

-- AGENDA --

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD VIRTUALLY AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, MARCH 1, 2021, BEGINNING AT 6:00 P.M.

PLEASE NOTE: All guests and parties in attendance are asked to sign in if they will be making any comments during meetings, so that the City Clerk may properly record your name in the minutes. Public comments are limited to 3 minutes in length while matters from the floor are limited to 10 minutes, unless you have signed in and requested additional speaking time, and that the request is then approved by either the Mayor or a majority vote of Council. All in attendance are asked to silence all cell phones and other electronic devices. Accommodations are available upon request to those who require alternately formatted materials or auxiliary aids to ensure effective communication and access to City meetings or hearings. All request for accommodations should be made with as much advance notice as possible, typically at least 10 business days in advance by contacting City Clerk Amanda Stang at (989) 345-0500. [DISCLAIMER: Views or opinions expressed by City Council Members or employees during meetings are those of the individuals speaking and do not represent the views or opinions of the City Council or the City as a whole.] [NOTICE: **Audio and/or video may be recorded at public meetings of the City Council.**]

- I. Call to order
- II. Roll call
- III. Pledge of Allegiance
- IV. Scheduled matters from the floor
  - A. Phil Shaw Bigfoot Convention
- V. Public hearing
- VI. Additions to the agenda
- VII. Public comment on agenda items only (limited to 3 minutes)
- VIII. Bids
  - A. DPW Garage Sole Source Vendor-Miller Construction Quote
  - B. Beckett & Raeder-M30 Housing Project
- IX. Unfinished business
- X. New business
  - A. Bills
  - B. Board of Review Designations

- XI. Approval of the minutes and summary from the meeting held February 15, 2021.
- XII. Consent agenda
  - A. Treasurers report and investment summary
  - B. Minutes from the Airport Board Meeting held on January 20, 2021
  - C. Minutes from the DDA Meeting held on January 26, 2021
  - D. Minutes from the DDA Special Meeting held on February 1, 2021
- XIII. Communications
  - A. Charter
  - B. Michigan Public Policy Survey Redistricting 2020
- XIV. Reports and/or comments
  - A. Mayor
    - 1. Library Board Appointment
  - B. Council
  - C. Manager
    - 1. Scheduling of work sessions
- XV. Public comment any topic
- XVI. Adjournment

### UPCOMING MEETINGS-EVENTS

February 17 – Airport Meeting – 12:15pm at Airport  
February 23 – DDA Meeting – 12:00pm at City Hall  
March 1 – Council Meeting – 6:00pm at City Hall  
March 9 – Planning Commission – 6:00pm at City Hall

In response to the COVID -19 pandemic, City Council meetings will be broadcasted virtually. Council may be in attendance for the meeting with social distancing and facemasks requirements. If someone would like to address Council in person, special arrangements can be made to allow for in person comments subject to social distancing requirements. If you wish to speak in person, we ask that you call City Hall at 989-345-500 or email the City Clerk at [clerk@westbranch.com](mailto:clerk@westbranch.com) in order for the Council Chambers to be prepared for the in-person comments.

**Call to Order**

**Roll Call**

**Pledge of  
Allegiance**

**Scheduled  
Matters  
from the  
Floor**

# Public Hearings

# **Additions to the Agenda**

**Public  
Comment  
-Agenda  
Items**

# Bids

# Sole Source Vendor Exception Request

for

## Building repair

from

## Miller Construction

2/23/21

Pursuant to City Ordinance § 33.09 **SOLE SOURCE VENDORS**, “Supplies, materials, equipment and services may be purchased without formal bidding when the City Manager demonstrates in writing to the City Council that there is only one practical source for the supply, material, equipment or service.”

As such, City Manager, John Dantzer, is requesting that the City Council forego formal bidding and approve the proposal for the repairs to the DPW garage and award the bid to Miller Construction as they are were the original builders of the building. The advantage of having the original builder do the repairs is that they would have the necessary information on how the building was constructed and the availability to match the materials of the current building. In addition, the quote provided by Miller Equipment was very similar to what the insurance company claims adjuster computed and Miller’s quote total was approved by the insurance company.

Thank you.

City Manager John Dantzer

**MILLER CONSTRUCTION & EQUIPMENT, INC.**  
276 W. M-55  
WEST BRANCH, MI 48661  
(989) 345-2499

This Agreement, consisting of 5 pages, is entered into and effective on the latest date affixed below, by and between Miller Construction & Equipment, Inc. (Contractor) and the following Purchaser (s), collectively referred to in this Agreement as "Purchaser".

**PURCHASER (s) West Branch DPW Repair**

**ADDRESS** 121 North 4<sup>th</sup> ST      **TOWN** West Branch  
**COUNTY** Ogemaw

**STATE** MI.      **Zip** 48661      **PHONE** 989-345-0500

Materials and Services: Purchaser agrees to purchase from Contractor, and Contractor agrees to provide Purchaser, the material and services set forth herein. Contractor agrees to provide and said materials and labor in the manner and at the times set forth below:

Repair Damage to DPW building caused By Motor Vehicle running through wall to include the following Material and Labor

- 1-Replace Cement blocks in front wall to match existing as close as possible
  - 2- Replace all metal stud walls damaged to include the center partition wall
  - 3 Replace and or repair all GYP , (dry wall) in all room and all walls to include farthest north , back wall
  - 4- Paint all walls
  - 5-Repair and or replace all damaged Electric and components
  - 6-Repalce drop ceiling
  - 7- Remove and dispose of all damaged Material
  - 8-Replace all floor tile.
  - 9- Does not include Damaged Desk or Furniture
  - 10- Repair or replace front entry door, It appears to be out of adjustment or bent frame from wall damage
- Total material and Labor      \$27,985.00

\_\_\_\_\_ Purchaser's initials

Late Payment: Purchaser's account will be deemed delinquent unless all sums are paid when due as set forth in the "payment Terms" section above. In the event Purchaser fails to pay contractor any sums required under this Agreement within 30 days of their due date, Purchaser will pay contractor the Total Price plus a late payment charge equal to ten percent (10%) of the total price. The late payment charge is deemed and agreed between the parties to be reasonable liquidated damages in light of Contractor's actual losses due to late payment.

CERTIFICATE UNDER AGRICULTURAL PRODUCING EXEMPTION

The undersigned hereby certifies that all items, except as indicated hereon, are purchased for use or consumption, in connection with the production of horticultural or agricultural products as a business enterprise and agrees to reimburse the seller the sales tax if used or consumed otherwise. Illegal use of this certificate subjects persons to the penalties of the Sales Tax Act.

Date \_\_\_\_\_

Purchaser's Sig. \_\_\_\_\_

Purchaser hereby warrants and represents to Contractor that the undersigned is legally competent to enter into this Agreement, is the lawful owner or duly authorized representative of the owner (s) of the land where the construction called for herein is to be carried out, and is entering into this Agreement knowingly and voluntarily after fully reviewing its terms.

IN WITNESS WHEREOF, Purchaser and Contractor have executed and entered into this Agreement on the latest day and year set forth below:

Witness Signature: \_\_\_\_\_ Purchaser's Signature: \_\_\_\_\_

Print Witness name: \_\_\_\_\_ Print Purchaser's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature \_\_\_\_\_ Miller Construction & Equipment, Inc  
By: \_\_\_\_\_

Print Title \_\_\_\_\_  
Witness name: \_\_\_\_\_

Date: \_\_\_\_\_

### Additional Terms and Conditions

1. **Financing; Price:** Purchaser agrees that it bears sole responsibility for obtaining financing for the project contemplated herein, and that the failure to obtain financing shall not excuse Purchaser from its obligations under this Agreement. Purchaser's discovery of lower-cost materials or service providers after execution of this agreement does not excuse Purchaser from its obligations under this Agreement.
2. **Preparation of Site:** Purchaser will have Construction site accurately surveyed and boundary stakes set. Purchaser will be responsible for indicating to Contractor the location of the building on the construction site by placing survey stakes or by other reasonable means. Contractor will be responsible only for locating the building in accordance with Purchaser's instructions, and will not be responsible for any costs or damages, direct, indirect, consequential, or incidental, of the improper location of the building by Purchaser.
3. **Sub-Contractor:** Contractor may employ sub-contractors for any phase of construction it chooses and is under no obligation to use sub-contractors of Purchaser's choosing.
4. **Performance Bond and / or Payment Bonds:** Performance and/or payment bonds will not be furnished unless specifically provided for in a written addendum to this Agreement signed by all parties. The amount of Premium for any such bond shall be added to the Total Price.
5. **Soil Condition:** Except as specifically provided for in a written addendum to this Agreement signed by all parties, Contractor shall not be responsible for soil or sub- surface conditions at the construction site, including, but not limited to, excessive underground water/moisture, poor soil, underground contamination, buried material, tanks, lines, drain tiles, or any condition Contractor deems inappropriate for construction. Any and all reasonable costs or expenses incurred by Contractor in bringing the construction site into a condition suitable for construction, in Contractor's sole judgment, shall be charged to Purchaser on a time and materials basis, shall be paid by Purchaser upon Completion, and shall constitute an addition to the Total Price.
6. **Construction Standards; Materials:** Contractor agrees to construct the project contemplated herein according to building standards that prevail in Ogemaw County, Michigan at the time of the project. Use of standard building materials by contractor is deemed sufficient to fulfill the requirements of this Agreement, subject to the warranties and exclusion set forth in paragraph 9 and 10 below.
7. **Termination of Work Before Completion:** If Purchaser shall direct or cause Contractor to stop work at any time after the execution date of this Agreement and before completion for any reason whatsoever, Purchaser shall immediately pay to Contractor the cost of all work performed and materials ordered, plus an amount equal to ten percent (10%) of the Total Price, as liquidated damages for Contractor's expense as a result of termination. The 10% charge is deemed and agreed between the parties to be reasonable liquidated damages in light of Contractor's actual losses due to the termination.
8. **Additional Payments:** Purchaser agrees to pay contractor upon completion of Construction, in addition to the Total Price, the Amount of any increases in the cost to Contractor of materials included herein occurring after execution of the Agreement.

9. Exclusive Warranty as to Services: Contractor warrants that all services provided hereunder will be completed in a workmanlike manner according to standard trade practices, subject to the following:

Contractor shall be given a reasonable opportunity to cure any such defect. Contractor shall not be liable for any damages of any form whatsoever due to any improper use or lack of maintenance of the structure contemplated herein. The obligation of Contractor to Purchaser regarding defects in services rendered herein shall be limited to cure by Contractor or return of any amounts paid for said services, as determined in the sole reasonable judgment of Contractor.

THE PARTIES HERETO AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED.

10. EXCLUSION of warranties as to Materials; Remedies: CONTRACTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY GOODS AND MATERIALS SOLD AS A PART OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF SUCH GOODS OR MATERIALS, OR THEIR MERCHANTABILITY, FITNESS, ADAPTIBILITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE. AS TO ANY SUCH GOODS OR MATERIALS, PURCHASER BUY THEM FROM CONTRACTORS "AS IS".  
The foregoing shall not limit the liability of any manufacturer of the goods or materials sold herein under its own warranty.

Contractor shall not be liable for any loss or damage, direct or indirect or consequential, including but not limited to, business interruption and injury to persons or property, resulting from non-delivery or late delivery, improper installation, product failure or faulty operation, non-merchantability, or lack of suitability for use of any of the goods or materials sold as part of the project contemplated herein.

11. Inability to Perform: Contractor shall not be liable for any delay or failure in performing any of its obligation hereunder, when any such delay or failure is occasioned by causes or contingencies beyond its reasonable control, including but not limited to acts of God, fires, floods, explosions, war, acts of public enemy, strikes, lockouts, labor or employment difficulties, epidemics, embargos, governmental action of any kind or all kinds, compliance with which is either voluntary or compulsory, inability to procure raw materials, supplies, fuel, power or common carrier transportation equipment, physical breakdown or any part of its plant machinery or equipment, and failure of performance by any supplies of materials to Contractor. In case of any such causes or contingencies. Contractor shall have the right to cancel all or any part of this Agreement without any liability on its part, and Purchaser shall be liable to Contractor for All Services and Materials provided prior to cancellation.
12. Deliveries and Completion Dates: Any delivery or completion date described herein or otherwise given by Contractor is only an approximate date and Contractor may deliver or complete within a reasonable time prior to or after such date. In no event shall delay in delivery or completion for the causes set forth in paragraph nine (9) above be deemed a breach of this Agreement.



February 17, 2021

**John Dantzer, City Manager**  
City of West Branch  
121 N 4<sup>th</sup> Street  
West Branch, MI 48661

**Regarding: M-30 Housing Project  
Engineering and Landscape Architecture Services**

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*initiative*

Mr. Dantzer,

Beckett & Raeder, Inc. (BRI) is pleased to submit a proposal for engineering and landscape architecture services for the M-30 Housing Project. We understand that BRI's service will consist of two distinct scopes of work. The first part will be to develop an overall schematic engineering design for the M-30 Housing Project. This scope of work will advance the existing conceptual plan through the development of more detailed engineering of site grading, public utilities, and stormwater management. This effort will provide for the coordinated development of the whole development project so that each phase supports the construction of the future phases. After completion and approval of the schematic engineering plan, BRI will proceed with the second part of our services. The second part of our services will be to provide construction documents for the public utilities and roadway that will serve first phase multifamily housing component of the project. The attached figures illustrate the conceptual plan and the public infrastructure required for Phase I.

Following is our understanding of the detailed scope of work:

#### **Schematic Engineering Design**

An illustration of the conceptual plan that will be the basis for the schematic design engineering is attached to this proposal. BRI's proposed Overall Schematic Engineering work scope includes the following services:

- A face-to-face project kick-off meeting to review the project scope.
- The Schematic Design Plan deliverables which will consist of the following documents:
  - o Existing Conditions Plan
  - o SD Removal Plan
  - o SD Site Layout and Materials Plan
  - o SD Grading Plan
  - o SD Utility Plan (water, sanitary sewer, and storm sewer)
  - o SD Stormwater Management Plan
  - o SD General Details

Beckett & Raeder, Inc.  
535 West William, Suite 101  
Ann Arbor, MI 48103

Petoskey Office  
113 Howard St.  
Petoskey, MI 49770

Traverse City Office  
148 East Front Street, Suite 207  
Traverse City, MI 49684

Toledo  
419.242.3428 ph

734 663.2622 ph  
734 663.6759 fx

231 347.2523 ph  
231 347.2524 fx

231 649.1065 ph  
231 944.1709 fx

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*initiative*

- We have assumed two virtual meetings with the staff of the City of West Branch to review and verify the schematic design.
- We have included in our schematic design work scope two rounds of revisions following receipt of comments and design input from the client.

### **Phase I Multi Family – Construction Documents for Public Infrastructure**

An illustration of the phase I public infrastructure that will support the multifamily development is highlighted attached to this proposal. BRI's Phase I public infrastructure construction document work scope includes the following services:

- Preparation of Phase I Construction deliverables which will consist of the following documents:
  - Existing Conditions Plan
  - CD Removal Plan
  - CD Soil Erosion Sedimentation Control Plan
  - CD Site Layout and Materials Plan
  - CD Grading Plan
  - CD Utility Plan
  - CD Utility Plan & Profiles
  - CD Stormwater Management Plan
  - CD Site Details
  - CD Utility Details
  - CD Stormwater Details
  - CD Landscape Plan
  - CD Landscape Details
  - Technical specifications for Water and Sanitary Sewer
- We have assumed one virtual meeting and one in-person meeting with the staff of the City of West Branch to review and verify the construction documents.
- We have included in our schematic design work scope two rounds of revisions following receipt of comments and design input from the client.
- Assistance with the submission of applications for construction permits and approvals, including (1) response to review comments and incorporation of required modifications for each permit. We are anticipating the following agency permit approvals will be required for Phase I:
  - EGLE Wastewater Construction Permit for extension of sanitary sewer
  - EGLE Water Supply Permit for extension of watermain

- o Ogemaw County Soil Erosion and Sedimentation Control
- o Stormwater Management Plan Approval

**Bid Support Services (Optional)**

- Prepare construction bid and contract documents
- Administer plan distribution to contractors
- Coordinate pre-bid meeting
- Respond to Contractor Requests for Information
- Prepare bid addendums
- Review bids and provide a recommendation for award

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**Construction Administration (Optional)**

BRI will provide Construction Administration services including:

- Attend pre-construction meeting
- Product submittal and shop drawing reviews
- Review and responses to Contractor Requests for Information
- Progress meetings
- Site visits
- Full time construction oversight required by EGLE for construction of public sanitary sewer and public watermain.
- Review of completed construction for adherence to documents
- Preparation of preliminary and final punch lists
- Verification of punch list completion
- Incorporate Contractor’s as-built markups into project CAD files
- Prepare and Submit record project documents to the City of West Branch

**Schedule**

It is understood that construction would begin in the spring of 2021. To meet this goal, our proposed schedule would be as follows:

Phase	Begins	Duration
Schematic Design	March 1	6 Weeks
Construction Documents	Mid-April	6 Weeks
Permit Prep for Submittal	June	1 Week
Bidding	To Be Determined	TBD
Construction	To Be Determined	TBD

This schedule does not anticipate extra time for extended owner review, meetings, design refinements, or other delays. Additional services resulting from a substantial extension in

this approximate schedule will be performed on an additional hourly fee basis upon owner authorization.

### **Work Not Included**

Work not included in this proposal is as follows:

#### *Fieldwork*

Boundary Survey  
Topographic Survey  
Tree Survey  
Geotechnical Investigation or Soil Borings  
Environmental Investigations (Phase I or Phase II)  
Wetland Delineation or Survey  
Survey or location of existing gas, electrical or telecommunication utilities

#### *Technical Designs or Studies*

Watershed modeling  
Geotechnical investigation-based pavement section recommendations  
Determination of existing sewer capacity  
Determination of watermain capacity for potable water or fire protection  
Site Electrical and Mechanical Design  
Site Lighting Documents and Photo Metrics  
Hydrologic or hydraulic studies/modeling  
Design of Irrigation systems  
Floodplain studies  
Design of offsite improvements  
Technical Specifications not specified in this proposal  
Preparation of a subdivision plat, site condominium documents, easement descriptions or any other legal documents.  
Traffic studies or intersection improvements  
Coordination of gas, electrical or telecommunication utility service  
3D drawings or renderings

#### *Other Services or Expenses*

Document printing or reproduction (BRI will provide .pdf files at no cost)  
Transmittal of paper documents  
As-built survey for record documents  
Permit submittals other than those specifically listed in the above scope of services

#### *Application Fees, Review Fees, and Permit Fees*

All cost of the submissions and reviews shall be a reimbursable expense or paid directly by the owner.

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**Professional Fees**

Beckett & Raeder, Inc. proposes to work on a lump sum basis based on the following breakdown:

Overall Schematic Design Plans	\$29,910.00
Phase I Construction Documents	<u>\$33,955.00</u>
TOTAL FEE	\$63,865.00

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**Additional Services**

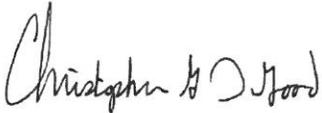
Any additional services including but not limited to attendance at additional meetings, site visits, public meetings, promotional graphics, or other services not specifically outlined above will be provided upon request and invoiced at the BRI hourly rate schedule in affect at the time of service.

**Invoicing**

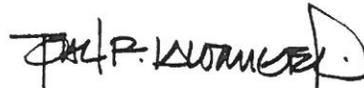
Invoices will be issued monthly based on percent complete for each segment of work.

We look forward to working with you on this project. Please give me a call if you have any questions regarding our proposal.

Respectfully submitted,



Christopher G. DeGood, PE  
Senior Associate



John Iacoangeli, FAICP, LEED AP, CNU-A  
Principal

**Attachments:**

- Exhibit A – Conceptual Plan
- Exhibit B – Phase 1 Multi-Family Service Agreement
- 2021 BRI Rate Schedule

SERVICE AGREEMENT  
West Branch M-30 Residential Development  
Project #: TBD

Firm: Beckett & Raeder, Inc.  
535 West William, Suite 101  
Ann Arbor, MI 48103  
734.663.2622

Client: John Dantzer, City Manager  
City of West Branch  
121 N 4th Street  
West Branch, MI 48661

This Service Agreement ("Agreement") is between the Firm and Client and is effective on the date last signed by both parties. Client desires to retain Firm as an independent contractor to provide certain services and/or deliverables under the conditions set forth in this Agreement, and Firm desires to provide those services and/or deliverables.

For each project under this Agreement ("Project"), Firm and Client shall agree on a written Scope of Work ("Scope") that shall contain a description of one or more of the following, as applicable:

1. any and all documents, renderings, photographs, drawings, summaries, reports, analysis, studies or other written materials to be created and/or delivered by Firm ("Written Materials");
2. the services to be provided by Firm ("Services");
3. milestone and completion dates for each Written Material and Service;
4. the amount and timing of fees and expenses to be paid by Client to Firm for each Written Material and Service; and
5. all information and materials to be provided by Client as necessary for Firm to complete each Written Material and Service.

Written Materials and Services are collectively referred to as "Deliverables." Each Scope shall be attached to this Agreement and subject to the terms and conditions of this Agreement.

This Agreement is comprised of this cover page, the Terms and Conditions attached to this cover page and each Scope executed by the parties. Client's signature is required below and its initials are required at the end of the Terms and Conditions.

**Prepared by:**

John Iacoangeli, Principal  
(printed name and title)

**AGREED AND ACCEPTED:**  
**BECKETT & RAEDER, INC. / BRI, INC.**

By: \_\_\_\_\_  
(signature)

Name: John Iacoangeli  
(printed)

Title: Principal

Date: \_\_\_\_\_

\_\_\_\_\_  
(Client's Full Legal Name)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### ***Warranties and Disclaimer.***

Firm warrants that (a) all Deliverables provided to Client shall be Firm's original work, or that Firm will have acquired all rights necessary to fulfill its obligations under this Agreement and each Scope; (b) all Deliverables shall be provided in a diligent, prompt, and professional manner by individuals with the necessary knowledge and training to provide such Deliverables; and (c) all Deliverables will be provided in accordance with the milestones agreed to in the applicable Scope; provided that Client timely, accurately and completely performs all of its obligations under this Agreement and the Scope. The warranties described in this Section are the only warranties Firm makes under this Agreement. FIRM DISCLAIMS, AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

### ***Insurance.***

Upon request, Firm will furnish the Client with a written description of insurance coverages being maintained by Firm, which may be related to Firm's provision of Deliverables. No oral representations regarding insurances shall be binding upon Firm.

### ***Termination.***

This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other party. In the event of termination, Firm shall be paid all amounts due and owing from Client for Firm's performance up to the effective date of termination. Upon payment of all such amounts, Firm shall deliver to Client all Written Materials under each Scope, whether in final form or as works in process; provided that Firm assumes no liability for the use of any Written Materials that are a work in process upon delivery to Client, unless specifically agreed to in writing by Firm. All provisions of this Agreement relating to ownership, indemnification and limitations of liability shall survive termination of this Agreement.

### ***Payment.***

Firm shall bill for Deliverables, and reimbursable costs incurred, on a periodic basis as set forth in the Scope. Each invoice shall be due and payable within thirty (30) days of receipt by Client. If an invoice is not paid within this time period Firm may, upon seven (7) days written notice to Client, suspend provision of Deliverables under the applicable Scope until all past due amounts are paid. In addition, invoices over sixty (60) days past due may be charged monthly interest at the rate of eighteen percent (18%) per annum on the unpaid balance or the highest lawful rate, whichever is less.

### ***Cost Estimates.***

Since Firm has no control over the cost of labor and materials or over competitive bidding and/or market conditions, any estimates of equipment, construction or operating costs will be made on the basis of Firm's experience, but Firm does not warrant the accuracy of such estimates as compared to contractors' bids or actual costs incurred.

### ***Client Responsibilities - Generally.***

Client shall provide Firm with all access to Client's personnel, facilities, computers, materials and all other equipment reasonably necessary for Firm to provide the Deliverables as specified in the applicable Scope. Client will obtain any consent required from a third party to permit Firm to access and use that third party's hardware, software or other proprietary material under Client's possession and control in order for Firm to provide the Deliverables under the applicable Scope. Client warrants that it shall timely, accurately and completely perform those obligations and assume those responsibilities specified in this Agreement and in each applicable Scope, including, but not limited to, the timely rendering of all required decisions and approvals. Should Client fail to comply with this warranty, Firm shall receive an appropriate extension of time to provide the Deliverables under the applicable Scope, and Client shall reimburse Firm for all additional direct costs or expenses incurred by Firm as a result of Client's noncompliance.

### ***Site Access and Security.***

Client shall obtain authorization for entry and use of land as necessary for Firm to timely perform its obligations under this Agreement. Client shall be solely responsible for any claims arising from the disturbance of surface or subsurface lands or waters caused by the performance of any of Firm's obligations under this Agreement, except for such damage as caused by the sole negligence of Firm.

**Site Conditions.**

Client recognizes that the presence of hazardous materials or pollution on or beneath the surface of a site may create risks and liabilities. Firm has neither created nor contributed to the presence of any hazardous materials or pollution. Consequently, Client recognizes and hereby acknowledges that this Agreement accordingly limits Firm's liability.

**Federal / Local Right to Know Compliance.**

In compliance with the Federal Hazard Communication Standards and applicable local laws or ordinances, Client shall provide Firm with a list of hazardous substances in the work place to which Firm employees or subcontractors may be exposed in performance of its obligations under this Agreement and each Scope. Client shall also provide a listing of protective measures in case exposure to said hazardous substances occurs.

**Shop Drawings.**

If shop drawing review is provided under a Scope, Firm will check and review samples, catalog data, schedules, shop drawings laboratory, shop and mill tests and materials and equipment, and all other data which the contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the construction Contract Documents.

**Construction Phase Services.**

When authorized to provide construction observation or construction management services, Firm's liability with regard to the compliance of construction to Construction Documents prepared by Firm shall be only as expressly described in the Scope.

**Ownership and Use of Deliverables.**

Unless otherwise expressly provided in a Scope, Firm will own all rights, title and interests, including intellectual property rights, in and to all Deliverables and other materials created in connection with or pursuant to this Agreement. No Deliverables will be considered "works made for hire" as that term is used in association with the U.S. Copyright Act. Nothing herein shall be construed to restrict, or constitute an assignment of, any of Firm's rights or proprietary interests in its methodologies, techniques, technology or products. Upon the payment of all amounts owed to Firm under the applicable Scope, Client will own its copies of all Deliverables provided to Client by Firm, and may copy, use, modify, adapt, translate and distribute all such Deliverables within its organization without restriction. The Deliverables may be used only for Client's business purposes as described in the applicable Scope. Any reuse or other use of any Deliverables after they have left the custody of Firm shall be at Client's sole risk without liability to, or cause of action against, Firm.

**Limitation of Liability.**

In recognition of the relative risks, rewards and benefits of the Projects to both the Client and the Firm, the risks have been allocated such that the Client agrees that, regardless of the form of action or theory of recovery, in no event shall Firm be liable to Client in connection with this Agreement and/or Deliverables for any (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if Firm has been advised of the possibility of such damages; (b) lost profits, lost revenue, lost business expectancy, business interruption losses or benefit of the bargain damages; (c) act or omission of any third party, except for Firm's authorized subcontractors; and/or (d) direct damages in an amount in excess of all amounts received by Firm under the Scope under which the claim arose or \$100,000, whichever is less. These limitations apply to, without limitation, Firm's negligence, errors, omissions, strict liability, and breach of contract.

**Dispute Resolution.**

Any dispute between the parties arising out of or related to this Agreement and/or the Deliverables shall be initially submitted to non-binding mediation and in such event each party shall be equally responsible for the expense of the neutral mediator. If mediation is unsuccessful or is not commenced within thirty (30) days of written notice to the other party of a dispute, the dispute shall be resolved by arbitration. These dispute resolution procedures shall be conducted in accordance with the Construction Industry Rules of the American Arbitration Association and the arbitrator(s) shall have the power to award legal and equitable remedies. Judgment upon the award may be entered in any court having jurisdiction thereof. Nothing herein shall prevent either party from seeking injunctive or other equitable relief from a court of competent jurisdiction pending the conduct and outcome of arbitration.

**No Employee Solicitation.**

During the term of this Agreement and for a period of one (1) year after its termination, Client shall not hire, solicit for hire, use, and/or contract with any individual(s) who was or is a Firm employee during the term of this Agreement. Client stipulates to the reasonableness of this provision to protect Firm's legitimate business interests in its workforce.

**No Third Party Rights.**

This Agreement does not create any rights or benefits to parties other than the Client and Firm.

**Independent Contractor Status**

Firm is an independent contractor and not an employee, agent, joint-venturer or partner of Client. Firm has no authority to create any obligations for Client, is not entitled to any benefits of Client employees, and is responsible for its own costs and legal responsibilities of doing business, including insurance, taxes, workers compensation, equal opportunity compliance, immigration requirements, and employment benefits.

**Subcontractors.**

Unless expressly prohibited in a Scope, Firm may use subcontractors to provide Deliverables for Client.



## 2021 Professional Service Fee and Structure

Beckett & Raeder, Inc. / BRI, Inc. is pleased to submit for consideration the following fees for professional services and time / material services:

**AS REQUIRED BY CLIENT:**

Principal	\$145.00 Hour
Senior Associate	\$135.00 Hour
Senior Project Manager	\$130.00 Hour
Senior Professional Engineer	\$130.00 Hour
Associate	\$125.00 Hour
Senior Project Professional/Landscape Architect/Planner	\$120.00 Hour
Project Manager	\$120.00 Hour
Professional Engineer	\$120.00 Hour
Senior GIS Specialist	\$110.00 Hour
Project Engineer (E.I.T.)	\$105.00 Hour
Senior Project Site Representative	\$100.00 Hour
Project Professional/Landscape Architect/Planner	\$100.00 Hour
GIS Technician	\$ 90.00 Hour
Resident Project Site Representative	\$ 80.00 Hour
Computer Technician /CAD Technician	\$ 80.00 Hour
Clerical	\$ 65.00 Hour
Interns (non-degreed)	\$ 60.00 Hour
Inspection Forms	At Cost
Printing and Duplicating	At Cost
Photography	At Cost
Postage / UPS / FedEx	At Cost
Permit Application Fees	At Cost
Site Plan Review Fees	At Cost
Travel Expenses (Airfare, Lodging, Meals, Fares, etc)	At Cost
Mileage	At Current Federal Rate

*Note: Rates will be adjusted on the first of each year and billings will reflect the rates in effect at the time of services rendered*

1/14

Ogemaw Hill Estate

West Branch, MI

Conceptual Plan

Scale: 1/8" = 1'-0"

Date: 1/14/14

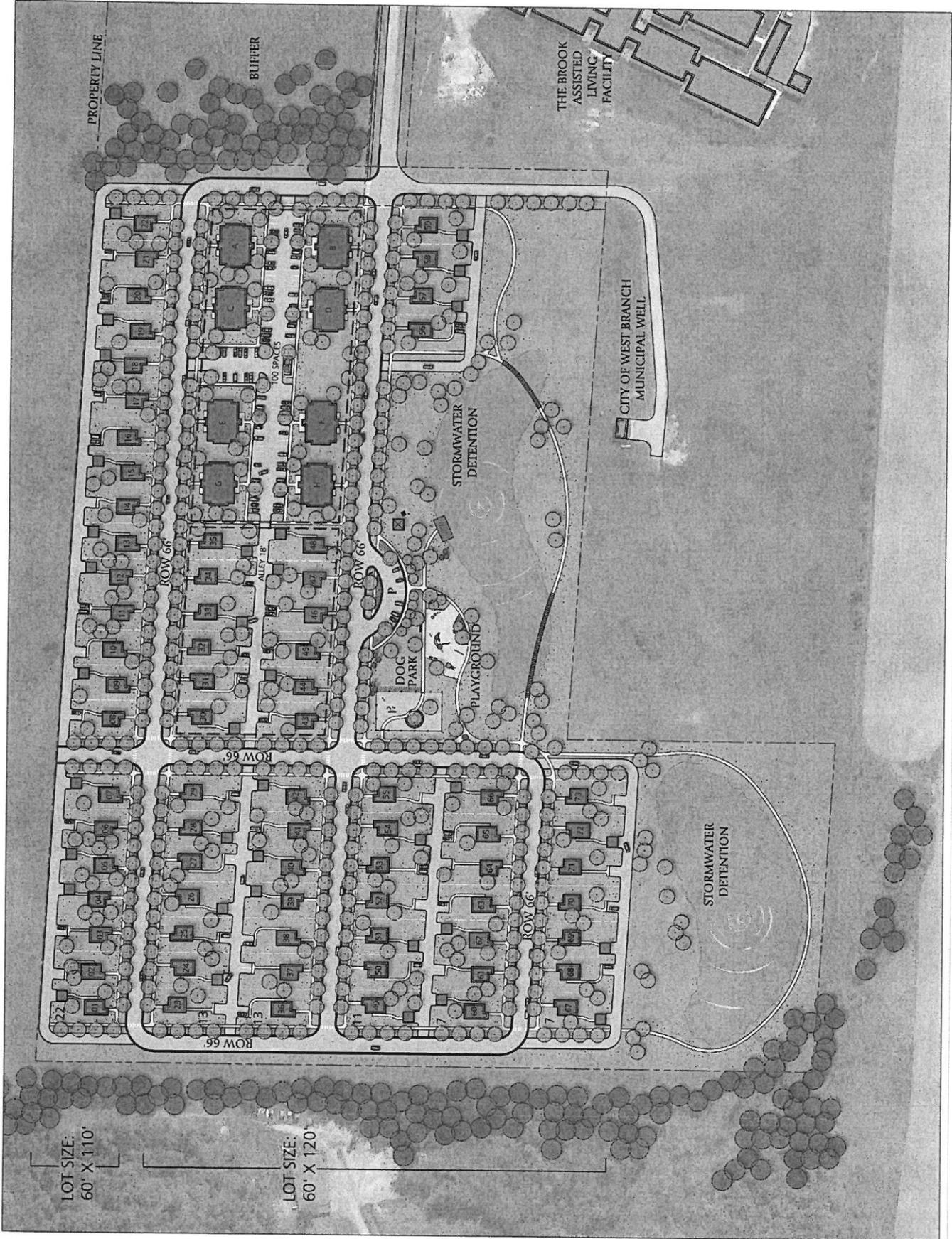
Sheet No. 04

Drawn By: J.R.

Checked By: J.R.

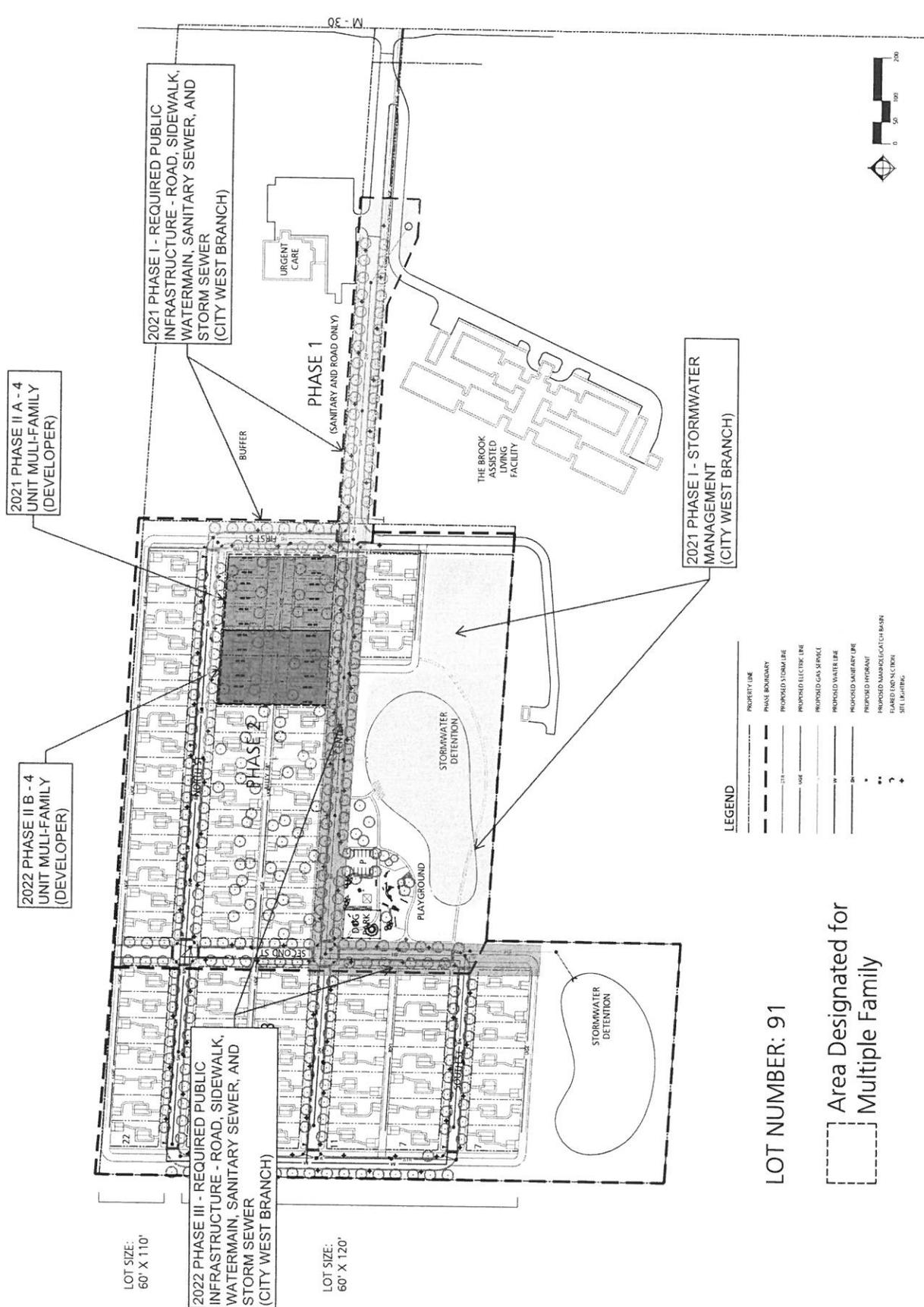
Approved By: J.R.

XXXXXXXXXX



LOT SIZE:  
60' X 110'

LOT SIZE:  
60' X 120'



# **Unfinished Business**

# **New Business**

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

BILLS	\$59,715.95
<i>BILLS AS OF 2/26/21</i>	<i>\$59,715.95</i>
<i>Additions to Bills as of</i>	<i>\$0</i>
<i>Paid but not approved</i>	<i>\$0</i>
<b>TOTAL BILLS</b>	<b>\$59,715.95</b>

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

Vendor Name	Amount	Description
ADVANCED CHEMICAL & SUPPLY INC	114.08	WWTP SUPPLIES
BADER & SONS CO	637.62	PARTS # 73, 75 & 2
BECKETT & RAEDER	7,097.50	M 30 PUD PROJECT
BUNTING SAND & GRAVEL PRO INC	270.50	SAND FOR MAIN BREAK
CINTAS	93.45	WWTP SUPPLIES
CONSUMERS ENERGY	161.49	ELECTRIC
DLL FINANCIAL SERVICES INC	70.08	POLICE COPIER
GRAINGER	68.96	WWTP SUPPLIES
MARTEL	65.00	PHONE SYSTEM FIX
MERS OF MICHIGAN	21,496.92	RETIREMENT FEBRUARY
MICHIGAN CHAMBER SERVICES INC	132.00	LABOR LAW POSTERS
MICHIGAN PIPE & VALVE	893.00	WATER SUPPLIES
MVW & ASSOCIATES INC	1,000.00	ASSESSOR CONTRACT MARCH
OGEMAW COUNTY HERALD ADLINER	117.81	PUBLISH MINUTES
OGEMAW FIRE DEPARTMENT	25,635.00	2021 APPROPRIATION
QUILL CORPORATION	29.95	DPW SUPPLIES
STATE OF MICHIGAN	322.00	WATER SAMPLES
STATE SUPPLY CO	122.97	WWTP SUPPLIES
UNUM LIFE INSURANCE CO OF AMERICA	924.95	LT ST DISABILITY & LIFE
UPS	9.02	WWTP SHIPPING
VERIZON WIRELESS	203.65	CELLPHONES
WEST BRANCH RETAIL MERCHANTS	250.00	RODEO SPONSORSHIP
<b>TOTAL</b>	<b>59,715.95</b>	

## 9.7 MEETINGS OF THE BOARD OF REVIEW.

(a) The Board of Review shall convene in its first session on the second Monday in March of each year at such time of day and place as shall be designated by the Council and shall remain in session for at least four hours for the purpose of considering and correcting the roll. In each case in which the assessed value of any property is increased over the amount shown on the assessment roll as prepared by the assessor, or any property is added to such roll by the Board, or the Board has resolved to consider at its second session such increasing of an assessment or the adding of any property to such roll, the Assessor shall give notice thereof to the owner as shown by such roll by a first class letter mailed not later than the second day following the end of the first session of the Board. Such notice shall state the date, time, place and purpose of the second session of the Board. The failure of the owner to receive such notice shall not invalidate any assessment roll or assessment thereon.

(b) The Board of Review shall convene in its second session on the fourth Monday in March of each year for two consecutive days and as much longer as may be necessary, from 9:00 a.m. to noon and from 1:00 p.m. to 4:00 p.m., at such place as shall be designated by the Council and shall continue in session until all interested persons have had an opportunity to be heard, but in no case for less than eight hours. The Board of Review shall convene for at least one evening session from 7:00 p.m. to 9:00 p.m. The Board may not increase any assessment or add any property to the rolls, except in those cases in which the Board resolved at its first session to consider such increase or addition.

According to the Charter, Council will need to designate the time of day and location for the first meeting in March. It is the Board of Reviews request to have it at 9:00 am at City Hall.

Council will also need to designate the location of the second meetings in March. It is the Board of Reviews request to have it at City Hall

Both designations could be made in the same motion. We would need something to the affect that City Council designates all Board of Review meetings to be held at City Hall with the first meeting in March to be held at 9:00 a.m.

# **Approval of Council Minutes & Summary**

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD VIRTUALLY ON MONDAY, FEBRUARY 15, 2021.

Mayor Frechette called the meeting to order at 6:10 pm due to technical difficulties.

Present: Mayor Frechette, Council Members Zimmerman and Powley. Via Zoom in West Branch due to Covid-19 were Council Members Bennett, Jackson, Pugh and Schmieder-Kups.

Absent: None

Other officers present: City Manager Dantzer, City Clerk Stang, DPW Superintendent Killackey, and Police Chief Walters.

Everyone stood for the pledge of allegiance.

Heather Neuhaus presented special event permits for the 4<sup>th</sup> of July Parade and an Ogemaw County Job Fair Expo.

Council approved the 4<sup>th</sup> of July and Ogemaw County Job Fair Expo special event permits contingent on state covid restrictions.

Council discussed a Covid Declination policy but it was the consensus of Council to not pursue any further action.

Council approved bills in the amount of \$71,643.99

Council approved the Downtown Rodeo special event permit contingent on state covid restrictions.

Council approved the Silver Sponsorship for the Downtown Rodeo.

Council approved the Bigfoot conference special event permit contingent on state covid restrictions.

Council approved Resolution 21-07 Houghton Ave Configuration.

Council approved the minutes and summary from the meeting held February 1, 2021.

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

Member Jackson and Manager Dantzer gave reports.

Mayor Frechette adjourned the meeting at 6:46 pm.

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD VIA VIDEO CONFERENCE IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, FEBRUARY 15, 2021.

Mayor Frechette called the meeting to order at 6:10 p.m. due to technical difficulties.

Present: Mayor Paul Frechette, Council Members Cathy Zimmerman and Chris Powley. Via Zoom, located in West Branch due to Covid 19: Council Members Joanne Bennett, Mike Jackson, Ellen Pugh and Tiffany Schmieder-Kups.

Absent: None

Other officers present: City Manager John Dantzer, Clerk Amanda Stang, Public Works Superintendent Mike Killackey, Police Chief Ken Walters.

All stood for the Pledge of Allegiance.

\* \* \* \* \*

**Heather Neuhaus presented Special Event permits for an Independence Day Parade and an Ogemaw County Job Fair & Expo Event.**

\* \* \* \* \*

**MOTION BY ZIMMERMAN, SECOND BY JACKSON, TO APPROVE THE INDEPENDENCE DAY PARADE SPECIAL EVENT PERMIT CONTINGENT ON STATE COVID RESTRICTIONS.**

**Yes — Bennett, Frechette, Jackson, Powley, Pugh, Schmieder-Kups, Zimmerman**

**No – None**

**Absent – None**

**Motion carried**

\* \* \* \* \*

**MOTION BY FRECHETTE, SECOND BY ZIMMERMAN, TO APPROVE THE OGEMAW COUNTY JOB FAIR AND EXPO SPECIAL EVENT PERMIT CONTINGENT ON STATE COVID RESTRICTIONS.**

**Yes — Bennett, Frechette, Jackson, Powley, Pugh, Schmieder-Kups, Zimmerman**

**No – None**

**Absent – None**

**Motion carried**

\* \* \* \* \*

**COUNCIL DISCUSSED THE COVID DECLINATION PLAN AND TOOK NO ACTION ON THE ITEM.**

\* \* \* \* \*



**Yes — Bennett, Frechette, Jackson, Powley, Pugh, Schmieder-Kups, Zimmerman**

**No – None**

**Absent – None**

**Motion carried**

\* \* \* \* \*

**MOTION BY PUGH, SECOND BY POWLEY, TO RECEIVE AND FILE THE TREASURER’S REPORT AND INVESTMENT SUMMARY.**

**Yes — Bennett, Frechette, Jackson, Powley, Pugh, Schmieder-Kups, Zimmerman**

**No – None**

**Absent – None**

**Motion carried**

Council Member Jackson gave a kudos to the DPW crew for their timely removal of all the snowfall.

Manager Dantzer noted that there may be a delay in snow removal as one of the plow trucks is out of commission until it is repaired.

\* \* \* \* \*

Mayor Frechette adjourned the meeting at 6:47 pm.

\_\_\_\_\_  
Paul Frechette, Mayor

\_\_\_\_\_  
Amanda Stang, Clerk

# Consent Agenda

Bank Code	Description	Beginning Balance 02/01/2021	Total Debits	Total Credits	Ending Balance 02/28/2021
<b>GEN1 GEN1 - GENERAL CHECKING</b>					
101		848,023.61	59,757.45	115,650.79	792,130.27
150	CEMETERY PERPETUAL CARE	31,650.21	0.00	0.00	31,650.21
209	CEMETERY FUND	7,018.17	950.71	1,241.13	6,727.75
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	999.91	0.00	0.00	999.91
248	DDA OPERATING FUND	195,207.41	615.76	6,603.86	189,219.31
251	INDUSTRIAL PARK FUND	14,888.34	0.00	129.81	14,758.53
276	HOUSING RESOURCE FUND	130,134.62	787.27	15,835.00	115,086.89
318	SEWER DEBT FUND	111,680.83	29,842.30	24.33	141,498.80
319	WATER DEBT FUND	70,123.24	6,835.09	5.05	76,953.28
390	SEWER FUND	265,329.27	60,705.09	40,994.65	285,039.71
391	WATER FUND	605,418.49	46,025.79	12,770.34	638,673.94
392	WATER REPLACEMENT FUND	453,199.40	0.00	0.00	453,199.40
393	SEWER COLLECTION	173,245.86	8,081.23	2,052.05	179,275.04
361	EQUIPMENT FUND	77,613.71	18,894.95	8,616.80	87,891.86
704	PAYROLL CLEARING	24,849.90	71,701.29	71,701.29	24,849.90
705	IRONS PARK ENTERTAINMENT FUND	4,950.80	0.00	0.00	4,950.80
707	YOUTH SAFETY PROGRAM	15.00	0.00	0.00	15.00
GEN1 - GENERAL CHECKING		3,014,348.77	304,196.93	275,625.10	3,042,920.60
<b>MAJOR/ LOCAL STREETS</b>					
202	MAJOR STREET FUND	589,646.51	18,975.73	39,802.43	568,819.81
203	LOCAL STREET FUND	262,235.80	14,889.03	8,730.15	268,394.68
MAJOR/ LOCAL STREETS		851,882.31	33,864.76	48,532.58	837,214.49
<b>PAYROLL</b>					
704	PAYROLL CLEARING	18,411.88	71,701.29	75,344.25	14,768.92
PAYROLL		18,411.88	71,701.29	75,344.25	14,768.92
<b>CHEM SAVINGS</b>					
101		459,581.85	0.00	0.00	459,581.85
150	CEMETERY PERPETUAL CARE	1,680.52	0.00	0.00	1,680.52
251	INDUSTRIAL PARK FUND	244.48	0.00	0.00	244.48
391	WATER FUND	26,409.04	0.00	0.00	26,409.04
392	WATER REPLACEMENT FUND	19,790.09	0.00	0.00	19,790.09
393	SEWER COLLECTION	3,182.23	0.00	0.00	3,182.23
361	EQUIPMENT FUND	103,503.36	0.00	0.00	103,503.36
SAVINGS		614,391.57	0.00	0.00	614,391.57
<b>TAX TAXES</b>					
701	TAX AGENCY	157,190.51	353,524.21	474,151.64	36,563.08
TAXES		157,190.51	353,524.21	474,151.64	36,563.08
<b>TOTAL - ALL FUNDS</b>		<b>4,656,225.04</b>	<b>763,287.19</b>	<b>873,653.57</b>	<b>4,545,858.66</b>

FUND: ALL FUNDS  
 INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 02/01/2021	Total Debits	Total Credits	Ending Balance 02/28/2021
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 C	114,701.74	0.00	0.00	114,701.74
004.400	CERTIFICATE OF DEPOSIT D	115,271.06	0.00	0.00	115,271.06
	CEMETERY PERPETUAL CARE	<u>229,972.80</u>	<u>0.00</u>	<u>0.00</u>	<u>229,972.80</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	25,000.00	0.00	0.00	25,000.00
	INDUSTRIAL PARK FUND	<u>125,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>125,000.00</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>854,972.80</u>	<u>0.00</u>	<u>0.00</u>	<u>854,972.80</u>

The West Branch Community Airport Board met on this date remotely via Zoom. The meeting was called to order at 12:17 p.m. by Chairman Terry Hodges.

Present: Terry Hodges, Paul Frechette, Breck Gildner, Brad Neubecker, Craig Scott and John Dantzer. Also in attendance was W.B. Airport manager Ben Evergreen.

Absent: Mike Jackson, by prior arrangement.

**Motion by Nuebecker, second by Hodges, the meeting minutes of the December 16,2020 meeting be approved. Voice vote. Ayes – all. Motion carried. [01-1-#1]**

**Motion by Neubecker, second by Dantzer, claims in the amount of \$8,395.68 be approved for payment. Voice vote. Ayes – all. Motion carried. [01-1-#2]**

Ben gave the financial report detailing fund balances and a combined account balance of \$258,095.85 and stated that we are in good shape for this point in our fiscal period.

Nominations were accepted and Elections held for Airport Board positions, with the following results being by unanimous vote;

Board Chair: Terry Hodges

Board Vice Chair: Paul Frechette

Board Secretary: Mike Jackson

Ben explained details of an invoice mistakenly generated by MDOT relating to our ongoing Aircraft Hangar construction project. It appears that there was a miscommunication between the project management and financial departments within MDOT Aero. The invoice has been retracted, and we are again expecting to pay the final costs of this project directly to the contractors at the end stages of construction. We will plan to seek reimbursement for portions of the project that we have funded as funding becomes available over the next grant cycle.

Ben reported on the status of our ongoing projects;

Construction of the Aircraft Hangar is on hold pending materials delivery.

The Timber Harvest project has been completed, at least as much as our primary contractor is able. We are working towards verifying that all tree obstructions have been removed as needed to protect our runway approach areas. As the final timber payments are received, we will calculate a total owed to our adjacent property owner. A final payment will need to be made for the privilege of cutting trees on their property for the benefit of the airport.

A Mead and Hunt Co. invoice related to Aircraft Hangar Construction Administration was approved during the month in the amount of \$4,454.10 This grant funded expenditure was pre-approved, so no motion is needed at this time.

There being no further business to discuss, Chairman Hodges adjourned the meeting at 12:27 p.m.

Minutes by Ben Evergreen, Airport Manager.

REGULAR MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY  
HELD VIRTUALLY AT THE WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON TUESDAY,  
JANUARY 26, 2021.

The meeting was called to order by Chairperson Samantha Fabbri at 12:00 pm.

Present: Sandy Rabidue (arrived at 12:05 pm), Ken Walters, and Cathy Zimmerman in person; Joanne Bennett (West Branch), Joe Clark (West Branch), Samantha Fabbri (West Branch), and Erin Resteiner (West Branch) attended virtually.

Absent: Members: Anthony Bair and Autum Hunter.

Others present: City Manager John Dantzer.

\* \* \* \* \*

**MOTION BY FABBRI, SECOND BY CLARK, TO APPROVE THE MINUTES FROM  
THE INFORMATIONAL AND REGULAR MEETINGS HELD DECEMBER 22, 2020.**

**Yes – Bennett, Clark, Fabbri, Resteiner, Walters, Zimmerman**

**No – None                  Absent – Bair, Hunter, Rabidue                  Motion carried.**

\* \* \* \* \*

**MOTION BY FABBRI, SECOND BY BENNETT, TO APPROVE BILLS IN THE  
AMOUNT OF \$53.91**

**Yes – Bennett, Clark, Fabbri, Resteiner, Walters, Zimmerman**

**No – None                  Absent – Bair, Hunter, Rabidue                  Motion carried.**

\* \* \* \* \*

Chairperson Fabbri reminded everyone of the annual meeting with City Council and the Planning Commission that was scheduled for February 1 at 6:00 pm at the City police department. She further noted that it would be held virtually but if members would like to attend in person, to contact Manager Dantzer to make arrangements.

Chairperson Fabbri also noted that all of the garland that was taken down was thrown out and they would need to purchase new garland for this year. Discussion of different options took place.

Manager Dantzer introduced the idea of looking into purchasing an LED downtown Christmas tree.

**MOTION BY FABBRI, SECOND BY ZIMMERMAN TO AUTHORIZE MANAGER DANTZER TO WORK WITH A SUBCOMMITTEE FOR THE PURCHASE OF UP TO \$25,000 OF CHRISTMAS DECORATIONS INCLUDING A CHRISTMAS TREE, GARLAND, AND LIGHT POLE SNOWFLAKE LIGHTS.**

**Yes – Bennett, Clark, Fabbri, Rabidue, Resteiner, Walters, Zimmerman**

**No – None**

**Absent – Bair, Hunter**

**Motion carried.**

Manager Dantzer went over the new virtual meeting policy.

Manager Dantzer went over the idea of looking into hiring a consultant for the downtown streetscape plan. The Board discussed the idea and it was the consensus to have John Iacoanageli from Beckett and Raeder attend the next meeting to go over a streetscape development plan.

\* \* \* \* \*

The meeting was adjourned at 12:45 pm.

SPECIAL MEETING OF THE WEST BRANCH DOWNTOWN DEVELOPMENT AUTHORITY  
HELD JOINTLY WITH THE CITY COUNCIL AND PLANNING COMMISSION VIRTUALLY AT  
THE WEST BRANCH POLICE DEPARTMENT AT 130 PAGE ST. ON MONDAY, FEBRUARY 1  
2021.

The meeting was called to order by Chairperson Samantha Fabbri at 6:04 pm.

Present: Joanne Bennett, Joe Clark (West Branch, health order), Samantha Fabbri (West Branch, health order), Erin Resteiner (West Branch, health order) Ken Walters, and Cathy Zimmerman.

Absent: Members: Anthony Bair, Autum Hunter, and Sandy Rabidue.

\* \* \* \* \*

Phil Shaw addressed Council and the Boards on the City's designation of Bigfoot capital of Michigan.

Chairperson Cori Lucynski presented the annual Planning Commission update to Council

Chairperson Samantha Fabbri presented the annual DDA update to Council

\* \* \* \* \*

The meeting was adjourned at 6:40 pm.

# Communications



February 15, 2021

T1 P1 76 \*\*\*\*\*AUTO\*\*ALL FOR AADC 480

City of West Branch  
121 N. Fourth Street  
West Branch, MI 48661-1217



Re: Charter Communications – Upcoming Changes

Dear Franchise Official:

This letter will serve as notice that on or around March 16, 2021, Spectrum Mid-America, LLC (“Charter”), locally known as Spectrum, will launch the following channels on the West Branch, MI channel line-up serving your community:

- *NFL Network & NFL Network (HD)* on channels 37, 226, & 711 (HD) in the *Spectrum News, Sports & More Tier*
- *Tennis Channel & Tennis Channel (HD)* on channels 221 & 709 (HD) in the *Spectrum News, Sports & More Tier*

On or around April 1, 2021, Spectrum will eliminate the standard definition and launch high definition (HD) of the following channels:

- *Zee TV* channel 2508 in the *Spectrum Hindi View Tier*
- *Filipino Channel* on channels 405 & 2559 in the *Spectrum Filipino View Tier*

Also, Spectrum has been informed that on or around March 1, 2021:

- *WGN America* located on channel 25 & 716 (HD) will rebrand to *NewsNation* in the *Spectrum Select, SPP EB, and Spectrum Lifestyle TV Tiers*.

To view a current Spectrum channel lineup visit [www.spectrum.com/channels](http://www.spectrum.com/channels).

Should you have any questions about this change, please feel free to contact me at (810) 652-1422.

Sincerely,

Karen Coronado  
Manager, State Government Affairs, Michigan  
Charter Communications

# The Center for Local, State, and Urban Policy

Gerald R. Ford School of Public Policy >> University of Michigan

Michigan Public  
Policy Survey February 2021

## Michigan local leaders' views on state's new approach to electoral redistricting

By Debra Horner and Thomas Ivacko

This report presents local government leaders' familiarity with Michigan's new approach to redistricting by the Michigan Independent Citizens Redistricting Commission, as well as their perspectives on potential "Communities of Interest" in the areas surrounding their local jurisdictions. These findings are based on statewide surveys of local government leaders in the Spring 2020 wave of the Michigan Public Policy Survey (MPPS), conducted between March 30 and June 1, 2020.

>> The Michigan Public Policy Survey (MPPS) is a census survey of all 1,856 general purpose local governments in Michigan conducted by the Center for Local, State, and Urban Policy (CLOSUP) at the University of Michigan in partnership with the Michigan Municipal League, Michigan Townships Association, and Michigan Association of Counties. The MPPS investigates local officials' opinions and perspectives on a variety of important public policy issues. Respondents for the Spring 2020 wave of the MPPS include county administrators, board chairs, and clerks; city mayors, managers, and clerks; village presidents, managers, and clerks; and township supervisors, managers, and clerks from 1,342 jurisdictions across the state.

For more information, please contact: [closup-mpps@umich.edu](mailto:closup-mpps@umich.edu) / (734) 647-4091. You can also follow us on Twitter @closup

**CLOSUP**

Center for Local, State, and Urban Policy

M | Gerald R. Ford School of Public Policy



**GERALD R. FORD SCHOOL  
OF PUBLIC POLICY**  
UNIVERSITY OF MICHIGAN

## Key Findings

- As of spring 2020, familiarity among local government leaders with Michigan's new approach to redistricting by the Michigan Independent Citizens Redistricting Commission was mixed. Statewide, just under half (49%) of local leaders were somewhat familiar—they "have heard of it, and understand it fairly well, but don't know many details"—while 9% were very familiar and know a great deal about the Redistricting Commission. By contrast, well over a third (41%) were either somewhat unfamiliar (29%), completely unfamiliar (6%), or answered "don't know" (6%) about the Redistricting Commission, even when prompted with a description of 2018's Proposal 2 ballot measure that established it through a Constitutional amendment.
  - » Officials from the state's largest jurisdictions—those with over 30,000 residents—were the most likely to be somewhat (64%) or very (20%) familiar with the new Redistricting Commission.
  - » In addition, leaders from mostly urban (78%) or fully urban (70%) jurisdictions were more likely to be somewhat or very familiar with the Redistricting Commission than those from mostly rural (61%) or fully rural areas (54%).
- According to the Constitutional amendment that established the Redistricting Commission, a key consideration in drawing new electoral districts are "Communities of Interest" (COIs), though the amendment describes them only vaguely. For many local leaders, reaction to the concept of COIs was uncertainty or skepticism. When asked to identify local COIs, nearly half (46%) of local officials were not aware of any significant local COIs, or believed the question is not applicable to their jurisdiction or that the concept of COIs and/or the new redistricting process are simply not legitimate, or were unsure what was meant by COIs.
- Although relatively few local leaders identified specific local groups or organizations as COIs, those who did often described communities based on economic considerations such as manufacturing, lumber, real estate, tourism, agriculture, or downtown development. Many also mentioned shared public service areas (e.g., firefighting, policing, or other interlocal agreements), rural or urban identities, geographic features (such as coastal communities) or shared outdoor recreational areas.
- And although current jurisdictional boundaries are designated as lower priorities than are COIs for the Redistricting Commission to consider in drawing new district lines, a significant proportion of local officials urged the protection of current county, city, village, or township boundaries. And while some local leaders had a difficult time identifying particular local "Communities of Interest," there seemed to be little trouble identifying neighboring governments with whom their jurisdiction has strong ties.

## Background

Every ten years after the conclusion of the U.S. Census, each of the states redraws the boundaries that outline their Congressional and state legislative electoral districts. Here in Michigan, up until now, state lawmakers were in charge of this process. However, in 2018 Michigan voters approved Proposal 2, a Constitutional amendment that took redistricting out of the hands of the Legislature and placed it in the hands of a newly created Michigan Independent Citizens Redistricting Commission (MICRC).

The 2018 amendment lays out specific priorities for the Redistricting Commission to consider when drawing new districts. One of the highest priorities requires the thirteen Commissioners to take into account “Communities of Interest” (COIs) when drawing districts. The goal is to avoid splitting key community groups across multiple districts, and instead try to ensure they have cohesive legislative representation by keeping the COIs intact within districts. According to

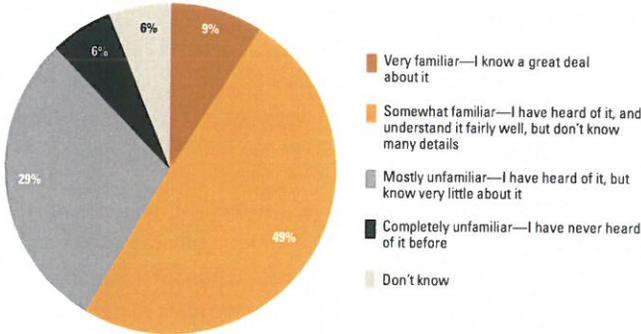
the language in the Constitution, “Communities of Interest may include, but shall not be limited to, populations that share cultural or historical characteristics or economic interests. They do not include relationships with political parties, incumbents, or political candidates.”

More information about Michigan’s new approach to redistricting, and about COIs in particular, is available via the CLOSUP Redistricting Project website, at <http://closup.umich.edu/redistricting-project>. Meanwhile, this report summarizes the views of Michigan’s local government leaders regarding their familiarity with Michigan’s new approach to redistricting by the new Michigan Independent Citizens Redistricting Commission, as well as their perspectives on potential “Communities of Interest” in the areas surrounding their local jurisdictions. The findings are based on statewide surveys of local government leaders in the Spring 2020 wave of the Michigan Public Policy Survey (MPPS).



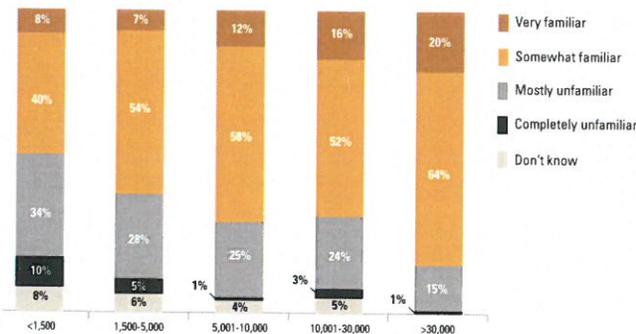
## Familiarity with Michigan’s new Redistricting Commission is mixed

**Figure 1a**  
Local officials’ familiarity with new approach to redistricting in Michigan



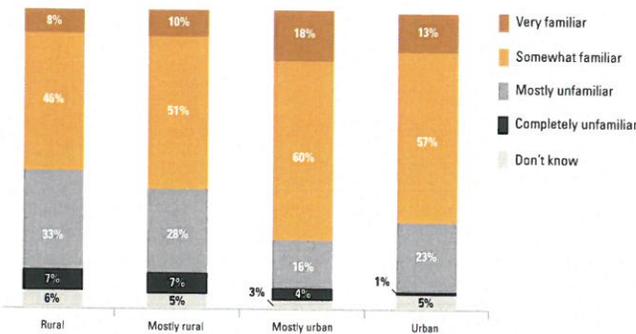
The 2020 Spring MPPS questionnaire first briefly described to local officials the 2018 Constitutional amendment that restructures how Michigan will conduct redistricting, including the establishment of the new Redistricting Commission. Local leaders were then asked to rate their general familiarity with the process. Statewide, only 9% reported that they were very familiar with it (see *Figure 1a*). However, nearly half (49%) were at least somewhat familiar with it and understood it fairly well. On the other hand, a significant proportion of local leaders statewide (41%) were either somewhat unfamiliar (29%), completely unfamiliar (6%), or responded “don’t know” (6%) about the state’s new approach to redistricting.

**Figure 1b**  
Local officials’ familiarity with new approach to redistricting in Michigan, by jurisdiction size



Familiarity with the new Redistricting Commission approach was more common among local officials from larger jurisdictions than smaller ones. As shown in *Figure 1b*, 84% of leaders from the state’s largest jurisdictions—those with more than 30,000 residents—were somewhat (64%) or very (20%) familiar with the state’s new approach, compared with just under half (48%) of leaders from the state’s smallest jurisdictions—those with fewer than 1,500 residents—who were somewhat (40%) or very (8%) familiar.

**Figure 1c**  
Local officials’ familiarity with new approach to redistricting in Michigan, by urban-rural self-identification



In addition, those local leaders who indicated that their jurisdictions are “mostly urban” were the most likely to report they were somewhat (60%) or very (18%) familiar with the new approach to redistricting (see *Figure 1c*). And while officials from “fully urban” communities also report high levels of familiarity, over a quarter of these were either mostly unfamiliar (23%), completely unfamiliar (1%), or didn’t know (5%) about the state’s new approach. Meanwhile, officials from “mostly rural” and “fully rural” jurisdictions were less familiar still.

## Doubts among some local leaders about the concept of “Communities of Interest”

The MPPS also included an open-ended question asking local officials to identify any particular Communities of Interest (COIs) that local officials knew of in their local area, either within their jurisdiction or in other communities nearby.

Statewide, 487 local leaders provided answers to the open-end question, with 224 of them (46%) reporting that they either knew of no specific local COIs, that the question is not applicable to their jurisdiction, that they didn't understand what the question was asking, or that they believed the concept of COIs and/or the new redistricting process are not legitimate.

Among those local leaders who did list one or more COIs, 77 described local COIs based on economic communities as diverse as manufacturing, lumber, real estate, tourism, agriculture, and downtown development, among others. Many also mentioned shared public service areas such as joint firefighting, policing, or other interlocal agreements. Another 51 (10%) specifically described rural or urban

identities that they believe are shared in their area. In addition, 27 mentioned geographic features (particularly including linked coastal communities) or shared outdoor recreational areas as local COIs.

In addition, when asked about COIs, local officials often focused on current municipal or jurisdictional boundaries, or identified affinity groups among neighboring jurisdictions. Overall, 14% of local leaders who responded to this question specifically asked to preserve current township, city, or county boundary lines, or to redraw lines that currently split the township or city, so that they can instead be together within a single district.

Below are some examples of how local leaders describe Communities of Interest in their communities or regions.



## Voices Across Michigan

### Quotes from local leaders about key “Communities of Interest” in their area (i.e., within their jurisdiction and/or other communities nearby)

“We are a resort community on the [redacted] side of Michigan. Within our city we are a strong LGBTQ community and an Artistic community. We are a large Boating and Recreational Community.”

“Very rural farming community that has little in common with urban/city areas.”

“Hospital service areas, school district service areas, like-size populations, agriculture needs, access to technology and internet service, tourism-based economies.”

“Economic interests. Our is tourism related with the lumber, recreation and real estate industries. We share those economic and somewhat cultural interests with northern Michigan.”

“We are a small rural township with a lot of lakes and lake resort areas. Not much in historical preservation, but preserving the resort areas without hurting the farming interests is [important]. The farmers built this area and many families are still farming. Also, many farm families have also turned to construction and renovating homes in the lake areas.”

“Our township is isolated on the eastern side of our county, we are more closely associated with the county and school district to our east than we are to the rest of [redacted] County.”

“We work very closely with our neighboring communities. It is important to keep that continuity with our State officials. Being able to collaborate with each other and one person at the state level is important.”

“We have three communities that have the same School District and work together on Fire, Library, Senior Center and our Police Departments work to backup and support each other.”

“The only one I can think of here are economic interests, that are already provided for by the city limits. As long as the city is not split, it should be fine.”

“Trying to keep counties whole, or when dividing use as straight of a line as possible. Do not leave an area like a peninsula.”

### Quotes from local leaders who are skeptical about the state’s new approach to redistricting and COIs

“...Communities of interest include keeping the overwhelming number of small cities and counties together in our shared geographic region. I have little trust, however, that this new commission, considering who will make the appointments, will actually do that. I predict the new commission will define communities of interest along racial, political, ethnic, and gender lines rather than trying to keep long established cities, villages, townships and cities together in one share legislative district.”

“Our community is fairly homogeneous and I do not see any areas which would be addressed by the factors listed. I do feel however that the opportunity for abuse of these factors is very high in some jurisdictions of the state.”

“This will be difficult because the parties will try very hard to manipulate the decision-making process. I hope it works but it will only work if they select strong people to determine the honest and best ‘Communities of Interest.’”

“Our township is too small and spread out to be labeled ‘Communities of Interest.’”

“This is a crazy idea. Trying to balance ‘Communities of Interest’ is an idea ripe for manipulation.”

## Local leaders identify relationships with nearby jurisdictions

In thinking about local Communities of Interest (COIs), many local leaders are clearly considering ties among their neighboring units of government, in what might be called communities of jurisdictions. A follow-up question on the Spring 2020 MPPS questionnaire asked local leaders whether there were other local jurisdictions nearby that, in their opinion, had important relationships with their own and ideally should be kept together as part of any new redistricting plan.

Officials from 432 local jurisdictions statewide responded to this question by listing nearby cities, townships, villages, or their county, with whom they feel the relationship with their own jurisdiction is particularly important.

Just over a quarter (28%) named only one other jurisdiction they felt “paired” with their own jurisdiction. Most other respondents (58%) listed 3-6 other neighboring jurisdictions with whom they feel their own jurisdiction has important ties, and a handful of respondents listed more than 20 and even 30 associated jurisdictions. Approximately 50% of respondents identified their jurisdictions’ home county as important, in addition to particular neighboring cities, townships, or villages.

The maps below illustrate these connections among jurisdictions. **It is important to keep in mind that, while useful for visualization, the maps’ data are based on responses from approximately only one-third of the MPPS survey respondents to this open-end question (and approximately a quarter of jurisdictions statewide). The maps should be viewed as presenting how local officials feel jurisdictions can have relationships that should be protected, but should not be viewed as a comprehensive or complete set of such relationships.**

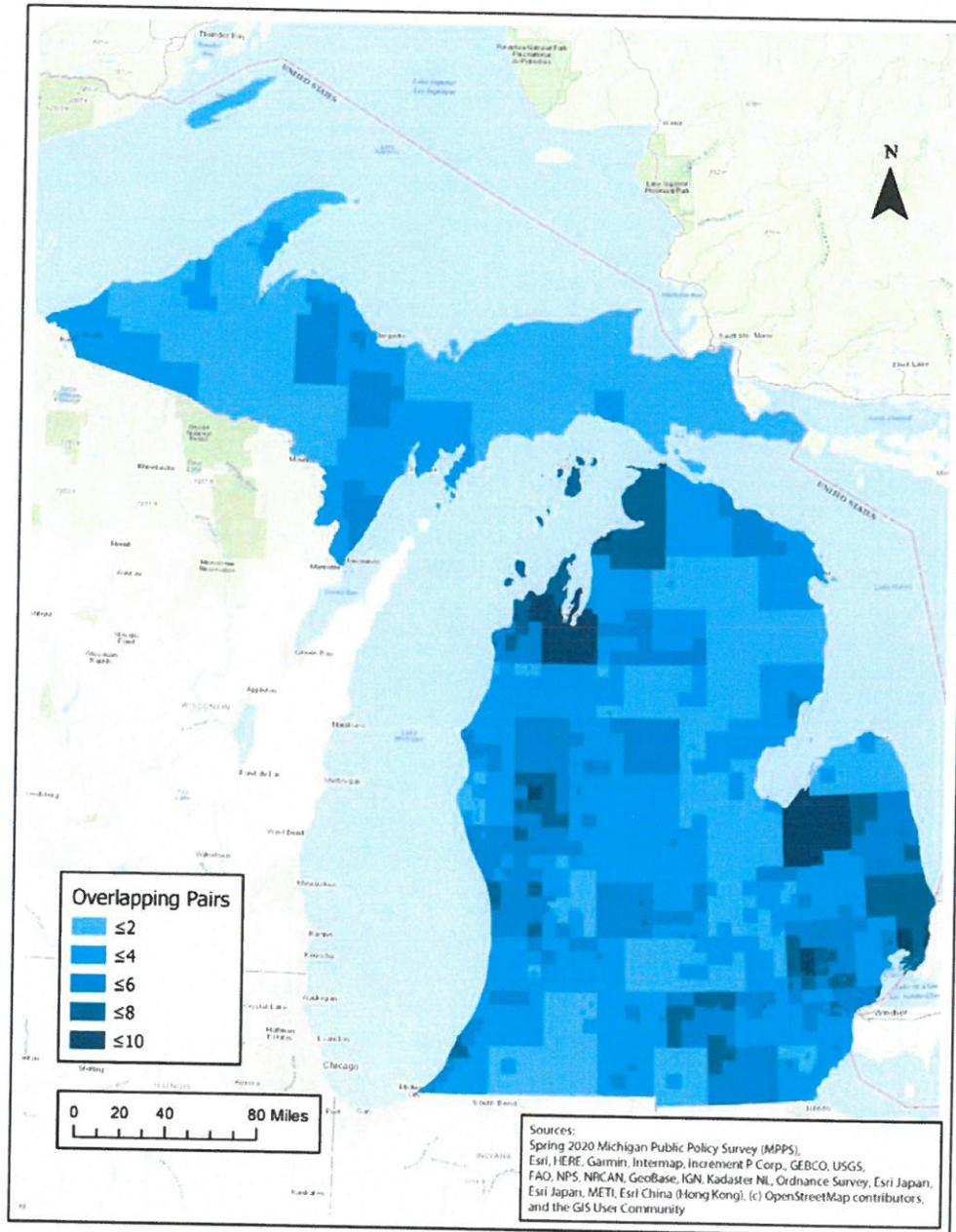
Each map was created by generating a “pair” for each individual relationship identified by a local official on the survey. For example, when a city official mentioned a neighboring township and also a nearby village as other jurisdictions they have important ties with, this would create two “pairings” in the following maps. The pairings were then placed on the map, in some cases overlapping each other, such that darker shades of blue indicate higher numbers of pairings in a particular area on the map. Any new electoral district lines that cut through darker areas on the map would risk splitting jurisdictions across different districts when in fact they would prefer to be kept together in common districts. Appendices A and B overlay Michigan’s current electoral district lines on top of these pairings, as examples.

The first map—*Figure 2a*— shows where local officials identified relationships between neighboring cities, villages, and townships, as well as with their own counties. As shown in the *Figure 2a*’s legend, the lightest shade of blue indicates two or fewer pairings (that is, either jurisdictions that only identified one or two other local governments, or jurisdictions that didn’t answer the question or participate in the survey). Increasingly darker shades show where there are increasing numbers of pairings of jurisdictions with important ties among one another.

One particular value of this map is to see where relationships are particularly strong between local jurisdictions and their home county governments, although it is important to note that these associations rarely follow exact county boundaries. Although there is variation throughout the state, particularly strong associations appear to be found on the western side of the state, especially in the Grand Traverse area. There are other notable clusters in the central U.P., the tip of the Northern Lower Peninsula, in the Thumb region, and in a handful of other parts of the state.



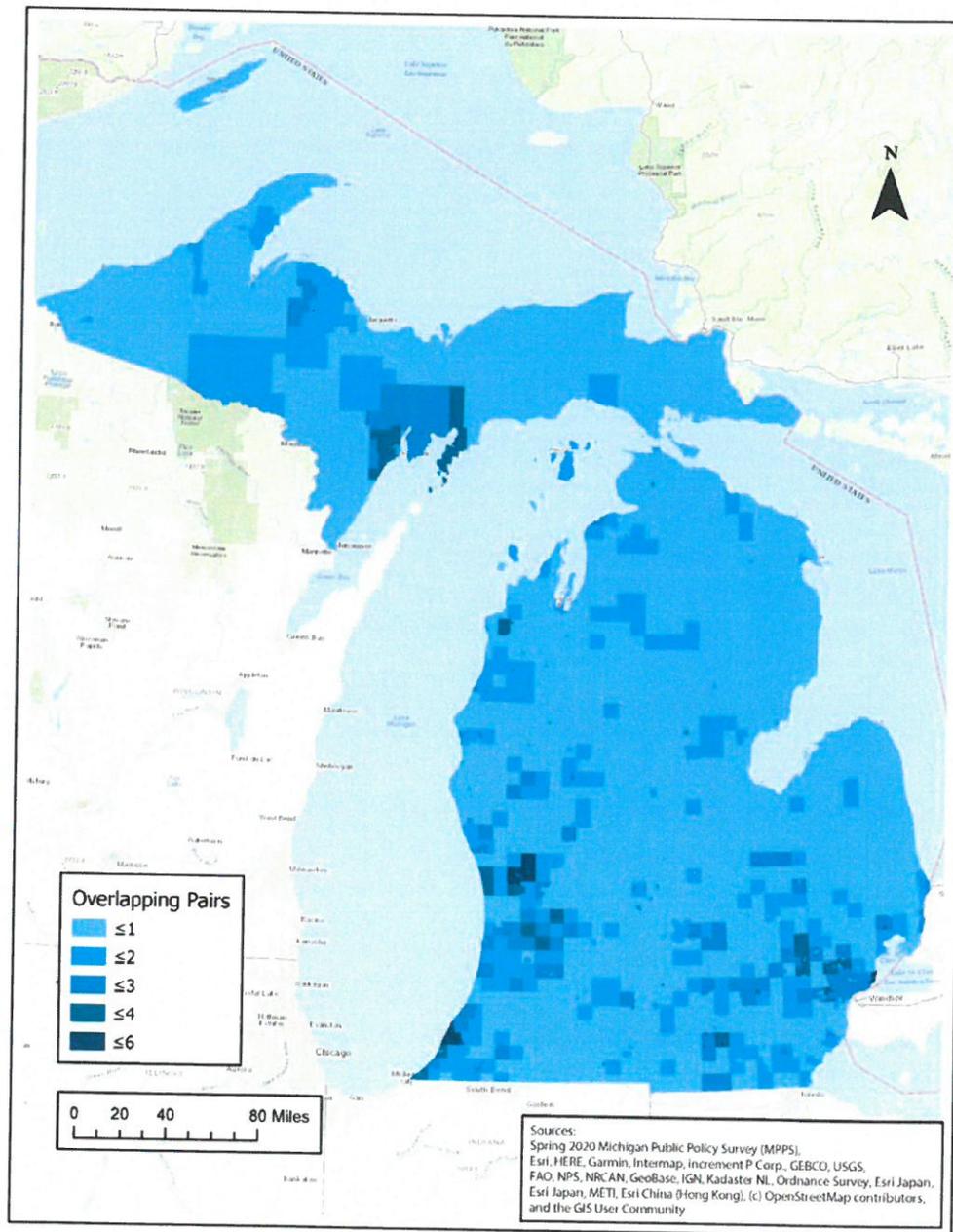
**Figure 2a**  
 Identification of some important relationships between pairs of local governments across the state (among those who responded to an open-end survey question)



Note: This map is not intended to be comprehensive; it includes data from 432 individual responses to an open-end survey question, representing 33% of MPPS respondents (and 23% of jurisdictions statewide).

Because nearly half of the lists provided by local leaders mentioned a relationship with their county government, it also is helpful to look at just the relationships mentioned among cities, townships, and villages, while excluding mentions of county governments, as seen in *Figure 2b*. Because county government accounted for a significant number of pairings with cities, villages, and townships, the number of pairs generally dropped to single digits in terms of overlaps when excluding mentions of counties. West Michigan continued to have a number of strong pairings, but the distribution became more scattered. New clusters also emerged, in particular in Metro Detroit, along the I-94 corridor in southern Michigan, in west and southwest Michigan, and parts of the Upper Peninsula.

**Figure 2b**  
 Identification of some important relationships between pairs of cities, villages, and townships (excluding counties) across the state (among those who responded to an open-end survey question)



Note: This map is not intended to be comprehensive; it includes data from 432 individual responses to an open-end survey question, representing 33% of MPPS respondents (and 23% of jurisdictions statewide).



## Conclusion

Michigan's new approach to redistricting by a new Michigan Independent Citizens Redistricting Commission (MICRC), established by Constitutional amendment in 2018, is a sharp departure from the approach used for decades of redistricting in the state. There are many uncertainties about how the process will proceed, particularly when it comes to the concept of Communities of Interest (COIs), which is a new concept

in Michigan, and clearly is not yet widely understood. While many local leaders (58%) report that they have at least some familiarity with the new approach to redistricting, relatively few identified specific COIs in their area as of the spring of 2020, and many expressed skepticism either about the role of COIs or about the state's new approach in general.

## Survey Background and Methodology

The MPPS is an ongoing survey program, interviewing the leaders of Michigan's 1,856 units of general purpose local government. Surveys are conducted each spring (and prior to 2018, were also conducted each fall). The program has covered a wide range of policy topics, and includes longitudinal tracking data on "core" fiscal, budgetary and operational policy questions and designed to build-up a multi-year time-series.

In the Spring 2020 iteration, surveys were sent by the Center for Local, State, and Urban Policy (CLOSUP) via the internet and hardcopy to top elected and appointed officials (including county administrators and board chairs; city mayors and managers; village presidents, clerks, and managers; and township supervisors, clerks, and managers) from all 83 counties, 280 cities, 253 villages, and 1,240 townships in the state of Michigan.

The Spring 2020 wave was conducted from March 30 – June 1, 2020. A total of 1,342 jurisdictions in the Spring 2020 wave returned valid surveys (59 counties, 216 cities, 163 villages, and 904 townships), resulting in a 72% response rate by unit. The margin of error for the survey for the survey as a whole is +/- 1.41%. The key relationships discussed in the above report are statistically significant at the  $p < .05$  level or below, unless otherwise specified. Missing responses are not included in the tabulations, unless otherwise specified. Some report figures may not add to 100% due to rounding within response categories. Quantitative data are weighted to account for non-response. "Voices Across Michigan" verbatim responses, when included, may have been edited solely for grammar and brevity. Contact CLOSUP staff for more information.

Detailed tables of the data analyzed in this report broken down three ways—by jurisdiction type (county, city, township, or village); by population size of the respondent's community, and by the region of the respondent's jurisdiction—are available online at the MPPS homepage: [closup.umich.edu/michigan-public-policy-survey](http://closup.umich.edu/michigan-public-policy-survey)

*The survey responses presented here are those of local Michigan officials, while further analysis represents the views of the authors. Neither necessarily reflects the views of the University of Michigan, or of other partners in the MPPS.*

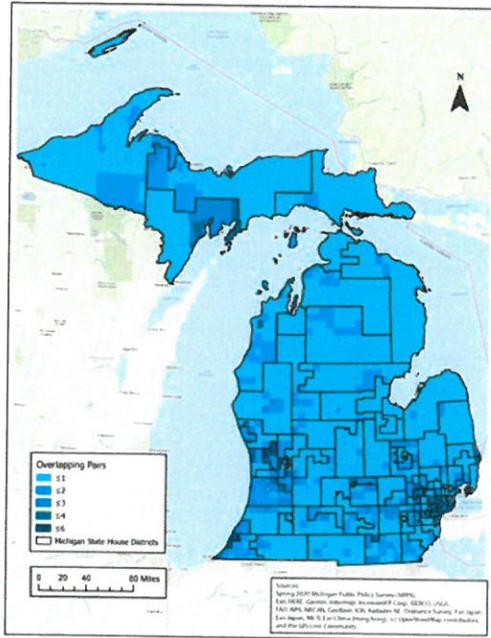




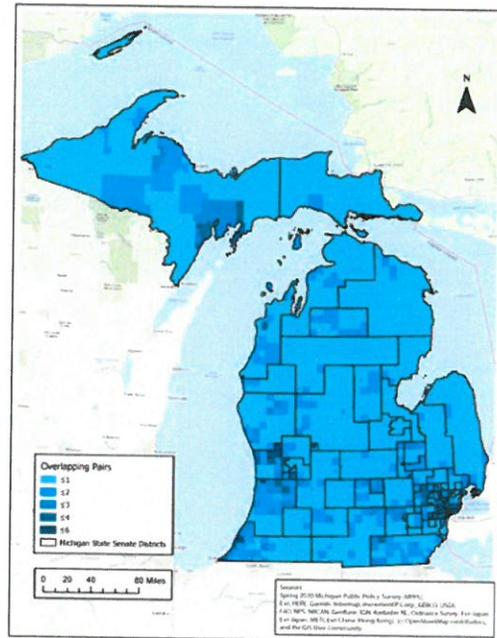
## Appendix B

**Identification of important relationships between pairs of cities, villages, and townships (excluding counties) across the state (among those who responded to an open-end survey question), with current electoral district lines displayed**

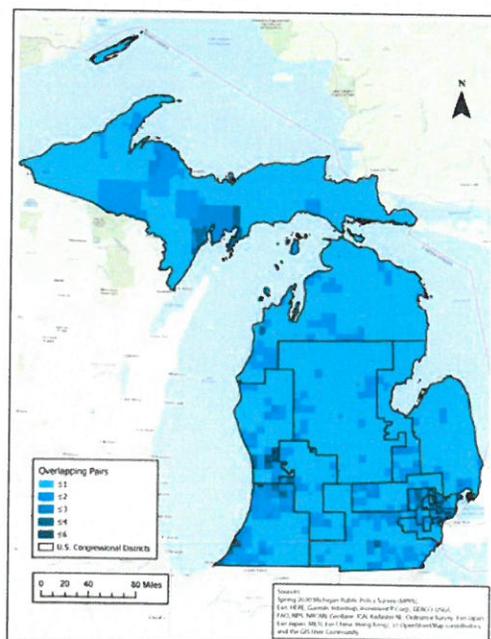
2010 Michigan State House Districts



2010 Michigan State Senate Districts



2010 U.S. Congressional Districts



Note: These maps are not intended to be comprehensive; they include data from 432 individual responses to an open-end survey question, representing 33% of MPPS respondents (and 23% of jurisdictions statewide).

## Previous MPPS reports

- COVID-19 pandemic sparks Michigan local leaders' concerns for fiscal health (December 2020)
- Michigan local leaders say local democracy is strong, as their trust in government and citizens rises (October 2020)
- Energy Issues and Policies in Michigan Local Governments (October 2020)
- Michigan local leaders expect increased challenges for the 2020 election, but are confident about administering accurate elections (October 2020)
- Michigan Local Energy Survey (MiLES): Intergovernmental collaboration on sustainability and energy issues among Michigan local governments (September 2020)
- Confidence in the accuracy of Michigan's 2020 Census count among local leaders was not very high, slips further (August 2020)
- Michigan local leaders expect mixed impacts from expanded voter registration and absentee voting reforms (July 2020)
- Local leaders' evaluations of Michigan's direction and Governor's performance during the COVID-19 pandemic's arrival (July 2020)
- The initial impact of the COVID-19 pandemic on Michigan communities and local governments (June 2020)
- Energy policies and environmental leadership among Michigan's local governments (January 2020)
- Mixed signals continue for Michigan local governments' fiscal health, while future outlooks worsen (December 2019)
- Michigan local officials' views on the next recession: timing, concerns, and actions taken (October 2019)
- Michigan local government preparations and concerns regarding the 2020 U.S. Census (September 2019)
- New Governor, new evaluations of the direction Michigan is headed among local leaders (August 2019)
- Positive working relationships reported among Michigan's local elected officials (June 2019)
- Community poverty and the struggle to make ends meet in Michigan, according to local government leaders (March 2019)
- The state of community civic discourse, according to Michigan's local government leaders (December 2018)
- Despite sustained economic growth, Michigan local government fiscal health still lags (November 2018)
- Michigan local government leaders' views on medical and recreational marijuana (September 2018)
- Rising confidence in Michigan's direction among local leaders, but partisan differences remain (July 2018)
- Michigan local government officials weigh in on housing shortages and related issues (June 2018)
- Approaches to land use planning and zoning among Michigan's local governments (May 2018)
- Workforce issues and challenges for Michigan's local governments (January 2018)
- Local leaders' views on elections in Michigan: accuracy, problems, and reform options (November 2017)
- Michigan local government officials report complex mix of improvement and decline in fiscal health, but with overall trend moving slowly upward (October 2017)
- Michigan local leaders want their citizens to play a larger role in policymaking, but report declining engagement (August 2017)
- Michigan local leaders' views on state preemption and how to share policy authority (June 2017)
- Improving communication, building trust are seen as keys to fixing relationships between local jurisdictions and the State government (May 2017)
- Local leaders more likely to support than oppose Michigan's Emergency Manager law, but strongly favor reforms (February 2017)
- Local government leaders' views on drinking water and water supply infrastructure in Michigan communities (November 2016)
- Michigan local leaders say property tax appeals are common, disagree with 'dark stores' assessing (October 2016)
- Local officials say Michigan's system of funding local government is broken, and seek State action to fix it (September 2016)
- Michigan local governments report first declines in fiscal health trend since 2010 (August 2016)
- Michigan local leaders' doubts continue regarding the state's direction (July 2016)
- Hospital access primary emergency medical concern among many Michigan local officials (July 2016)
- Firefighting services in Michigan: challenges and approaches among local governments (June 2016)
- Most local officials are satisfied with law enforcement services, but almost half from largest jurisdictions say their funding is insufficient (April 2016)
- Local leaders say police-community relations are good throughout Michigan, but those in large cities are concerned about potential civil unrest over police use-of-force (February 2016)
- Report: Responding to budget surplus vs. deficit: the preferences of Michigan's local leaders and citizens (December 2015)
- Michigan's local leaders concerned about retiree health care costs and their governments' ability to meet future obligations (October 2015)
- Fiscal health rated relatively good for most jurisdictions, but improvement slows and decline continues for many (September 2015)
- Confidence in Michigan's direction declines among state's local leaders (August 2015)
- Michigan local government leaders' views on private roads (July 2015)
- Few Michigan jurisdictions have adopted Complete Streets policies, though many see potential benefits (June 2015)



- Michigan local leaders have positive views on relationships with county road agencies, despite some concerns (May 2015)
- Michigan local government leaders say transit services are important, but lack of funding discourages their development (April 2015)
- Michigan local leaders see need for state and local ethics reform (March 2015)
- Local leaders say Michigan road funding needs major increase, but lack consensus on options that would raise the most revenue (February 2015)
- Michigan local government leaders' views on employee pay and benefits (January 2015)
- Despite increasingly formal financial management, relatively few Michigan local governments have adopted recommended policies (December 2014)
- Most Michigan local officials are satisfied with their privatized services, but few seek to expand further (November 2014)
- Michigan local governments finally pass fiscal health tipping point overall, but one in four still report decline (October 2014)
- Beyond the coast, a tenuous relationship between Michigan local governments and the Great Lakes (September 2014)
- Confidence in Michigan's direction holds steady among state's local leaders (August 2014)
- Wind power as a community issue in Michigan (July 2014)
- Fracking as a community issue in Michigan (June 2014)
- The impact of tax-exempt properties on Michigan local governments (March 2014)
- Michigan's local leaders generally support Detroit bankruptcy filing despite some concerns (February 2014)
- Michigan local governments increasingly pursue placemaking for economic development (January 2014)
- Views on right-to-work legislation among Michigan's local government leaders (December 2013)
- Michigan local governments continue seeking, and receiving, union concessions (October 2013)
- Michigan local government fiscal health continues gradual improvement, but smallest jurisdictions lagging (September 2013)
- Local leaders evaluate state policymaker performance and whether Michigan is on the right track (August 2013)
- Trust in government among Michigan's local leaders and citizens (July 2013)
- Citizen engagement in the view of Michigan's local government leaders (May 2013)
- Beyond trust in government: government trust in citizens? (March 2013)
- Local leaders support reforming Michigan's system of funding local government (January 2013)
- Local leaders support eliminating Michigan's Personal Property Tax if funds are replaced, but distrust state follow-through (November 2012)
- Michigan's local leaders satisfied with union negotiations (October 2012)
- Michigan's local leaders are divided over the state's emergency manager law (September 2012)
- Fiscal stress continues for hundreds of Michigan jurisdictions, but conditions trend in positive direction overall (September 2012)
- Michigan's local leaders more positive about Governor Snyder's performance, more optimistic about the state's direction (July 2012)
- Data-driven decision-making in Michigan local government (June 2012)
- State funding incentives increase local collaboration, but also raise concerns (March 2012)
- Local officials react to state policy innovation tying revenue sharing to dashboards and incentive funding (January 2012)
- MPPS finds fiscal health continues to decline across the state, though some negative trends eased in 2011 (October 2011)
- Public sector unions in Michigan: their presence and impact according to local government leaders (August 2011)
- Despite increased approval of state government performance, Michigan's local leaders are concerned about the state's direction (August 2011)
- Local government and environmental leadership: views of Michigan's local leaders (July 2011)
- Local leaders are mostly positive about intergovernmental cooperation and look to expand efforts (March 2011)
- Local government leaders say most employees are not overpaid, though some benefits may be too generous (February 2011)
- Local government leaders say economic gardening can help grow their economies (November 2010)
- Local governments struggle to cope with fiscal, service, and staffing pressures (August 2010)
- Michigan local governments actively promote U.S. Census participation (August 2010)
- Fiscal stimulus package mostly ineffective for local economies (May 2010)
- Fall 2009 key findings report: educational, economic, and workforce development issues at the local level (April 2010)
- Local government officials give low marks to the performance of state officials and report low trust in Lansing (March 2010)
- Local government fiscal and economic development issues (October 2009)

**All MPPS reports are available online**

<http://closup.umich.edu/michigan-public-policy-survey>

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**Gerald R. Ford School of Public Policy**  
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The **Center for Local, State, and Urban Policy (CLOSUP)**, housed at the University of Michigan's Gerald R. Ford School of Public Policy, conducts and supports applied policy research designed to inform state, local, and urban policy issues. Through integrated research, teaching, and outreach involving academic researchers, students, policymakers and practitioners, CLOSUP seeks to foster understanding of today's state and local policy problems, and to find effective solutions to those problems.

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Bingham Farms

**Ron Weiser**  
Ann Arbor

**Katherine E. White**  
Ann Arbor

**Mark S. Schlissel**  
(ex officio)

# **Reports**

**Mayor**

**Council**

**City Manager**



121 North Fourth Street, West Branch, Michigan 48661  
Phone 989-345-0500, Fax 989-345-4390, e-mail [cityhall@westbranch.com](mailto:cityhall@westbranch.com)  
The City of West Branch is an equal opportunity provider, employer, and lender

### APPLICATION FOR OPEN CITY BOARD OR COMMISSION POSITION

Application for: Library Board/Commission  
Name Deborah Beamish  
Address 123 Sidney St W.B  
Phone 989-329-7360 (cell/phone)  
Email dkbeamish@yahoo.com  
City Resident? Yes  No  How Long? 25<sup>+</sup> yrs  
Please list any previous City appointments or offices None

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

Retired teacher

Other community affiliations/activities you feel would be a benefit to this position \_\_\_\_\_

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

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

Why are you interested in serving of the City Board or Commission? \_\_\_\_\_

Talked to another member  
about it.

What talents or experience would you bring to the position? Avid Reader

Taught 7<sup>th</sup> Grade Social Studies  
and ELA so literacy important to me.

What are your primary interests in City Government and City services? \_\_\_\_\_

Please relate any special goals you may have for the City \_\_\_\_\_

Any other information you wish to provide for Mayor and Council consideration?  
(If you need more room please feel free to use another piece of paper)

  
Signature

2-19-21  
Date

Thank you for your interest in serving as a volunteer Board or Commission member.

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

Upon appointment, you will be required to stop by City Hall to complete a W-4, MI W-4 and an I-9 form along with supplying a copy of your driver's license and social security card or a copy of your passport.

**Public  
Comment  
-Any  
Topic**

# Adjournment