#### 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, December 6, 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. Cindy Scott-Stephenson & Co Audit Report
  - B. 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. CDBG Grant Procurement Policy
  - C. CDBG Grant Economic Opportunities Policy for Section 3 Covered Contracts
  - D. Introduction of Ordinance 21-06, Fair Housing
  - E. CDBG Grant Non-Discrimination on Basis of Handicap
  - F. Resolution 21-29, Excessive Force Policy
  - G. Resolution 21-28, Industrial Park Fund Budget Amendment

- H. Chamber of Commerce Santa Train Special Event Permit
- I. Chamber of Commerce Christmas Light Parade Special Event Permit
- XI. Approval of the minutes and summary from the meeting held November 15, 2021
- XII. Consent agenda
  - A. Treasurers report and investment summary
  - B. Approval of Ogemaw Fire Department Board minutes from meetings held July 20, 2020, October 20, 2020, December 15, 2020 & January 19, 2021.
  - C. Approval of Airport Board minutes from the meeting held October 20, 2021.

#### XIII. Communications

- A. Michigan Public Policy Survey
- B. Charter Communications
- C. Rifle River Outlet Drain Drainage Board Meeting Notice
- D. Council Open House
- XIV. Reports and/or comments
  - A. Mayor
  - B. Council
  - C. Manager
- XV. Public comment any topic
- XVI. Adjournment

#### **UPCOMING MEETINGS-EVENTS**

December 13-Board of Review 11am

December 14-Planning Meeting 6pm

December 15-Airport Meeting 12:15pm

December 20-Council Meeting 6pm & Open House

In response to the COVID -19 pandemic, City Council meetings will be held in person but still broadcasted virtually. Unvaccinated members of the public may attend with social distancing and facemask requirements. Vaccinated members may attend in person without masks restrictions as per the latest State update.

## 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 \$128,790.58

BILLS AS OF 12/3/21 \$128,790.58

Additions to Bills as of \$0

Paid but not approved \$16,545.40

**TOTAL BILLS** 

\$145,335.98

**BILLS ARE AVAILABLE** 

AT THE MEETING

FOR COUNCIL'S REVIEW

Vendor Name	Amount	Description
BADGER METER		7 CELLULAR SERVICE NOVEMBER
BBC DISTRIBUTING		9 WWTP SUPPLIES
BECKETT & RAEDER		7 M-30 PUD
BERGER CHEVROLET		NEW PATROL CAR
BRINDLEY, JEFF		
CINTAS		REIMBURSEMENT FOR DOT PHYSICAL UNIFORMS
CITY OF WEST BRANCH		
CONSUMERS ENERGY		WATER BILLS NOVEMBER  BELECTRIC
DO ALL INC		RECYCLING OCTOBER
DTE ENERGY	1,519.32	
EDC INVESTMENTS LLC		
ELECTION SOURCE		LEASE AGREEMENT FOR SIGN RENTAL IDC
ELHORN ENGINEERING COMPANY		ELECTION SUPPLIES
FLEIS & VANDENBRINK		WATER & WWTP SUPPLIES
FLEIS & VANDENBRINK		STATE / FIRST REHAB
FOLEY & MANSFIELD		HOUGHTON WATER MAIN
GLOBAL EQUIPMENT COMPANY INC		LEGAL SERVICES SEPTEMBER
HACH COMPANY		MIKE'S OFFICE FURNITURE
HODGINS ASPHALT PAVING INC		WWTP SUPPLIES
HUTSON INC		ALLEY BEHIND MORSE CLARK
LINSENMAN, MATT		WWTP PARTS #2
MEDLER ELECTRIC CO		LUNCH REIMBURSEMENT MATT & LUCAS
MERCANTILE BANK		VARIOUS PARTS
MERS OF MICHIGAN		LOAN PAYMENT
MISS DIG SYSTEM INC		RETIREMENT NOVEMBER
OGEMAW COUNTY HERALD ADLINER		ANNUAL MEMBERSHIP FEE
OGEMAW COUNTY VOICE		VARIOUS ADS
PARAGON LABORATORIES INC		SNOW POLICY AD
PITNEY BOWES INC RENTAL ACCT		WWTP SUPPLIES
QUILL CORPORATION		MONTHLY RENTAL FEE
ROMPS, ROB		VARIOUS SUPPLIES
SCHMITT TIRE & GAS		REIMBURSEMENT FOR PLANTS
SLC METERS LLC		VARIOUS REPAIRS
STATE OF MICHIGAN		WATER SUPPLIES
STATE OF MICHIGAN		WATER SAMPLES
STEPHENSON & COMPANY PC		WWTP NPDES ANNUAL PERMIT FEE
TIERNEY, LUCAS		FINAL AUDIT BILLING
TRACTOR SUPPLY CREDIT PLAN		BOOT REIMBURSEMENT
UNUM LIFE INSURANCE CO OF AMERICA		VARIOUS SUPPLIES
USA BLUE BOOK		LT ST DISABILITY & LIFE
VERIZON WIRELESS		WATER SUPPLIES
VIC BOND SALES INC		CELLPHONES
VISA		VARIOUS SUPPLIES
VISA		VARIOUS CHARGES
		VARIOUS CHARGES
WB AREA CHAMBER OF COMMERCE ZETTEL'S COLLISION SPORT CENTER		2021 CHAMBER BUCKS
		NEW PATROL CAR STRIPE
TOTAL	128 790 58	

TOTAL 128,790.58



#### PROCUREMENT POLICY

#### **CODE OF CONDUCT**

No employee, officer, or agent of the City of West Branch shall participate in the selection or in the award or administration of a contract supported by Disaster Recovery CDBG funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

No officer, employee or agent of the City of West Branch shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Any alleged violations of these standards of conduct shall be referred to the City of West Branch Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

#### PROCUREMENT PROCEDURES

The director or supervisor of each department or agency of the City of West Branch responsible for procurement of services, supplies, equipment, or construction obtained with Disaster Recovery CDBG funds shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the Director or Supervisor, an analysis to determine which approach would be the most economical shall be undertaken.

The City of West Branch shall take affirmative steps to assure that small and minority firms, women's business enterprises, and labor surplus firms are solicited whenever they are potential qualified sources. The City of West Branch shall also consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms, women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses.

The City of West Branch shall assist the prime contractor whenever possible by providing copies of lists which identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

#### **SELECTION PROCEDURES**

ALL procurement carried out with Disaster Recovery CDBG funds, where City of West Branch is a direct party, shall be carried out in a manner that provides maximum free and open competition. Procurement procedures will not restrict or eliminate competition. The City of West Branch shall not place unreasonable requirements on firms in order for them to qualify to do business. Nor will the City of West Branch encourage or participate in noncompetitive practices among firms. The City of West Branch is alert to organizational conflicts which would jeopardize the

negotiation process and limit competition. The City of West Branch will not require unnecessary experience or bonding requirements.

Pursuant to state law and federal regulations (24 CFR 85.36(b)), all solicitations of offers shall incorporate a clear accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

All solicitations of offers shall clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications.

Contracts shall be awarded only to responsible contractors/firms that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

#### METHODS OF PROCUREMENT

Direct procurement by the City of West Branch shall be made by using one of the following methods depending on the type of service to be procured.

<u>Small Purchase Procedures</u>. Relatively simple, informal procurement procedures will be used where the purchase of materials, single task services, supplies, equipment, and/or other property will not cost in the aggregate more than \$100,000, except where further limited by state law or local policy. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the file. Selections shall be made principally on price. Payment shall be made upon delivery or completion.

<u>Competitive Sealed Bids/Formal Advertising</u>. Under this procedure bids are publicly advertised in accordance with the applicable laws. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids.

Competitive sealed bids can be used ONLY when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions; (2) there are two or more responsible bidders who are willing and able to compete effectively; (3) the procurement can be made on a firm fixed- price contract and selection of the successful bidder can appropriately be made principally on the basis of price.

When formal advertising is used the following conditions shall be met.

- i. The advertisement for bids shall be publicly advertised.
- ii. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items, end products or services needed in order for the bidders to properly respond to the advertisement.
- iii. All bids shall be opened publicly at the time and place specified in the advertisement for bids.

  A firm fixed-price contract award shall be made by written notice to the lowest <u>responsive</u> and <u>responsible</u> bidder whose bid conforms to the advertisement for bids. Notwithstanding the above, any or all bids may be rejected when there are sound documented business reasons in the best interest of the Disaster Recovery CDBG Program.

"Responsible bidder" refers to the character or quality of the bidder -- whether it is an entity with which GRANTEE NAME is safe doing business.

"Responsive bidder" refers to whether or not the bidder has offered GRANTEE NAME in its bid what was asked for in the specifications.

<u>Disqualification</u> of a bidder for **lack of responsibility** will require notice to the bidder and the opportunity for a hearing. <u>Rejection</u> of a bid because of **unresponsiveness** requires only that bidder be informed of why bid was rejected.

<u>Competitive Negotiation: Requests for Proposals/Qualification Statements.</u> The technique of competitive proposals is normally conducted with more than one source submitting an offer. All competitive proposals shall be conducted using a formal RFP/RFQ containing at least the minimum items in the attached RFP/RFQ Outline (See Attachment A). Architectural and engineering services must be procured via requests for qualification statements; administrative consulting and other professional services must be procured via requests for proposals. Other professional services may also be procured by requests for proposals. The following procedures will be used for competitive negotiation:

- Requests for proposals or qualification statements will be adequately publicized to achieve sufficient competition. All submittals will be honored and entered into the competition.
- ii. Request for proposals or qualification statements shall contain a detailed list of tasks in the proposed scope of work that is expected to be accomplished.
- iii. The request for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements. Requests for proposals shall always include cost and at least one non-cost evaluation factor.
- iv. The selecting official (or committee, if one is designated) shall review all proposals and statements received and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made; including the importance of cost (for RFPs).
- v. Contract award will be made to the responsible offeror whose submission is deemed most appropriate to the City of West Branch with consideration for price, qualifications, and other factors set by the local governing body. Unsuccessful offerors shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.

For qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, at least three firms will be solicited. Following the review of the qualification statements received, the most qualified competitor will be selected to enter into contract negotiation. This shall always include negotiation of price to insure cost reasonableness. At the conclusion of successful negotiation, the competitor shall be invited to enter into a contract.

#### **CONTRACT PRICING**

The City of West Branch shall perform cost or pricing analysis in connection with EVERY procurement action including contract modifications in accordance with the requirements of "Cost and Price Analysis for HUD Grantees and Funding Recipients". [See Attachment C] Costs or prices based on estimated costs for Disaster Recovery CDBG projects shall be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals [48 CFR Part 31]. Lump sum prices will only be utilized when there is a definable work product and the quantity to be provided is certain and the contractor assumes all the risk for costs

incurred. Unit prices can be utilized when there is a definable work product and the contractor assume all the risk for costs incurred, but the quantity is estimated. Cost reimbursement will be utilized when the task does not result in a definable work product or the contractor will not assume the risk of incurring the cost to complete the task. Cost reimbursement, unit or lump sum price, or a combination thereof may be utilized as appropriate.

A cost reimbursement type contract is most appropriate when the scope and extent of the work to be performed are not clearly defined, such as a professional services contract. A cost reimbursement contract MUST clearly establish a cost ceiling which may not be exceeded without formally amending the contract, and must identify a fixed dollar profit that may not be increased unless there is a contract amendment that increases the scope of the work.

A fixed price contract is appropriate when the scope of work is very well defined and product oriented. A fixed price contract can only be awarded when fair and reasonable prices can be established through adequate price competition and the solicitation is based principally on price. A fixed price contract MUST establish a guaranteed price that may not be increased.

Cost plus percentage of cost and percentage of construction cost methods of contracting MUST NOT be used. <u>PROCUREMENT RECORDS</u>

The City of West Branch shall maintain records sufficient to detail the history of the procurement. The records will include the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price

#### **CONTRACT PROVISIONS**

The records shall include the following contract provisions and conditions:

- Contracts other than small purchase shall contain provisions that allow for administrative, contractual, or legal remedies if contractors violate or breach contract terms, and provide for sanctions and penalties as appropriate.
- ii. All contracts in excess of \$10,000 shall provide for termination for cause and for convenience by the City of West Branch including the manner in which it will be done and the basis for settlement.
- iii. All construction contracts and subcontracts in excess of \$10,000 shall include provisions which require compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60).
- iv. All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (18 USC 874) as supplemented by DOL regulations (29 CFR Part 3).
- v. All contracts or subcontracts in excess of \$2,000 for construction or repair shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by DOL regulations (29 CFR Part 5).
- vi. All construction or repair contracts or subcontracts in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment or mechanics or laborers, shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by DOL regulations (29 CFR Part 5).
- vii. Each contract shall include a notice of DCEO requirements and regulations pertaining to reporting and patent rights under any contract involving respect to any discovery or invention which arises or is developed

in the course of or under such contract, and of the state requirements pertaining to copyrights and rights in data.

- viii. All negotiated contracts shall include a provision that makes it possible for the DCEO, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, or records of the contractor/firm that are directly pertinent to the contract, for the purpose of making audit examination excerpts and transcriptions. Further, the contract must include a provision that all required records will be maintained by the contractor/firm for a period of four years after the City of West Branch formally closes out each Disaster Recovery CDBG program.
- ix. All contracts, subcontracts, and subgrants in amounts in excess of \$100,000 shall contain a provision which requires compliance with the requirements of Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- x. Contracts shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- xi. The City of West Branch will be permitted to require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the [governing body].

#### **CONTRACT ADMINISTRATION**

The City of West Branch shall maintain contract administration systems that insure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/ firms will be a factor in subsequent contract negotiations and award. Remedial action by the City of West Branch through legal processes shall be considered in instances of identified significant nonperformance.

#### **PROTEST PROCEDURE**

Any person who is aggrieved in connection with the solicitation or award of a contract shall make a protest to the chief procurement officer.

Protest with respect to a **solicitation** shall be submitted in writing at least two working days prior to the opening of bids. Protest with respect to the **award** of a contract shall be submitted in writing within ten calendar days after the contract award.

#### PROCUREMENT POLICY ATTACHMENT A - RFP/RFO OUTLINE

Under the federal procurement regulations professional services are typically procured through the competitive proposal or request for proposal method [24 CFR 85.36(d)(3)]. A well-written RFP or RFQ will contain all of the information the proposers need to know in a manner that captures interest and is easy to follow. The RFP or RFQ will consist of an introduction and six sections, each of which is summarized briefly on this page:

#### the following items:

- 1. Advertisement/Purpose (Introduction) Will include a Cover Letter to summarize the services being solicited and the due date for proposals.
- 2. Program Information Will include an overview of the grant/project status and a summary of the roles and responsibilities of all involved parties to provide the context for the solicited services and capture the interest of potential respondents.
- Scope of Services Will include an overview of the solicited services, summarize general expectations, specify
  the anticipated role of the selected firm, and provide a detailed list of tasks to be accomplished. Should be
  connected to the fee proposal and be detailed enough to be in the final contract.
  - Statement of Work (RFP only): All tasks the selected consultant will be expected to perform will be listed in detail. The List must be detailed enough for consultant to provide price or estimated cost for the services.
- 4. Submission and Evaluation Requirements Will describe what sections should be included in the proposal (e.g. approach, organization chart or staffing plan, fee proposal (RFP only), etc.) and what information each of those sections should contain. Also, the criteria the Committee will use to evaluate the proposal and the weights for each criterion will be described. Submission requirements and evaluation criteria should be linked.
  - Approach section (RFP): For each task identified in the scope of work, respondent is to describe how they
    would accomplish the task(s).
  - Project staffing: Respondent will be asked to include an organization chart, names and roles of principal staff members, time commitments for principal staff members, and attach resumes.
  - Qualifications: Respondent will be asked to include project summaries the respondent's relevant experience, organized by firm or by type of experience.
  - Fee proposal (RFP only): Respondent will be asked to provide a price for services described in the approach, broken out by task.
  - Evaluation Criteria: The criteria on which the proposals will be evaluated (e.g. creativity of approach, reasonableness of fee, quality of relevant qualifications, previous experience, etc.) will be listed and the weighting for each criteria given.
- 5. Schedule and Required Information Will provide information about the procurement not related to the actual project. This includes a schedule/timetable for the procurement, information on written questions and preproposal conference, contractual obligations, information on conflict of interest, and all other required clauses.
- 6. Attachments Provide any required forms (e.g. form for fee proposal or Certifications/Assurances), further clarify the expectations by including a sample contract, copies of the roles/ responsibilities checklist, and/or

## PROCUREMENT POLICY <u>ATTACHMENT B - Sealed Bid Requirements and</u> <u>Procedures</u>

Under the federal procurement regulations construction services are required to be procured through the competitive sealed bid method [24 CFR 85.36(d)(2)]. This method is also required for the procurement of equipment and supplies over \$100,000.

#### Sealed Bid Requirements

- 1. Advertisement or bids- instructions to potential bidders including: location and time and date for submission; availability of bid documents and duration of public inspection, deposit(s) and other bidding requirements; notice of Federal contract requirements.
- Information for Bidders- instructions to potential bidders including: bid preparation requirements; details
  for price submission; bidder qualifications, bid security requirements, timelines for bid and contract award;
  liquidated damages provisions; conditions of work; addenda and interpretations; security for performance;
  power of attorney; governing laws and regulations; method of bid award; and obligations of bidders.
- Requirements for a Bid Guarantee. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- 4. Requirements for a Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- Requirements for a Payment Bond. A payment bond on the part of the contractor for 100 percent of the
  contract price. A "payment bond" is one executed in connection with a contract to assure payment as
  required by law of all persons supplying labor and material in the execution of the work provided for in the
  contract.
- 6. Requirements for a Certificate as to Corporate Principal.
- 7. Requirements for a Public Work Bid, including acceptable pricing format.

#### Sealed Bid Procedures

The sealed bid solicitation will be published at least once, not less than 30 and not more than 45 days before the date for filing bids in a newspaper that serves as the official publication for the grantee. If the grantee does not have an official publication then it will be published in a newspaper published at least once weekly and having general circulation in the geographic area served by the governmental entity. Preference should be given to a newspaper published daily if available.

The sealed bid solicitation will insure the complete plans and specifications will be available on the date of the first advertisement.

The advertisement for the sealed bid solicitation will indicate where specifications can be obtained and when and where bids will be received and opened.

All sealed bids received will be date and time stamped upon receipt.

Any sealed bid which does not arrive at the designated place by the appointed time will not be considered and will not be opened. The bid will be marked by the time received and returned to the bidder unopened.

All bids will remain confidential until the public bid opening.

All bids submitted on time will be publicly opened and the sealed bids read aloud.

Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid when prior experience indicates that such discounts are generally taken.

After approval by the [council, governing body, selection committee]; a firm fixed price award in writing to the lowest responsive bidder whose bid conforms to the advertisement for bids will be made.

A bid abstract of the bid opening will be maintained. At a minimum it will include the following:

- date, time, and location of the bid opening;
- a listing of all bids received and the amounts of their bids
- a listing of all persons present;
- a tabulation of the bids opened;
- the award decision

Unsuccessful bidders will be promptly notified in writing.

#### PROCUREMENT POLICY <u>ATTACHMENT C - HUD Guidance on Cost Price Analysis</u>

Under the federal procurement regulations grantees are required to perform a cost price analysis on every procurement action [24 CFR 85.36(f)]. HUD has provided a guide to recipients to meet this requirement. The important sections of which are provided below.

#### Quick Guide to Cost and Price Analysis for HUD Grantees and Funding Recipients

#### What is price analysis?

Price analysis is essentially price comparison. It is the evaluation of a proposed price (i.e., lump sum) without analyzing any of the separate cost elements that it is composed of.

#### What is cost analysis?

Cost analysis is the evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor's total cost proposal or price (for both new contracts and modifications) to determine if they are allowable, directed related to the requirement and ultimately, reasonable.

#### Is cost or price analysis always required?

Yes. HUD's regulations at 24 Code of Federal Regulations (CFR) Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," and 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," require grantees to perform a cost or price analysis for *every* procurement action, including contract modifications (e.g., "change orders"), using HUD grant funds.

#### When do I perform a price analysis?

You use price analysis whenever you are comparing lump sum prices – not cost estimates - received from contractors in a competitive pricing situation (e.g., when sealed bids are obtained).

#### What qualifies as competition?

Generally, competition means two or more responsible (e.g., not debarred or suspended, etc.) offerors ("bidders"), competing independently, submit priced offers that satisfy the grantee's contract requirement. Obviously, the greater the number of offers received, the greater the competition and ideally, the better the pricing.

#### When do I perform a cost analysis?

Cost analysis is used whenever you do not have price competition. A cost analysis is required when:

- Using the competitive proposal (or "negotiated") method of contracting (see 24 CFR 85.36(d)(3) for a definition), e.g., for acquiring professional, consulting or architect/engineering (A/E) services. Under the competitive proposal method, offerors are required to submit cost proposals that show the elements (e.g., labor, materials, overhead, profit) of their proposed costs or price. SEE FORMAT BELOWATTACHMENT C.1.
- Negotiating a contract with a sole source, i.e., not soliciting competitive bids or offers. When a sole source
  is appropriate and justified (see 24 CFR 85.36(d)(4)), you must obtain a complete cost breakdown from the
  sole source contractor and perform an analysis using the cost principles to establish a fair and reasonable
  price or estimated cost.
- After soliciting competitive sealed bids, you receive only one bid, and it differs substantially from your
  independent estimate of the contract price. If you determine that the bid is unreasonable and decide to not
  recompete (e.g., market survey tells you that you wouldn't get competition), then you may formally cancel

- the solicitation and negotiate a contract price with the single bidder. In that case, you must obtain a cost breakdown of the single bid price and use cost principles to determine if that price is reasonable.
- Negotiating a modification (including change orders) to any type of contract, if the modification changes
  the work authorized under the contract, and changes the price or total estimated cost, either upwards or
  downwards. You must obtain a detailed breakdown of the contractor's proposed cost not a lump sum
  proposal before negotiating the change in contract price.

**CAUTION**: Modifications that change the work beyond the scope of the contract must be justified in accordance with the conditions set forth in 24 CFR 85.36(d)(4) or 24 CFR 84.43. If the out-of-scope change cannot be justified, you must procure the work competitively.

#### Do I need to analyze and negotiate profit separately?

Whenever you are required to perform a cost analysis, and you are negotiating a contract action that provides for a profit or fee, you must negotiate profit separately. When negotiating profit, you should consider **all** of the following:

- The complexity of the work to be performed. The more difficult the work, the more profit a contractor may be entitled to.
- Contractor's risk. How much risk either performance or cost to the contractor will the contract create?
   The higher the risk, the higher the reward, i.e., profit.
- Contractor's investment (labor, oversight, etc.). How much and what type of resources will the contractor have to dedicate to performing the contract? The greater the investment of resources the more profit.
- Subcontracting. The amount of profit depends upon the size, nature and oversight needs of the
  subcontracts the contractor will use. Will the contractor perform most of the work, or will he/she sub out
  some of it, and if so, how much? Will subcontracted work be routine or complex? What amount and level
  of oversight and management will subcontracted work require of the contractor? Simple subcontracts for
  routine supplies of services should not be worth as much profit as complex subcontracts that require a lot
  oversight by your own highly skilled staff or management.
- Quality of the contractor's past performance. Profit should reward the contractor for a proven record of high quality performance. A consistent record of delivering quality goods or services on time within cost, indicates that the contractor will likely "deliver the goods" to you, too. (Note: You probably won't be considering a poor performer for a new contract award.) Performance under the current contract must be considered when negotiating a modification.
- Industry profit rates in the surrounding geographical areas for similar work. What's the "going rate," especially for standard, more commercial types of work? *CAUTION:* Be careful to not pay going rates when the work required is not really covered by those rates, e.g., paying specialty rates for routine work.

**CAUTION!** The "cost-plus-a-percentage-of-cost" and "percentage-of-construction-cost" contract types are prohibited. (See also 24 CFR 85.36(f)(4), and 24 CFR 84.44(c).) These types of contracts reward contractors for incurring greater costs, which is just the opposite of what is in your, the buyer's, best interest.

#### How do cost analysis and price analysis apply to the different contracting methods?

- Small Purchases. For routine, commercial type purchases, comparing price or rate quotes obtained from an
  adequate number of qualified vendors is sufficient price analysis. If the small purchase is for professional
  or technical services, or the HA needs to evaluate other factors than price, then at least a limited cost
  analysis is appropriate. In either case, the HA's analysis should include comparing the proposed prices to
  past prices it has paid for the same or similar items or services.
- Sealed Bidding. This is the preferred method for contracting for supplies, equipment and construction. (See 24 CFR 85.36(d)(2) for a definition.) Normally, the competitive pricing forces of the marketplace determine the reasonableness of the low price obtained through sealed bidding. Nevertheless, the HA should always compare its own independent cost estimate to the low competitive bid received. In the event they are significantly different, the HA will need to examine each to verify that either its own estimate or the market price is valid. Otherwise, no further price or cost analysis is required under sealed bidding.

**CAUTION!** When only one bid is received in response to a competitive bid solicitation, you do not have price competition. If you decide to award on the basis of a single submitted bid price, i.e., without negotiation, you must justify that the price is fair and reasonable. At a minimum, you should compare the bid price to your own in-house estimate and past prices paid for the same or substantially similar item(s) in the past.

You should also try to obtain information from the marketplace, if you have not already done so in developing your own estimate. If you decide to cancel the sealed bid and negotiate a contract price with the single bidder, you must obtain a complete cost breakdown and perform a cost analysis of the proposed price. If the bidder refuses to provide a breakdown of his/her costs, you may have no other choice than to resolicit bids. In any case, you must document the rationale for your award decision.

• Competitive Proposals. This method is most often used to contract for professional, consulting, and architect/engineering (A/E) services. (See 24 CFR 85.36(d)(3) for a definition.) To determine the reasonableness of proposed costs, you must obtain cost breakdowns from the offerors showing all the elements of their proposed total costs and perform a cost analysis of each proposal using the appropriate set of cost principles (discussed below).

**NOTE!** When awarding a contract using the competitive proposal method, the type of contract (e.g., firm fixed-price or cost-reimbursement) you propose to award does not affect the requirement for a cost analysis. For example, if you intend to award a firm fixed-price contract via the competitive proposal method, you still must analyze all of the proposed costs contained in each offeror's price. However, you are not required to negotiate each individual cost element in arriving at an agreement on total price. The

final price you negotiate with the contractor on a fixed-price contract normally reflects agreement only on the total price. Therefore, the overall objective should be to negotiate total prices that are fair and reasonable.

**NOTE!** In certain cases, the contract may specify separately priced items. This is commonly done in indefinite-delivery (e.g., indefinite-quantity, sometimes called job order, or "open ended") contracts. Under these contracts, the HA orders pre-priced items on an as-needed basis, up to a stated maximum quantity. For these contracts, agreement must be reached on each item's price before award and the prices included in the final contract document.

#### **ATTACHMENT C.1**

#### **Format for Cost Analysis**

Develop a detailed list of tasks and subtasks, based on the services requested in the RFP/RFP.

Estimate the number of hours needed to complete each task and divide among staff with a variety of hourly rates. Estimate materials, supplies, services or other direct costs for to complete each task.

Apply overhead rate if applicable to appropriate cost base for each task.

Apply profit rate if applicable to appropriate base for each task.

Sum all the elements of cost and profit for the task.

#### Contract Task 1: Proposal Review (example)

Labor Cost	
Estimated 10 proposals x 4 hours per proposal for Assistant Planner @ \$20 per hour	800.00
Estimated 10 proposals x 1.5 hours per proposal for Senior Planner @ \$32.50 per hour	487.50
Fringe Benefit @ 22% of Direct Labor Cost	383.25
Total estimated Direct Labor Cost for completing Proposal Review Task	1,670.75

Materials and Services Cost	
Estimated 15 copy pages per proposal x 10 proposals @ \$.32 per page	48.00
Estimated printing cost per proposal summary @ \$3.50 ea x 10	35.00
Total estimated Materials and Services Cost for completing <b>Proposal Review</b> Task	83.00
Overhead	
Overhead rate for federally funded contracts @ 32% x Direct Labor Cost	534.64
Total estimated Costs for completing <b>Proposal Review</b> Task	2,288.39
Profit	
Profit @ 8% of total estimated Cost	183.07
TOTAL PRICE for completing Proposal Review Task	2,471.46
Estimated unit price if applicable Total Price divided by # proposals	247.14



#### **SECTION 3 POLICY**

#### CITY OF WEST BRANCH

#### **ECONOMIC OPPORTUNITIES POLICY FOR SECTION 3 COVERED CONTRACTS**

#### **BACKGROUND**

Section 3 of the Housing and Urban Development Act of 1968, as amended, ("Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development financial assistance for housing and community development programs be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and business concerns which provide economic opportunities to low- and very low income persons (24 CFR 135.1).

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended and 24 CFR Part 135, THE UGLG adopts this Economic Opportunities Policy for Section 3 Covered Contracts. The policy will provide direction for implementing Section 3, when required.

#### **POLICY STATEMENT**

THE UGLG shall provide opportunities to low- and very low-income persons residing in the State of Michigan (as defined in § 135.5 of 24 CFR Part 135) and to businesses meeting the definition of "Section 3 Business Concern" (as defined by 24 CFR Part 135). Accordingly, THE UGLG shall implement policies and procedures to ensure that Section 3, when required, is followed and develop programs and procedures necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided. This policy shall not apply to contractors who only furnish materials or supplies through Section 3 covered assistance. It will apply to contractors who install materials or equipment. (See the definition of "Section 3 Covered Contracts" below.) There is nothing in policy that should be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot fulfill the contract requirements.

#### **DEFINITIONS**

THE UGLG incorporates into this policy the definitions contained in § 135.5 of 24 CFR Part 135.

#### **Defined Terms of Policy**

Section 3 - Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes

that HUD funds are typically one of the largest sources of federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low- and very low-income persons or business concerns residing in the community where the project is located.

Section 3 Recipient – means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferees of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 Resident – A section 3 resident is 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

**Section 3 Business Concern(s)** – Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following:

- 1. 51% or more owned by Section 3 residents; or
- at least 30% of its full-time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3. provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

#### Section 3 Covered Assistance -

- Public and Indian housing development, operating or capital funds; or other housing assistance and community development assistance expended for housing rehabilitation, housing construction or other public construction projects, such as: CDBG, HOME, 202/811, Lead-Based Paint Abatement, etc.
- 2. The following definition for Section 3 Covered Assistance comes from 24 CFR 135.5:
  - Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;
  - Public and Indian housing operating assistance provided pursuant to section 9 of the 1937
     Act;
  - Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;
  - d. Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
    - Housing rehabilitation (including reduction and abatement of lead-based paint

hazards, but excluding routine maintenance, repair and replacement);

- Housing construction; or
- Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Covered Contract – means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 Covered Assistance, or for work arising in connection with a Section 3 Covered Project. "Section 3 Covered Contracts" do not include contracts awarded under HUD procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 Covered Contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 Covered Contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 Covered Contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

**Section 3 Covered Project** – A section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

Section 3 Covered Community Planning and Development Funding — Community Development Block Grants (CDBG), Home Investment Partnership Assistance (HOME), Emergency Shelter Grants (ESG), Neighborhood Stabilization Programs (NSP), and certain grants awarded under HUD Notices of Funding Availability (NOFAs). The requirements for Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

#### **RESPONSIBILITIES**

THE UGLG that receives community development or housing assistance covered by Section 3 has the responsibility to comply with Section 3 in its own operations. This responsibility includes:

- Notifying Section 3 residents and businesses about jobs and contracts generated by Section 3
  covered assistance so that residents may seek jobs and businesses may submit bids/proposals for
  available contracts;
  - a. Notifying potential contractors of the objectives of Section 3 and ways in which each contractor can assist the sub-recipient to meet its goal;
  - b. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns; and
  - c. Documenting the action that the sub-recipient takes to comply with the Section 3 requirements, the results of the actions, and impediments, if any.
- 2. THE UGLG has a responsibility to "ensure compliance" of their contractors and subcontractors. This means that a sub-recipient must:
  - a. Notify contractors of their responsibilities under Section 3 including, but not limited to.

- incorporating the Section 3 Clause in contract documents.
- b. Refrain from entering into contracts with contractors that are in violation of the regulations in 24 CFR Part 135.
- c. Respond to complaints made to the recipient by Section 3 residents or business concerns that the sub-recipient, a contractor or subcontractor, is not in compliance with 24 CFR Part 135.
- d. Cooperate with HUD in obtaining the compliance of contractors and subcontractors when allegations are made that the sub-recipient's contractors and subcontractors are not in compliance with the regulation of 24 CFR Part 135.

#### GOALS

All contractors undertaking Section 3 covered projects and activities are expected to meet the Section 3 requirements. To demonstrate compliance with the "greatest extent feasible" requirement of Section 3, contractors must meet the goals set forth below for providing training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns. To meet the goals, contractors must select Section 3 residents based on the following priorities pursuant to § 135.34, 24 CFR Part 135:

First Priority - Residents of the development where the work is to be performed.

Second Priority - Other residents of the neighborhood where the work is to be performed.

**Third Priority** - Other residents of the neighborhood who are participants in HUD- Youthbuild or others federal, state, and local job programs being carried out in the city or county area.

**Fourth Priority** - Other persons from the project metropolitan area who meet the definition of Section 3 resident contained in § 135.5 of 24 CFR Part 135.

#### **EMPLOYMENT**

All contractors will seek low- or very low-income persons residing in the property metropolitan area for 30% of all new hires. When applicable, the contractor must show evidence of seeking project residents for 15% of the new hires.

Eligibility for employment or contracting nothing in this policy shall be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot perform the contract.

#### PREFERENCE FOR SECTION 3 BUSINESS CONCERNS

Preference shall be awarded to Section 3 Business Concerns according to the following system:

- 1. Where the Section 3 Covered Contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 Business Concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation. If it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.
- 2. Where the Section 3 Covered Contract is to be awarded based on factors other than price, a

request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for Section 3 Business Concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

#### **Competitive Bids**: Procurement by Sealed Bids (Invitations for Bids)

Preference in the award of Section 3 Covered Contracts that are awarded under a sealed bid process may be provided as follows:

Bids shall be solicited from all businesses (Section 3 Business Concerns, and non-Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking and with the lowest responsive bid if that bid—

- Bids shall be solicited from all businesses (i.e. Section 3 Business Concerns and non- Section 3
  Business Concerns). An award shall be made to the qualified Section 3 Business Concern with
  the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if
  that bid:
  - a. is within the maximum total contract price established in THE UGLG's budget for the specific project for which bids are being taken; and
  - b. is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is: less than \$100,000 . . . 10% of that bid or \$9,000

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000 ... 9% of that bid or 16,000
At least \$200,000, but less than \$300,000 ... 8% of that bid or 21,000
At least \$300,000, but less than \$400,000 ... 7% of that bid or 24,000
At least \$400,000, but less than \$500,000 ... 6% of that bid or \$25,000
At least \$500,000, but less than \$1 million ... 5% of that bid or \$40,000
At least \$1 million, but less than \$2 million ... 4% of that bid or \$60,000
At least \$2 million, but less than \$4 million ... 3% of that bid or \$80,000
At least \$4 million, but less than \$7 million ... 2% of that bid or 105,000
\$7 million or more ... 1.5% of the lowest responsive bid, with no dollar limit

- 2. If no responsive bid by a Section 3 Business Concern meets the requirements of paragraph 1 of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.
- 3. In both paragraph 1 and 2 above, a bidder, to be considered as responsible, must demonstrate compliance with the "greatest extent feasible" requirement of Section 3.

#### **COMPLIANCE**

HUD holds MEDC accountable for compliance with Section 3 requirements. In its written agreement with its housing partners, MEDC will site Section 3 obligations. When a housing partner is unable to meet Section 3 goals, MEDC will place the burden of proving compliance with Section 3 on the recipient.

The minimum numerical goal for employment is 30 percent of the aggregate number of new hires shall be Section 3 residents annually—i.e., 1 out of 3 new employees needed to complete a Section 3 covered project/activity shall be a Section 3 resident.

The minimum goals for contracting are:

- Ten percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and
- Three percent of the total dollar amount of all non-construction Section 3 covered contracts shall be awarded to Section 3 businesses.

Safe harbor and compliance determinations: In the absent of evidence to the contrary (i.e., evidence that efforts to the "greatest extent feasible" were not expended), if THE UGLG or contractor meets the minimum numerical goals shown above, the recipient or contractor is considered to have complied with Section 3 preference requirements.

THE UGLG will be expected to demonstrate why it was not feasible to meet the goals. At a minimum, if recipients of Section 3 Assistance are unable to meet their Section 3 training, hiring, and contracting goals, they should **sponsor or participate** in upward mobility programs, hire eligible residents in trainee positions with regard to training and employment, or form Section 3 joint ventures with various local employment agencies.

#### DATA COLLECTION AND REPORTING

THE UGLG will collect and submit required Section 3 data and complete Section 3 reporting requirements.

Adopted	Passed by
Signed by	Title
Date	Attest



#### **FAIR HOUSING ORDINANCE**

#### **ORDINANCE NO. 21-06**

AN ORDINANCE PROHIBITING AND MAKING UNLAWFUL DISCRIMINATION IN HOUSING AND/OR REAL PROPERTY BECAUSE OF RACE, COLOR, RELIGION, CREED, NATIONAL ORIGIN, ANCESTRY, SEX, OR DISABILITY IN THE CITY OF WEST BRANCH

#### THE CITY OF WEST BRANCH ORDAINS:

WHEREAS, the City of West Branch, Michigan desires to assure equal opportunity to all residents regardless of race, color, religion, creed, national origin or ancestry, sex, or disability, to live in decent, sanitary, and healthful living quarters; and,

WHEREAS, the 1963 Constitution of the State of Michigan provides as follows in Article I (Section 2) "...no person shall be denied the equal protection of the laws; nor shall any person be denied the enjoyment of his civil or political rights or be discriminated against in the exercise thereof because of religion, race, color or national origin..." (Section 4) "...The civil and political rights, privileges and capacities of no person shall be diminished or enlarged on account of his religious belief..." (Section 9) "...Neither slavery, nor involuntary servitude unless for the punishment of crime, shall ever be tolerated in this state..." and,

WHEREAS, the Congress of the United States has provided that "it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States" and has established by law the following provisions:

#### "... it shall be unlawful:

- a. To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make available or deny, a dwelling to any person because of race, color, religion, sex, or national origin.
- b. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of race, color, religion, sex, or national origin ..."

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WEST BRANCH, MICHIGAN, AS FOLLOWS:

#### **SECTION 1 - DECLARATION OF POLICY**

a. In furthering the policy of the State of Michigan as expressed in its Constitution and other Laws; in order that the safety and general welfare, peace and health of all the inhabitants of the City may be ensured, it is hereby declared the policy of the City of West Branch, Michigan, to assure equal opportunity to all residents, regardless of race, color, religion, national origin or ancestry, sex, creed, or physical disability to live in decent, sanitary, healthful, standard living quarters.

- b. It is the policy of the City of West Branch that no owner, lessee, sub-lessee, assignee, managing agent, or other person, firm or corporation having the right to sell, rent, lease (or otherwise control) any housing accommodation and/or real property within the Village/City, or any agent of these shall refuse to sell, rent, lease, or otherwise deny to or withhold from any person or group of persons such housing accommodations and/or real property because of race, color, religion, national origin or ancestry, sex, creed, or disability of such person or persons or discriminate against any person or persons because of race, color, religion, national origin or ancestry, sex, creed or disability in the conditions, terms, privileges of the sale, rental or lease of any housing accommodation and/or real property or in the furnishing of facilities and/or services in connection therewith.
- c. Relocation shall be carried out in a manner that will promote maximum choice within the community's total housing supply; lessen racial, ethnic, and economic concentrations; and facilitate desegregation and racially inclusive patterns of occupancy and use of public and private facilities.

#### **SECTION 2 - DEFINITIONS**

Unless a different meaning clearly appears from the context, the following terms shall have the meaning as described in this SECTION and as used in this Ordinance.

- a. DISCRIMINATE The terms "discriminate" or "discrimination" mean any difference expressed in any way toward a person or persons in the terms of the sale, exchange, lease, rental or financing for housing accommodation and/or real property in regard to such sale, exchange, rental, lease or finance because of race, color, religion, national origin or ancestry, sex, creed, or disability of such person.
- b. HOUSING ACCOMMODATION The term "housing accommodation" includes any building, structure, or portion thereof which is used or occupied, maintained, arranged or designed to be used or occupied as a home, residence or sleeping place of one or more human beings, or any real estate so used, designed or intended for such use.
- c. REAL PROPERTY The term "real property" means any real estate, vacant land, building, structure or housing accommodations within the corporate limits of the City of West Branch, Michigan.
- d. REAL ESTATE BROKER The term "real estate broker" means any person, partnership, association, corporation and/or agent thereof, who for a fee or other valuable consideration offers, sells, purchases, exchanges or rents, or negotiates for the sale, purchase, exchange or rental of a housing accommodation and/or real property of another, or collects rental for the use of housing accommodation and/or real property of another.
- e. FINANCIAL INSTITUTION The term "financial institution" means any person, institution or business entity of any kind which loans money to persons and receives as security for said loans a secured interest of any kind in the real property of the borrower.
- f. OWNER An "owner" means any person/persons who hold legal or equitable title to, or own any beneficial interest in any real property or who hold legal or equitable title to shares of, or hold any beneficial interest in any real estate cooperative which owns any real property and/or housing accommodations.

g. DECENT, SANITARY, HEALTHFUL STANDARD LIVING QUARTERS - "Decent, sanitary, healthful standard living quarters" is housing which is in sound, clean, and weather tight condition in conformance with applicable local, state, and national codes.

#### **SECTION 3 - PROHIBITED ACTS**

It shall be unlawful for any owner of real estate, lessee, sub-lessee, real estate broker or salesman, financial institution or employee of the financial institution, advertiser, or agent of any or all of the foregoing, to discriminate against any person or persons because of their race, color, religion, national origin or ancestry, sex, creed, or disability with regard to the sale, exchange or rental, or any dealing concerning any housing accommodation and/or real property.

In addition to the foregoing, it shall also be unlawful for any real estate broker or employee thereof, owner or other person, or financial institution dealing with housing or real property in the City of West Branch, Michigan:

- a. To discriminate against any person in the availability of or the price, terms, conditions, or privileges of any kind relating to the sale, rental, lease, or occupancy of any housing accommodation or real property in the Village/City or in furnishing of any facilities or services in connection therewith.
- b. To publish or circulate, or cause to be published or circulated, any notice, statement or advertisement, or to announce a policy, or to use any form of application, for the purchase, lease, rental or financing of real property, or to make any record of inquiry in connection with the prospective purchase, rental or lease of such real estate, which expresses directly or indirectly any discrimination as to race, color, religion, national origin or ancestry, sex, creed or disability of any person.
- To discriminate in connection with lending money, guaranteeing loans, accepting mortgages or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation and/or real property.
- d. To solicit for sale, lease, or listing for the sale or lease, of any housing accommodation and/or real property on the grounds of loss of value because of the present or prospective entry into any neighborhood of any person or persons of any particular race, color, religion, national origin or ancestry, sex, creed, or disability.
- e. To distribute or cause to be distributed, written material or statements designed to induce any owner or any housing accommodation and/or real property to sell or lease his or her property because of any present or prospective change in the race, color, religion, national origin or ancestry, sex, creed, or disability of persons in the neighborhood.
- f. To make any misrepresentations concerning the listing for sale or the anticipated listing for sale or the sale of any housing accommodation and/or real property for the purpose of inducing or attempting to induce the sale or listing for sale of any housing accommodation and/or real property by representing that the presence or anticipated presence of persons of any particular race, color, religion, national origin or ancestry, sex, creed, or disability in the area will or may result in the lowering of property values in the block, neighborhood or area in which the property is located.
- g. For an owner to solicit any real estate broker to sell, rent or otherwise deal with such owner's housing accommodations and/or real property with any limitation on its sale based on race, color, religion, national origin or ancestry, sex, creed, or disability.

h. For an owner to refuse to sell, rent, or otherwise deal with any housing accommodation and/or real property because of race, color, religion, national origin or ancestry, sex, creed, or disability of the proposed buyer or tenant.

#### **SECTION 4 - PENALTY**

Any person convicted of violating any of the provisions of this Ordinance shall be punished by a fine of not less than one hundred dollars (\$100.00) nor more than fifteen hundred dollars (\$1,500.00). Each day a violation continues shall constitute a separate violation. This Section shall in no way abrogate or impair the right of the City of West Branch, Michigan, to specifically enforce, by any legal means, any of the provisions of this Ordinance.

#### **SECTION 5**

That all Ordinances and parts thereof in conflict herewith are expressly repealed and are of no other force and effect.

#### **SECTION 6**

That it is the intention of the City Council of the City of West Branch, Michigan that this Ordinance and every provision thereof shall be considered separable, and the invalidity of any section, clause, or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 7	
	of the City of West Branch, Michigan, and shall be in oval, recording, and publication in pamphlet form in accordance
PASSED AND ADOPTED this day of	, (year).
APPROVED BY ME this day of	,(year).
	Paul Frechette, Mayor
ATTEST:	
Amanda Stang, City Clerk	(SEAL)



#### NON-DISCRIMINATION ON BASIS OF HANDICAP

The UGLG does not discriminate on the basis of disability in its hiring or employment practices. The UGLG will not ask a job applicant about the existence, nature, or severity of a disability. Applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position. The UGLG will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation would cause an undue hardship on the operation of the UGLG's business. To the extent its selection criteria for employment decisions have the effect of disqualifying an individual because of disability, those criteria will be job-related and consistent with business necessity. Employees' medical information is maintained separately from personnel files and protected by confidentiality.

The UGLG will provide appropriate auxiliary aids and services, including qualified sign language interpreters, assistive listening devices, and alternate formats, whenever necessary to ensure effective communication with members of the public who have hearing, sight, or speech impairments, unless to do so would result in a fundamental alteration of its programs or an undue administrative or financial burden.

A person who requires an accommodation or an auxiliary aid or service should contact the following officials; interpreter requests should be made as far in advance as possible but no later than 48 hours before the scheduled event:

City Clerk, Amanda Stang 121 N. Fourth St. West Branch, MI 48661 989-345-0500 clerk@westbranch.com

Complaints that a UGLG program, service, or activity is not accessible to persons with disabilities should be directed to City Manager, John Dantzer at the same contact information noted above for the City Clerk. Complaints of disability-based discrimination against applicants for UGLG employment or UGLG employees should be directed to City Manager, John Dantzer, 989-345-0500 at the same contact information noted above for the City Clerk.

The UGLG will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.



#### **EXCESSIVE FORCE POLICY**

**RESOLUTION NO. 21-29** 

A RESOLUTION OF THE CITY COUNCIL OF WEST BRANCH, MI, ADOPTING A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE AGAINST NON-VIOLENT CIVIL RIGHTS DEMONSTRATORS.

WHEREAS the Congress of the United States has passed the Armstrong/Walker "Excessive Force" Amendment (Section 104 (L)(1) of Title I of the Housing and Community Development Act of 1974 as amended) prohibiting the use of excessive force by a local law enforcement agency against any individual engaged in nonviolent civil rights demonstration within its jurisdiction;

AND WHEREAS the City of West Branch has received a Michigan Community Development Block Grant and is required to comply with the Armstrong/Walker "Excessive Force" Amendment;

AND WHEREAS the use of excessive force against demonstrators may cause the CITY to lose its grant or eligibility for future federal grants;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WEST BRANCH, MICHIGAN:

It is POLICY of the CITY that the use of excessive force is prohibited by local law enforcement agencies against individuals engaged in nonviolent civil rights demonstrations within the City.

The City will adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions

The City Council directs the Police Chief to implement this Resolution by amending applicable police department procedures.

PASSED BY THE CITY COUNCIL, CITY OF WEST BRANCH, MICHIGAN.

SIGNED BY: TITLE: \_\_\_\_\_\_

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

#### RESOLUTION #21-28

WHEREAS, City reviews the revenues and expenditures on a monthly basis; and

WHEREAS, the expenses in Fund 251, Industrial Park Fund, were understated due to the omission of the Industrial Park billboard rental, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council hereby adopts the following budget amendment:

GL NUMBER	DESCRIPTION	2021-22 CURRENT BUDGET	2021-22 AMENDED BUDGET
Fund 251 - INDUSTRIAL	PARK FUND		
Revenues Dept 000.000			
251-000.000-642.400	SALES OF LOTS	0.00	0.00
251-000.000-664.400	INTEREST INCOME	300.00	300.00
Total Dept 000.000		300.00	300.00
TOTAL REVENUES		300.00	300.00
Expenditures Dept 000.000			
251-000.000-703.700	SALARIES AND WAGES	1,140.00	1,140.00
251-000.000-714.700	MANDATORY MEDICARE	17.00	17.00
251-000.000-715.700	SOCIAL SECURITY (EMPLOYER)	71.00	71.00
251-000.000-716.700	BC/BS HEALTH INSURANCE PREMIUM	0.00	0.00
251-000.000-718.700	MERS RETIREMENT (EMPLOYER)	15.00	15.00
251-000.000-720.700	WORKERS COMPENSATION PREMIUM	43.00	43.00
251-000.000-724.700	UNEMPLOYMENT INS. BENEFIT	3.00	3.00
251-000.000-782.700	ADMINISTRATION	935.00	935.00
251-000.000-801.700	CONTRACTUAL SERVICES	0.00	1,500.00
251-000.000-941.700	EQUIPMENT RENTAL	2,472.00	2,472.00
251-000.000-956.700	EXPENSES	390.00	390.00
251-000.000-977.700	CAPITAL ACQUISITIONS	0.00	0.00
Total Dept 000.000		5,086.00	6,586.00

Dept 965.000 - TRANSFERS		
251-965.000-999.700 TRANSFER TO OTHER ACCOUNTS	0.00	0.00
Total Dept 965.000 - TRANSFERS	0.00	0.00
TOTAL EXPENDITURES	5,086.00	6,586.00
Fund 251 - INDUSTRIAL PARK FUND:		
TOTAL REVENUES	300.00	300.00
TOTAL EXPENDITURES	5,086.00	6,586.00
NET OF REVENUES & EXPENDITURES	(4,786.00)	(6,286.00)



## City of West Branch 121 N 4th St, West Branch, Michigan 48661

(989)345-0500 • Fax (989)345-4390 • www.westbranch.com

#### Special Event Permit

Event Name: West Branch Santa Train
Event Date: December 11, 2021 Start Time: End Time: 5.3
Name of Sponsoring Organization: West Branch Area Chamber of Commerce
Address: 422 W. Houghton Ave
Contact Person: Heather Neuhaus Phone Number: 989-745-4085
Describe the purpose of this event: Family event in West Branch
Point of Assembly and/or proposed route (attach separate diagram if needed):
See Diagram
If requesting a road closure Road closure Start time: End time:
Road closure location
In an effort to help your event run smoothly you must make sure the following departments are aware of and/or can staff your event. Please obtain signatures from each department listed advising us that they are aware:
West Branch City Police - services NOT needed arrangements have been made
Chief of Police
Ogemaw County Posse - services NOT needed arrangements have been made
Chief of Police
West Branch City DPW – services NOT needed arrangement have been made DPW Superintendent
Page   1

7/9/2020



Please join us for this FREE Christmas event!

#### SATURDAY, DECEMBER 11TH

LOCATION ARRIVAL DEPARTURE
Grayling 9:00AM 10:30 AM
Roscommon NOON 1:30 PM
West Branch 3:30 PM 5:00 PM
Standish 6:15 PM 7:45 PM

Train will stop at each of the Historic Downtown Depots!

Donations will be accepted for Toys for Tots.

MERRY CHRISTMAS



# City of West Branch 121 N 4<sup>th</sup> St, West Branch, Michigan 48661 (989)345-0500 • Fax (989)345-4390 • www.westbranch.com

#### Special Event Permit

Event Name: Christmas Light Parade
Event Date: December 11th Start Time: 7 End Time: 8
Name of Sponsoring Organization: West Branch Area Chamber of Commerce
400 \4/ 11 14
Address: 422 VV. Houghton Ave  Contact Person: Heather Neuhaus Phone Number: 989-345-2821
Describe the purpose of this event: Parade down Houghton
Point of Assembly and/or proposed route (attach separate diagram if needed):
Same as past. Start at Valley & Griffin down Houghton Ave to Eighth St.
If requesting a road closure Road closure Start time: 6:30 End time: 8:60 30
Road closure location
In an effort to help your event run smoothly you must make sure the following departments are aware of and/or can staff your event. Please obtain signatures from each department listed advising us that they are awar
West Branch City Police - services NOT needed arrangements have been made
Chief of Police
Ogemaw County Posse - services NOT needed arrangements have been made
Chief of Police
West Branch City DPW – services NOT needed arrangement have been made
DPW Superintendent Page   1
//W//11/11

7/9/2020



2021 Christmas Light Parade Saturday, December 11 at 7 p.m. down Houghton Ave.

West Branch Area Chamber of Commerce invites you to participate in this Great opportunity......
"Christmas Memories" themed parade.

\*\*Christmas Light Parade judging will be "People's Choice" and voted through Chamber Facebook. Please submit your photo to <a href="mailto:president@wbacc.com">president@wbacc.com</a> by December 14<sup>th</sup>. Voting will begin on December 15<sup>th</sup> and run until December 23<sup>rd</sup> at noon.\*\*

Line-up begins at 6 p.m. and is on a first come basis.

(All Semi Trucks will be at the back of the line.)

The Parade starts promptly at 7 p.m.

No entrant will be accepted without prior registration

Start: By Smiley Face Water Tower Griffin St. & Valley St.

Finish: Houghton Ave. & Eighth St.

West Branch Automotive
Rose City Automotive







































# Approval of Council Minutes & Summary

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIRTUALLY IN THE COUNCIL CHAMBERS OF THE WEST BRANCH CITY HALL, 121 N. FOURTH STREET ON MONDAY, NOVEMBER 15, 2021.

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

Present: Mayor Paul Frechette, Council Members Carol Adair, Mike Jackson (via Zoom), Ellen Pugh, Rusty Showalter, and Cathy Zimmerman.

Absent: Council member Joanne Bennett

Other officers present: City Manager John Dantzer, City Clerk Amanda Stang, DPW Superintendent Mike Killackey, County Commissioner Mark Surbrook and City Police Officer Lane Matthews.

All stood for the Pledge of Allegiance.

County Commissioner Mark Surbrook updated Council on the night patrol stating that it should start up on November 28<sup>th</sup>.

MOTION BY SHOWALTER, SECOND BY ZIMMERMAN, TO EXCUSE COUNCIL MEMBER BENNETT FROM THE NOVEMBER 15, 2021 MEETING.

Yes - Adair, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None Absent – Bennett Motion carried

MOTION BY SHOWALTER, SECOND BY ZIMMERMAN, TO APPROVE THE HEALTH INSURANCE BIDS FROM MESSA AND THE LIFE AND DISABILITY BIDS FROM DIEBOLD INSURANCE.

Yes - Adair, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None Absent – Bennett Motion carried

MOTION BY ZIMMERMAN, SECOND BY PUGH, TO APPROVE BILLS IN THE AMOUNT OF \$467, 898.50.

Yes – Adair, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None Absent – Bennett Motion carried

#### MOTION BY JACKSON, SECOND BY SHOWALTER, TO EXCUSE MAYOR FRECHETTE FROM THE MEETING HELD NOVEMBER 1, 2021.

Yes - Adair, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None Absent – Bennett Motion carried

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

#### MOTION BY SHOWALTER, SECOND BY ADAIR, TO APPROVE THE INTRODUCTION OF ORDINANCE 21-04, TITLE 13.

**ORDINANCE 21-04** 

The City of West Branch ordains:

#### Title 13

#### **OFFENSES**

#### Chapter 1. In General

Sec. 13-1.	Disorderly conduct.
Sec. 13-2.	Impeding normal flow of vehicular or pedestrian traffic by loitering.
Sec. 13-3. Sec. 13-4.	Curfew for minors. Parental neglect of minors.
Sec. 13-5. Sec. 13-6. Sec. 13-7. Sec. 13-8. Sec. 13-9. Sec. 13-10.	Petty larceny.  Larceny by conversion.  Larceny by false personation.  Larceny; rented property.  Retail fraud.  Drawing on insufficient funds.  Buying, receiving, possessing, or concealing, stolen, embezzled, or converted money, goods, or property.

#### Chapter 2. Weapons Offenses

Sec. 13-3	<ol> <li>Definitio</li> </ol>	n.
Sec. 13-3	2. Carrying.	, using and discharging of weapons.
Sec. 13-3	<ol> <li>Exceptio</li> </ol>	ns.
Sec. 13-3	4. Issuance	of permits; conditions.
Sec. 13-3	5. Penalty.	

Yes - Adair, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None Absent – Bennett Motion carried

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

#### MOTION BY PUGH, SECOND SHOWALTER, TO APPROVE RESOLUTION 21-25, MDARD GRANT.

#### RESOLUTION NO. 21-25

WHEREAS, Governor Whitmer has made it a priority to focus on water infrastructure to protect the public health, environment, and economy in the State of Michigan, and

WHEREAS, the City of West Branch currently has two water wells that supply water to the residents and businesses of the City, and

WHEREAS, the City currently does not have a treatment plant needed to treat the City's water supply and provide safe and reliable water, and

WHEREAS, the City recognizes the need for a treatment plant in order to supply the residents and business of the City with safe, reliable, and affordable water, and

WHEREAS, the City also recognizes the need for an additional well in order to have an increased capacity needed to support business, industrial, tourism, and agribusiness growth, and

NOW THEREFORE IT BE RESOLVIED, the West Branch City Council hereby recognizes the vital need of a water treatment plant and new well and supports the submission of a grant application to the Michigan Department of Agriculture and Rural Development for grant funds to assist with the construction of a water treatment plant in order to have increased water capacity and the ability to supply the region with safe, affordable, and reliable water.

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

No – None

Absent – Bennett

Motion carried

MOTION BY SHOWALTER, SECOND BY ADAIR, TO APPROVE RESOLUTION 21-26 FOURTH ST. BUDGET AMENDMENT.

#### **RESOLUTION #21-26**

WHEREAS, City budgeted for the replacement of water line and road reconstruction on S. Fourth St. from Wright St through Morrison St; and

WHEREAS, the expenses in Fund 203, Local Street Fund and Fund 592, Water Replacement Fund, were increased to account for the larger bid for the work on S. Fourth than budgeted for, and

#### WHEREAS, the final invoice came in lower than the bid, and

#### NOW, THEREFORE, BE IT RESOLVED, that the West Branch City

#### Council hereby adopts the following budget amendment:

GL NUMBER	DESCRIPTION	2021-22 CURRENT BUDGET	2021-22 AMENDED BUDGET
Fund 203 - LOCAL STREE	T FUND		
Revenues			
Dept 000.000			
203-000.000-570.400	ACT 51 - STATE OF MICHIGAN	77,000.00	77,000.00
203-000.000-634.400	GRANT	0.00	0.00
203-000.000-664.400	INTEREST INCOME	400.00	400.00
203-000.000-680.400	TRANSFER FROM MAJOR STREET	58,250.00	58,250.00
203-000.000-695.400	MISCELLANEOUS	0.00	0.00
Total Dept 000.000		135,650.00	135,650.00
TOTAL REVENUES		135,650.00	135,650.00
Expenditures			
D . 454 000 001155			
Dept 451.000 - CONSTR			
203-451.000-703.700	SALARIES AND WAGES	500.00	500.00
203-451.000-710.700	OVERTIME	0.00	0.00
203-451.000-714.700	MANDATORY MEDICARE	7.00	7.00
203-451.000-715.700	SOCIAL SECURITY (EMPLOYER)	31.00	31.00
203-451.000-718.700	MERS RETIREMENT (EMPLOYER)	2.00	2.00
203-451.000-720.700	WORKERS COMPENSATION PREMIUM	5.00	5.00
203-451.000-724.700	UNEMPLOYMENT INS. BENEFIT	0.00	0.00
203-451.000-801.700	CONTRACTUAL SERVICES	76,260.00	65,000.00
203-451.000-941.700	EQUIPMENT RENTAL	250.00	250.00
203-451.000-956.700	EXPENSES	0.00	0.00

Total Dept 451.000 - CONSTRUCTION		77,055.00	65,795.000
TOTAL EXPENDITURES		135,630.00	124,370.00
Fund 203 - LOCAL STREE	ET FUND:		
TOTAL REVENUES		135,650.00	135,630.00
TOTAL EXPENDITURES		135,630.00	124,370.00
NET OF REVENUES & EX	PENDITURES	20.00	11,280.00
Fund 592 - WATER REPL	ACEMENT FUND		
Revenues			
Dept 000.000			
592-000.000-664.400	INTEREST INCOME	0.00	0.00
592-000.000-675.400	TRANSFER FROM WATER FUND	200,000.00	200,000.00
	TRANSFER FROM ARPA FUNDS	200.000.00	52,345.00
Total Dept 000.000		200,000.00	252,345.00
TOTAL REVENUES		200,000.00	252,345.00
Expenditures Dept 000.000			
592-000.000-801.700	CONTRACTUAL SERVICES	226,345.00	221,000.00
592-000.000-994.700	BOND	20,260.00	20,260.00
592-000.000-995.700	INTEREST DUE ON BONDS	5,740.00	5,740.00
Total Dept 000.000		252,345.00	247,000.00
TOTAL EXPENDITURES		252,345.00	247,000.00
Fund 592 - WATER REPL	ACEMENT FUND:		
TOTAL REVENUES		252,345.00	252,345.00
TOTAL EXPENDITURES		252,345.00	247,000.00
NET OF REVENUES & EX	PENDITURES	0.00	5,345.00

Yes – Adair, Frechette, Jackson, Pugh, Showalter, Zimmerman

No - None Absent - Bennett **Motion carried**  MOTION BY FRECHETTE, SECOND BY ZIMMERMAN, TO APPROVE PROCLAMATION 21-03, KIWANIS BENCHES.

#### PROCLAMATION #21-03

WHEREAS, Kiwanis International is one of the largest service organizations in the world with more than 551,000 members of all ages and abilities in more than 80 nations; and

WHEREAS, the members of Kiwanis Club of West Branch are devoted to improving the world, one child and one community at a time by seeking primacy to the human and spiritual rather than the material values of life; and

WHEREAS, in addition to improving the lives of children in the City of West Branch and in communities around the world, Kiwanis club members promote the development of community leaders, positive role models, intercultural understanding and cooperation, and opportunities for fellowship, personal growth, professional development and community service; and

WHEREAS, the first Kiwanis club started its service in Detroit, Michigan in 1915; and the Kiwanis Club of West Branch was formed in 1935; and

WHEREAS, the Kiwanis Club of West Branch graciously volunteered to redo the City benches throughout the town for the betterment of our community; and

WHEREAS, the service provided by the Kiwanis Club of West Branch will continue to have a positive impact on our community and citizens; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Mayor and the West Branch City Council does hereby offer our sincere thanks and appreciation for this project as well as the gracious service provided to the City over their many years of service to our community.

Yes - Adair, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None Absent – Bennett Motion carried

Resolution 21-27, LSRC was added as an addition to the agenda, under New Business, Item G.

MOTION BY ADAIR, SECOND BY PUGH, TO APPROVE RESOLUTION 21-27, LSRC, ADDITION TO THE AGENDA.

#### RESOLUTION NO. 21-27

WHEREAS, Lake State Railway Company (LSRC) operates the rail line that runs through the City of West Branch, and

WHEREAS, the Lake State Railway is submitting applications for the Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant, and

WHEREAS, previous CRISI grants awards have been instrumental in LSRC's quest to bring the northern part of the rail system into the modern era of rail transportation, and

WHEREAS, LSRC's new application will help further improve and help support their growing customer base on rail lines serving the northern part of the lower peninsula in Michigan, and

NOW THEREFORE IT BE RESOLVIED, the West Branch City Council hereby offers their full support of the Lake State Railway Company's Consolidated Rail Infrastructure and Safety Improvement grant in order to provide benefits that will provide dramatic improvements in the condition and safety standpoint of the track and signal system.

MOTION BY SHOWALTER SECOND BY JACKSON, TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; APPROVE THE PLANNING COMMISSION MINUTES FROM THE MEETING HELD OCTOBER 12, 2021; APPROVE THE MINUTES FROM THE OGEMAW COUNTY TRANSPORTATION TASK FORCE MEETING HELD NOVEMBER 1, 2021; AND THE OCTOBER MONTH END POLICE REPORT.

Yes - Adair, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None Absent – Bennett Motion carried

	Communications from the Ogemaw County Herald and The Ogemaw Voice were shared.					
	* * * * * * * * * * * * * * * * *					
	Council Member Showalter noted that he has been working with members of legislature on part of the infrastructure bill that pertains to the weight increase of semi-trucks. He was happy to announce the weight increase had been denied.					
	DPW Superintendent Killackey informed Council that DPW has begun salting for the season and has been busy putting things away and setting up for the ice rink.					
	* * * * * * * * * * * * * * * * * * *					
	Mayor Frechette adjourned the meeting at 6:35 PM.					
Paul Fre	echette, Mayor Amanda Stang, City Clerk					

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIRTUALLY ON MONDAY, NOVEMBER 15, 2021.

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

Present: Mayor Frechette, Council Members Adair, Jackson (via Zoom), Pugh, Showalter, and Zimmerman.

Absent: Council Member Bennett

Other officers present: City Manager Dantzer, City Clerk Stang, DPW Superintendent Killackey, County Commissioner Surbrook, and City Police Officer Matthews.

Everyone stood for the pledge of allegiance.

County Commissioner Surbrook gave County updates.

Council approved excusing Member Bennett from the November 15, 2021 Council Meeting.

Council approved the bid for Health Insurance through Messa and the Disability and Life insurance through Diebold Insurance.

Council approved bills in the amount of \$467, 898.50.

Council approved to excuse Mayor Frechette from the meeting held November 1, 2021.

Council approved the introduction of Ordinance 21-04, Title 13.

Council approved Resolution 21-25, MDARD Grant.

Council approved Resolution 21-26, Budget Amendment.

Council approved Proclamation 21-03, Kiwanis.

Resolution 21-27 was added to the Agenda under New Business, Item G.

Council approved Resolution 21-27, LSRC

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

Council approved the treasurer's report and investment summary; Planning Commission minutes from the meeting held October 12, 2021; Ogemaw County Transportation Task Force Minutes from the meeting held November 1, 2021; and the October month end police report.

Communications were shared.

Council Member Showalter and DPW Superintendent Killackey each gave reports.

Mayor Frechette adjourned the meeting at 6:35 pm.

# Consent Agenda

l2/03/2021 09:49 AM Jser: MICHELLE

#### CASH SUMMARY BY BANK FOR WEST BRANCH FROM 12/01/2021 TO 12/31/2021

Page:

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D. Manth	ananch City	721 10 12/31/2021			
		Beginning			Ending
3ank Cod		Balance	Total	Total	Balance
Fund	Description	12/01/2021	Debits	Credits	12/31/2021
GEN1 GE	N1 - GENERAL CHECKING				-
101	THE GENERAL CHECKING	1,288,394.19	1 407 00	20.140.77	
150	CEMETERY PERPETUAL CARE		1,497.00	29,468.55	1,260,422.64
209	CEMETERY FUND	36,326.35 277.91	0.00	0.00	36,326.35
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU		0.00	452.97	(175.06)
248	DDA OPERATING FUND	999.95	0.00	0.00	999.95
251	INDUSTRIAL PARK FUND	232,300.94	0.00	0.00	232,300.94
276	HOUSING RESOURCE FUND	8,658.67	0.00	13.79	8,644.88
318	SEWER DEBT FUND	176,096.62	0.00	0.00	176,096.62
319	WATER DEBT FUND	79,792.11	1,623.66	0.00	81,415.77
590	SEWER FUND	84,645.85	325.46	0.00	84,971.31
591	WATER FUND	307,964.63	2,103.63	9,076.91	300,991.35
592	WATER FORD WATER REPLACEMENT FUND	713,778.71	2,065.15	1,530.24	714,313.62
593	SEWER COLLECTION	383,513.85	0.00	0.00	383,513.85
561	EQUIPMENT FUND	207,326.33	403.26	410.16	207,319.43
704	PAYROLL CLEARING	(2,227.49)	3,671.86	473.12	971.25
705	IRONS PARK ENTERTAINMENT FUND	(15,964.19)	40,814.09	0.00	24,849.90
707	YOUTH SAFETY PROGRAM	6,460.81	0.00	0.00	6,460.81
707	TOOTH SAFETT PROGRAM	15.00	0.00	0.00	15.00
	GEN1 - GENERAL CHECKING	3,508,360.24	52,504.11	41,425.74	3,519,438.61
M/I CT M	AIOD / LOCAL CENTERE			,	0,017,130.01
	AJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	584,479.97	0.00	6,446.17	578,033.80
203	LOCAL STREET FUND	286,873.52	4,505.54	1,496.78	289,882.28
	MAJOR/ LOCAL STREETS	871,353.49	4,505.54	7,942.95	867,916.08
PAY PAYR	ROLL				
704	PAYROLL CLEARING	64,166.78	0.00	41,516.64	22,650.14
	PAYROLL	(41(670		2000 1 × 3 102200000000000	
		64,166.78	0.00	41,516.64	22,650.14
CHEM SAV	VINGS				
101		459,690.00	0.00	0.00	459,690.00
150	CEMETERY PERPETUAL CARE	1,682.15	0.00	0.00	1,682.15
251	INDUSTRIAL PARK FUND	244.84	0.00	0.00	244.84
571	COLLECTION REPLACEMENT FUND	0.65	0.00	0.00	0.65
591	WATER FUND	26,416.61	0.00	0.00	26,416.61
592	WATER REPLACEMENT FUND	19,791.26	0.00	0.00	19,791.26
593	SEWER COLLECTION	3,183.38	0.00	0.00	3,183.38
561	EQUIPMENT FUND	103,536.78	0.00	0.00	103,536.78
	SAVINGS	614,545.67	0.00	0.00	614,545.67
ΓΑΧ ΤΑΧΕ				3.17.7	52 1,0 10.07
701	TAX AGENCY	21,599.95	1,576.96	10,402.06	12 774 05
					12,774.85
	TAXES	21,599.95	1,576.96	10,402.06	12,774.85
	TOTAL - ALL FUNDS	5,080,026.13	58,586.61	101,287.39	5,037,325.35

12/03/2021 09:49 AM User: MICHELLE

#### CASH SUMMARY BY ACCOUNT FOR WEST BRANCH FROM 12/01/2021 TO 12/31/2021 FUND: ALL FUNDS INVESTMENT ACCOUNTS

Page:

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Fund Account	Description	Beginning Balance 12/01/2021	Total Debits	Total Credits	Ending Balance 12/31/2021
Fund 101 004.300	CERTIFICATE OF PROOFS				
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 C	EMETERY PERPETUAL CARE				
004.300	CERTIFICATE OF DEPOSIT C	112,499.74	0.00	0.00	117 400 74
004.400	CERTIFICATE OF DEPOSIT D	115,271.06	0.00		112,499.74
		113,271.00	0.00	0.00	115,271.06
	CEMETERY PERPETUAL CARE	227,770.80	0.00	0.00	227,770.80
Fund 251 IN	DUSTRIAL 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	100,000.00
		23,000.00	0.00	0.00	25,000.00
	INDUSTRIAL PARK FUND	125,000.00	0.00	0.00	125,000.00
Fund 661 E	QUIPMENT FUND				
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	
004.400	CERTIFICATE OF DEPOSIT B	100.000.00	0.00	0.00	150,000.00
	SEATTLE OF BELLOSIT B	100,000.00	0.00	0.00	100,000.00
	EQUIPMENT FUND	250,000.00	0.00	0.00	250,000.00
				0.00	230,000.00
	TOTAL - ALL FUNDS	852,770.80	0.00	0.00	852,770.80

#### Ogemaw Fire Department Minutes of July 20,2020 meeting

Members Present:

Paul Frechette Jim Morris David Ross Denis Stephens Mike Babcock

Others Present: Brent Banning, Todd Thompson and Cindy Scott

Meeting called to order at 4:05

Motion by Babcock supported by Ross to approve minutes from January 21, 2020 meeting Roll call vote: All Ayes

Motion by Frechette supported by Ross to approve bills from February 2020 thru July 2020. Roll call vote: All Ayes

Cindy Scott from Stephenson and Company discussed the 2019 audit

Next meeting is scheduled for October 20, 2020

Meeting adjourned at 4:55

#### OGEMAW FIRE DEPARTMENT October 20, 2020

Present:

Jim Morris-West Branch Township David Ross-Edwards Township Denis Stephens-Ogemaw Township Gerald Lehman-Horton Township

Others Present-Brent Banning, Todd Thompson

Meeting called to order at 5:00 PM

Motion by Morris supported by Ross to approve minutes of July 20, 2020 Meeting. Ayes: All

Motion by Morris supported by Lehman to approve bills for August thru October 2020 Ayes: All

Motion by Stephens supported by Morris to approve training wage increase From \$10.00 per hour to \$15.00 per hour. Ayes: All

Motion by Morris supported by Ross to leave annual contributions the same as They were in 2020. Ayes: All

Meeting adjourned at 5:50. Next meeting December 15, 2020 at 5 P.M.

#### OGEMAW FIRE DEPARTMENT Board meeting December 15, 2020

#### Members Present:

Ron Taylor-Edwards Township Jim Morris-West Branch Township Mike Babcock-Churchill Township Denis Stephens-Ogemaw Township Paul Frechette-City of West Branch

Also Present: Brent Banning, Todd Thompson

Motion by Morris supported by Frechette to approve the minutes of October 20, 2020 Meeting. Ayes: All

Motion by Morris supported Taylor to accept the treasurers report. Ayes: All

Motion by Morris supported by Taylor to approve budget adjustments for 2020 budget year for any line item exceeding budgeted amount. Ayes: All

Motion by Taylor supported by Morris to approve 2021 budget with revenues of \$221,802 and expenditures of \$174,620. Ayes: All

Next meeting January 19, 2020

Meeting adjourned at 5:25

#### OGEMAW FIRE DEPARTMENT

#### Board Meeting January 19, 2021

Members Present:
Jim Morris-West Branch Township
Gerald Lehman-Horton Township
Paul Frechette-City of West Branch
Denis Stephens-Ogemaw Township
Mike Babcock-Churchill Township
Ron Taylor-Edwards Township

Others Present: Brent Banning, Todd Thompson

Meeting called to order at 5:00

Motion by Lehman supported by Taylor to appoint Stephens as chairman and Jim Morris As vice-chairman. Ayes: All

Chairman Stephens appointed Todd Thompson as secretary-treasurer

Motion by Babcock supported by Morris to re-appoint Brent Banning as fire chief Ayes: All

Motion by Taylor supported by Babcock to approve minutes of the December 20, 2020 Meeting. Ayes: All

Motion by Babcock supported by Taylor to approve treasurers report. Ayes: All

Next meeting scheduled for April 20, 2020

Meeting adjourned at 5:18

The West Branch Community Airport Board met on this date in the Conference Room, West Branch Community Airport Terminal, West Branch, Michigan, as well as remotely via Zoom. The meeting was called to order at 12:18 p.m. by Chairman Terry Hodges.

Present: Craig Scott, Mike Jackson, Terry Hodges, Breck Gildner and John Dantzer. Absent: Brad Neubecker and Paul Frechette. Also, in attendance were W.B. Airport Manager Ben Evergreen, Ogemaw County I.T. Director Tom Spencer (via phone call) and Horton Township Supervisor Karen Michael

Motion by Scott, second by Jackson, the meeting minutes of the September 15,2021 meeting be approved. Voice vote. Ayes – all. Motion carried. [10-1-#1]

Motion by Scott, second by Hodges, claims in the amount of \$11,759.46 be approved for payment. Voice vote. Ayes – all. Motion carried. [10-1-#2]

Ben gave the financial report, with a combined account balance is \$208,437.57. He informed the Board of the year end transfer of money from the General Expense Fund, to various other funds. This included \$7,500.00 to the Grant matching Fund, \$10,000.00 to the Equipment Replacement Fund, and 15,671.37 to the Hangar Construction Fund.

Motion by Jackson, second by Hodges, to accept the Financial Report. Voice vote. Ayes - all. Motion carried. [10-1-#3]

Ben informed the Board that the farm lease with Gallagher Dairy Farm has been signed and filed. There is an expectation that they will be clearing more land in November.

Discussion was held about the possible purchase of a new brush hog, or whether it was possible to repair the old one.

Motion by Jackson, second by Dantzer, authorizing Airport Manager Evergreen to repurchase the old brush hog from the insurance company, and begin the process of having it repaired. Voice vote. Ayes – all. Motion carried. [10-1-#4]

Discussion continued regarding the purchase of a new plow truck. Ben presented updated bids from both MiDeal and Hodges for purchases, as well as a bid from West Branch Tank & Trailer for the plow.

Motion by Scott, second by Jackson, to approve the purchase of the plow truck from MiDeal, for the amount of \$34,139. Voice vote. Ayes - all. Motion carried. [10-1-#5]

Motion by Scott, second by Jackson, to approve the purchase of the plow from West Branch Tank & Trailer, for the amount of \$7,164. Voice vote. Ayes – all. Motion carried. [10-1-#6]

Ben informed the board that it was time to renew the Airport License, and that the charge was \$50.00

Motion by Scott, second by Jackson to authorize Manager Evergreen to renew the Airport License. Voice vote. Ayes – All. Motion Carried. [10-1-#7]

A medical helicopter service is currently in negations with Tim Searfoss, regarding the lease, and possible purchase of his property at the airport.

Member Scott inquired as to the feasibility of marketing the airport to a wider commercial base. Discussion was held regarding various methods that could be done. Tom Spencer, Ogemaw County I.T. Director was called, and gave his opinion on what would be required to establish a website for the Airport. It was decided that Manager Evergreen will be conducting research into having a website built for the Airport.

No further business remaining, Chairman Hodges adjourned the meeting at 12:58 p.m.

Minutes by Michael Jackson, Board Secretary

# Communications

# The Center for Local, State, and Urban Policy



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

# Michigan local officials' assessments of American democracy at the state and federal levels decline sharply

By Natalie Fitzpatrick, Debra Horner, and Thomas Ivacko

This report presents local government leaders' views regarding the functioning of democracy in their jurisdictions, the State of Michigan, and the United States as a whole, as well as their confidence in elections in their own jurisdiction, across Michigan, and in other states. These findings are based on statewide surveys of local government leaders in the Spring 2021 wave of the Michigan Public Policy Survey (MPPS), conducted between April 5 and June 7, 2021, and includes comparisons to Spring 2020 wave responses.

The Michigan Public Policy Survey (MPPS) is an ongoing census survey of all 1,856 general purpose local governments in Michigan conducted since 2009 by the Center for Local, State, and Urban Policy (CLOSUP). Respondents for the Spring 2021 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 1,364 jurisdictions across the state.



#### **Key Findings**

- Michigan local leaders' ratings of the functioning of American democracy at the state and federal levels have dropped significantly since last year.
  - » On a ten-point scale—where one means a total breakdown of democracy and ten means a perfectly functioning democracy— 43% of the state's local leaders rate democracy in the state of Michigan at four or lower today. This is more than double the 18% who felt this way a year ago. It also includes 11% today who see a "total breakdown of democracy" in Michigan, up from 3% last year.
  - » Meanwhile, 66% of Michigan local leaders rate democracy across the U.S. today at four or lower on the ten-point scale, up significantly from the 43% who gave such low ratings last year. And today, nearly a quarter statewide (23%) feel there is a total breakdown of democracy at the federal level, up sharply from 7% last year.
- By contrast, Michigan local leaders continue to give high ratings to the functioning of local democracy in their own jurisdictions, with 84% rating it at seven or higher, unchanged from assessments in 2020.
- Mirroring these assessments of the functioning of democracy overall, local officials express high levels of confidence in their own jurisdictions' elections, but have significantly lower confidence in elections elsewhere in Michigan and in other states.
  - » At the local level, 88% of officials say they have either complete or high confidence in elections in their own jurisdictions. However, this drops to 48% who have complete or high confidence in elections in Michigan, and just 26% for elections in other states across the country.
  - » Confidence in their own local elections is high among leaders from all political parties. However, local officials who selfidentify as Republicans are significantly less confident in elections in Michigan statewide as well as in other states, compared to local leaders who identify as Independents or Democrats.



November 29, 2021

TI PI 153\*\*\*\*\*AUTO\*\*ALL FOR AADC 480 City of West Branch 121 N. Fourth Street West Branch, MI 48661-1217

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Re: Charter Communications - Upcoming Changes

Dear Franchise Official:

Spectrum Mid-America, LLC ("Spectrum"), locally known as Spectrum, has been informed of the following changes to the West Branch, MI channel lineup serving your community effective on or around December 31, 2021:

- DIY Network on Spectrum Basic will rebrand from DIY Network to the Magnolia Channel.
- Bulldog Shopping Network on Spectrum Basic will rebrand from Bulldog Shopping Network to Victory Channel.
- NBC Sports Network on Spectrum Basic will cease operation.

To view a current Spectrum channel lineup visit www.spectrum.com/channels.

If you should 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

Karen Coronado

#### RIFLE RIVER OUTLET DRAIN DRAINAGE BOARD

#### NOTICE OF DRAINAGE BOARD MEETING TO ADD COUNTY TO A DRAINAGE DISTRICT

DATE:

December 9, 2021

TIME:

6:00 P.M.

LOCATION:

**Ogemaw County Fairgrounds** 

Exhibit Building 2300 Rifle River Trail West Branch, MI 48661

**QUESTIONS:** 

(989) 315-7170

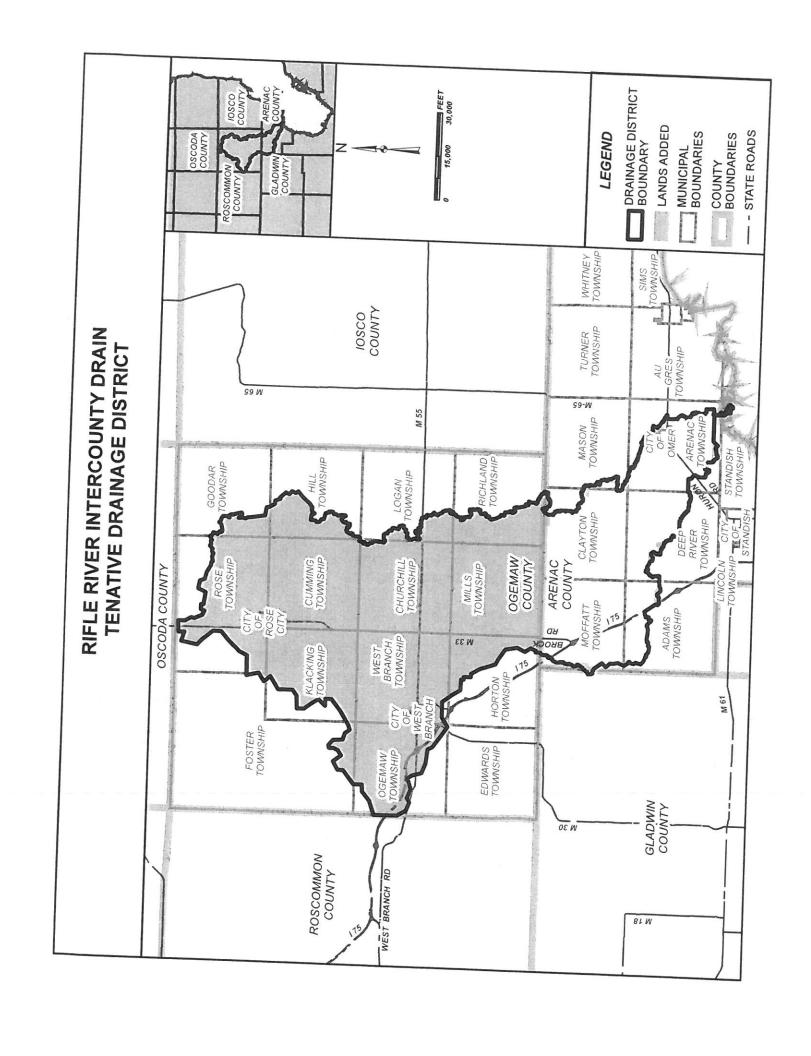
The Rifle River Outlet Drain Drainage Board previously held a Drainage Board Meeting to Add a County to a Drainage District on August 30, 2021. The Drainage Board did not reach a decision as to the addition of lands in Ogemaw County to the Rifle River Outlet Drain Drainage District at that time, and instead adjourned the meeting to ensure that all interested persons receive proper notice. A second Drainage Board Meeting to Add a County to a Drainage District will be held on the above date, time, and location. This meeting is an opportunity to review the addition of lands in Ogemaw County to the existing Rifle River Outlet Drain Drainage District. The Drainage District currently consists of lands located solely in Arenac County. It has been determined that lands in Ogemaw County contribute water to the existing Rifle River Outlet Drain.

At the meeting, the Drainage Board, which for purposes of this meeting shall include the Arenac County Drain Commissioner, the Ogemaw County Special Commissioner, and a deputy for the Director of the Department of Agriculture and Rural Development, shall consider any evidence offered and determine whether the addition of Ogemaw County to the Rifle River Outlet Drain Drainage District is just and equitable.

Proceedings conducted at this meeting will be subject to the provisions of the Michigan Open Meetings Act. All persons owning lands in the Drainage District or proposed revised Drainage District liable to assessment for benefits and any municipality affected may appear for or against the addition of the County. Any testimony that was previously given or written comment previously provided at the August 30, 2021 meeting will be made part of the December 9, 2021 Rifle River Outlet Drain Drainage Board Meeting.

Additional information can be found on the Arenac County Drain Commissioner's website at: https://www.arenaccountymi.gov/Drain/ and Ogemaw County's website at: https://www.ocmi.us/. Questions may be asked prior to the meeting by calling (989) 315-7170. All written public comments received prior to the day of the meeting will be made part of the public record for the Rifle River Outlet Drain Drainage Board Meeting.

Persons with disabilities needing accommodations for effective participation in the meeting should contact the Drain Commissioner's Office at the number noted above (voice) or through the Michigan Relay Center at 7-1-1 (TDD) at least 24 hours in advance of the meeting to request mobility, visual, hearing, or other assistance.



#### Rifle River Outlet Drain



## FREQUENTLY ASKED QUESTIONS about a Drainage Board Meeting to Add a County to a Drainage District

#### What is a Drainage District?

A drainage district is the land area that benefits from the drain. The drainage district makes up the watershed that contributes water to the drain. Each property and municipality within the drainage district pays for maintenance and improvement of the drain.

#### What does it mean to add a county to a Drainage District?

The Michigan Legislature passed a law in 2017 to allow lands to be added to a drainage district that would result in the addition of lands from another county to a drainage district. This means that it has been determined that lands from a county that is not currently included in the drainage district contribute water to the drain.

The purpose of the Drainage Board Meeting to Add a County to a Drainage District is to add lands from a county to the drainage district to ensure the drainage district boundaries accurately reflect the current watershed of the drain. In this case, it has been determined that lands in Ogemaw County contribute water to the existing Rifle River Outlet Drain.

#### What happens after a county is added?

After the Drainage Board Meeting is held and a decision has been made to add a county to the drainage district, the drain commissioner from that county is then added as a member of the Drainage Board. In terms of costs, the Drainage Board determines what percent each county should be responsible for in the drainage district. Each Drain Commissioner must then hold a Day of Review of Drainage District Boundaries in their respective counties where the specific revisions to the drainage district boundaries in each county can be reviewed with Drain Office staff to determine the specific lands within the county, as well as the specific percentage of cost each entity/property in the drainage district is responsible for.

If a county is added, you will receive a separate notice for the Day of Review of Drainage District Boundaries once these hearings are scheduled.

#### What happened at the August 2021 Drainage Board Meeting?

You may have previously received notice for a Drainage Board Meeting that took place in August 2021. At that meeting, the Drainage Board took testimony and accepted written comment from property owners within the current or proposed revised Drainage District. The Drainage Board did not reach a decision as to the addition of Ogemaw County to the Rifle River Outlet Drain Drainage District at that time. The Drainage Board adjourned the meeting to ensure all property owners receive proper notice. Any testimony previously given or written comment previously provided at the August 2021 meeting will be made part of the record for the next Rifle River Outlet Drain Drainage Board Meeting to Add a County.

#### Do I have to attend the Drainage Board Meeting?

You are not required to attend the Drainage Board Meeting, however, it is your right to do so. All property owners and municipalities in the current or proposed revised Drainage District can appear for or against the addition.

#### When do I receive my drain assessment?

Drain assessments are included on your winter tax bill and are only levied when costs are incurred for the drain. Assessment amounts vary from year to year. There is no assessment for the Rifle River Outlet Drain this year.

#### What is my assessment amount?

Estimated assessment amounts are available at the Day of Review of Apportionments. You will receive a separate notice for the Day of Review of Apportionments at a later date.

#### How can I get more information?

Visit the Arenac County Drain Commissioner's website at: https://www.arenaccountymi.gov/Drain/, Ogemaw County's website at: https://www.ocmi.us/, or call (989) 315-7170.

# Council Open House

Come meet the Mayor and City Council all while enjoying finger foods and refreshments.

December 20th 6:00pm immediately following the City Council meeting

City Hall Council Chambers 121 N Fourth St West Branch, MI

Happy Holidays

# Reports

Mayor

Council

City Manager

# Public Comment -Any Topic

# Adjournment