Topic – 3 Minute Limit (general rule)

VI. 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 – Republic Services Issue**

Gary Hicks of Republic Services is attending our City Council meeting on 01/22/2018 to address concerns with the level of service that has been provided to the City over the course of the past year.

At present, Republic provides solid waste services to the City pursuant to an April 1, 2016 contract that is slated to run through March 31, 2019. Pursuant to this contract, the City pays to Republic a monthly fee of just over \$9,275 in exchange for the weekly removal of refuse/trash for City residents via 935 residential carts and various other large commercial and/or recycling containers/compactors and 20 downtown cans.

Pursuant to the contract, “The Contractor shall receive and respond to all complaints regarding services provided under this agreement. Any complaints received by the City will be directed to the Contractor’s office. Should a complaint go unresolved for longer than seven (7) days, the City will have the right to demand an explanation or resolution to its satisfaction.”

During the past year or so, and most particularly during the past summer, the City of West Branch experienced a dramatically increasing number of complaints related to the waste services provided by Republic. Between June 2016 and November 2017, Office Assistant Bridget Charles had to send a total of 84 emails to Republic regarding complaints received relating to their services, along with many phone calls and emails from other City staff members as well.

Two urgent voicemails left by the City Manager never received a response (Mr. Hicks indicates that he did not receive this messages). A follow-up letter from the City Attorney was sent to Republic, which Mr. Hicks indicates he also did not receive. However, after a second letter was sent by the City Attorney, Mr. Hicks met with City Manager Grace on 11/10/2017.

During this meeting, Manager Grace shared her concerns with Mr. Hicks, and requested a credit on a future bill to compensate for what Ms. Grace deemed unsatisfactory performance. Mr. Hicks indicated that many of the issues regarding slower or reduced services occurred during a time when Republic was dealing with the disposal of large amounts of ruined/molded materials in communities that had recently experienced dramatic flooding. Manager Grace requested that the issue be addressed by having Mr. Hicks develop a credit amount that he deemed fair, and that the parties could proceed from there.

After a few months of receiving bills with no credit appearing, Manager Grace tried contacting Mr. Hicks again, but initially his phone indicated that his "voicemail box was full." After eventually being able to reach Mr. Hicks on the phone, Manager Grace again brought up the request for a billing credit, and Mr. Hicks indicated that he would look into it, and also offered to attend an upcoming Council meeting to discuss the matter. It was decided that Mr. Hicks would attend the January 22, 2018 Council meeting to make himself available to Council to address and questions or concerns they may have on the subject.

Copies of the City's current contract with Republic, as well as a recent billing invoice, are attached to these notes.

## COLLECTION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this \_\_, Day of April 2016, by and between **The City of West Branch**, a municipal corporation, of '121 N. Fourth Street, West Branch' Michigan 48661 (hereafter "City"), and **Tri-County Refuse Service Inc, dba Republic Services of Pinconning** 2401 E. Whitefeather Rd, Pinconning Michigan 48650; a Michigan limited liability company, (hereafter, the "**Contractor**").

The City and Contractor agree as follows:

### I. TERM.

The term of this Agreement shall begin on April 1, 2016 (the "Effective Date") and shall expire on March 31, 2019

This Agreement may be extended upon mutual written agreement by the City and Contractor.

### 2. SCOPE OF WORK

The Contractor is granted the sole and exclusive franchise, license and right within the geographic limits of the City and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide carted refuse material collection, removal and disposal services as specified in this Agreement, and to perform all of the work called for within this Agreement.

### 3. DEFINITION OF TERMS.

**Bulky Items** – defined as any item larger than what the Cart can accommodate. This would include items such as stoves, water tanks, washing machines, furniture, swing sets, patio furniture, chairs, couches, bed springs, water heaters, and other large waste materials. Those items containing CFC's (Freon bearing appliances such as refrigerators, air conditioners and freezers) will be collected, at no additional charge.

**Cart** – The term "cart" shall be defined as one (1) ninety-five (95) and or (1) sixty-five (65) gallon wheeled container, for the use by City Residents to contain their weekly Residential Refuse. Carts will be maintained by Contractor and replaced for normal wear and tear. Normal wear and tear does not include the cleaning of said Carts. Should a Cart be damaged due to the negligence of the Resident, a replacement charge of \$65.00 will be remitted as payment in advance of delivery of a new one. All Carts will remain the property of the Contractor.

**Hazardous Waste** (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio hazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

**Noncollectable Materials** – Neither the term solid waste nor "bulky Item" shall include organic or otherwise putrescible animal or vegetable matter; yard waste and debris, ashes, cinders or floor sweepings; whole tires; carbonated beverage containers; dead animals; hazardous waste; auto engines and/or chassis parts; metal drums, liquids of any kind or any other material banned from the landfills as per state statute.

**Refuse** - discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof, including waste generated by agricultural operations.

**Refuse Cart** - is defined as one (1) 95 or (1) 65 gallon wheeled blue container/blue top to contain all refuse, trash, and/or garbage as generated by the resident.

**Recyclable Material** - solid waste taken out of the waste stream to be reused, such as newsprint, aluminum, glass, plastic #1&2 - #4,6,7, metals etc.

**Residential Unit** - a group of rooms located within a building and forming a single habitable unit with facilities which are used (or are intended to be used) for living, sleeping, cooking and eating and which are occupied or otherwise habitable.

#### 4. **SERVICE, OPERATIONS AND PERFORMANCE.**

##### **Solid Waste**

The Contractor shall continue to provide one (1) ninety-five (95) gallon curb cart (aka tote) to each residential dwelling for the provision of all normal Type II household solid waste placed curbside for collection once per week on Wednesday. All refuse; trash and/or garbage must be placed in Contractor provided cart, should the resident have more refuse than will fit within the cart the resident shall be permitted to place the extra refuse next to the cart for collection.

Residents requesting a second cart must demonstrate their need. This determination of said need will be made at the Contractor's sole discretion. Carts will be maintained by Contractor and replaced for normal wear and tear. Normal wear and tear does not include the cleaning of said Carts; this is the responsibility of the resident. Should a Cart be damaged due to the negligence of the Resident, a replacement charge of \$65.00 will be remitted by resident as payment in advance of delivery of a new one. All Carts will remain the property of the Contractor.

Weekly service shall also include the collection of two (2) bulky item per week at no additional charge. Bulky items shall be bundled by the residents in parcels not exceeding 4 feet in length and/or 50 pounds in weight. Residents shall remove doors from all appliances before placing them curbside for collection.

Contractor will not collect and shall not obtain ownership of any non-Refuse item or Non-collectable Materials.

#### 5. **RECYCLING COLLECTION.**

The Contractor will provide two (2) stationary compactors and receiver boxes at the current location for use by the residents of the City and residents of approved participating Townships in the City's recycling program. Both receiver boxes shall be serviced on an "on call" basis. The materials collected shall be:

Newsprint & office paper  
Clear glass bottles and jars  
Magazines  
Metal Pots & Pans  
Phone Books

Steel, tin, & aluminum cans  
Plastics #1&2 - #4,5&7  
Corrugated cardboard & paperboard  
Junk Mail



6. **MUNICIPAL AND COMMERCIAL**

Contractor agrees to provide commercial collection services for the approximately 20 downtown trash cans and the three (3) -eight (8) yard front load containers for cardboard located downtown at no charge. Contractor will also provide at no charge one (1) eight (8) yard front load container located at the DPW. Should the City request an increase in service beyond the services requested at any time during this contract, Contractor shall retain the ability to negotiate any additional costs associated to said increase in service with the City subject to the written agreement of the City.

7. **Hours of Collection.**

Normal hours of collection are to be from 7:00 a.m. to 6:00 p.m. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances and upon the mutual agreement of the City and Contractor. Contractor will not violate City ordinances.

8. **Routes and Schedule of Collections.**

All routing and scheduling of trucks used by the Contractor for the Refuse collection shall be left to the reasonable discretion of the Contractor and after consultation with the City.

9. **Missed Collections.**

In the event that a regularly scheduled collection is missed and a complaint received by either the City or the Contractor, and where no fault can be found on the resident's part, a special collection of the refuse will be required of the Contractor within forty-eight (48) hours. The City shall notify the Contractor of any complaints it receives within twenty-four (24) hours.

10. **Holidays.**

Unless notified otherwise, the following holidays will be observed:

Labor Day	Thanksgiving Day
Memorial Day	July 4th
New Years Day	Christmas Day

When a holiday falls on a weekday, there will be no collections on that day, and the rest of that week collection will be one day later than usual.

The suspension of collection service on any holiday in no way relieves the Contractor of its obligation to provide collection service at least once per week.

11. **Complaints.**

The Contractor shall receive and respond to all complaints regarding services provided under this Agreement. Any complaints received by the City will be directed to the Contractor's office. Should a complaint go unresolved for longer than seven (7) days, the City will have the right to demand an explanation or resolution to its satisfaction.



Contractor will have regular hours of 8:00 a.m. through 5:00 p.m. to answer all questions and complaints, if any, that the City residents may have. Residents may contact the Contractor's office locally at 800-438-0966

12. **Collection Equipment.**

An adequate number of vehicles shall be provided by the Contractor to collect Refuse in accordance with the terms of this Agreement. The vehicles shall be licensed in the State of Michigan and shall be operated in compliance with all applicable state, federal and municipal regulations.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the contractor plainly visible on both cab doors.

13. **Disposal Site.** All solid waste collected for disposal shall be hauled to the Whitefeather Landfill located in Pinconning Township, Michigan or such other disposal facility as determined by the Contractor (the "Disposal Site"). The Contractor shall assume payment of all related costs/fees, including all tipping fees.

14. **Compliance with Law.**

Contractor shall conduct operations under this Agreement in compliance with all applicable laws. In the event that any collection service provided hereunder, or portions thereof, are rendered unlawful or impracticable pursuant to laws or regulations, Contractor shall, upon notice to the City and subject to the City's written agreement, cease providing that service or portion thereof.

15. **BASIS AND METHOD OF PAYMENT.**

**Rates.** For all residential collection and disposal services required during the term of this Agreement, the Contractor shall be paid (Price List Below) per residential unit per month for solid waste and recycling collection. All the aforementioned rate's shall be increased on April 1<sup>st</sup> of each year beginning April 1, 2014 by a factor of three (3% percent) as listed below of the prior year's effective residential unit rate (such amount as adjusted is referred to herein as the "Rate") for years two and three.

Year One (1)	\$9.27
Year Two (2)	\$9.55
Year Three (3)	\$9.83

Both Recycle Drop Off receiver boxes will be serviced on an on-call basis and will be at no charge up to 40 pulls per year. Any pulls beyond 40 per year will be at **\$345.00** per pull. Future rate per pull based on 3% increase.

Rent for the Republic owned and provided two (2) stationary compactor units will be \$172.40 per month and subject to a three (3%) rate increase in years two and three.

16. **Total Compensation and Adjustments for New or Discontinued Service.**

Duration of the Agreement, the City shall reasonably inform the Contractor of any new or discontinued service.

The Contractor shall bill the City within ten (10) days of the end of each calendar month for an amount calculated as:

(# Residential Units Receiving Service) X the then applicable Rate per residential unit, plus any amount due for additional services rendered at the request of the City with prior written approval of the City.

The City shall remit payment within thirty (30) days following receipt of Contractor's Statement. If any dispute arises, the undisputed amount shall be paid. All unpaid invoices shall carry interest at a rate of 1% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full.

**17. Additional Fees.**

The Rate set forth above may, upon thirty (30) days written notice, be increased due to additional taxes, charges, surcharges, and/or fees imposed by governmental authorities on the Contractor, the Collection Service or the Disposal Site following the date hereof, or due to laws, rules, regulations or ordinances which are adopted or changed (including a change in interpretation or enforcement) following the date hereof, which have the effect of increasing to the Contractor for the provision of the Collection Services or the costs to the Disposal Site, whether prospectively or retroactively. The term "Rate" as used in this Agreement shall include any adjustments made pursuant to the immediately preceding sentence. The Contractor shall not be entitled to any increase to the Rate associated with its violations of law, regulations, ordinances, or permit conditions.

**Fuel Recovery Fee.**

All pricing reflects a base price of \$2.50/gallon for diesel fuel with incremental increases and/or decreases of \$0.04/unit/month for every \$0.10/gallon fluctuation in the cost of diesel over and above the base price. At no time shall the fuel adjustment drop below the base price of \$2.50 per gallon.

**18. NOTICE.**

All notices or other communications to be given hereunder shall be in writing and shall be sent by overnight delivery or registered or certified United States mail, return receipt requested, properly addresses as follows:

The City:

City of West Branch  
City Manager  
121 N. Fourth Street  
West Branch, Michigan 48661

The Contractor:

Tri-County Refuse Service Inc dba Republic Services  
of Pinconning  
4101 Holiday Dr.  
Flint, MI 48507

19. **NONDISCRIMINATION.**

The Contractor nor any subcontractor nor any person(s) acting on its behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin, or any other protected classification.

20. **INDEMNITY.**

The Contractor will indemnify and save harmless the City, its officers, agents, servants, residents and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Agreement; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

21. **INSURANCE.**

The Contractor shall maintain in full force and effect throughout the term of this Agreement and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000.00 aggregate
General Liability:	
Bodily Injury	\$500,000.00 each occurrence
	\$1,000,000.00 aggregate
Property Damage	\$1,000,000.00 each occurrence
	\$2,000,000.00 aggregate
Motor Vehicle Liability:	
Bodily Injury	\$500,000.00 each person
	\$1,000,000.00 each occurrence
Property Damage	\$2,000,000.00 each occurrence

All insurance will be by insurers authorized to do business in the State of Michigan. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without advance written notice to the City. Contractor shall provide the City with a copy of the contractor's insurance certificate.

22. **PERMITS, LICENSES AND TAXES.**

The Contractor shall obtain and assume the cost of all licenses and permits (other than the license and permit granted by the Agreement) and promptly pay all its applicable taxes.

23. **GOVERNING LAW.**

Both parties agree that the terms and provisions of this Agreement shall be interpreted and governed under the laws of the State of Michigan.

24. **BINDING AGREEMENT.**

This Agreement is binding upon and inures to the benefit of the parties and their respective successors, representatives and assigns.

25. **MODIFICATIONS TO AGREEMENT.**

The parties agree that the terms and provisions of this Agreement will not be modified nor amended unless in writing signed by both parties hereto. The parties further agree that this requirement will not be waived nor modified unless in writing executed by all the parties hereto.

26. **MISCELLANEOUS PROVISIONS.**

**Breach of Agreement.** If the Contractor fails to perform, or to perform in a satisfactory manner, or to perform in accordance with applicable laws, the City shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. The Contractor must within fourteen (14) days of receipt of such demand return to the City Clerk a written statement (the "Statement") that explains reasons for non-performance or delayed partial or substandard performance during that period and any continuation thereof. The Contractor also has available to it the option to appear with an explanation before the City Council. Upon the failure of the Contractor to submit a "Statement" or the failure of the Contractor to take steps to rectify the situation, and such situation is a material breach of this Agreement and results in a material adverse effect on the Contractor to perform its obligations hereunder, the City may, except under conditions of Force Majeure, terminate this Agreement with a 2/3 vote of the City Council.

**Force Majeure.** Neither the Contractor nor the City shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, strike, riot, war, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of the Contractor or City.

If such circumstances persist for more than seven (7) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of thirty (30) days he may terminate this Agreement upon written notice given sixty (60) days in advance to the City.

**Assignment of Agreement.** No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonable withheld. The Contractor may assign any right, interest, obligation or duty of this Agreement to an affiliate of the Contractor with the express written consent of the City. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.

**Change of Ownership.** In the event that substantially all of the Contractor's business assets are sold, the City maintains the right to hold the Contractor solely liable. If, however, the City determines that the new ownership can adequately and faithfully render the services called for in

this Agreement for the remaining term of the Agreement, then the City may elect to execute a notation, allowing the new ownership to assume the rights and duties of the Agreement and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this Agreement.

**Waivers.** A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

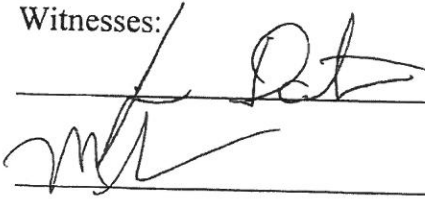
**Title to Waste::** City warrants that Waste disposed by City will not contain any Unacceptable Waste. Ownership of Waste shall pass to Contractor when Waste is collected by Contractor or properly disposed of at a disposal facility. Notwithstanding anything set forth in this Agreement or otherwise to the contrary, ownership and liability of Unacceptable Waste shall always remain with City, irrespective of delivery to, inspection by, and/or acceptance by, Contractor, and such ownership and liability shall survive the termination of this Agreement. City agrees that Contractor may remove any Unacceptable Waste and assure its proper disposal at City's expense."

#### ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any prior understanding or agreement.


IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures on this \_\_\_\_\_ day of April, 2016.

Witnesses:

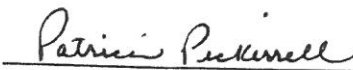
  
\_\_\_\_\_

City of West Branch:

By:

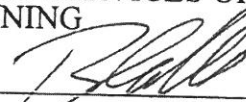
  
Bill Ehinger, Mayor

Witnesses:

  
\_\_\_\_\_

REPUBLIC SERVICES OF  
PINCONNING

By:

  
Brent Goodsell, Area President





PO Box 887  
Pinconning MI 48650-088787

A division of REPUBLIC SERVICES

## Account Summary

Account Number 3-0237-9237652  
Invoice Date September 25, 2015  
Invoice Number 0237-001423923  
Previous Balance \$18,551.74  
Payments/Adjustments -\$18,551.74  
Unpaid Balance \$0.00  
Current Invoice Charges \$9,275.87

## Pay This Amount

**\$9,275.87**

**Due By: 10/15/15**

## Contact Information

Customer Service (800) 438-0966  
Customer Service (989) 879-2700

## Important Information

Please include your remit slip when mailing your payment. If we don't receive your payment, late fees will be assessed 30 days after the invoice date. Please allow 7 to 10 days for your payment to post. You may also pay on-line at [www.disposal.com](http://www.disposal.com) or call (877) 692-9729 to pay your invoice thru our Interactive Voice Response (IVR) line.

MY RESOURCE is now available online at [www.republiconline.com](http://www.republiconline.com). It gives you access to everything about your account online. Check it out today!

Manage your account online 24/7,  
on any device with My Resource.  
Visit [republiconline.com](http://republiconline.com)  
to get started.

## CITY OF WEST BRANCH

Managing your account is now easier than ever with the My Resource App. Free download on the App Store or Google Play.

Invoice

Page 1 of 3

## Payments/Adjustments

Date	Description	Reference	Amount
09/16	Payment - Thank You	62164	-\$9,275.87
09/16	Payment - Thank You	62164	-\$9,275.87

## Current Invoice Charges

Contract: 9237652 City Of West Branch (C1)

Date	Description	Reference	Quantity	Unit Price	Amount
09/25	Residential Service 09/01/15-09/30/15		935.0000	\$9.27	\$8,667.45

City Of West Branch Recy Lucas Ln Btwn N 4th & N 5th (L1) CSA 003412  
West Branch, MI

Contract: 9237652 City Of West Branch (C10)

2 - Recycle Rolloff (42yd Comp) On Call Service (S1) Single Stream Recycling

Date	Description	Reference	Quantity	Unit Price	Amount
09/25	Rental 09/01/15-09/30/15			\$344.80	\$344.80

City Of West Branch Dpw 121 N 4th St (L3) CSA 003412  
West Branch, MI

Contract: 9237652 City Of West Branch (C10)

1 - Front Load (8 Yd) Scheduled Service (S2)

Date	Description	Reference	Quantity	Unit Price	Amount
09/25	Fuel Recovery Fee 09/01/15-09/30/15			\$9.75	\$9.75
09/25	Basic Service 09/01/15-09/30/15			\$68.95	\$68.95

City Of West Branch\*Recy\* 219 W Houghton Ave (L4) CSA 004438  
West Branch, MI

Contract: 9237652 City Of West Branch (C10)

1 - Front Load Recycling (8 Yd) Scheduled Service (S1) Single Stream Recycling

Date	Description	Reference	Quantity	Unit Price	Amount
09/25	Basic Service 09/01/15-09/30/15			\$58.39	\$58.39

City Of West Branch\*Recy\* 400 W Houghton Ave (L5) CSA 004439

CURRENT	30 DAYS	60 DAYS	90+ DAYS
9,275.87	0.00	0.00	0.00

- X M MUN
- With My Resource you can schedule a pickup, pay your bill and discover new services - all with a touch of a button. Visit [republiconline.com](http://republiconline.com) to get started.
  - Please see reverse side for terms and conditions.



PO Box 887  
Pinconning MI 48650-088787

Return Service Requested



CITY OF WEST BRANCH  
CITY MANAGER  
121 N 4TH ST  
WEST BRANCH MI 48661-1217

Please Return This Portion  
With Payment

Pay This Amount	\$9,275.87
Account Number	3-0237-9237652
Invoice Date	September 25, 2015
Invoice Number	0237-001423923
Payment Due Date	October 15, 2015

Make Checks Payable To:

REPUBLIC SERVICES #237  
PO BOX 9001099  
LOUISVILLE KY 40290-1099

30237923765200000014239230009275870009275874

L2RAUSSDQ2 000120 NNNNNNNNN NNN NY 001 002 000267 11321197.1



## CITY OF WEST BRANCH

Account Number 3-0237-9237652  
 Invoice Date September 25, 2015  
 Invoice Number 0237-001423923

Republic Services #237

PO Box 887

Pinconning MI 48650-088787

**Current Invoice Charges**

West Branch, MI

Contract: 9237652 City Of West Branch (C10)

1 - Front Load Recycling (8 Yd) Scheduled Service (S1) Single Stream Recycling

Date	Description	Reference	Quantity	Unit Price	Amount
09/25	Basic Service 09/01/15-09/30/15			\$58.39	\$58.39

City Of West Branch\*Recy\* 305 W Houghton Ave (L6) CSA 004440  
West Branch, MI

Contract: 9237652 City Of West Branch (C10)

1 - Front Load Recycling (8 Yd) Scheduled Service (S1) Single Stream Recycling

Date	Description	Reference	Quantity	Unit Price	Amount
09/25	Basic Service 09/01/15-09/30/15			\$58.39	\$58.39
	Total Environmental Recovery Fee				\$9.75

Current Invoice Charges

\$9,275.87

# Bids



# **Unfinished Business**

# City Manager Notes on “Banner Issue”:

At a previous Council meeting, I was requested to contact Consumer’s Energy to see if they may be interested in taking over the City’s “Banner Hanging” program. However, after speaking with Consumer’s Energy representative Jay Jacobs on the matter, I was told that Consumer’s Energy is definitely not interested in taking over the program, due to the risks and liabilities involved.

As such, I thought it would be worthwhile to explain again my position on this matter—which I have laid out below:

As City Manager, there are many important aspects to my job. One such aspect that I do not take lightly is looking out for the safety of all employees of the City of West Branch. Part of that requirement involves reviewing the activities and procedures of all City staff and making recommendations to increase employee safety.

Regularly reviewing employee safety considerations is required by state and federal law (including OSHA and MIOSHA rules and regulations). It is also a requirement of the contracts the City has entered into with various insurance companies in order to receive continued insurance coverage in areas such as workers compensation, short and long term disability, and general liability.

After reviewing the practices of the City’s Department of Public Works regarding the hanging of banners above Houghton Avenue, I made a determination that the amount of risk involved to the safety of DPW employees inherent in such a task outweighs the benefit that could be derived from the activity. I reached this conclusion for a number of reasons, including the following reasons, which I considered to be the most important:

- The use of a bucket truck, regardless of location, is an inherently dangerous activity—mainly due to the heights involved, which necessarily includes “fall risks.” According to MIOSHA [the Michigan Occupational Safety & Health Administration], falls from a height currently constitute the most common form of work-related deaths in Michigan. Therefore, it is of the utmost importance that all work activities involving heights be viewed with extra scrutiny in order to protect the lives of workers.

- The benefits derived from hanging banners across Houghton Avenue could generally be classified as increased economic activity in the City, as well as increased recreational opportunities for City residents resulting from additional advertisement of community events. However, my opinion as City Manager is that these types of benefits are not as important as the benefits the public receives for other types of work done by the DPW involving heights (since the majority of these other height activities all involve activities geared at the promotion of public safety—example: trimming dead tree limbs hanging over public walkways, etc.).
- The other major element that affected my determination on the issue is the fact that hanging banners over Houghton Avenue has become increasingly dangerous in recent years (compared to the relatively lower risks of the same activity in the past) due to the GREATLY increased numbers of “Distracted Drivers” traversing Houghton Avenue. In years past, DPW workers did not have to worry that drivers coming towards them would fail to notice their flashing lights, etc. because they were texting, Facebooking, or emailing on their smartphones while driving. However, that is now a reality that all roadworkers have to face—and such increases in distracted driving are something that all of the flashing lights in the world cannot solve. As such, I consider it a risk that is unavailable.
- In the end, when I balanced the increased and unavoidable risks involved in having DPW workers hang banners over Houghton Avenue against the benefits involved, which do not include increased public safety, I concluded that the benefits did not outweigh the risks. Instead, I strongly believe that alternative means of advertisement for public events should be utilized instead, including:
  - Free Water Bill Insert Program [which most banner applicants are NOT currently utilizing]
  - Paid Facebook Advertisement [which is very cheap and effective, and also appears to NOT be currently utilized by most banner applicants]
  - Increased Newspaper advertisement
  - AND, I also strongly encourage all banner applicants to consider seeing if either the City DDA or the West Branch Area Chamber of Commerce would be willing to create a large electronic billboard-type sign, which many communities currently utilize, as advertisement on such signs would not involve the risk of height-fall death inherent in hanging

banners over a busy state trunkline filled with a large number of distracted drivers. (And though I am not certain, I have also heard in the past that the idea of such an electronic sign has already been discussed favorably by the Chamber).

- My initial administrative plan for handling banner applications was to increase the cost to \$100 this year and then phase the program out so that it ends at the end of this year. My hope was that this fee would cause less groups to use the program this year, other than perhaps the groups that had just recently invested money in new banners—thereby reducing the number of times DPW workers were put at risk to perform the activity, and allowing me time to warn groups not to spend additional monies on new banners, since I planned to end the program after this year. However, now that this issue has become such a public matter, the City's multiple public conversations regarding the risks inherent in the task make it exponentially more likely that the City would be held liable for a very large sum of money in the event that a City worker were harmed during the hanging of a banner application (since the legal issue of "notice of risk of harm" is now without question). Consequently, it would now be my administrative decision to simply end the banner hanging program effective immediately.
- Since the City Council voted in May of 2017 to make banner applications subject to administrative approval rather than Council approval, this would mean that the decision would be up to me as City Manager, and not up to Council, unless Council decided to bring the matter back to the table with 5 votes and then voted to make banner applications approvals a Council decision once again. Though Council obviously has the authority do so, I would not recommend this course of action.
- Though I understand that my decision on this matter it likely to be somewhat unpopular and may upset some groups that had utilized the banner application program in the past, I trust that they would understand that that is not my intent, and that it is my job as City Manager to proceed in the manner that I believe is in the best interests of the City as a whole—not merely the segments of the community that appear during any given meeting. As such, I would stand by my recommendation that Council allow the City Manager to continue handling banner applications administratively, which would include an administrative decision by me to end the program effective immediately.



## **West Branch Department of Public Works**

**Mike Killackey DPW Superintendent**

**403 S. 1<sup>st</sup> St**

**West Branch, Michigan 48661**

**Phone: 989-345-0408**

**Email: [publicworks@westbranch.com](mailto:publicworks@westbranch.com)**

### **Banner Safety:**

Banners are a safety issue due to the amount of traffic on Houghton Ave. We have equipped the bucket truck with more lights and reflective tape to help to be seen. We are now using a second truck with an arrow board and cones to help with the protection of the DPW employees. Timing of when we are putting up banners is the key for dealing with the traffic. The DPW department tries to put the banners up early in the morning to beat the morning traffic and school traffic.

Mike Killackey  
DPW Superintendent  
City of West Branch  
989-965-4982  
[publicworks@westbranch.com](mailto:publicworks@westbranch.com)



*"City with a Smile"*



# 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)

1/19/18

Ref.: Street Banners

Honorable Mayor and Council,

I have been asked to render an opinion in regards to traffic safety and Houghton Ave. banner placement. Although I do feel the street banners are a positive in community advertisement, I do have concern for our city's employees.

Numerous "close calls" have occurred, per past and present DPW Superintendent's. A recent study conducted by the Michigan State Police found that 41% of young Michigan driver's are texting and emailing while driving. Further, regarding concerns of elderly driver's, Michigan Public Act 354 and 355 were a recent attempt to get doctor's to report directly to Michigan S.O.S., regarding elderly patients that should not be operating a motor vehicle. Unfortunately, this act has been a total failure, as doctor's have complete civil immunity whether they report or not.

In closing, unfortunately I can produce no accident free solution for the continuance of this practice, even though I view it as a undeniable benefit regarding advertisement.

Respectfully,

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

Chief Kenneth W. Walters

# **New Business**





# City of West Branch

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

File w/ city hall

## Special Event Permit

Event Name: Relay For Life of Ogemaw County  
Set up Friday 7/20 10 AM and tear down Sunday 7/22 by 3 PM  
Actual Event Date: Sat 7/21 - 7/22/18 Start Time: 10 AM 7/21/18 End Time: 10 AM 7/22/18

Name of Sponsoring Organization: American Cancer Society  
Address: 1755 Abbey Rd., East Lansing MI 48823  
Contact Person: Vicki Seltz Barnes Phone Number: 989 312 0886

Describe the purpose of this event: Community event to Celebrate Survivors  
Remember those who have lost battle, Fight Back Against  
Disease by raising funds for services, research etc.

Point of Assembly: TOLFREE WELLNESS PARK PAVILLION  
Area

Proposed Route (start to finish, attach route diagram): Within 1/4 mile radius of the  
Pavillion area

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

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

Chief of Police

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

Chief of Police

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

VSB for ACS  
Initials of Applicant

Vicki Seltz Barnes  
Signature Logistics Chairman

1/2/2018  
Date

\* We are requesting an exception from the new City  
Noise Ordinance per my conversation  
with City Manager, Heather Grace.  
Noise after 11 pm on 7/21 -  
10 am on 7/22 will be limited

For Office Use Only:

Permit Approved - Yes / No

Manager / Clerk Signature



# **Resolution # 18-03**

Whereas, Section 95.2 of the City of West Branch Code of Ordinances generally prohibits “the use, operation or permitting the use or operation of any radio or receiving set, musical instrument, stereo, or other machine or device designed for the production or reproduction of sound in such a manner as to disturb the peace, quiet and comfort of others in the vicinity, or . . . in such a manner that the noise is plainly audible at a distance of 50 feet from the source of the noise” “between the hours of 11:00 p.m. and 7:00 a.m. on Friday and Saturday and between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday”; and

Whereas, Section 95.2 (a) indicates that an “exception to prosecution under [ordinance 95.2 (also called the City’s ‘noise ordinance’)] may be granted for cause via resolution of Council; and

Whereas, the non-profit group “Relay for Life of Ogemaw County” is requesting such an exception to prosecution from July 20, 2018 through July 22, 2018, for the purpose of holding a community event to raise monies for the American Cancer Society at the Tolfree Wellness Park located near West Branch Regional Medical Center; and

Now, therefore, be it resolved the this Honorable Body hereby grants to Relay for Life of Ogemaw County an exception to prosecution under City ordinance 95.2 for cause via this Resolution of Council.

Motion by \_\_\_\_\_

Second by \_\_\_\_\_

Approved January 22, 2018

## ORDINANCE 17-01

AN ORDINANCE TO AMEND SECTION 95.2 ENTITLED "NOISE" OF THE CITY OF WEST BRANCH CODE OF ORDINANCES.

THE CITY OF WEST BRANCH ORDAINS:

SECTION 1: Section 95.2 of the City of West Branch, Michigan Code of Ordinances is hereby amended to read as follows:

### § 95.2 PROHIBITED NOISES.

(a) Generally. It is unlawful for any person to make, continue or cause to be made or continued any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. Any violation of the enumerated acts below constitutes a civil infraction subject to the fines and penalties enumerated in § 10.99 of this Code, or as otherwise established by Council resolution. **An exception to prosecution under this ordinance may be granted for cause via resolution of Council.**

(b) Enumerated. The following acts, among others, are declared to be loud, disturbing, and unnecessary noises in violation of this article, but this enumeration is not exclusive:

(1) Homs, signaling devices, etc. The sounding of any horn or signaling device on any automobile, motorcycle, or other vehicle on any street or public place, except as a danger warning, the creation by means of any such signaling device of any unreasonably loud or harsh sound, the sounding of any such device for an unnecessary and unreasonable period of time, the use of any horn, whistle or other device operated by engine exhaust, and the use of any such signaling device when traffic is for any reason held up;

(2) **Radios, stereos, etc.** Except as otherwise permitted by the City Council or the City Manager, as hereinafter prescribed, the use, operation or permitting the use or operation of any radio or receiving set, musical instrument, stereo, or other machine or device designed for the production or reproduction of sound in such a manner as to disturb the peace, quiet and comfort of others in the vicinity, or with a volume louder than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which the device is operated and who are voluntary listeners. **The operation of any of the above-named devices between the hours of 11:00 p.m. and 7:00 a.m. on Friday and Saturday and between the hours of 10:00 p.m. and 7:00 am Sunday through Thursday** in such a manner that the noise is plainly audible at a distance of 50 feet from the source of the noise will be prima facie evidence of a violation of this subsection;

(3) Loudspeakers, amplifiers for advertising. The using, operating or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or to attract attention of the public to any building or structure;

(4) Yelling, shouting. Except as otherwise permitted by the City Council or the City Manager, as hereinafter provided, yelling, shouting, hooting, whistling, or singing on the public streets or any other public place, between the hours of 11:00 p.m. and 7:00 a.m. on Friday and Saturday and between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday or at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any office, or in any dwelling, hotel or other type of residence, or of any persons in the vicinity;



(5) Engine exhausts. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor boat, or other motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises;

(6) Defect in vehicle or load. The use of any automobile, motorcycle, or other vehicle so out of repair, so loaded, or in such manner as to create loud and unnecessary grating, grinding, rattling or annoyance;

(7) Loading or unloading; opening boxes. Creation of a loud and excessive noise in connection with loading or unloading of any vehicle or the opening and destruction of bales, boxes, crates, and containers;

(8) Construction or repair of buildings. The erection (including excavation, demolition, alteration or repair) of any building other than between the hours of 7:00 a.m. and 8:00 *p.m.* on weekdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the City Council or the City manager, which may be granted for a period not to exceed three days or less while the emergency continues and which may be renewed for periods of three days or less while the emergency continues. If the City manager determines that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets or highways between the hours of 8:00 *p.m.* and 7:00 a.m., and if he further determines that loss or inconvenience will result to any party in interest, he may grant permission for the work to be done during the hours of 8:00 *p.m.* and 7:00 a.m. upon application. If the City Council or the City Manager shall determine that such work does actually impair the public health and safety, then such permit may be revoked by the City Council or the City manager;

(9) Schools, churches, hospitals. The creation of any excessive noise on any street adjacent to any school, institution of learning, church, hospital, or court while the same is in session, which interferes with the work of the institutions or which disturbs or unduly annoys patients in the hospital, provided that conspicuous signs are displayed in such streets indicating that the same is a street upon which a school, hospital or church or court is located;

(10) Hawkers and peddlers. Shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood;

(11) Drums for commercial purposes. The use of any drum or other instrument or device for the purpose of attracting attention to any performance, show or sale by creation of noise;

(12) Transportation of materials. The transportation of any material over the streets and other public places so as to cause loud noises or so as to disturb the peace and quiet of such streets;

(13) Pile drivers, hammers, etc. The operation between the hours of 8:00 *p.m.* and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoists or other appliances, the use of which is attended by loud or unusual noise;

(14) Blowers, fans, engines. The operation of any noise created by any blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from the blower is muffled and the engine is equipped with a muffler device sufficient to deaden the noise.

(15) Compression release engine braking; "Jake braking." Noise created by semis or other vehicles due to compression release engine braking, or "Jake braking."

**(c) Approval from City Council or City Manager.**

(1) Any person, firm, or entity proposing to conduct any activity or operate any sound producing device which is reasonably expected to produce a sound or occur at a time in violation of this section shall apply to the City Manager for a permit to allow such conduct or the use of such device. In determining whether to issue such permit, the City Council or the City Manager shall consider:

a. The date and time of the proposed conduct;

- b. The location of the proposed conduct;
- c. The nature and proximity of other dwellings and/or uses;
- d. The type of proposed conduct and/or the type of device proposed to be used; and
- e. The purpose for such conduct or the use of such device.

(2) The foregoing permit process shall apply only to those noises prohibited under subsections (b) (2) and (b) (4) above. Any permit issued by the City Manager shall specify the date, time, location, and duration of the permitted activity. The City Council or the City Manager may impose such other restrictions or conditions upon the issuance of such permit as it may deem appropriate and/or necessary in the interests of the public health and welfare.

(16) Animal Noises. The keeping of any animal, which by causing frequent or long, continued noise, shall disturb the comfort or repose of ordinary sensibility.

*(Ord 15-04, passed 09-01-2015; Am. Ord 17-01, passed 9-5-17) Penalty, see § 10.99*

## **SECTION 2: SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

*(AM. Ord 17-01, passed 9-5-17)*

## **SECTION 3: REPEALER**

All former Ordinances or parts of Ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

*(AM. Ord 17-01, passed 9-5-17)*

## **§ 95.99 EFFECTIVE DATE; PUBLICATION**

This ordinance shall become effective upon publication of a notice in a newspaper circulated in the City, stating the date of the enactment and the effective date of the Ordinance, a brief notice as to the subject matter of this ordinance, and such other facts as the City Clerk shall deem pertinent, and that a copy of the Ordinance is available for public use and inspection both on the City website and at City Hall.

INTRODUCED 8/21/17

PUBLISHED 8/30/17

ENACTED 9/5/17

EFFECTIVE DATE 9/21/17

MOTION BENNETT

SUPPORT SCHAIBERGER



# Proclamations

## PROCLAIM SCHOOL CHOICE WEEK IN YOUR CITY OR COUNTY

Recognize excellent educational opportunities available to families by proclaiming January 21-27, 2018 as School Choice Week in your city or county using these draft proclamations:



City & County Proclamation Template

Suggested Proclamation Language

National School Choice Week 2018 is expected to feature 30,000+ independently-planned events across all 50 states, which will make it the largest celebration of educational opportunity in American history.

As a nonpolitical, nonpartisan public awareness campaign, National School Choice Week does not advocate for legislation. During National School Choice Week 2017 schools, organizations, and individuals held 21,392 events nationwide. Thirty governors issued proclamations, along with 684

mayors and county leaders. The US Senate unanimously passed a bipartisan resolution recognizing School Choice Week. In addition, the President of the United States issued a Presidential Proclamation declaring the Week National School Choice Week in the United States. Since its inception, positive news coverage of National School Choice Week has reached hundreds of millions of Americans, with the goal of spotlighting the benefits of educational opportunity.

If you have any questions, please send an email to [proclamations@schoolchoiceweek.com](mailto:proclamations@schoolchoiceweek.com).

**PROCLAMATION 17-01 PROCLAMATION 18-01**

*A Proclamation Commemorating West Branch School Choice Week*

**WHEREAS**, all children in the City of West Branch should have access to the highest-quality education possible; and,

**WHEREAS**, the City of West Branch recognizes the important role that an effective education plays in preparing all students in the City of West Branch to be successful adults; and,

**WHEREAS**, quality education is critically important to the economic vitality of the City of West Branch; and,

**WHEREAS**, the City of West Branch is home to a multitude of excellent education options from which parents can choose for their children; and,

**WHEREAS**, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

**WHEREAS**, our area has many high-quality teaching professionals who are committed to educating our children; and,

**WHEREAS**, School Choice Week is celebrated across the country by millions of students, parents, educators, schools, and organizations to raise awareness of the need for effective educational options;

**NOW, THEREFORE BE IT RESOLVED** that the City of West Branch hereby recognizes January 21-27, 2018 as School Choice Week.



January 3, 2018

At your next official meeting, **please proclaim April as Social Host Responsibility Month.** A proclamation is attached, with a self-enclosed envelope to return a copy for our records. This is a 14-County Northern Michigan effort, inviting municipalities, school boards and all units of law enforcement to take a position on underage drinking and social host activities within our communities. This is the sixth year in promoting this effort and the participation continues to gain momentum and support, our goal is 100% participation this year, reinforcing to parents and community members that as community leaders and decision makers the safety and protection of our youth is a priority. We are coordinating our proclamation to occur in April which is also Alcohol Responsibility Month and will focus our efforts on reducing/eliminating underage drinking.

This call to action will create a strengthened framework of public officials and community leaders around illegal underage alcohol use and decrease social host activities based on the following facts:

- Underage drinking is a national public health issue with serious implications. According to a study by the National Survey on Drug Use and Health, an estimated 10 million people younger than the age of 21 drank alcohol in the past month in the United States.
- Consequences of underage drinking may include injury or death from accidents; unintended, unwanted, and unprotected sexual activity; academic problems; and drug use.
- Youth who start drinking before the age of 15 are five times more likely to develop alcohol dependence or abuse later in life than those who begin drinking at or after age 21.
- Alcohol is a factor in the four leading causes of death among persons ages 10-24: motor vehicle crashes, unintentional injuries, homicide and suicide.
- Social Host Liability Law holds homeowners legally responsible for allowing underage drinking on their property. This can result in criminal liability if that youth is killed or injured or if that youth kills or injures someone else. Homeowner insurance does not cover claims where illegal acts are the cause for the claim.
- Tolerating underage alcohol use sends a mixed message to those under 21 – it's ok to break this law!

As a community leader or public official, underage drinking affects the bottom line. Increased utilization of taxpayer services such as emergency services, law enforcement, child protective services and property damage are a few examples.

In April 2018, on our website [www.upnorthprevention.com](http://www.upnorthprevention.com), will indicate all who have proclaimed April as Social Host Responsibility Month, with a feature article on the harms and dangers of underage drinking and social host liability. Your participation will increase the effectiveness of this campaign and reinforce a parent's decision to *not* host or turn a cheek to an underage drinking party, an adult not purchasing alcohol for a minor and most importantly and quite possibly - save a life. Deadline for submission of your proclamation is **March 27<sup>th</sup>**.

As prom, graduation and summer-time approach, risks heighten for the young people in our communities. Please take action at your next meeting. If you have any questions, please contact me, your designated substance abuse prevention specialist, JoJean Thompson 989-387-1950 or email [jthompson@catholicumanservices.org](mailto:jthompson@catholicumanservices.org)

Sincerely,  
Jo Jean Thompson  
Certified Substance Abuse Prevention Specialist



## PROCLAMATION 18-2

WHEREAS, underage drinking is a problem that affects our community, our health, and our future. It exacts a terrible toll on individuals and families, and places a costly tax burden on the community at large for law enforcement, medical services, and other social services involved in the prevention and treatment of underage drinking, and

WHEREAS, underage drinking has severe consequences, many of which parents and caregivers may not be fully aware of. Consequences of underage drinking may include injury or death from accidents; unintended, unwanted, and unprotected sexual activity; academic problems; and drug use; and

WHEREAS, parents and caregivers have a significant influence on young people's decisions about alcohol consumption, especially when they create supportive and nurturing alcohol-free environments; and

WHEREAS, youth who start drinking before the age of 15 are five times more likely to develop alcohol dependence or abuse later in life than those who begin drinking at or after age 21; and

WHEREAS, alcohol use by young people is dangerous, not only because of the risks associated with acute impairment, but also because of the grave threat to their long-term development and well-being; and

WHEREAS, parents, educators, and community leaders who work with our young people every day are our best advocates for responsible decision-making; and

WHEREAS, one-hundred percent of any alcohol consumed by a minor came from an adult. At one time, an adult over the age of 21 was in control of the alcohol and a minor gained access to it, and

WHEREAS, it is illegal for adults to knowingly allow their child's friends to drink alcohol in their home, even with the permission of the friends' parents, and adults have the authority and should have the responsibility to take steps to reduce the likelihood that their homes will become venues for underage drinking, and

**NOW, THEREFORE BE RESOLVED**, we the City of West Branch of the county of Ogemaw, a Community Committed to UNDERAGE DRINKING PREVENTION, do hereby proclaim that April 2017 is Social Host Responsibility Month. We also call upon all parents, citizens, homeowners and property owners to host gatherings responsibly and take measures to eliminate access of alcohol to persons under the age of 21.

Dated this 22<sup>nd</sup> day of January, 2018

Authorized Official Signature \_\_\_\_\_

(Print name): John Dantzer

(Print title): West Branch City Clerk/Treasurer

# **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, JANUARY 8, 2018.

Mayor Denise Lawrence called the meeting to order at 7:00 p.m.

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

Absent: Council Member Dave Lucas and Aron Tuttle

Other officers present: City Manager Heather Grace, Treasurer/Clerk John Dantzer, DDA Chairman Jason Stroebel, and Planning Commission Chairman Mike Jackson.

All stood for the Pledge of Allegiance.

\* \* \* \* \*

**MOTION BY LAWRENCE, SECOND BY SCHAIBERGER, TO EXCUSE COUNCIL MEMBERS DAVE LUCAS AND AARON TUTTLE FROM THE MEETING.**

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

**No – None**

**Absent –Lucas, Tuttle**

**Motion carried**

\* \* \* \* \*

DDA Chairman Jason Stroebel gave a DDA update noting they are continuing to work on signs for the vacant downtown businesses, updated the plans for ramp/steps on the N. Third parking lot, redoing bylaws, looking at Christmas lights, and noted that the Planning Commission and DDA have been working together.

\* \* \* \* \*

Bids were submitted for employee life insurance, short term, and long term disability policies.

Julie Hock spoke on the quote submitted by Diebold Insurance and answered questions.

Member Schaiberger noted that even though the quote from Diebold was a little bit more, he would rather keep the business local and the Diebold bid is still a savings from current rates.

Mayor Lawrence noted the Diebold coverage was better for the employees.

Manager Grace noted that if Council wanted, she could work on a local purchase policy. It was the consensus of Council to not proceed with a local purchase policy at this time.

**MOTION BY BENNETT, SECOND BY SCHAIBERGER, TO AWARD THE BID FOR GROUP TERM LIFE INSURANCE, SHORT TERM, AND LONG TERM DISABILITY TO DIEBOLD INSURANCE AS SUBMITTED.**

Yes — Bennett, Lawrence, Schaiberger, Showalter, Weiler

No – None

Absent –Lucas, Tuttle

Motion carried

\* \* \* \* \*

Bids were submitted for a new copier.

**MOTION BY BENNETT, SECOND BY SCHAIBERGER, TO AWARD THE COPIER BID TO MILLER OFFICE MACHINES LLC AS SUBMITTED FOR A USED COPY MACHINE NOT TO EXCEED \$4,495.00.**

Yes — Bennett, Lawrence, Schaiberger, Showalter, Weiler

No – None

Absent –Lucas, Tuttle

Motion carried

\* \* \* \* \*

**MOTION BY SHOWALTER, SECOND BY SCHAIBERGER, TO APPROVE BILLS IN THE AMOUNT OF \$70,708.44.**

Yes — Bennett, Lawrence, Schaiberger, Showalter, Weiler

No – None

Absent –Lucas, Tuttle

Motion carried

\* \* \* \* \*

**MOTION BY SHOWALTER, SECOND BY SCHAIBERGER, TO APPROVE RESOLUTION 18-01**

**RESOLUTION #18-01**

WHEREAS, the West Branch City Charter requires that the Council adopt a resolution stating the time and place of its regular meetings, and

WHEREAS, it is recommended that this be done on an annual basis,

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council will hold its regular meetings in the Council Chamber of City Hall, 121 N. Fourth St. unless there is a motion to change the meeting location due to special circumstances, and

FURTHER BE IT RESOLVED, that all regular Council meetings will begin at 6:00 p.m. unless the Charter dictates otherwise or there is a motion to change the meeting time due to special circumstances, and

FURTHER BE IT RESOLVED, that the West Branch City Council shall meet on the 1st and 3rd Monday of each month unless there is a motion to change the meeting date due to special circumstances.

Yes — Bennett, Lawrence, Schaiberger, Showalter, Weiler

**No – None**

**Absent –Lucas, Tuttle**

**Motion carried**

\* \* \* \* \*

A letter of resignation from Dave Lucas was shared.

**MOTION BY BENNETT, SECOND BY SCHAIBERGER, TO ACCEPT WITH REGRET THE RESIGNATION OF COUNCIL MEMBER DAVE LUCAS AND TO DECLARE HIS SEAT VACANT.**

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

**No – None**

**Absent –Lucas, Tuttle**

**Motion carried**

\* \* \* \* \*

**MOTION BY SHOWALTER, SECOND BY BENNETT, TO SET THE APPOINTMENT OF A REPLACEMENT COUNCIL MEMBER TO FILL THE NEWLY CREATED VACANCY ON THE AGENDA OF THE FEBRUARY 5<sup>TH</sup>, 2018 MEETING; TO REQUIRE ALL INTERSTED PARTIES TO BE AVAILABLE FOR INTERVIEWS DURING THE FEBRUARY 5<sup>TH</sup> COUNCIL MEETING; TO REQUIRE ALL INTERESTED PARTIES TO SUBMIT A COMPLETED APPLICATION TO CITY HALL BY NOON ON JANUARY 31<sup>ST</sup> SO THAT SUBMISSIONS MAY BE INCLUDED IN COUNCIL PACKETS FOR THE FEBRUARY 5<sup>TH</sup> MEETING, AND TO HAVE CITY ADMINISTRATION ADVERTISE THE VACANCY AND AVAILABILITY OF APPLICATINS IN AS MANY WAYS AS POSSIBLE.**

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

**No – None**

**Absent –Lucas, Tuttle**

**Motion carried**

\* \* \* \* \*

**MOTION BY LAWRENCE, SECOND BY BENNETT, TO APPOINT COUNCIL MEMBER TIM SCHAIBERGER AS MAYOR PRO TEM FOR A TWO YEAR TERM TO EXPIRE DECEMBER 31, 2019.**

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

**No – None**

**Absent –Lucas, Tuttle**

**Motion carried**

\* \* \* \* \*

**MOTION BY SHOWALTER, SECOND BY WEILER, TO NAME MANAGER HEATHER GRACE, CLERK/TREASURER JOHN DANTZER, MAYOR DENISE LAWRENCE, AND MAYOR PRO TEM TIM SCHAIBERGER AS DEPOSITORS AND TO SIGN ALL CHECKS AND BANK WITHDRAWALS AT BANKS REQUIRING TWO SIGNATURES.**

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

**No – None**

**Absent –Lucas, Tuttle**

**Motion carried**

\* \* \* \* \*

**MOTION BY SHOWALTER, SECOND BY BENNETT, TO ALLOW STAFF TO BANK AT THE FOLLWING INSTITUTIONS: CHEMICAL BANK, MERCANTILE BANK, PNC BANK, HURON COMMUNITY BANK, AND NORTHLAND AREA FEDERAL CREDIT UNION.**

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

**No – None**

**Absent –Lucas, Tuttle**

**Motion carried**

\* \* \* \* \*

**MOTION BY SCHAIBERGER, SECOND BY BENNETT, TO APPROVE RESOLUTION 18-02**

**Resolution # 18-02**

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, “the responsibility for street improvements, maintenance, and traffic operations work, and the development , construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for all shall represent the municipality in transactions with the State Transportation Department pursuant to this act.”

Now, therefore, be it resolved the this Honorable Body designate Heather Grace as the single Street Administrator for the City of West Branch in all transactions with the State Transportation Department as provided in Section 13 of the Act.

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

**No – None**

**Absent –Lucas, Tuttle**

**Motion carried**

\* \* \* \* \*

**MOTION BY BENNETT, SECOND BY SCHAIBERGER, TO APPROVE THE MINUTES AND SUMMARY FROM THE SPECIAL MEETING HELD DECEMBER 27, 2017.**

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

**No – None**

**Absent –Lucas, Tuttle**

**Motion carried**

\* \* \* \* \*

**MOTION BY SHOWALTER, SECOND BY BENNETT, TO RECEIVE AND FILE THE TREASURER’S REPORT AND INVESTMENT SUMMARY, ADMINISTRATIVE BUDGET AMENDMENTS, THE IDC BOARD MINUTES FROM THE MEETING HELD JUNE 8, 2017, AND THE AIRPORT BOARD MINUTES FROM THE MEETING HELD NOVEMBER 15, 2017.**

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

**No – None**

**Absent –Lucas, Tuttle**

**Motion carried**

\* \* \* \* \*

An Airport year in review communication was shared.

Mayor Lawrence noted that Member Lucas was on the Airport Board and that they would need someone to replace him. It was the consensus of Council to wait until after the new Council Member is appointed to name the Airport Board member replacement.

A Charter Cable communication was shared.

An insurance journal tax act update was shared.

A MML podcast communication was shared.

An Ogemaw Historical Society thank you was shared.

A notice of an Ogemaw County Commissioner special meeting to discuss 911 issues was shared.

A MML Capital Conference registration notice was shared.

A MEDA Capital Day communication was shared.

\* \* \* \* \*

Member Bennett noted she was sad to see Member Lucas go and wished him well.

Member Bennett also asked about looking at joining the National League of Cities.

Manager Grace commended the DPW for their snow removal and Police Officer Blake Beehler for his bravery in dealing with a house fire response.

\* \* \* \* \*

Jason Stroebel noted the DDA did approve Tracy Williams to the DDA and noted an issue at 147 Carpenter St.

Planning Commission Mike Jackson noted they are beginning the zoning and masterplan rewrite and brought up the issue of the Victorian theme downtown and the feeling by many that is was outdated. He noted that if Council wanted to change it, now was the time.

Mayor Lawrence adjourned the meeting at 8:00 pm.

---

Denise Lawrence, Mayor

---

John Dantzer, Clerk



SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY  
COUNCIL HELD MONDAY, JANUARY 8, 2018.

Mayor Lawrence called the meeting to order at 7:00 p.m.

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

Absent: Lucas and Tuttle.

Other officers present: Manager Grace, Clerk/Treasurer Dantzer, DDA Chairman Stroebel, Planning Chairman Jackson.

All stood for the pledge of allegiance.

Members Lucas and Tuttle were excused from the meeting.

DDA Chairman Stroebel gave a DDA update.

Council awarded a bid for employee life insurance, short term, and long term disability policies.

Council awarded a bid for a new copier.

Council approved bills in the amount of \$70,708.44.

Council approved resolution 18-01 to set the time and place of the 2018 meetings.

Council accepted a letter of resignation from Members Lucas and declared his seat vacant

Council approved the process to appoint a Council Member replacement.

Council approved the appointment of Member Schaiberger as Mayor Pro Tem.

Council approved signatories and depositors for the City.

Council approved banks the City could conduct business with.

Council approved Resolution 18-2 naming Manager Grace as the street administrator.

Council approved the minutes and summary from the meeting held December 27, 2017.

Council received and filed the treasurer's report, investment summary, administrative budget amendments, the IDC Board minutes from the meeting held June 8, 2017 and the Airport Board minutes from the meeting held November 15, 2017.

Communications were shared.

Member Bennet and Manager Grace gave reports.

DDA Chairman Stroebel addressed Council.

Planning Chairman Jackson addressed Council.

Mayor Lawrence adjourned the meeting at 8:00 pm.

# Consent Agenda

Bank Code		Beginning Balance 01/01/2018	Total Debits	Total Credits	Ending Balance 01/31/2018
Fund	Description				
GEN1	GEN1 - GENERAL CHECKING				
101		1,065,316.30	21,320.73	90,988.05	995,648.98
150	CEMETERY PERPETUAL CARE	18,191.77	0.00	0.00	18,191.77
209	CEMETERY FUND	7,950.14	693.61	770.15	7,873.60
248	DDA OPERATING FUND	54,214.55	686.67	5,824.54	49,076.68
251	INDUSTRIAL PARK FUND	5,159.53	0.00	1,466.67	3,692.86
276	HOUSING RESOURCE FUND	149,708.61	904.96	0.00	150,613.57
318	SEWER DEBT FUND	91,726.23	4,369.71	213.73	95,882.21
319	WATER DEBT FUND	240.72	0.00	0.00	240.72
571	COLLECTION REPLACEMENT FUND	30,808.28	0.00	0.00	30,808.28
572	PLANT REPLACEMENT FUND (R&I)	4,237.99	126.07	12.55	4,351.51
590	SEWER FUND	228,902.29	10,673.74	38,073.63	201,502.40
591	WATER FUND	195,256.35	3,638.03	13,714.69	185,179.69
592	WATER REPLACEMENT FUND	281,342.13	0.00	0.00	281,342.13
593	SEWER COLLECTION	55,213.50	1,199.18	3,430.37	52,982.31
561	EQUIPMENT FUND	93,071.40	15,410.33	10,856.12	97,625.61
705	IRONS PARK ENTERTAINMENT FUND	4,090.73	50.00	0.00	4,140.73
707	YOUTH SAFETY PROGRAM	1,081.78	0.00	0.00	1,081.78
714	RECYCLING CENTER	3,926.31	742.00	512.05	4,156.26
	GEN1 - GENERAL CHECKING	2,290,438.61	59,815.03	165,862.55	2,184,391.09
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	499,014.49	13,237.72	13,418.26	498,833.95
203	LOCAL STREET FUND	323,248.43	4,456.10	2,388.67	325,315.86
	MAJOR/ LOCAL STREETS	822,262.92	17,693.82	15,806.93	824,149.81
PAY	PAYROLL				
704	PAYROLL CLEARING	8,880.58	74,723.56	73,193.55	10,410.59
	PAYROLL	8,880.58	74,723.56	73,193.55	10,410.59
CHEM	SAVINGS				
101		434,978.27	0.00	0.00	434,978.27
150	CEMETERY PERPETUAL CARE	1,646.87	0.00	0.00	1,646.87
251	INDUSTRIAL PARK FUND	20,833.55	0.00	0.00	20,833.55
571	COLLECTION REPLACEMENT FUND	2,350.58	0.00	0.00	2,350.58
591	WATER FUND	25,986.89	0.00	0.00	25,986.89
592	WATER REPLACEMENT FUND	19,535.09	0.00	0.00	19,535.09
593	SEWER COLLECTION	779.22	0.00	0.00	779.22
561	EQUIPMENT FUND	103,222.42	0.00	0.00	103,222.42
714	RECYCLING CENTER	1,014.04	0.00	0.00	1,014.04
	SAVINGS	610,346.93	0.00	0.00	610,346.93
TAX	TAXES				
701	TAX AGENCY	4,816.79	142,391.10	142,391.10	4,816.79
	TAXES	4,816.79	142,391.10	142,391.10	4,816.79
WATDB	WATER DEBT				
319	WATER DEBT FUND	159.25	0.00	0.00	159.25
	WATER DEBT	159.25	0.00	0.00	159.25
	TOTAL - ALL FUNDS	3,736,905.08	294,623.51	397,254.13	3,634,274.46

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

Fund Account	Description	Beginning Balance 01/01/2018	Total Debits	Total Credits	Ending Balance 01/31/2018
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: 9724

Post Date: 01/11/2018  
Entry Date: 01/11/2018  
Description: BUDGET POLICY AMENDMENT

Entered By: MICHELLE  
Journal: BA

GL #	Description	DR	CR
101-301.000-801.700	CONTRACTUAL SERVICES	6,800.00	
101-228.000-956.700	EXPENSES		6,800.00
	Journal Total:	6,800.00	6,800.00

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

West Branch  
JOURNAL ENTRY  
JE: 9725

Post Date: 01/11/2018  
Entry Date: 01/11/2018  
Description: BUDGET POLICY AMENDMENT

Entered By: MICHELLE  
Journal: BA

GL #	Description	DR	CR
101-172.000-865.700	PROFESSIONAL DEVELOPMENT	210.00	
101-172.000-956.700	EXPENSES		210.00
	Journal Total:	210.00	210.00

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



**REGULAR MEETING OF THE OGE MAW COUNTY EMS AUTHORITY BOARD WAS HELD AT THE  
OGE MAW COUNTY EMS AUTHORITY BUILDING ON November 16, 2017 at 4:30 P.M.**

Present: Denise Lawrence, City of West Branch, Danny Morrison, Cummings Township, Bruce Reetz, Ogemaw County, Dave Reasner, City of Rose City, Lisa Cotton, Mills Township

Others Present: Trista Spencer-Director, Gail Seder-Administrative Assistant, Mike Bowers-Employee, Jeramie Brookins-Employee, Charlie-Morrison's guest

\*\*\*\*\*

**Chairman Reetz called the meeting to order at 4:30 p.m. with the pledge of allegiance.**

\*\*\*\*\*

Roll Call: Bruce – Yes, Danny-Yes, Dave – Yes, Lisa-Yes, Denise – Yes

\*\*\*\*\*

**Motion by Dave, supported by Danny, all in favor to approve the October 19, 2017 minutes.**

\*\*\*\*\*

**CORRESPONDENCE:**

No Correspondence to review.

\*\*\*\*\*

**CLAIMS & ACCOUNTS:**

**Motion by Danny to approve the Claims and Accounts in the amount of \$42,531.63.  
Supported by Denise, all in favor, motion carried. Roll Call: Danny-Yes, Dave – Yes, Lisa-Yes,  
Denise – Yes, Bruce – Yes.**

\*\*\*\*\*

**OLD BUSINESS:**

911 User Fee Payment – Bruce stated that the County Board of Commissioners discussed the Resolution from EMS. He stated that the Board would probably make a motion to support a future 911 millage.

Project Land in Rose City – The Perc test went ok. Need to contact Joy Brooks from DEQ in regards to creek issues on the property.

**Motion by Danny to have the land surveyed, contingent upon DEQ and State approval. Supported by Denise. All in favor. Motion carried.**

\*\*\*\*\*

**NEW BUSINESS:**

Snow Removal – Finished concrete has snow plowed the West Branch facility for several years. They give EMS a discount because they store their skidster in our building during the winter, so they can plow the hospital as well.

**Motion by Lisa to contract with Finished Concrete for this winters snow plowing. Supported by Dave. All in favor. Motion carried.**

\*\*\*\*\*

**PUBLIC COMMENT:**

None

**EMS DIRECTORS REPORT:**

Trista updated the board members on the Night of Hero's Award Program and that everything is coming together nicely. The date will be January 13, 2018.

Trista stated that EMS, 3 in 1 coats need to be updated, since it has been several years since employees have had new coats. The cost would be about \$8,000.

**Motion by Danny to allow the purchase of new coats for employees. Supported by Lisa. All in favor. Motion carried.**

**ADJOURNMENT: 5:10 p.m.**

**Motion made by Dave to adjourn at 5:10 p.m. Supported by Danny. All in favor. Motion carried.**

**The next meeting will be Thursday, December 21, 2017 at 4:30 p.m.**

City of West Branch Planning Commission  
Regular Meeting Minutes for December 12, 2017

Meeting called to order at 6:00 pm.

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

Absent- Tim Schaiberger

Pledge

Public hearings None

Additions – Bill Ehingers application for Commission

Public comment – none

\*Motion by Jackson to approve last meeting minutes, second by Fachting, all in favor. motion carried.

Collins mentioned that Jayson Stroebel stepped aside from planning to head DDA.

Lawrence read letter from John Dantzer that planning should act and vote on Ehingers app.

\*Motion by Jackson, second by Saurer to accept Ehingers app, All in favor, motion carried.

Collins mentioned that Heather Grace would like to reach out to other groups to fill vacant spots on planning.

Site plans- Mike Riegel Proposal to build 80 ft wide by 125 ft, 20 ft sidewall, freespan red iron commercial building. Discussion ensued to verify the criteria was met. Jackson recommended that the decision was put on the next meeting schedule January 9, 2018.

Sign permit – Highway Brewing. Ethan Resteiner spoke, proposed sign is 3 ft too long. Jackson noted that the master plan will be reworked in 2018, and will by then meet the new criteria.

\*Motion by Weiler, second by Lisa to accept sign as is. All in favor. Motion carried

Jackson began discussion regarding Dave Evergreens West Branch Greenhouse app, and that some of the work he has done was not approved. Owner will have to pay for repairs to sidewalk if it does not meet city criteria.

Joanne Bennett discussed the DDA's interest in adding benches to downtown business fronts. Jackson will talk to Grace and Stroebel for recommendations.

Discussion regarding upcoming changes to Master Plan. Packets were given to board members.

Member reports. Jackson welcomed Hasty back. Lawrence thanked board for acceptance of Ehingers app. Saurer asked about additional payment for secretary additional work. Jackson to speak with Grace regarding where to obtain the money for it.

Recommendation to send the matter to City Council. David, nothing. Fachting, Shirley McClenahan is doing well. Weiler, nothing.

Motion by David, second by Hasty to adjourn. All in favor. Motion carried, adjourned at 7:48 pm.



# 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)

1/3/2018

Honorable Mayor and Council,

Happy New Year! This is the December month end and 2017 year-end report. For the month of December, officers handled 116 complaints. Officers further made 8 arrests throughout the month.

The department ended the year handling 1,374 complaints. This number appears to be an average when compared to 2015 and 2016. Our violent crime rates were up compared to last year, especially with this year seeing another homicide. On a positive note, property crimes have decreased this year. I would attribute this to more patrol hours and officers being more visible, with the addition of Ofc. Adams.

To sum up 2017, the police department continues to advance in community programs that are beneficial to our area, especially youth. The department continues to aggressively seek grant funding, which in turn negates significant budget increases and further benefits the citizenry. Most importantly, I believe the residents and business owners are happy with law enforcement services provided and our officers are proud to serve the City of West Branch.

Sincerely,

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

Chief Kenneth W. Walters

## Offense Count Report

Page: 1

## Report Criteria:

Start Offense	End Offense		
01000	99009		
<b>DECEMBER 2017</b>	<b>TOTAL 2017</b>	<b>TOTAL 2016</b>	<b>TOTAL 2015</b>
12/01/2017-12/31/2017	01/01/2017-12/31/2017	01/01/2016-12/31/2016	01/01/2015-12/31/2015

Offense	Description	DECEMBE 2017	TOTAL 2017	TOTAL 2016	TOTAL 2015
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	1	2	0
11003	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	1	0
11004	SEXUAL PENETRATION ORAL/ANAL CSC3	1	2	0	0
11007	SEXUAL CONTACT FORCIBLE CSC2	0	1	0	1
11008	SEXUAL CONTACT FORCIBLE CSC4	0	4	2	0
12000	ROBBERY	0	1	0	0
13001	NONAGGRAVATED ASSAULT	0	18	13	25
13002	AGGRAVATED/FELONIOUS ASSAULT	0	2	3	3
13003	INTIMIDATION/STALKING	0	2	5	4
22001	BURGLARY - FORCED ENTRY	0	3	6	3
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	0	1
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	2	3	2
23003	LARCENY - THEFT FROM BUILDING	0	3	10	7
23005	LARCENY - THEFT FROM MOTOR VEHICLE	0	1	0	4
23007	LARCENY - OTHER	0	9	3	7
24001	MOTOR VEHICLE THEFT	0	0	3	2
25000	FORGERY/COUNTERFEITING	0	0	0	1
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	1	5	3
26002	FRAUD - CREDIT CARD/ATM	0	0	2	0
26003	FRAUD - IMPERSONATION	0	0	1	1
26006	FRAUD - BAD CHECKS	1	1	2	7
27000	EMBEZZLEMENT	0	1	0	1
29000	DAMAGE TO PROPERTY	0	8	11	5
30002	RETAIL FRAUD - THEFT	1	12	12	5
35001	VIOLATION OF CONTROLLED SUBSTANCE	0	7	22	8
35002	NARCOTIC EQUIPMENT VIOLATIONS	0	0	1	0
36004	SEX OFFENSE - OTHER	0	0	3	0
37000	OBSCENITY	0	1	0	2
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	1	4	3
41002	LIQUOR VIOLATIONS - OTHER	0	1	0	1
42000	DRUNKENNESS	0	2	5	4
48000	OBSTRUCTING POLICE	0	0	1	0
50000	OBSTRUCTING JUSTICE	5	69	67	49
52001	WEAPONS OFFENSE - CONCEALED	0	0	1	0
52003	WEAPONS OFFENSE - OTHER	0	0	2	0
53001	DISORDERLY CONDUCT	0	3	8	3
53002	PUBLIC PEACE - OTHER	0	1	0	0
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	1	10	13	13
54002	OUIL OR OUID	0	7	14	9
54003	DRIVING LAW VIOLATIONS	5	51	73	30
55000	HEALTH AND SAFETY	3	40	10	1
57001	TRESPASS	0	3	8	2
70000	JUVENILE RUNAWAY	0	2	9	2
70004	Juvenile Issues	0	1	1	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	1	8	7	6
90001	Vehicle Lockouts	13	133	157	140

## Offense Count Report

Page: 2

## Report Criteria:

Start Offense	End Offense		
01000	99009		
DECEMBER 2017	TOTAL 2017	TOTAL 2016	TOTAL 2015
12/01/2017-12/31/2017	01/01/2017-12/31/2017	01/01/2016-12/31/2016	01/01/2015-12/31/2015

Offense	Description	DECEMBER 2017	TOTAL 2017	TOTAL 2016	TOTAL 2015
90002	Motorist Assists	2	21	32	29
90003	Assist E.M.S.	23	167	160	112
90005	City Ordinance Violations	1	16	40	14
90006	Prisoner Transports	0	1	0	0
90007	Parking Complaints	0	7	3	3
90008	ANIMAL COMPLAINTS	0	17	12	6
90009	Maplewood Manor Alarm / Criminal History Checks	0	0	2	3
91001	Delinquent Minors	0	15	4	11
91002	Runaway	0	2	0	1
91004	Abandoned Vehicle	0	5	5	1
92001	Divorce & Support	0	0	0	1
92003	Walk Away (Ment. & Host.)	0	2	4	0
92004	Insanity	2	15	14	23
93001	PROPERTY DAMAGE ACCIDENT/PI	5	42	44	58
93002	Accident, Non-Traffic	0	14	20	12
93003	Civil Traffic Violations	0	0	1	0
93004	Parking Violations	0	0	4	1
93006	Traffic Policing	0	6	2	0
93007	Traffic Safety Public Relations	0	0	1	0
93008	Inspections/Investigations -Breathalyzer	0	2	1	0
94001	Valid Alarm Activations	0	2	1	1
94002	False Alarm Activations	8	73	63	56
95001	Accident, Fire	2	3	4	1
95003	Inspection, Fire	0	0	1	0
95004	Hazardous Condition	0	0	0	1
97001	Accident, Traffic	0	1	0	0
97003	Accident, Other Shooting	0	1	0	0
98000	Other Types Not Listed	0	0	3	2
98002	Inspections/Investigations -Motor Vehicles	0	0	1	0
98003	Inspections/Investigations -Property	1	9	8	1
98004	Inspections/Investigations -Other	0	1	3	3
98006	Civil Matters/Family Disputes	7	58	29	42
98007	Suspicious Situations/Subjects	13	182	215	177
98008	Lost/Found Property	2	17	14	15
98009	Inspections/Investigations -Drug Overdose	0	0	3	3
99001	Suicide	0	1	1	2
99002	Natural Death	0	4	4	4
99003	Missing Persons	0	2	3	6
99007	PR Activities	3	14	5	0
99008	General Assistance	15	234	321	242
99009	General Non-Criminal	1	28	24	60
Totals:		116	1374	1542	1246



# Communications



*Ogemaw County  
Genealogical & Historical  
Society*

P.O. Box 734  
West Branch, MI 48661  
(989) 701-2525

**2018 – General Information**

**Officers**

- **PRESIDENT- Lois Bergquist: elected 2015 (term expires December 31, 2018)**
- **Home: (989) 345-0459 Cell: 989 915- 8597**
- **VICE PRESIDENT-Mary Cole: elected 2016 (term expires December 31, 2019)**
- **Phone: (989) 345-7287**
- **SECRETARY-Barry Wilkinson: elected 2017 (term expires December, 2020)**
- **Phone 989 701-2224**
- **TREASURER-David Golden: elected 2016 (term expires December 31, 2019)**
- **Phone 989 345-2857**

**BOARD MEMBERS**

- **Nancy Griffin: elected December, 2015 (term expires December 31, 2018) Phone**
- **( 989) 345-0883**
- **Joyce Nelander: appointed January, 2013 (term expires December 31, 2019) Phone**
- **989 345-5529**
- **Charles Marquardt; elected December, 2014 ( term expires December 31, 2020)**
- **Phone 989 345-4235**

**“OGEMAW COUNTY HISTORICAL MUSEUM”**  
**GENERAL HOURS OF OPERATION**

**WE WILL BE CLOSED JANUARY, FEBRUARY, MARCH**

**Wednesday, Thursday and Friday each week from 10:00 a.m. to 2 p.m.  
Other days by appointment.**

**Please contact the Curator: Sally Rea at (989) 701 -2525 or (989) 343-0177, for additional information, or to set up an appointment to visit the Museum, or to volunteer to work in the Museum.**

*“Helping to preserve the history of the county and its families”*

# **Reports**

**Mayor**

**Council**

**City Manager**

**Public  
Comment  
-Any  
Topic**

# **Adjournment**