

AGENDA –

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD IN PERSON AND VIRTUALLY AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, JANUARY 10, 2022, BEGINNING AT 7:00 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. County Commissioner Mark Surbrook
- V. Public hearing
- VI. Additions to the agenda
- VII. Public comment on agenda items only (limited to 3 minutes)
- VIII. Bids
- IX. Unfinished business
- X. New business
 - A. Bills
 - B. Renewal of realtor contracts
 - C. Appointment of Mayor Pro Tem
 - D. Resolution 22-01-Set time and date of meetings
 - E. Resolution 22-02-Name street administrator
 - F. Resolution 22-03, Authorize banks and signers
 - G. Approval of 2022 City fee schedule
 - H. DWAM Professional services agreement

- I. Water treatment plan professional services agreement
- J. Renewal of CD
- XI. Approval of the minutes and summary from the meeting held December 20, 2021
- XII. Consent agenda
 - A. Treasurers report and investment summary
 - B. Year-end police report
- XIII. Communications
 - A. Salvation Army thank you
- XIV. Reports and/or comments
 - A. Mayor
 - 1. Mayor exchange
 - B. Council
 - C. Manager
 - 1. Marijuana facilities
- XV. Public comment any topic
- XVI. Adjournment

UPCOMING MEETINGS-EVENTS

January 11—Planning Commission meeting 6pm

January 20-Joint DDA meeting 6pm at Ogemaw Twp. Hall

January 24- City Council Meeting 6pm

January 25-DDA meeting 12pm

In response to the COVID -19 pandemic, City Council meetings will be held in person but still broadcasted virtually.

Call to Order

Roll Call

**Pledge of
Allegiance**

Scheduled Matters from the Floor

Public Hearings

Additions to the Agenda

Public Comment -Agenda Items

Bids

Unfinished Business

New Business

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

BILLS	\$106,657.55
<i>BILLS AS OF 1/7/22</i>	<i>\$106,657.55</i>
<i>Additions to Bills as of</i>	<i>\$0</i>
<i>Paid but not approved</i>	<i>\$420.62</i>
TOTAL BILLS	\$107,078.17

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

Vendor Name	Amount	Description
ARNOLD SALES	247.66	DPW SUPPLIES
ARQUETTE CONCRETE & SUPPLY INC	35.00	DPW SUPPLIES
BADGER METER	687.08	CELLULAR SERVICE DECEMBER
BBC DISTRIBUTING	75.63	WWTP SUPPLIES
BUIST ELECTRIC	785.00	WWTP SERVICE
CHARTER COMMUNICATIONS	769.83	PHONE & INTERNET
CINTAS	33.82	WWTP SUPPLIES
CINTAS	379.26	UNIFORMS
CITY OF WEST BRANCH	204.66	WATER BILLS DECEMBER
CONSUMERS ENERGY	6,860.34	ELECTRIC
CONSUMERS ENERGY	25.63	ELECTRIC
DTE ENERGY	3,255.30	GAS
ELECTION SOURCE	51.04	ELECTION SUPPLIES
FOLEY & MANSFIELD	2,166.00	LEGAL SERVICES OCTOBER
GREEN ACE HARDWARE	211.22	VARIOUS SUPPLIES
GREEN ACE HARDWARE	22.98	SUPPLIES
H & B AUTO ELECTRIC	610.00	#79
HACH COMPANY	331.28	WWTP LAB SUPPLIES
HOME DEPOT	306.20	VARIOUS SUPPLIES
JONES, DARLENE & THOM	25.00	REFUND PARKING PERMIT 5 MONTHS
MEDLER ELECTRIC CO	132.86	SUPPLIES
MERS OF MICHIGAN	27,872.92	RETIREMENT DECEMBER
MICHIGAN ASSOCIATION OF MAYORS	85.00	MAYOR DUES P FRECHETTE
MILLER OFFICE MACHINES	212.38	COPIER
NORTH CENTRAL LABORATORIES	623.85	WWTP LAB SUPPLIES
OFFICE CENTRAL	311.11	VARIOUS SUPPLIES
OGEMAW COUNTY HERALD ADLINER	255.25	ADS
OGEMAW COUNTY TREASURER	38,614.55	TRIBUNAL REFUND 2020 MCLAREN
OGEMAW COUNTY VOICE	114.30	ADS
PHONETICS INC	71.40	RENEWAL ETHERNET
PITNEY BOWES INC RENTAL ACCT	34.99	MONTHLY RENTAL FEE
PRIMARY ELECTRIC OF HALE LLC	375.00	WWTP SERVICE
REPUBLIC SERVICES 237	14,106.32	GARBAGE SERVICE DECEMBER
RJ SCREENPRINTING	877.00	POLICE & DPW
SAVE A LOT	50.74	VARIOUS SUPPLIES
SCHINDLER ELEVATOR CORPORATION	200.01	QUARTERLY BILLING
SCHMITT TIRE & GAS	132.00	WWTP # 2
STATE OF MICHIGAN	1,392.34	WWTP BIOSOLIDS & DRY TONS
TRACTOR SUPPLY CREDIT PLAN	35.07	VARIOUS SUPPLIES
UNUM LIFE INSURANCE CO OF AMERICA	932.22	LT ST DISABILITY & LIFE
UP STEEL CENTER	760.00	#33
UPS	8.17	WWTP SHIPPING
VISA	1,765.46	VARIOUS CHARGES
WEBER, JOSEPH	150.00	BOOT REIMBURSEMENT
WEST BRANCH NAPA AUTO TRUCK	106.82	VARIOUS SUPPLIES
WEST BRANCH TOWNSHIP TREASURER	182.36	QUARTERLY SURCHARGE
WEST END DISTRIBUTING	22.50	DPW SUPPLIES
WIRTH II, ANTHONY	150.00	BOOT REIMBURSEMENT
TOTAL	106,657.55	

As per section 4.5 of the City Charter, the Council shall at its first meeting in January of each even numbered year, elect one of its members to serve as Mayor Pro Tem for a two year term.

RESOLUTION #22-01

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

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

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

FURTHER BE IT RESOLVED, that all regular Council meetings of 2022 will begin at 6:00 p.m. unless there is a motion to change the meeting time due to special circumstances, and

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

Resolution # 22-02

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

Now, therefore, be it resolved the Honorable Body designate City Manager, John Dantzer as the single Street Administrator for the City of West Branch for the calendar year of 2022 in all transactions with the State Transportation Department as provided in Section 13 of the Act.

RESOLUTION #22-03

WHEREAS, for audit purposes, at the first meeting of every year, it is recommended the City annually names all banks the City is allowed to conduct business with, and

WHEREAS, it is also recommended to approve all authorized signers and depositors for City funds, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby approves the following as authorized banks: Huntington Bank, Mercantile Bank, PNC Bank, Huron Community Bank, and Northland Area Federal Credit Union, and

FURTHER BE IT RESOLVED, that the City approves Manager, John Dantzer; Treasurer, Michelle Frechette; Mayor, Paul Frechette, and Mayor Pro Tem, _____ as authorized signers and depositors for the City.

2022 City of West Branch Fee Schedule

WATER/SEWER		PERMITS AND LICENSING		TICKETS	
hang 24 shut off hour notice	\$25.00	Parking permit (per year)	\$60.00	General municipal infraction - first offense	\$50+costs
turn off during normal hours scheduled	\$30.00	Peddlers and solicitors standard license (per day)	\$10.00	General municipal infraction - second offense	\$150+costs
turn off after normal hours	\$200.00	Peddlers and solicitors standard license (6 months)	\$50.00	General municipal infraction - third offense	\$500+costs
Sewer tap fee residential 6" or less (minimum)	\$2,500.00	Fixed stand on private property		Parking too far from curb	\$25.00
Water tap fee residential 1" or less (minimum)	\$2,500.00	Peddlers and solicitors event license (per event)	\$50.00	Angle parking violations	\$25.00
Water tap 4" or less fire suppression	\$4,000.00	City event		Obstructing Traffic	\$50.00
Water tap larger than 4" fire suppression	\$5,000.00	Peddlers and solicitors special use license (per day)	\$25.00	Prohibited parking (signs unnecessary)	\$25.00
Water ready to serve 3/4"	\$9.95	Peddlers and solicitors special use license (6 months)	\$125.00	(a) On sidewalk	\$25.00
Water ready to serve 1"	\$17.69	Fixed stand on public property		(b) In front of drive	\$25.00
Water ready to serve 1-1/2"	\$39.80	Peddlers and solicitors general license (per day)	\$10.00	(c) Within intersection	\$25.00
Water ready to serve 2"	\$70.76	Peddlers and solicitors general (6 months)	\$50.00	(d) Within 15 feet of hydrant	\$50.00
Water ready to serve 3"	\$159.20	Door to door in City - no fixed stand		(e) On crosswalk	\$25.00
Water ready to serve 4"	\$283.02	Right of way permit	\$25.00	(f) Within 20 feet of crosswalk or 15 feet of corner lot lines	\$25.00
Water per 1,000 gallons 0-10,000 gallons	\$5.23	Farmers Market (per day)	\$5.00	(g) Within 20 feet of street side traffic sign or signal	\$25.00
Water per 1,000 gallons 10,0001-100,000 gallons	\$5.75	Farmers Market (full season)	\$50.00	(h) Within 50 feet of railroad crossing	\$25.00
Water per 1,000 gallons 100,001+ gallons	\$6.28	Demolition permit	\$25.00	(i) Within 20 feet of fire station Station entrance	\$25.00
Water debt per 1,000 gallons	\$1.30	Driveway/curb cut permit	\$25.00	(j) Within 75 feet of fire entrance on opposite side of street (signs required)	\$25.00
Sewer ready to serve 3/4"	\$4.80	ZONING		(k) Beside street excavation when traffic obstructed	\$50.00
Sewer ready to serve 1"	\$8.54	zoning permit residential	\$25.00	(l) Double parking	\$50.00
Sewer ready to serve 1-1/2"	\$19.20	zoning permit commercial + consulting fees if needed	\$50.00	(m) On bridge	\$25.00
Sewer ready to serve 2"	\$34.14	Special Use permit	\$250.00	(n) Within 200 feet of accident where Police in attendance	\$50.00
Sewer ready to serve 3"	\$76.82	Zoning Variance	\$250.00	(o) Blocking emergency exit	\$50.00
Sewer ready to serve 4"	\$136.56	Amendment to zoning ordinance	\$250.00	(p) Blocking fire escape	\$50.00
Sewer per 1,000 gallons 0-10,000 gallons	\$5.05	Sign permit (permanent or temporary)	\$25.00	In prohibited zone (signs required)	\$50.00
Sewer per 1,000 gallons 10,001-100,000 gallons	\$5.54	Lot splits first one	\$75.00	Parking in yellow zone (yellow paint on curb)	\$25.00
Sewer per 1,000 gallons 100,001+ gallons	\$6.04	Additional lot splits	\$25.00	Parking in handicap zone without permit	\$100.00
Sewer collections per 1,000 gallons 0-10,000 gallons	\$1.52	COUNCIL CHAMBERS-MISC.		Failure to display handicap sticker	\$25.00
Sewer collections per 1,000 gallons 10,001-100,000 gallons	\$1.67	Council Chambers 1/2 day	\$50.00	In alley	\$25.00
Sewer collect per 1,000 gallons 100,001+ gallons	\$1.82	Council Chambers full day	\$100.00	Parking for prohibited purpose	\$25.00
Sewer debt per 1,000 gallons	\$6.26	Refundable deposit	\$100.00	(a) Displaying vehicle for sale	\$25.00
Bulk water purchase per 1,000 gallons	\$10.41	Each 1/2 hour beyond scheduled	\$25.00	(b) Working or repairing vehicle	\$25.00
Sprinkling meter used (includes tailpieces)	\$65.00	PARKS		(c) Displaying advertising	\$25.00
Sprinkling meter new (includes tailpieces)	\$162.00	Large pavillion City resident	\$25.00	(d) Selling merchandise	\$25.00
Sprinkling meter new with tailpieces & cellular read	\$269.00	Large pavillion non City resident	\$50.00	(e) Storage over 24 hours	\$25.00
CEMETERY		Small pavillion City resident	\$10.00	Wrong side of roadway	\$25.00
Grave opening & closing cremains	\$250.00	Small pavillion non City resident	\$20.00	Loading zone violation	\$50.00
Grave opening & closing full burial	\$500.00	Gazebo City resident	\$20.00	Bicycle parking violations	\$25.00
Cemetery foundation 20" X 32"	\$150.00	Gazebo non City resident	\$40.00	Prohibited overnight parking in City lot or on street	\$25.00
Cemetery 20" X 44"	\$200.00	Little League Pavillion resident	\$20.00	Illegal tampering/altering/transfer of any permit	\$500.00
Cemetery 20" X 56"	\$250.00	Little League Pavillin non resident	\$40.00	Exhibition driving	\$100.00
Flat stone placement	\$75.00	MOBILE STAGE RENTAL		BLIGHT	
Cemetery lot City resident	\$400.00	Rental of stage (maximum 15 mile radius)	\$400.00	General municipal infraction - first offense	\$300+costs
Cemetery lot non City resident	\$800.00	Additional set up/pick up/ delivery costs	\$75/hr	General municipal infraction - second offense	\$400+costs
COPIES	\$10/ea	Refundable deposit	\$200.00	General municipal infraction - third offense	\$500+costs

PROFESSIONAL SERVICES AGREEMENT

FLEIS & VANDENBRINK ENGINEERING, INC.
2125 Ridgewood Drive, Suite 101, Midland, Michigan 48642
P: 989.837.3280 F: 989.837.3290

This Professional Services Agreement ("PSA") is entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and City of West Branch, whose address is 121 N. 4th Street, West Branch, MI 48661 ("Owner") where Engineer agrees to provide services for Owner and Owner agrees to pay Engineer, all in accordance with the terms of this PSA.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows:

DWAM Treatment and Source Assessment (scope of services attached)
DWAM GIS Base Mapping per Grant Application (scope of services attached)
DWAM Asset Management Plan Report and Project Assistance per Grant Application (scope of services attached)

AGREEMENT DOCUMENTS: All obligations covered under this PSA are governed by the Agreement Documents, which specifically include this PSA and all of the following documents, which are all incorporated herein by reference:

COMPENSATION OF ENGINEER: This contract is a Lump Sum Fee as follows:

DWAM AMP Treatment & Source Assessment:	\$28,187.00
DWAM AMP Material and Service/Main Line GIS Mapping:	\$44,169.25
DWAM AMP Asset Management Plan Report Update:	\$36,500.00
Total Compensation:	\$108,856.25

billed monthly based on the percentage of Work completed.

Authorized additional services will be provided on an hourly basis plus 1.1 times reimbursable expenses unless otherwise negotiated.

Owner shall Pay Engineer for all Services as otherwise stated herein which shall be due and payable within fifteen (15) calendar days after the City has received reimbursement from EGLE. Invoices shall be past due fifteen (15) calendar days after presentation and shall then incur interest at the rate of 7% per annum, or the highest rate permitted by law, whichever is lower. .

PAYMENT. If Owner fails to make any payment when due, Engineer may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Engineer shall have no liability of any type as a result of suspension of services caused by Owner's failure to pay. The suspension of Services shall not limit any other remedy available to Engineer.

If Owner objects to any portion of an invoice, Owner shall notify Engineer in writing within seven (7) calendar days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Engineer's favor and not paid by the invoice due date, interest as stated in the agreement shall be paid by Owner on the disputed amount from the original due date.

The Owner's Payment of Engineer's invoices shall not be subject to any right of setoff, and payment shall be due regardless of suspension or termination of this Agreement by either party. If any payment obligation is not paid when due, Owner agrees to pay all costs of the collection, including actual attorney's fees through all levels of appeal, whether or not a legal proceeding for collection is commenced as part of the collection process.

OWNER REPRESENTATIVE. The Owner's representative for this Project shall be City Manager who shall have complete actual authority on behalf of the Owner and its governing body to make all decisions in connection with the PSA.

OWNER RESPONSIBILITIES. The Owner shall timely furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's Engineers and contractors.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated. If the construction period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Engineer thereafter shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.1 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Engineer's Compensation.

DELAYS. Engineer shall not be responsible to Owner for any delay of any type or kind unless caused in whole by Engineer.

CONSULTANTS. Engineer may engage Consultants and subcontractors to perform, in its sole discretion, all or any portion of the Services.

COST ESTIMATES. Engineer has no control over the costs of labor and material for construction or over competitive bidding and market conditions. All cost estimates provided by Engineer are based on Engineer's experience and are considered opinions of probable cost. Engineer does not warrant the accuracy of any cost estimate. If project costs exceed the Owner's expectations and the Owner decides to re-design or re-bid any or all portions of the Work, all re-design, re-bid or other services provided by Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses.

INDEMNITY. Owner indemnifies, defends and holds harmless Engineer and its agents, consultants and employees, from and against any claim, injury, damage, cost, expense or liability, regardless of the legal theory, including actual attorneys' fees, whether arising before, during or after completion of Services performed under the PSA, caused by, arising out of, resulting from or occurring in connection with the performance of the Services or any activity associated with the Services, whether or not caused in part by the active or passive negligence or other fault of Engineer excepting only injury to

person or damage to property caused by the sole negligence of Engineer. In the case of claims against Engineer or any of its consultants, agents or employees by anyone for whose acts Owner may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts and/or disability benefit acts. This indemnity includes, but is not limited to, any claims resulting from interpretation of or changes to the documents prepared as a result of this PSA. This indemnity survives termination of this PSA.

In addition to the indemnity provided herein by Owner, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to or resulting from any and all environmental contamination on the Project.

Engineer, to the extent covered by insurance, indemnifies, defends and holds harmless Owner and its agents and employees, from and against any claim, injury, damage, cost, expense or liability, arising out of or relating to the Services provided by Engineer for the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property other than the work itself, but only to the extent caused solely by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees or consultants.

To the fullest extent permitted by law, a party's total liability to the other party under the terms and conditions of this PSA including any indemnity, as well as to anyone claiming by, through or under the other party, for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party, and any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of all of the responsible parties.

PERFORMANCE STANDARDS. The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by other engineers performing similar services in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

MUNICIPAL ADVISOR. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

LIMITATION OF LIABILITY. Engineer shall not be liable for any claim, damage, cost, expense or other liability not caused by negligent acts, errors or omissions of Engineer. The total liability of Engineer under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Engineer's officers, directors, employees, or agents or consultants, for any claims arising out of the PSA, shall not exceed the fees actually paid by the Owner for the particular Service which forms the basis of the claimed liability.

Engineer makes no warranties, express or implied, with respect to the Services under the PSA, and disclaims any liability for implied warranties of any type or kind, including but not limited to implied warranties of fitness or merchantability, and disclaims any liability for special or consequential damages of any type or kind. Within these limitations, Engineer shall not be liable in any way for errors, omissions or negligence unless caused by the sole and exclusive negligence of Engineer. For all PSAs which involve multiple projects or general consultations, or various services for various projects over a period of time, liability shall not exceed the fee actually paid by the Owner for the particular Services on the specific Project or consultation or assignment which forms the basis of the claimed liability and any statute of limitations shall commence upon the completion of the task giving rise to the claim, not the last unrelated service provided under the PSA for general consultation services. To the extent that Engineer may be found liable under the terms of this paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

INSURANCE. Upon Owner's request, Engineer will furnish Owner with a written statement of insurance coverage. No oral representations regarding insurance shall be binding.

SITE ACCESS. Owner shall be solely responsible for obtaining all site access, easements, and permission from third party property owners for Engineer to access the site to perform the Services herein. Owner is solely responsible for any claims arising from the disturbance of surface or subsurface soil or water conditions caused by the performance of Engineer's Services, excepting damages caused by the sole negligence of Engineer. Engineer will take reasonable precautions to avoid damage to underground structures and utilities. Owner indemnifies Engineer from any damage caused by or to underground structures and utilities not called to Engineer's attention, all in accordance with the indemnity provisions herein. Owner shall provide Engineer with a list of all known hazardous substances on site and a list of protective measures in case of exposure, all in compliance with the current Federal, State and Local Right to Know laws and Federal Hazard Communication Standards.

SHOP DRAWINGS AND SUBMITTALS. If shop drawing or submittal review is part of the Services Engineer provides, Engineer will review the shop drawings and submittals only for conformance with the design concept of the project and compliance with the Contract Documents. Unless specifically indicated in writing, this PSA does not include the preparation of record drawings.

CONSTRUCTION PHASE SERVICES. Unless specifically included in the Scope of Services, there are no construction phase services as part of this PSA. It is agreed that the Engineer's services under this Agreement do not include project observation, review of the Contractor's performance or any other construction phase services. The Owner assumes all responsibility for all construction phase services including, but not limited to:

Submittal review and approval; Contract document interpretation; Site observations; Change order review and approval; Review and approval of contractor payment applications; Certificates of substantial and final completion; Preparation and disposition of punch lists; Responding to contractor requests for information; Administration of any operational and maintenance and training including collection operational and training manuals.

The Owner waives any claims against the Engineer that may be in any way connected with the Owner's decision not to retain the Engineer to performance construction phase services. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and consultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions.

The Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable shall assume full responsibility for the results of any changes made to the Contract Documents during construction. The Owner agrees to waive any claims against the Engineer and to release the Engineer from any liability arising directly or indirectly from such changes

REJECTION OF WORK. In the event that the Scope of Services includes construction phase services in the form of site observation, then Engineer shall have the authority to reject any work which is not, in the judgment of the Engineer, in conformance with the Contract Documents, Plans and Specifications. Neither this authority nor Engineer's good faith judgment to reject or not reject any work shall subject Engineer to any liability or cause of action to any contractor, subcontractor, supplier, or Owner on the Project.

SPREAD OF CONTAMINATION. Owner understands and agrees that Engineer shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is substantially caused by the negligence of Engineer. To the extent that Engineer may be found liable under the terms of this Paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

FAILURE TO ENCOUNTER HAZARDOUS MATERIALS. Owner understands that the failure to discover hazardous materials does not guarantee that; (1) hazardous materials do not exist at the project site, and/or (2) that a non-contaminated site may later become contaminated. Although Engineer will use reasonable care and a level of skill ordinarily exercised by members of the profession currently practicing in the city, municipality or political subdivision where the Project is located under similar conditions, Owner agrees that Engineer shall not be responsible for the failure to detect the presence of hazardous materials through techniques and practices commonly used for those purposes.

PERMITS AND APPROVALS. Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. For an additional fee, Engineer may assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Engineer participates in any way with any permitting process, Engineer provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Engineer for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

ADA AND CODE COMPLIANCE. The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, the Engineer will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project. The Engineer does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances and regulations as they may apply to the Project. Owner shall pay Engineer its customary hourly fees plus 1.1 times reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to any existing laws, codes or regulations after the date that this PSA is last signed by the parties.

WAIVER. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver of such right or remedy and a waiver on any one (1) occasion shall not be construed as a bar to or a waiver of any subsequent breach of the same or any other provision of the agreement on a future occasion. No waiver by Engineer of any breach by Owner of a provision of this PSA shall be deemed a waiver of any other provision hereof or of any subsequent breach by Owner of such provision.

ENFORCEABILITY. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY. In the event that any one (1) or more provisions contained in the agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement shall not be affected or impaired.

OWNERSHIP OF INSTRUMENTS OF SERVICE. Engineer's documents prepared pursuant to this PSA, including those in electronic format, are instruments of service. All reports, plans, specifications, computer files, field data, notes and other documents prepared by Engineer as instruments of service shall remain the property of Engineer. Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto and all other intellectual property rights. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Engineer against any and all claims for unauthorized use.

TERMINATION: This PSA may be terminated by either party upon seven (7) calendar days' written notice. Upon termination, Engineer shall be paid by Owner for all Services performed up to the notice of termination, as well as all costs necessary to demobilize from the site.

DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Owner and the Engineer agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute through mediation using a mediator agreed upon between both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then the parties may (1) mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction. The venue for a court resolution will be Kent County, Michigan.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this PSA and the Services provided herein are exclusively for the direct benefit of the Owner indicated above. Owner shall ensure that all other agreements relating to this project reflect that there are no third party beneficiaries to this PSA.

ASSIGNMENT. This is a professional services contract and is non-assignable without the express written consent of Engineer.

MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Owner, shall be binding upon Engineer unless agreed to in writing signed by an authorized representative of Engineer, and Engineer expressly rejects all such additional or contrary terms as may be contained in Owner's documents. The terms in this PSA will have precedence over any other terms expressed by the Owner's authorization process such as a purchase order. Engineer's performance is conditioned on Owner's unmodified consent exclusively to this PSA. Engineer shall have the right to correct any errors, whether clerical or mathematical, which are contained in this PSA. Unless otherwise specifically indicated in writing or otherwise required by law and paid for by Owner, there are no Performance or Payment bonds required on this Project. This PSA shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This PSA shall be governed by the laws of the State of Michigan. This contract sets forth the entire agreement between Engineer and Owner. This is a fully integrated contract.

ELECTRONIC/FACSIMILE SIGNATURES. The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of Fleis & VandenBrink Engineering, Inc.

OWNER
CITY OF WEST BRANCH

By: _____
John Dantzer
Title: City Manager

By: _____

Title: _____

Date: _____

ENGINEER
FLEIS & VANDENBRINK ENGINEERING, INC.

By: 
Gary O. Bartow
Title: Group Manager, Associate

By: _____

Title: _____

Date: 1-9-2022

DWAM SCOPE OF SERVICES

Item 1: Water System Asset Management Plan Update

Task 1. Water System Asset Inventory and Documentation

- Asset Inventory Documentation
 - a. Create a GIS format map of the water system components provided by the city.
 - b. Utility Base Mapping. Assemble a Base GIS map from data provided by the city.
 - c. Records Scanning. Scan documents and save them in specified file structures for linking to geographically referenced items with the GIS. City to provide the plan sheets to be scanned.
 - d. Linking of records and other data to the geographic map within the GIS

Task 2. Water System Condition Assessment

- A condition assessment of operations related fixed assets will be performed for the distribution system and treatment system.
- Recommended improvement/replacement of asset's including timelines and costs for inclusion with the Capital Improvement Plan.

Task 3. Water System Criticality and Level of Service Assessment and Capital Improvement Plan

- Once baseline information is gathered, a criticality assessment will be performed. The City's water system assets will be entered into an AMP spreadsheet that will be used to evaluate criticality based on gathered information and develop a capital improvement plan for the utility.
- A capital improvement plan (CIP) will be created to provide costs to the repair and replacement actions that must be implemented. Develop a list of short-term (1-5 years) and long-term (5-20 years) capital projects in a Capital Improvements Plan to meet the Level of Service goals. Prioritize the capital projects, provide preliminary budgeting, implementation planning and summarize available funding.
- Level of Service Agreement Development or Update
 - Establish and define the way in which the water system utility managers, operators, and public officials want the water system to perform over the long term. Define the required "sustainable" level of service for the system.
 - Develop a draft Level of Service Agreement Document to establish goals and performance criteria that the utility wishes to meet. The key components to address will be as follows:
 - a. Communicate the system's operation to the customers.
 - b. Determine critical assets.
 - c. Provide a means of assessing overall system performance.
 - d. Provide a direct link between costs and service.
 - e. Serve as an internal guide for system management and operations staff.
 - f. Provide information for system annual report.
- Finalize the expected level of service and prepare a final Level of Service Agreement Document

- Assist the City to present draft updated or new Level of Service Agreement. The City may solicit input from public on reasonable and attainable levels of service and anticipated risks and costs.

Task 4: Revenue Structure Development

- Review of existing rate structure by meter size, user classification, outside customers, current rate resolutions/ordinances, and past rate studies.
- Review of current revenue and OM&R expenses and estimates of required budget line-item costs for the next five years to meet level of service goals and Capital Improvement Plan implementation.
- Work with City staff regarding recommendations for needed rate increases over the next five years.

Task 5: Assistance with Grant Reimbursement Requests

- Prepare monthly grant reimbursement requests for City Manager signature.

Item 2: Water System Final DSMI Development

Task 1: DSMI Field Inventory

- Include the DSMI inventory report in the final report that will be submitted to EGLE based on field gathered information provided by the city.

PROFESSIONAL SERVICES AGREEMENT

FLEIS & VANDENBRINK ENGINEERING, INC.
2125 Ridgewood Drive, Suite 101, Midland, Michigan 48642
P: 989.837.3280 F: 989.837.3290

This Professional Services Agreement ("PSA") is entered into between Fleis & VandenBrink Engineering, Inc. ("Engineer") and City of West Branch, whose address is 121 N. 4th Street, West Branch, MI 48661 ("Owner") where Engineer agrees to provide services for Owner and Owner agrees to pay Engineer, all in accordance with the terms of this PSA.

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES: The description of the Project ("Project") and the scope of services ("Services") provided under this PSA is as follows: *Design engineering services and construction engineering services for the new water treatment plant, new well development and associated site improvements as defined in the EDA Preliminary Engineering Report dated October 11, 2021*

AGREEMENT DOCUMENTS: All obligations covered under this PSA are governed by the Agreement Documents, which specifically include this PSA and all of the following documents, which are all incorporated herein by reference: Engineer's EDA Preliminary Engineering Report dated October 11, 2021

COMPENSATION OF ENGINEER: This contract is a Lump Sum Fee contract in the amount of \$315,600 for Design Engineering Services and \$210,400 for Construction Engineering Services, billed monthly based on the percentage of Work completed.

Authorized additional services will be provided on an hourly basis plus 1.1 times reimbursable expenses unless otherwise negotiated.

Owner shall Pay Engineer for all Services and reimbursable expenses on a monthly basis or as otherwise stated herein which shall be due and payable within fifteen (15) calendar days of presentation of the invoice. Invoices shall be past due fifteen (15) calendar days after presentation, and shall then incur interest at the rate of 7% per annum, or the highest rate permitted by law, whichever is lower. Reimbursable expenses include the cost of subconsultants.

PAYMENT. If Owner fails to make any payment when due, Engineer may suspend performance of Services hereunder until all past due amounts and accrued interest are paid. Engineer shall have no liability of any type as a result of suspension of services caused by Owner's failure to pay. The suspension of Services shall not limit any other remedy available to Engineer.

If Owner objects to any portion of an invoice, Owner shall notify Engineer in writing within seven (7) calendar days of presentation. Owner shall identify the disputed charges and shall pay when due that portion of the invoice not in dispute. If the disputed amount of the invoice is resolved in Engineer's favor and not paid by the invoice due date, interest as stated in the agreement shall be paid by Owner on the disputed amount from the original due date.

The Owner's Payment of Engineer's invoices shall not be subject to any right of setoff, and payment shall be due regardless of suspension or termination of this Agreement by either party. If any payment obligation is not paid when due, Owner agrees to pay all costs of the collection, including actual attorney's fees through all levels of appeal, whether or not a legal proceeding for collection is commenced as part of the collection process.

OWNER REPRESENTATIVE. The Owner's representative for this Project shall be City Manager who shall have complete actual authority on behalf of the Owner and its governing body to make all decisions in connection with the PSA.

OWNER RESPONSIBILITIES. The Owner shall timely furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's Engineers and contractors.

CHANGES. For all services that were completed due to changes to the Description of the Project and/or the Scope of Services, Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses, unless otherwise negotiated. If the construction period extends beyond the contracted period in the Scope of Services or the contracted completion date, all services of Engineer thereafter shall continue to be performed and shall be paid by Owner on an hourly basis plus 1.1 times reimbursable expenses. Owner understands and accepts that field techniques and analytical capabilities are evolving and that the standards and regulations are subject to rapid change such that currently acceptable investigative approaches and techniques may become superseded after the time of the signing of this PSA. Such changes will constitute changed conditions requiring adjustment in the Services and Engineer's Compensation.

DELAYS. Engineer shall not be responsible to Owner for any delay of any type or kind unless caused in whole by Engineer.

CONSULTANTS. Engineer may engage Consultants and subcontractors to perform, in its sole discretion, all or any portion of the Services.

COST ESTIMATES. Engineer has no control over the costs of labor and material for construction or over competitive bidding and market conditions. All cost estimates provided by Engineer are based on Engineer's experience and are considered opinions of probable cost. Engineer does not warrant the accuracy of any cost estimate. If project costs exceed the Owner's expectations and the Owner decides to re-design or re-bid any or all portions of the Work, all re-design, re-bid or other services provided by Engineer shall be paid by Owner on an hourly basis at Engineer's customary hourly rates, plus 1.1 times reimbursable expenses.

INDEMNITY. Owner indemnifies, defends and holds harmless Engineer and its agents, consultants and employees, from and against any claim, injury, damage, cost, expense or liability, regardless of the legal theory, including actual attorneys' fees, whether arising before, during or after completion of Services performed under the PSA, caused by, arising out of, resulting from or occurring in connection with the performance of the Services or any activity associated with the Services, whether or not caused in part by the active or passive negligence or other fault of Engineer excepting only injury to person or damage to property caused by the sole negligence of Engineer. In the case of claims against Engineer or any of its consultants, agents or employees by anyone for whose acts Owner may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts and/or disability benefit acts. This indemnity includes, but is not limited to, any claims resulting from interpretation of or changes to the documents prepared as a result of this PSA. This indemnity survives termination of this PSA.

In addition to the indemnity provided herein by Owner, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to or resulting from any and all environmental contamination on the Project.

Engineer, to the extent covered by insurance, indemnifies, defends and holds harmless Owner and its agents and employees, from and against any claim, injury, damage, cost, expense or liability, arising out of or relating to the Services provided by Engineer for the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property other than the work itself, but only to the extent caused solely by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees or consultants.

To the fullest extent permitted by law, a party's total liability to the other party under the terms and conditions of this PSA including any indemnity, as well as to anyone claiming by, through or under the other party, for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party, and any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of all of the responsible parties.

PERFORMANCE STANDARDS. The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by other engineers performing similar services in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

MUNICIPAL ADVISOR. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

LIMITATION OF LIABILITY. Engineer shall not be liable for any claim, damage, cost, expense or other liability not directly and solely caused by negligent acts, errors or omissions of Engineer. The total liability of Engineer under any legal theory whatsoever, in the aggregate, as well as any claimed liability of Engineer's officers, directors, employees, or agents or consultants, for any claims arising out of the PSA, shall not exceed the total amount of available insurance proceeds in response to Owner's claim. Engineer currently maintains an annual per claim Liability policy in the amount of \$1.0 million dollars and an aggregate insurance policy for Professional Errors and Omissions in the amount of \$1.0 million dollars.

Engineer makes no warranties, express or implied, with respect to the Services under the PSA, and disclaims any liability for implied warranties of any type or kind, including but not limited to implied warranties of fitness or merchantability, and disclaims any liability for special or consequential damages of any type or kind. Within these limitations, Engineer shall not be liable in any way for errors, omissions or negligence unless caused by the sole and exclusive negligence of Engineer. For all PSAs which involve multiple projects or general consultations, or various services for various projects over a period of time, liability shall not exceed the fee actually paid by the Owner for the particular Services on the specific Project or consultation or assignment which forms the basis of the claimed liability and any statute of limitations shall commence upon the completion of the task giving rise to the claim, not the last unrelated service provided under the PSA for general consultation services. To the extent that Engineer may be found liable under the terms of this paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

INSURANCE. Upon Owner's request, Engineer will furnish Owner with a written statement of insurance coverage. No oral representations regarding insurance shall be binding.

SITE ACCESS. Owner shall be solely responsible for obtaining all site access, easements, and permission from third party property owners for Engineer to access the site to perform the Services herein. Owner is solely responsible for any claims arising from the disturbance of surface or subsurface soil or water conditions caused by the performance of Engineer's Services, excepting damages caused by the sole negligence of Engineer. Engineer will take reasonable precautions to avoid damage to underground structures and utilities. Owner indemnifies Engineer from any damage caused by or to underground structures and utilities not called to Engineer's attention, all in accordance with the indemnity provisions herein. Owner shall provide Engineer with a list of all known hazardous substances on site and a list of protective measures in case of exposure, all in compliance with the current Federal, State and Local Right to Know laws and Federal Hazard Communication Standards.

SHOP DRAWINGS AND SUBMITTALS. If shop drawing or submittal review is part of the Services Engineer provides, Engineer will review the shop drawings and submittals only for conformance with the design concept of the project and compliance with the Contract Documents. Unless specifically indicated in writing, this PSA does not include the preparation of record drawings.

REJECTION OF WORK. In the event that the Scope of Services includes construction phase services in the form of site observation, then Engineer shall have the authority to reject any work which is not, in the judgment of the Engineer, in conformance with the Contract Documents, Plans and Specifications. Neither this authority nor Engineer's good faith judgment to reject or not reject any work shall subject Engineer to any liability or cause of action to any contractor, subcontractor, supplier, or Owner on the Project.

SPREAD OF CONTAMINATION. Owner understands and agrees that Engineer shall not be responsible for any claims or damages which may arise as a result of or from the spread of contamination caused by drilling, sampling or any other activity unless such spread or contamination is substantially caused by the negligence of Engineer. To the extent that Engineer may be found liable under the terms of this Paragraph, and only to such extent, Engineer's liability shall not exceed the percentage share of Engineer's responsibility.

FAILURE TO ENCOUNTER HAZARDOUS MATERIALS. Owner understands that the failure to discover hazardous materials does not guarantee that; (1) hazardous materials do not exist at the project site, and/or (2) that a non-contaminated site may later become contaminated. Although Engineer will use reasonable care and a level of skill ordinarily exercised by members of the profession currently practicing in the city, municipality or political subdivision where the Project is located under similar conditions, Owner agrees that Engineer shall not be responsible for the failure to detect the presence of hazardous materials through techniques and practices commonly used for those purposes.

PERMITS AND APPROVALS. Unless otherwise specifically stated in the Scope of Services, obtaining permits and approvals for the Project is the responsibility of the Owner. For an additional fee, Engineer may assist the Owner provided the assistance shall consist of completing and submitting forms as to the results of certain work included in the Scope of Services and the assistance does not include special studies, special research, attendance at meetings with public authorities, special testing or special documentation not normally required for similar projects. If Engineer participates in any way with any permitting process, Engineer provides no guaranty or warranty that any permits or approvals will be provided. Owner shall pay Engineer for all fees and reimbursable expenses under this PSA regardless of the outcome of approval or denial of permits or other approvals.

ADA AND CODE COMPLIANCE. The Americans with Disabilities Act ("ADA") provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, the Engineer will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project. The Engineer does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances and regulations as they may apply to the Project. Owner shall pay Engineer its customary hourly fees plus 1.1 times reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to any existing laws, codes or regulations after the date that this PSA is last signed by the parties.

WAIVER. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver of such right or remedy and a waiver on any one (1) occasion shall not be construed as a bar to or a waiver of any subsequent breach of the same or any other provision of the agreement on a future occasion. No waiver by Engineer of any breach by Owner of a provision of this PSA shall be deemed a waiver of any other provision hereof or of any subsequent breach by Owner of such provision.

ENFORCEABILITY. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

SEVERABILITY. In the event that any one (1) or more provisions contained in the agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the agreement shall not be affected or impaired.

OWNERSHIP OF INSTRUMENTS OF SERVICE. Engineer's documents prepared pursuant to this PSA, including those in electronic format, are Instruments of service. All reports, plans, specifications, computer files, field data, notes and other documents prepared by Engineer as instruments of service shall remain the property of Engineer. Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto and all other intellectual property rights. Owner shall not use or permit the use of said documents on any other project. Owner fully indemnifies Engineer against any and all claims for unauthorized use.

TERMINATION: This PSA may be terminated by either party upon seven (7) calendar days' written notice. Upon termination, Engineer shall be paid by Owner for all Services performed up to the notice of termination, as well as all costs necessary to demobilize from the site.

DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Owner and the Engineer agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute through mediation using a mediator agreed upon between both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then the parties may (1) mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction. The venue for a court resolution will be Kent County, Michigan.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this PSA and the Services provided herein are exclusively for the direct benefit of the Owner indicated above. Owner shall ensure that all other agreements relating to this project reflect that there are no third party beneficiaries to this PSA.

ASSIGNMENT. This is a professional services contract and is non-assignable without the express written consent of Engineer.

MISCELLANEOUS. No additional or contrary terms, whether contained in an order, acknowledgment, or other document from Owner, shall be binding upon Engineer unless agreed to in writing signed by an authorized representative of Engineer, and Engineer expressly rejects all such additional or contrary terms as may be contained in Owner's documents. The terms in this PSA will have precedence over any other terms expressed by the Owner's authorization process such as a purchase order. Engineer's performance is conditioned on Owner's unmodified consent exclusively to this PSA. Engineer shall have the right to correct any errors, whether clerical or mathematical, which are contained in this PSA. Unless otherwise specifically indicated in writing or otherwise required by law and paid for by Owner, there are no Performance or Payment bonds required on this Project. This PSA shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. This PSA shall be governed by the laws of the State of Michigan. This contract sets forth the entire agreement between Engineer and Owner. This is a fully integrated contract.

ELECTRONIC/FACSIMILE SIGNATURES. The signatures on this PSA shall be deemed to be original signatures when transmitted electronically or by facsimile machine or by any other medium. No party shall be required to produce a PSA with an original signature in order to enforce any provision of this PSA.

IN WITNESS WHEREOF, the parties hereto have made and entered into this PSA. To be valid, this PSA must be signed by an authorized representative of Fieis & VandenBrink Engineering, Inc.

OWNER
CITY OF WEST BRANCH

ENGINEER
FLEIS & VANDENBRINK ENGINEERING, INC.

By: _____

John Dantzer

Title: City Manager

By: _____

Title: _____

Date: _____

By: 

Gary O. Barlow

Title: Group Manager, Associate

By: _____

Title: _____

Date: 1-5-2022

ADDITIONAL PROVISIONS - CONSTRUCTION OBSERVATION

1. DEFINITIONS.

- 1.1. Contract Documents shall mean construction agreement(s) between Owner and Contractor(s), including plans, specifications, addenda and change orders.
- 1.2. Contractor shall mean the person or entity providing construction services to Owner, as defined in the Contract Documents.

2. SITE OBSERVATION.

- 2.1. The Engineer shall visit the site as defined in the Scope of Services to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed. Engineer will not be responsible for the means, methods, techniques, and procedures of construction observed during such visits. Engineer will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
- 2.2. Based solely on Engineer's on-site observations and Engineer's review of the Contractor's applications for payment, Engineer will recommend in writing to Owner payment to the Contractor. Such recommendations of payment to constitute a representation to Owner, based solely on such observation, review and the data comprising such applications, that to the Engineer's knowledge, information and belief, the work has progressed to the point indicated and that to the Engineer's knowledge, information and belief the quality of the work is generally in accordance with the Contract Documents.
- 2.3. Engineer will conduct, in company with Owner, a final review of the Project for conformance with the design concept of the Project, and compliance with the information given by the Contract Documents, and recommend, in writing, payment to the Contractor, on the same basis as set forth above.

3. OWNER RESPONSIBILITIES. Owner will:

- 3.1. Provide full information as to his requirements for the Project. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project, including previous site reports and any other data relative to the design or construction of the Project.

4. SITE SAFETY PROGRAMS AND PRECAUTIONS.

- 4.1. Owner acknowledges that the Contractor, not Engineer, is responsible for initiating, maintaining and supervising all safety programs and all safety precautions in connection with the work.
- 4.2. Engineer shall neither have control over, nor be responsible for, safety programs and precautions in connection with the work, since these are solely the responsibility of the Contractor.
- 4.3. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees at the site, shall impose any duty on the Engineer, nor relieve the Contractor of its responsibility for jobsite safety.



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

Memo

DATE: January 3, 2022
TO: City Council
FROM: Michelle
RE: Certificate for Renewal

We have a certificate at Mercantile Bank for \$350,000 that is renewing in January. After getting other rates from local banks, it is my recommendation that we keep the certificate with Mercantile Bank for two years.

Let me know if you have any questions.

Approval of Council Minutes & Summary

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIA VIDEO CONFERENCE IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, DECEMBER 20, 2021.

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

Present: City Mayor Paul Frechette, Council Members Carol Adair, Joanne Bennett, Mike Jackson, Rusty Showalter and Cathy Zimmerman

Absent: Ellen Pugh

Other officers present: City Manager John Dantzer, City Clerk Amanda Stang, City Treasurer Michelle Frechette, Police Chief Ken Walters, Public Works Superintendent Mike Killackey and County Commissioner Mark Surbrook.

All stood for the Pledge of Allegiance.

* * * * *

County Commissioner Surbrook discussed the meeting held regarding the Arenac County Drainage Commission, stating that the vote had passed to include Ogemaw County but that there is a Council specialized in drain districting that is working to get Ogemaw County removed. Commissioner Surbrook also noted that as of now, nothing can be done regarding the KCC Millage, however there is a group starting a petition and they are working along with County attorney Meihn. It was also noted that the EMS are receiving two new ambulances and hope to be on a rotation schedule for new ambulances.

* * * * *

MOTION BY BENNETT, SECOND BY ZIMMERMAN, TO APPROVE THE PAYMENT OF BILLS IN THE AMOUNT OF \$66,899.79.

Yes — Adair, Bennett, Frechette, Jackson, Showalter, Zimmerman

No – None

Absent – Pugh

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY JACKSON, TO ADOPT ORDINANCE 21-06, FAIR HOUSING ORDINANCE.

Yes —Adair, Bennett, Frechette, Jackson, Showalter, Zimmerman

No – None

Absent – Pugh

Motion carried

* * * * *

MOTION BY ADAIR, SECOND BY SHOWALTER, TO APPROVE THE START TIME AND PLACE FOR THE FIRST COUNCIL MEETING IN 2022 TO BE JANUARY 10, 2022 IN THE CITY HALL COUNCIL

CHAMBERS AT 7PM. THE SECOND MEETING IN JANUARY IS SCHEDULED FOR JANUARY 24, 2022 AT 6PM.

Yes — Adair, Bennett, Frechette, Jackson, Showalter, Zimmerman

No – None

Absent – Pugh

Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY BENNETT, TO APPROVE THE MDOT PERFORMANCE RESOLUTION.

Yes — Adair, Bennett, Frechette, Jackson, Showalter, Zimmerman

No – None

Absent – Pugh

Motion carried

* * * * *

MOTION BY BENNETT, SECOND BY ZIMMERMAN, TO APPROVE THE RIGHT TO LIFE MARCH SPECIAL EVENT PERMIT.

Yes — Adair, Bennett, Frechette, Jackson, Showalter, Zimmerman

No – None

Absent – Pugh

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY ADAIR, TO APPROVE THE PERSONNEL POLICY CHANGE ALLOWING EMPLOYEES TO OPT INTO AN OPTIONAL INCREASED BENEFIT PLAN WITH THE EMPLOYEES SHARE IN PREMIUM COST INCREASING FROM 14% TO 20%.

Yes — Adair, Bennett, Frechette, Jackson, Showalter, Zimmerman

No – None

Absent – Pugh

Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY BENNETT, TO APPROVE THE MINUTES AND SUMMARY FROM THE MEETING HELD DECEMBER 6, 2021.

Yes — Adair, Bennett, Frechette, Jackson, Showalter, Zimmerman

No – None

Absent – Pugh

Motion carried

* * * * *

MOTION BY SHOWALTER, SECOND BY BENNETT, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; APPROVE THE MINUTES FROM THE WWTPA MEETING

HELD SEPTEMBER 21, 2021; THE MINUTES FROM THE PLANNING COMMISSION MEETING HELD NOVEMBER 9, 2021; THE DDA MINUTES FROM THE MEETING HELD OCTOBER 26, 2021; AND THE NOVEMBER MONTH END POLICE REPORT.

Yes — Adair, Bennett, Frechette, Jackson, Showalter, Zimmerman

No – None

Absent – Pugh

Motion carried

* * * * *

Communication from the Michigan Department of Treasury was shared informing the City of West Branch has met the financial criteria and are authorized to issue municipal securities without further approval.

* * * * *

Mayor Frechette presented AJ Wirth a certificate and pin for having worked for the City at the Wastewater Treatment Plant for 5 years.

* * * * *

MOTION BY FRECHETTE, SECOND BY SHOWALTER TO RE-APPOINT YVONNE DEROSO AND JOSHUA ERICKSON TO THE PLANNING COMMISSION.

Yes — Adair, Bennett, Frechette, Jackson, Showalter, Zimmerman

No – None

Absent – Pugh

Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY JACKSON TO RE-APPOINT THOM JONES TO THE ZONING BOARD OF APPEALS.

Yes — Adair, Bennett, Frechette, Jackson, Showalter, Zimmerman

No – None

Absent – Pugh

Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY ADAIR TO EXCUSE COUNCIL MEMBER ELLEN PUGH FROM THE MEETING HELD DECEMBER 20, 2021.

Yes — Adair, Bennett, Frechette, Jackson, Showalter, Zimmerman

No – None

Absent – Pugh

Motion carried

* * * * *

Member Showalter thanked the DDA for the new lights and Christmas Tree downtown.

Member Adair thanked DPW Superintendent Killackey for his work in getting the tree operational and noted how gorgeous downtown looks at night. Member Adair also inquired about how much money in grants, City Manager Dantzer has acquired for the City this past year. Manager Dantzer noted that it is just over \$7 Million Dollars. Member Adair thanked City Manager Dantzer for his diligent work.

Member Jackson noted that downtown looks awesome and thanked everyone for their hard work.

Member Zimmerman expressed her sincere appreciation to Clerk Stang for her work with the City and noted that she will be greatly missed. She also thanked City Manager Dantzer noting that appointing him City Manager was the number one best thing they could have done for the City of West Branch.

Manager Dantzer thanked the staff for the last year stating it has been an honor to work with such a great staff.

Police Chief Walters thanked Council for their support.

City Clerk Stang noted that she will miss everyone and thanked them for allowing her to be a part of the City of West Branch.

Business Owner Pete Fabbri commended City Council on their operation of the City noting that he hasn't been to a Council Meeting in awhile because he didn't feel the need to protect his interest in the City. He stated that he had heard how great the City Council was doing and appreciated how they handle the City. Mr. Fabbri also thanked the Police and DPW for their outstanding work in the City noting it is nice to be informed with projects in downtown when you have a business. He finished with adding that downtown has never looked better.

Business Owner Joe Clark thanked the City for their outstanding accomplishments with running the City of West Branch.

Mayor Frechette adjourned the meeting at 6:28 pm.

Paul Frechette, Mayor

Amanda Stang, Clerk

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIRTUALLY ON MONDAY, DECEMBER 20, 2021.

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

Present: Mayor Frechette, Council Members Adair, Bennett, Jackson, Showalter, and Zimmerman.

Absent: Ellen Pugh

Other officers present: City Manager Dantzer, City Clerk Stang, City Treasurer Frechette, DPW Superintendent Killackey, Police Chief Walters, and County Commissioner Surbrook.

Everyone stood for the pledge of allegiance.

County Commissioner Mark Surbrook gave County updates.

Council approved bills in the amount of \$66,899.79.

Council approved Ordinance 21-06, Fair Housing.

Council approved the the time and place for the first meeting in January to be January 10th at 7pm and the second meeting to be January 24th at 6pm.

Council approved the MDOT Performance Resolution.

Council approved the Right to Life March Special Event Permit.

Council approved the Personnel Policy change regarding health insurance premiums.

Council approved the minutes and summary from the meeting held December 6, 2021.

Council approved the treasurer's report and investment summary; the WWTPA minutes from the meeting held September 21, 2021, the Planning Commission minutes from the meeting held November 9, 2021, the DDA minutes from the meeting held October 26, 2021, and the November month end Police Report.

Communications were shared.

Mayor Frechette presented a certificate and pin to AJ Wirth for being with the City and Wastewater Treatment plant for 5 years.

Council approved Mayor Frechette's re-appointment of Yvonne DeRosio and Joshua Erickson to the Planning Commission Board.

Council approved Mayor Frechette's re-appointment of Thom Jones to the Zoning Board of Appeals.

Council approved to excuse Council Member Ellen Pugh from the meeting held December 20, 2021.

Mayor Frechette, Council Members Showalter, Adair, Jackson, Bennett, Zimmerman, Manager Dantzer, Police Chief Walters, City Clerk Stang, and Business Owners Pete Fabbri and Jo Clark all gave reports.

Mayor Frechette adjourned the meeting at 6:28pm.

Consent Agenda

CASH SUMMARY BY BANK FOR WEST BRANCH
 FROM 01/01/2022 TO 01/31/2022

Bank Code		Beginning Balance 01/01/2022	Total Debits	Total Credits	Ending Balance 01/31/2022
Fund	Description				
GEN1	GEN1 - GENERAL CHECKING				
101		1,141,905.75	52,614.25	833.33	1,193,686.67
150	CEMETERY PERPETUAL CARE	36,446.35	0.00	0.00	36,446.35
209	CEMETERY FUND	(113.90)	0.00	83.33	(197.23)
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	999.95	0.00	0.00	999.95
248	DDA OPERATING FUND	248,376.27	0.00	200.00	248,176.27
251	INDUSTRIAL PARK FUND	7,033.55	310.59	83.33	7,260.81
276	HOUSING RESOURCE FUND	176,360.19	260.77	0.00	176,620.96
318	SEWER DEBT FUND	106,310.92	1,137.71	0.00	107,448.63
319	WATER DEBT FUND	84,494.72	223.65	0.00	84,718.37
390	SEWER FUND	297,132.90	1,271.74	4,166.00	294,238.64
391	WATER FUND	734,895.25	1,476.57	2,057.07	734,314.75
392	WATER REPLACEMENT FUND	361,272.60	0.00	0.00	361,272.60
393	SEWER COLLECTION	211,160.32	289.86	1,333.33	210,116.85
361	EQUIPMENT FUND	(35,954.75)	1,283.15	1,000.00	(35,671.60)
704	PAYROLL CLEARING	24,849.90	0.00	0.00	24,849.90
705	IRONS PARK ENTERTAINMENT FUND	6,460.81	0.00	0.00	6,460.81
707	YOUTH SAFETY PROGRAM	15.00	0.00	0.00	15.00
	GEN1 - GENERAL CHECKING	3,401,645.83	58,868.29	9,756.39	3,450,757.73
MAJOR/ LOCAL STREETS					
202	MAJOR STREET FUND	576,275.58	0.00	0.00	576,275.58
203	LOCAL STREET FUND	292,394.78	0.00	0.00	292,394.78
	MAJOR/ LOCAL STREETS	868,670.36	0.00	0.00	868,670.36
PAYROLL					
704	PAYROLL CLEARING	22,837.20	0.00	0.00	22,837.20
	PAYROLL	22,837.20	0.00	0.00	22,837.20
CHEM SAVINGS					
101		459,693.47	0.00	0.00	459,693.47
150	CEMETERY PERPETUAL CARE	1,682.31	0.00	0.00	1,682.31
251	INDUSTRIAL PARK FUND	244.88	0.00	0.00	244.88
371	COLLECTION REPLACEMENT FUND	0.65	0.00	0.00	0.65
391	WATER FUND	26,417.36	0.00	0.00	26,417.36
392	WATER REPLACEMENT FUND	19,791.30	0.00	0.00	19,791.30
393	SEWER COLLECTION	3,183.50	0.00	0.00	3,183.50
361	EQUIPMENT FUND	103,537.75	0.00	0.00	103,537.75
	SAVINGS	614,551.22	0.00	0.00	614,551.22
TAX TAXES					
701	TAX AGENCY	152,358.13	7,220.98	0.00	159,579.11
	TAXES	152,358.13	7,220.98	0.00	159,579.11
	TOTAL - ALL FUNDS	5,060,062.74	66,089.27	9,756.39	5,116,395.62

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
 FROM 01/01/2022 TO 01/31/2022
 FUND: ALL FUNDS
 INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 01/01/2022	Total Debits	Total Credits	Ending Balance 01/31/2022
Fund 101					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	150,000.00	0.00	0.00	150,000.00
		250,000.00	0.00	0.00	250,000.00
Fund 150	CEMETERY PERPETUAL CARE				
004.300	CERTIFICATE OF DEPOSIT C	112,499.74	0.00	0.00	112,499.74
004.400	CERTIFICATE OF DEPOSIT D	115,271.06	0.00	0.00	115,271.06
	CEMETERY PERPETUAL CARE	227,770.80	0.00	0.00	227,770.80
Fund 251	INDUSTRIAL PARK FUND				
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	25,000.00	0.00	0.00	25,000.00
	INDUSTRIAL PARK FUND	125,000.00	0.00	0.00	125,000.00
Fund 661	EQUIPMENT FUND				
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	EQUIPMENT FUND	250,000.00	0.00	0.00	250,000.00
	TOTAL - ALL FUNDS	852,770.80	0.00	0.00	852,770.80



West Branch Police Department

Chief Kenneth W. Walters

130 Page St.

West Branch, Michigan 48661

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

1/3/2022

Honorable Mayor and Council,

This the 2021 year-end report. The department handled a total of 1,335 Law Enforcement complaints. This number was up by 88 compared to 2020. I would expect this, due to many of the COVID restrictions being lifted this past year, versus 2020. The department further handled 70 blight / ordinance violations with 79 follow-up contacts. Although some of the blight issues remain a constant up hill battle, many have been corrected giving our city the appearance we strive for.

For the year of 2021, the Police Department was able to obtain over \$200,000 in grant funding. The funding was detailed for personnel and equipment.

The department further saw quite a turn-over for a small agency, with the resignation of Ofc. Schneider and hiring of Ofc. Brandon Bicol, Ofc. Kyle Bachelder, and K9 Kony. Kony has been a great addition, as the department has not had a K9 for about ten years. Kony has already made an impact in her short time here with numerous Methamphetamine finds.

Reviewing the 2021 statistics, we were relatively on par with past data. I only noted a significant rise in the area of traffic crashes. Once again, the probability due to more people travelling this year.

In closing, I have been quite impressed over the past year with the professionalism, courage, and courtesy shown by our officers, as we have an extremely young department right now, especially in critical incident response. I expect great things from them as we move into 2022.

Respectfully,


Chief Kenneth W. Walters

Offense Count Report

Page: 1

Report Criteria:

Start Offense	End Offense	
01000	99009	
DEC 2021	2021	2020
12/01/2021-12/31/2021	01/01/2021-12/31/2021	01/01/2020-12/31/2020

Offense	Description	DEC 2021	2021	2020
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	1	0
11002	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	2
11008	SEXUAL CONTACT FORCIBLE CSC4	0	1	1
13001	NONAGGRAVATED ASSAULT	0	19	27
13002	AGGRAVATED/FELONIOUS ASSAULT	1	4	2
13003	INTIMIDATION/STALKING	1	2	3
20000	ARSON	0	0	1
22001	BURGLARY - FORCED ENTRY	0	1	1
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	1	2
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	2
23002	LARCENY - PURSE SNATCHING	0	2	0
23003	LARCENY - THEFT FROM BUILDING	0	2	7
23005	LARCENY - THEFT FROM MOTOR VEHICLE	0	9	3
23007	LARCENY - OTHER	1	9	11
24001	MOTOR VEHICLE THEFT	0	1	0
25000	FORGERY/COUNTERFEITING	0	1	0
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	1
26002	FRAUD - CREDIT CARD/ATM	1	1	1
26003	FRAUD - IMPERSONATION	0	1	0
26005	FRAUD - WIRE	0	1	0
26006	FRAUD - BAD CHECKS	1	1	0
29000	DAMAGE TO PROPERTY	1	15	15
30002	RETAIL FRAUD - THEFT	0	0	3
35001	VIOLATION OF CONTROLLED SUBSTANCE	1	4	2
36004	SEX OFFENSE - OTHER	1	3	0
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	2	0
38003	FAMILY - OTHER	0	1	0
41002	LIQUOR VIOLATIONS - OTHER	0	1	0
42000	DRUNKENNESS	0	1	0
48000	OBSTRUCTING POLICE	1	5	3
50000	OBSTRUCTING JUSTICE	7	29	29
52001	WEAPONS OFFENSE - CONCEALED	0	0	1
52003	WEAPONS OFFENSE - OTHER	0	2	1
53001	DISORDERLY CONDUCT	0	1	4
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	0	0	6
54002	OUIL OR OUID	1	4	6
54003	DRIVING LAW VIOLATIONS	3	10	25
57001	TRESPASS	3	21	18
70000	JUVENILE RUNAWAY	0	0	4
70001	Incorrigible	0	0	1
70004	Juvenile Issues	0	3	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	1	4	15
90001	Vehicle Lockouts	5	88	103
90002	Motorist Assists	3	15	13
90003	Assist E.M.S.	8	120	105
90005	City Ordinance Violations	0	29	41
90007	Parking Complaints	2	4	1

Offense Count Report

Report Criteria:

Start Offense	End Offense	
01000	99009	
DEC 2021	2021	2020
12/01/2021-12/31/2021	01/01/2021-12/31/2021	01/01/2020-12/31/2020

Offense	Description	DEC 2021	2021	2020
90008	ANIMAL COMPLAINTS	1	13	5
91001	Delinquent Minors	2	15	3
91002	Runaway	0	2	0
91003	K-9 Assists	2	7	0
91004	Abandoned Vehicle	0	2	3
92003	Walk Away (Ment. & Host.)	0	5	4
92004	Insanity	0	30	34
93001	PROPERTY DAMAGE ACCIDENT/PI	5	51	43
93002	Accident, Non-Traffic	0	32	18
93004	Parking Violations	0	1	1
93006	Traffic Policing	0	21	9
93007	Traffic Safety Public Relations	2	35	13
93008	Inspections/Investigations -Breathalyzer	0	1	4
94001	Valid Alarm Activations	0	3	3
94002	False Alarm Activations	8	63	51
95001	Accident, Fire	1	1	1
95003	Inspection, Fire	0	3	0
95004	Hazardous Condition	2	6	2
97003	Accident, Other Shooting	0	0	1
97006	Accident, All Other	0	2	2
98002	Inspections/Investigations -Motor Vehicles	0	0	1
98003	Inspections/Investigations -Property	0	7	8
98004	Inspections/Investigations -Other	1	7	5
98006	Civil Matters/Family Disputes	10	88	81
98007	Suspicious Situations/Subjects	11	178	191
98008	Lost/Found Property	0	13	10
98009	Inspections/Investigations -Drug Overdose	0	3	2
99001	Suicide	0	0	1
99002	Natural Death	0	5	6
99004	Natural Disaster	0	0	1
99007	PR Activities	3	4	22
99008	General Assistance	18	283	206
99009	General Non-Criminal	1	35	56
Totals:		109	1335	1247

Communications



Dear Friends,

On behalf of the Salvation Army and Kiwanis, I would like to personally thank you for your participation in this year's bell-ringing campaign. Over 300 volunteers rang the bells over a period of 18 days to raise over \$43,000 to help provide the necessities of heat, shelter, food, etc, for our fellow Ogemaw County residents in need. It is a privilege to be a member of a community that is willing to help its fellow citizens in this way. Since Salvation Army in Ogemaw County works strictly with volunteers, every cent of what we collect goes to help the needy right here at home.

This is truly a mission of love. Thank you for your willingness to brave the cold and snow for the benefit of your neighbors. We hope we can count on your help again next year.

God Bless You,
Mike & Ellen Pugh
Salvation Army Bell Ringing coordinators
Kiwanis Club of West Branch

Reports

Mayor

Council

City Manager



2022 Community Exchange

Great ideas for tackling municipal challenges and maximizing opportunities come from many places, including neighboring communities. But how will you know if you don't visit them?

We'll help you facilitate a community exchange. Get a group of your officials and/or employees together to host another community and then visit them in return. Municipalities can benefit from the sharing and gathering of ideas, solutions, initiatives, and processes.

How Can My Community Participate?

Complete this form and submit it to the League. We will compile a pool of communities that are interested in participating. In mid-February, we'll share the list of communities, and you can choose a location that suits your needs and interests.

Municipality Name _____

Mayor/President Name _____

Maximum Miles/Hour _____

"Fremont implemented our public art program as a direct result of a community exchange," (formerly known as mayor's exchange) – Jim Rynberg, Mayor, City of Fremont

Contact Information

Name _____

Title _____

Address _____

Phone _____

Email _____

Preference (population, form of government, services offered, etc.)

Return by
February 1, 2022

Mail:
Community Exchange
C/O Michigan Municipal League
1675 Green Road
Ann Arbor, MI 48105

Email:
nimooney@mml.org

Online:
www.michiganmayors.org

**Public
Comment
-Any
Topic**

Adjournment

**CITY OF WEST BRANCH
CITY COUNCIL MEETING
JANUARY 10, 2022**

PLEASE TAKE NOTICE that the West Branch City Council meeting scheduled for Monday, January 10, 2022 starting at 7:00 pm will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 pandemic.

Public comment **will** be handled by the "Raise Hand" method as instructed below within Participant Controls.

To comply with the Americans with Disabilities Act (ADA), any citizen requesting accommodation to attend this meeting, and/or to obtain this notice in alternate formats, please contact the City Clerk by phone at (989) 345-0500 from 8:00 am-4:30 pm Monday- Friday or by email at clerk@westbranch.com, at least five business days prior to the meeting.

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touch-tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provided below. The details include a link to "**Join via computer**" as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

2. At the start time of your meeting, enter the link to **join via computer**. You may be instructed to download the Zoom application.
3. You have an opportunity to test your audio at this point by clicking on "Test Computer Audio." Once you are satisfied that your audio works, click on "Join audio by computer."

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touch-tone (DTMF) keypad.

3. If you have already joined the meeting via computer, you will have the option to enter your 2-digit participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen, you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera ("Start/Stop Video")
- Invite other participants
- View Participant list – opens a pop-out screen that includes a "Raise Hand" icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between "speaker" and "gallery" view. "Speaker view" shows the active speaker. "Gallery view" tiles all of the meeting participants.

Meeting Information:

John Dantzer is inviting you to a scheduled Zoom meeting.

Topic: City Council Regular meeting

Time: Jan 10, 2022 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84399165755?pwd=MUJ0bDRPMkMzNUMxSVliTHI3ZTN2QT09>

Meeting ID: 843 9916 5755

Passcode: 362902

One tap mobile

+13126266799,,84399165755#,,,,*362902# US (Chicago)

+16465588656,,84399165755#,,,,*362902# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 843 9916 5755

Passcode: 362902

Find your local number: <https://us02web.zoom.us/j/kqq45efA4>

If you wish to speak with any of our council members, please reach out via their email addresses below or you may call City Hall @ (989) 345-0500 to leave a message for them.

CITY COUNCIL MEMBERS

Mayor Paul Frechette – frechettewbmayor@westbranch.com

Mike Jackson -- jacksonwbcouncil@westbranch.com

Carol Adair – adairwbcouncil@westbranch.com

Joanne Bennett --- bennettwbcouncil@westbranch.com

Ellen Pugh --- pughwbcouncil@westbranch.com

Rusty Showalter – showalterwbcouncil@westbranch.com

Cathy Zimmerman – zimmermanwbcouncil@westbranch.com

And as always, minutes of all Council Meetings can be found on our website at www.westbranch.com, under the Government Tab.