

-- AGENDA --

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD
VIRTUALLY AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY,
MARCH 15, 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. 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
 - A. Water Tower inspection and sole source vendor request
- IX. Unfinished business
- X. New business
 - A. Bills
 - B. First reading of the codification of ordinances
 - C. Resolution 21-08, sidewalk cafes
 - D. Resolution 21-09, Act 51 transfer

- E. Resolution 21-10, Houghton Ave correction
- F. Municode additional cost approval
- XI. Approval of the minutes and summary from the meeting held March 1, 2021.
- XII. Consent agenda
 - A. Treasurers report and investment summary
 - B. Minutes from the Planning Commission Meetings held on January 12, February 1, & February 9, 2021
 - C. February Police Report
- XIII. Communications
 - A. Charter
 - B. Department of State Police
- XIV. Reports and/or comments
 - A. Mayor
 - 1. Appointment of Jozann Burgin to Zoning Board of Appeals
 - B. Council
 - C. Manager
- XV. Public comment any topic
- XVI. Adjournment

UPCOMING MEETINGS-EVENTS

March 16- WWTPA Meeting- 3:30pm

March 17- Airport Meeting-12:15pm

March 23 & 27- Planning Commission & ZBA Work Session- 6pm

April 2 – City Hall Closed – Good Friday

April 5 – Council Meeting – 6:00pm

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

Call to Order

Roll Call

**Pledge of
Allegiance**

Scheduled Matters from the Floor

Public Hearings

Additions to the Agenda

Public Comment -Agenda Items

Bids

Sole Source Vendor Exception Request

for

tower inspection

from

Dixon Engineering

3/15/2021

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

As such, City Manager, John Dantzer, is requesting that the City Council forego formal bidding and approve the proposal for tower inspection on the “Smiley Water Tower” to Dixon Engineering. Dixon Engineering is the company that has provided the required inspections in the past as well as a knowledge of our type of tower. In addition, Dixon Engineering has been the lowest bidder on the last two projects bid out for the tower including most recently the washing of the water tower. In addition, Dixon Engineering is highly respected throughout the State and is the company most trusted by City staff.

Thank you.

City Manager John Dantzer



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

March 9, 2021

Mr. Mike Killackey, Superintendent
City of West Branch
121 N 4th St.
West Branch, MI 48661

Subject: Inspection Services Proposal for the 500,000 Gallon Spheroid Tank

Dear Mr. Killackey:

Enclosed is a maintenance proposal for a drained inspection of the 500,000 gallon spheroid. With a drained inspection, the fee is estimated because the amount of cleaning required is unknown. A typical estimate for cleaning time is based on our experience with similar sized tanks.

Our Proposal/Contract form consists of the Contract Provisions and Schedules A, B, and C. Schedule A includes a detailed Scope of Services for both the Owner and DIXON. Schedule B includes fees and terms of payment. Schedule C provides billing rates for additional services that may be provided during the inspection. The Proposal/Contract form becomes a Contract when the proposal is accepted and signed by the Owner, and then signed by DIXON.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact me at (517) 202-5602 or thomas.rounds@dixonengineering.net.

FOR DIXON ENGINEERING, INC.,

Thomas Rounds
Project Manager

Enclosure

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**



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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES
*500,000 Gallon Spheroid, #22-65-04-01***

THIS IS AN AGREEMENT effective as of [] ("Effective Date") between **[City of West Branch, Michigan]** ("Owner") and Engineer ("Dixon Engineering, Inc.").

1.01 SIGNATURES:

Thomas Rounds, Project Manager

March 9, 2021

PROPOSED by DIXON (not a contract until approved by Project Manager or Officer)

Proposal Date

CONTRACT Approved by Owner

Position

Date

CO SIGNATURE (If Required)

Date

CONTRACT APPROVED by DIXON PROJECT MANAGER

Date

Address for OWNER'S receipt of Notices

Address for DIXON'S receipt of Notices

1104 Third Avenue

Lake Odessa, MI 48849

1.02 CONTRACT/PROPOSAL:

- A. Signatures acknowledge that this Contract consists of **10** pages.
- B. Owner's Project, of which DIXON's services under this Agreement are a part, is generally identified as follows: **[500,000 Gallon Spheroid Tank]** ("Project").
- C. DIXON's services under this Agreement are generally identified as follows, and further definition of Services by both Owner and DIXON are included as **Maintenance Inspection Services (Dry) per Schedule A**

Owner and DIXON further agree as follows:

2.01 BASIC AGREEMENT:

- A. DIXON shall provide or furnish the Services set forth in this Agreement. Services are delineated for both the Owner and DIXON in Schedule A – Scope of Services. If authorized by Owner, or if required because of changes in the Project, DIXON shall furnish services in addition to those set forth above (“Additional Services”).
- B. DIXON shall complete its Services within a reasonable period of time.
- C. If, through no fault of DIXON, such periods of time or dates are changed, or the orderly and continuous progress of DIXON’s Services is impaired, or DIXON’s Services are delayed or suspended, then the time for completion of DIXON’s Services, and the rates and amounts of DIXON’s compensation, shall be adjusted equitably.

3.01 PAYMENT PROCEDURES:

- A. Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Additional financial terms are found in Schedule B.
- B. Payment: As compensation for DIXON providing or furnishing Services and Additional Services, Owner shall pay DIXON as set forth in Paragraphs 3.01 (Payment Procedures), 3.02 (Basis of Payment), and 3.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

3.02 BASIS OF PAYMENT:

- A. Owner shall pay DIXON for services as follows:
 - 1. Estimated amount of **Four Thousand, Two Hundred dollars (\$4,200.00)**. See Schedule B for estimated cost breakdown of services and reimbursable expenses for the various phases of work.

3.03 ADDITIONAL SERVICES: For Additional Services, Owner shall pay DIXON an amount equal to the cumulative hours charged in providing the Additional Services by each of DIXON’s employees, times standard hourly rates for each applicable billing classification; plus reimbursement of expenses incurred in connection with providing the Additional Services and DIXON’s consultants’ charges, if any. DIXON's standard hourly rates and terms are attached as Schedule C.

4.01 ATTACHMENTS:

- 1. Schedule A – Scope of Work of both the Owner and DIXON.
- 2. Schedule B – Cost breakdown per phase of Work and Additional Terms of Payments.
- 3. Schedule C – DIXON Employee Billable Rates and Terms.

SCHEDULE A
Maintenance Inspection (Dry)
500,000 Gallon Spheroid, #22-65-04-01
West Branch, Michigan

A. Scope of Services Performed by Owner (Drained):

1. Provide scheduling for mutually agreeable inspection date.
2. Provide access to DIXON personnel to all areas scheduled for inspection.
3. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.
4. Drain the water storage tank (hereinafter referred to as tank) prior to the arrival of DIXON. (Arrival time to be mutually agreed upon by the Owner and DIXON.)
5. Provide for the use of the Inspector a source of water. This can either be a hydrant or hose bib supply. A community fire truck can be provided if needed. (Fire truck does not reduce time, unless tank is a large reservoir.)
6. The Owner is not required to provide personnel to climb the tank; however, he is welcome to do so. A hard hat is required on this employee and any employee on the ground. DIXON does carry additional safety harnesses which can be used by the Owner's personnel; however, if the tank contains a fall prevention device, that device should be used. DIXON personnel carry their own personal safety equipment for that purpose. DIXON will assist the Owner's personnel in inspecting the exterior of the tank on the balcony and roof. If there is a bottom manhole into the wet interior of a sphere, hydropillar, or composite, or a ladder from the roof manhole, the Owner's personnel may enter. If DIXON is required to rig the tank using their own rope ladder and/or rigged line for descent through the riser, the Owner's personnel will not be allowed access.
7. Perform bacteriological testing after completion of the inspection. Two (2) consecutive samples are recommended at 24 hour intervals per AWWA C-652-11 Chlorination Method No. 3
8. Operate the system without the tank in-service. This includes operation and monitoring of pressure relief valves, if necessary.

B. Scope of Services Performed by DIXON (Steel – Drained):

1. Clean interior surfaces of the tank with high pressure water. Cleaning is necessary for the inspector to be able to remove sediment. This allows DIXON the ability to see any deterioration of the steel, pitting, etc. High pressure water also enables DIXON to perform a very low cost adhesion test on the remaining coating. DIXON would notice if the coating is wavering, etc., which would indicate very poor adhesion and anticipated failure. The amount of sediment and water removed from a torus tank depends upon the Owner's preference.

2. Inspect the tank's interior coating for remaining intactness and anticipated life. Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
3. Review all interior surfaces for corrosion and/or damage, and quantify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.
4. Inspect the exterior coating and perform ASTM adhesion tests where coating adhesion is questionable. If it is evident that repainting is not necessary for several years, no destructive adhesion tests will be performed.
5. Review all exterior appurtenances for damage due to corrosion.
6. Review the exterior of the exposed foundations.
7. Review all safety requirements for ladders, cages, etc.
8. Review all health requirements of the tank, including screening of the vent, overflow pipe, and other possible contamination sources. Notification of failed areas will be provided to the Owner on site.
9. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, and digital photographs with descriptions.
10. Chlorinate the tank per AWWA Method No. 3 C-652-11. Reinstall manhole cover. This item may be relocated to the Scope of Services Performed by Owner, if thus contracted.
11. Furnish pressure relief valves to the Owner for use on the distribution system at least two (2) days prior to the inspection. The Owner is to return the valves to DIXON within one week of the inspection. The purpose of these valves is to waste water to prevent excess pressures in the line. The Owner is cautioned to inspect these valves prior to their installation as they are provided to many clients with different water supplies and different water constituents. Several times these valves are directly shipped from one client to another; therefore, the valve must be adjusted and checked for sticking by the Owner prior to each use. The Owner should be aware that the valves are a safeguard but they are not failsafe. The Owner should pay special attention to excess pressures in zones where he anticipates problems, such as older pipes. Valves can be sent up to a week or two in advance at the Owner's request.

SCHEDULE B
Maintenance Inspection (Dry)
500,000 Gallon Spheroid, #22-65-04-01
West Branch, Michigan

1. Payment for cleaning the interior of the tank as described in Schedule A, Item 1, Scope of Services Performed by DIXON is **\$275.00** per hour with an estimate of **2** hours (**\$550.00**). Time will not be exceeded without authorization of the Owner. This is estimated because DIXON cannot estimate the amount of sediment or time necessary for removal. The degree of cleanliness (i.e. 95% removal of the sediment, etc.) will be established between DIXON and the Owner prior to cleaning of the tank. DIXON will supply personnel based on the anticipated work and time.
2. Payment for Schedule A, Items 2 through 9, travel time, and preparation of report is a lump sum amount of **\$3,500.00**.
3. Payment for furnishing and applying the chlorine, Schedule A, Item 10 is estimated at **\$100.00**.
4. The rental of the valves, Schedule A, Item 11, is \$25 per valve per week. DIXON will ship the valves UPS to the Owner. The Owner shall return them using the same or similar traceable delivery service at his expense. **1** week(s) and **2** valve(s) (**\$50.00**) has been included in this estimate.
5. All DIXON service invoices which are outstanding more than sixty (60) days from invoice date shall be assessed (DIXON's favor) one percent (1%) per month interest from date thirty days after invoice date.

SCHEDULE C
Michigan
Employee Billable Rates and Terms

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal.....	\$265.00	
Project Manager.....	\$160.00	\$240.00
Engineer.....	\$165.00	\$248.00
CWI Welding RPR.....	\$160.00 – \$175.00	\$240.00 – \$263.00
DIXON Level 3 or NACE certified Level 3 RPR	\$110.00 – \$145.00	\$165.00 – \$217.00
DIXON Level 2 or NACE Level 2 RPR	\$100.00 – \$125.00	\$150.00 – \$188.00
DIXON Level 1 or NACE Level 1 RPR	\$90.00 – \$109.00	\$135.00 – \$164.00
Contract Support Staff.....	\$115.00 – \$140.00	\$173.00 – \$210.00
<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage.....	\$0.75/mile + tolls	\$0.65/mile
Lodging.....	\$148.00 per diem	\$138.00 per diem
Meals.....	\$48.00 per diem	\$41.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2021

(Revised: 8/6/2020)

Owner and DIXON further agree as follows:

5.01 TERMINATION:

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay DIXON for its services is a substantial failure to perform and a basis for termination.
 - b. By DIXON:
 - 1) upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the DIXON's Services are delayed for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 7.01.I.
 - c. DIXON shall have no liability to Owner on account of a termination for cause by DIXON.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon DIXON's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 5.01, DIXON will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services
- C. Effective Date of Termination: The terminating party under Paragraph 5.01.A.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Costs associated with any further work that is needed to prevent adverse impact on the project are to be negotiated and considered Additional Services.

6.01 SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

- A. Owner and DIXON are hereby bound and the successors, executors, administrators, and legal representatives of Owner and DIXON (and to the extent permitted by Paragraph 6.01.B the assigns of Owner and DIXON) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor DIXON may assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or DIXON to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

7.01 GENERAL CONSIDERATIONS:

- A. The standard of care for all professional related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by DIXON. Subject to the foregoing standard of care, DIXON and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor.
- C. DIXON neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work without regard to DIXON's relation to that Work.
- D. DIXON's opinions (if any) of probable construction cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, DIXON cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by DIXON. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. DIXON shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by DIXON or its consultants.
- F. All documents prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by DIXON of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by DIXON, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by DIXON;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by DIXON, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to DIXON or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless DIXON and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by DIXON; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and DIXON may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and DIXON (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that DIXON's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by DIXON, whichever is greater.
1. Limitation of Liability: DIXON and Owner agree that they shall each be responsible for their own negligence and that neither party shall, under any circumstances, be responsible for the negligent acts or omissions of the other party.
 2. Percentage Share of Negligence: To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, and all other negligent entities and individuals.
- I. The parties acknowledge that DIXON's Services do not include any services related to unknown or undisclosed Constituents of Concern. If DIXON or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then DIXON may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
1. Constituents of Concern normally associated with coating projects can be hidden or occur as a result of the Work. These include metals and organic solvents. These material still are considered as Constituents of Concern only they are known or anticipated. But these constituents of concern, including lead, chrome, cadmium, mercury, and coating solvents shall not be a trigger for project termination by either DIXON or Owner.
- J. Owner and DIXON agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If Owner/DIXON negotiations are unsuccessful in resolving the dispute,

then the dispute shall be negotiated by a third party agreeable to both parties and the neutral negotiator's determination shall be legally binding on both parties.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

8.01 TOTAL AGREEMENT:

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 DEFINITIONS:

- A. Constructor – Any person or entity (not including the DIXON, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern – Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Unfinished Business

New Business

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

BILLS	\$53,623.04
<i>BILLS AS OF 3/12/21</i>	<i>\$53,623.04</i>
<i>Additions to Bills as of</i>	<i>\$0</i>
<i>Paid but not approved</i>	<i>\$394.93</i>
TOTAL BILLS	\$54,017.93

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

Vendor Name	Amount	Description
ACE SAGINAW PAVING COMPANY	755.00	COLD PATCH
AUTOZONE, INC	14.69	WWTP SUPPLIES
BADGER METER	686.19	CELLULAR READ FEBRUARY
CHARTER COMMUNICATIONS	809.83	PHONE & INTERNET
CINTAS	559.74	UNIFORMS
CITY OF WEST BRANCH	223.53	WATER BILLS
CONSUMERS ENERGY	24.48	ELECTRIC
CONSUMERS ENERGY	12,327.10	ELECTRIC
DO ALL INC	930.19	RECYCLING
DTE ENERGY	3,039.13	GAS
FIRST ADVANTAGE OCCUP HEALTH SVC GR	259.60	DRUG TEST LINSERMAN
FOLEY & MANSFIELD	2,166.00	ATTORNEY FEES DECEMBER
FOSTER BLUE WATER OIL LLC	2,208.68	FUEL
GALLS LLC	1,606.51	POLICE BODY CAMERAS
GREEN ACE HARDWARE	78.03	VARIOUS SUPPLIES
GREG WANGLER AUTO REPAIR	4,309.57	#29 REPAIR
HOME DEPOT	156.83	VARIOUS SUPPLIES
M SUPPLY CO	141.63	WWTP SUPPLIES
MEDLER ELECTRIC CO	994.00	VARIOUS SUPPLIES
OFFICE CENTRAL	59.98	SUPPLIES
OGEMAW COUNTY EMERGENCY DISPATCH AU	50.00	WARRANTS
OGEMAW COUNTY HERALD ADLINER	500.69	ADS
PITNEY BOWES INC RENTAL ACCT	34.99	POSTAGE METER FEE
REPUBLIC SERVICES 237	13,440.27	GARBAGE SERVICE FEBRUARY
SAVE A LOT	51.94	CARIOUS SUPPLIES
SCHMITT TIRE & GAS	10.00	REPAIR
SELLEY'S CLEANERS	31.50	POLICE DRY CLEANING
SLC METERS LLC	203.60	WATER METER
SPARTAN STORES LLC	32.08	WWTP SUPPLIES
SPICER GROUP	1,800.00	2020 BRIDGE INSPECTIONS
UPS	3.95	SHIPPING
USA BLUE BOOK	280.77	WATER SUPPLIES
VIC BOND SALES INC	2,305.15	VARIOUS SUPPLIES
VILLAGE QUIK LUBE	176.50	POLICE REPAIRS/SERVICE
VISA	2,578.12	VARIOUS CHARGES
WASTE MANAGEMENT INC	216.46	WWTP DUMPSTERS
WEST BRANCH AUTOMOTIVE	235.23	VARIOUS SUPPLIES
WEST BRANCH NAPA AUTO TRUCK	224.43	VARIOUS SUPPLIES
WILLARD'S EQUIPMENT CO	96.65	#80B

Total 53,623.04

ORDINANCE NO. 21-01

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF WEST BRANCH, MICHIGAN; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

THE WEST BRANCH CITY ORDAINS:

Section 1. The Code entitled "Code of Ordinances of the City of West Branch, Michigan," published by Municipal Code Corporation, consisting of Titles 1 through 15, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before January 18, 2021, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine up to the maximum amount permitted or required by state law. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city council may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the city council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after January 18, 2021, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective _____.

Passed and adopted by the _____ this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk
1st Reading:
2nd Reading:
Council Action

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the city council, held on the _____ day of _____, _____.

City Clerk

RESOLUTION #21-08

WHEREAS, the City of West Branch does allow for sidewalk cafes as per section 7.20 of the zoning ordinance, and

WHEREAS, any sidewalk café request from a business located off of Houghton Ave. must file a permit with MDOT, and

WHEREAS, a requirement to approval by MDOT requires a resolution of support from the local City Council, and

WHEREAS, upon approval by MDOT, it is the responsibility of the City to monitor the requirements of the permit, and

NOW, THEREFORE, BE IT RESOLVED, that the West Branch City Council does hereby approve the sidewalk café permit for any City business for the 2021 calendar season

RESOLUTION #21-09

THEREFORE, BE IT RESOLVED, that the West Branch City Council does hereby authorize the transfer of up to 25% of the Act 51 money from Major Street to Local Street.

Resolution 21-10
City of West Branch
Acceptance of Three lane Configuration
1-75 BL (Houghton Ave.)
Fairview St. to M-30

Whereas, the Michigan Department of Transportation (MDOT) is planning some roadway construction on this section of roadway within the City of West Branch in 2023 and,

Whereas, the MDOT TSC is in agreement that this roadway will operate in a safer and more efficient manner for both vehicles and all other modes of transportation as a three-lane roadway as opposed to its current four-lane configuration, and

Whereas, MDOT feels that this is an ideal time in which to make this change with the upcoming construction activities, and

Whereas, the City of West Branch agrees with the analysis of the MDOT and wishes to see the changes made to safely move this section of roadway from a four-lane roadway to a three-lane roadway, and

Whereas, the MDOT and City of West Branch agree to revisit and review data after one year from the time the change is made to evaluate the operations of this roadway and its impact on safety, commerce and operation for the community. A return to the old four lane configuration will be acceptable to both MDOT and the City of West Branch if analysis performed by MDOT indicates that traffic operations and safety have been compromised as defined by MDOT as a result of the change except in the downtown area between second and fourth if the sidewalk is widened from its current size.

Now Therefore Be It Resolved, that the City Council of the City of West Branch supports the intentions of the MDOT to change the traffic lane configuration of the 1-75 BL from Fairview St. to M-30 in the City of West Branch from a four-lane roadway to a three-lane roadway when the construction takes place on this roadway section, and

Further it be resolved, that the West Branch City Council hereby repeals Resolution 21-07

municode

★
P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633

INVOICE

Page 1

Bill To:

West Branch, Michigan
clerktreasurer@westbranch.com *John Dantzer
121 N. Fourth Street
West Branch, MI 48661

Invoice Number	00355047
Invoice Date	2/27/2021
PO Number	
Customer ID	10-4875
Payment Terms	Net 30

Quantity	Description	Unit Price	Extended Price
1	CONTRACT BASE	\$8,800.000	\$8,800.00
96	CODE PAGES OVER BASE	\$18.000	\$1,728.00
71	IMAGES,GRAPHS & TABULAR MATTER	\$0.000	\$0.00
15	BINDERS	\$0.000	\$0.00
15	SETS OF TABS	\$0.000	\$0.00
14	COLOR PAGES	\$10.000	\$140.00
-1	LESS ADVANCE PAYMENTS	\$7,480.000	(\$7,480.00)
15 COPIES OF THE RECODIFICATION TO THE CODE OF ORDINANCES			
			Total Credit
	LESS CREDIT ON ACCOUNT		\$0.00

Would you like to receive future invoices via email? Please send an email to **finance@municode.com** to enroll in emailed invoices! Please include your Customer ID and the email address(es) you would like to be included in future invoices.

EFT Payment Instructions

Bank Name: Hancock Whitney Bank
ABA Routing Number: 0210-5205-3
Account Number: 22937310
Account Name: Municipal Code Corporation

Check Payment Instructions

Payee: Municode
Mailing Address: PO Box 2235
Tallahassee, FL 32316-2235
FEIN: 59-0649026

Subtotal	\$3,188.00
Discount	\$0.00
Freight	\$111.40
Tax	\$0.00
Total	\$3,299.40

§ 33.08 ADDITIONAL PURCHASES AFTER COMPETITIVE BIDDING.

The Purchasing Agent may make additional purchases of supplies, materials, equipment or services from a successful bidder provided that:

- (A) Amounts of additional purchase are at the same cost per quantity as originally bid by the vendor, and
- (B) Amounts of additional purchase do not exceed the cost of the original purchase, and
- (C) The purchase occurs not more than 12 months after the date of the original purchase, and
- (D) The Purchasing Agent is reasonably certain that the same supply, material, equipment or service is not available at a lesser cost from any source.

(Ord. 231, passed 2-6-95)

Approval of Council Minutes & Summary

REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD VIA VIDEO CONFERENCE IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, MARCH 1, 2021.

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

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

Absent: None

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

All stood for the Pledge of Allegiance.

* * * * *

Phil Shaw spoke to Council about the upcoming Bigfoot Convention and stated that he would appreciate any participation from the City or downtown businesses. Manager Dantzer stated that he would speak with the Retail Merchants and see if they would be interested in participating.

* * * * *

County Commissioner Mark Surbrook gave County updates in regard to Covid Vaccines.

* * * * *

MOTION BY ZIMMERMAN, SECOND BY POWLEY, TO APPROVE A USDA GRANT TO PURCHASE A NEW POLICE VEHICLE AND TO APPROVE THE MAYOR TO SIGN ANY REQUIRED DOCUMENTS.

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY JACKSON, SECOND BY PUGH, TO APPROVE THE SOLE SOURCE VENDOR REQUEST AND QUOTE FOR THE DPW GARAGE THROUGH MILLER CONSTRUCTION.

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

No – None

Absent – None

Motion carried

* * * * *

MOTION BY PUGH, SECOND BY JACKSON, TO APPROVE THE BECKETT AND RAEDER QUOTE FOR THE M-30 HOUSING PROJECT SCHEMATIC DESIGNS.

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

No – None Absent – None Motion carried

*** * * * ***

MOTION BY ZIMMERMAN, SECOND BY BENNETT, TO APPROVE BILLS IN THE AMOUNT OF \$59,715.95.

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

No – None Absent – None Motion carried

*** * * * ***

MOTION BY FRECHETTE, SECOND BY JACKSON, TO DESIGNATE ALL BOARD OF REVIEW MEETINGS TO BE HELD AT CITY HALL WITH THE FIRST MEETING IN MARCH TO BE HELD AT 9:00 AM.

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

No – None Absent – None Motion carried

*** * * * ***

MOTION BY JACKSON, SECOND BY POWLEY, TO APPROVE THE MINUTES AND SUMMARY FROM THE MEETING HELD FEBRUARY 15, 2021.

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

No – None Absent – None Motion carried

*** * * * ***

MOTION BY POWLEY, SECOND BY PUGH, TO RECEIVE AND FILE THE TREASURER’S REPORT AND INVESTMENT SUMMARY; THE MINUTES FROM THE AIRPORT BOARD MEETING HELD ON JANUARY 20, 2021; THE MINUTES FROM THE DDA MEETING HELD ON JANUARY 26, 2021 AND THE MINUTES FROM THE DDA SPECIAL MEETING HELD ON FEBRUARY 1, 2021.

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

No – None Absent – None Motion carried

* * * * *

MOTION BY FRECHETTE, SECOND BY PUGH, TO APPROVE THE APPOINTMENT OF DEBORAH BEAMISH TO THE LIBRARY BOARD.

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

No – None

Absent – None

Motion carried

* * * * *

Mayor Frechette reported the Airport & EMS Board meetings are all going well.

Member Bennett noted that the DDA meetings are going well.

Member Zimmerman asked Manager Dantzer and Council to request that MDOT designate a truck route for commerce passing through town when they meet for the next MDOT road diet meeting.

Manager Dantzer discussed the option of holding a work session to go over the city budget as well as marijuana licensing. It was the consensus to hold a work session meeting following the next Council Meeting on March 15, 2021 at 7:00PM.

* * * * *

Mayor Frechette adjourned the meeting at 6:34 pm.

Paul Frechette, Mayor

Amanda Stang, Clerk

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD VIRTUALLY ON MONDAY, MARCH 1, 2021.

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

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

Absent: None

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

Everyone stood for the pledge of allegiance.

Phil Shaw spoke to Council about the City and downtown businesses participating in the upcoming Bigfoot Convention.

County Commissioner Mark Surbrook gave an update on Covid vaccines.

Council approved the USDA Grant for the purchase of a new police vehicle.

Council approved the sole source vendor request and quote for the DPW repairs through Miller Construction.

Council approved the Beckett and Raeder quote for the M-30 Housing Project.

Council approved bills in the amount of \$59,715.95.

Council approved the request to designate all Board of Review meetings to be held at City Hall with the first meeting in March to be held at 9:00 am.

Council approved the minutes and summary from the meeting held February 15, 2021.

Council approved the treasurer's report and investment summary; minutes from the Airport board meeting held on January 20, 2021; minutes from the DDA meeting held on January 26, 2021; and minutes from the DDA Special meeting held on February 1, 2021.

Mayor Frechette appointed Deborah Beamish to the Library Board.

Mayor Frechette and Manager Dantzer both gave reports.

Mayor Frechette adjourned the meeting at 6:34 pm.

Consent Agenda

CASH SUMMARY BY BANK FOR WEST BRANCH
FROM 03/01/2021 TO 03/31/2021

Bank Code		Beginning			Ending
Fund	Description	Balance	Total	Total	Balance
		03/01/2021	Debits	Credits	03/31/2021
GEN1	GEN1 - GENERAL CHECKING				
101		815,697.43	50,026.50	69,900.09	795,823.84
150	CEMETERY PERPETUAL CARE	31,650.21	0.00	0.00	31,650.21
209	CEMETERY FUND	6,727.75	0.00	201.75	6,526.00
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	999.91	0.00	0.00	999.91
248	DDA OPERATING FUND	189,219.31	1,084.57	200.00	190,103.88
251	INDUSTRIAL PARK FUND	14,758.53	0.00	129.79	14,628.74
276	HOUSING RESOURCE FUND	115,086.89	931.77	7,097.50	108,921.16
318	SEWER DEBT FUND	143,151.16	11,431.01	1,781.26	152,800.91
319	WATER DEBT FUND	77,254.69	2,490.68	150.55	79,594.82
390	SEWER FUND	286,583.90	13,561.63	17,869.79	282,275.74
391	WATER FUND	640,837.83	16,790.21	7,900.04	649,728.00
392	WATER REPLACEMENT FUND	453,199.40	0.00	0.00	453,199.40
393	SEWER COLLECTION	179,632.92	2,979.24	3,077.60	179,534.56
361	EQUIPMENT FUND	87,891.86	6,955.94	2,306.89	92,540.91
704	PAYROLL CLEARING	24,849.90	35,489.00	35,489.00	24,849.90
705	IRONS PARK ENTERTAINMENT FUND	4,950.80	0.00	0.00	4,950.80
707	YOUTH SAFETY PROGRAM	15.00	0.00	0.00	15.00
	GEN1 - GENERAL CHECKING	3,072,507.49	141,740.55	146,104.26	3,068,143.78
M/LST	MAJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	568,819.81	18,807.26	9,383.94	578,243.13
203	LOCAL STREET FUND	268,394.68	11,023.15	1,050.00	278,367.83
	MAJOR/ LOCAL STREETS	837,214.49	29,830.41	10,433.94	856,610.96
PAY	PAYROLL				
704	PAYROLL CLEARING	14,768.92	35,489.00	33,034.86	17,223.06
	PAYROLL	14,768.92	35,489.00	33,034.86	17,223.06
CHEM	SAVINGS				
101		459,581.85	0.00	0.00	459,581.85
150	CEMETERY PERPETUAL CARE	1,680.52	0.00	0.00	1,680.52
251	INDUSTRIAL PARK FUND	244.48	0.00	0.00	244.48
391	WATER FUND	26,409.04	0.00	0.00	26,409.04
392	WATER REPLACEMENT FUND	19,790.09	0.00	0.00	19,790.09
393	SEWER COLLECTION	3,182.23	0.00	0.00	3,182.23
361	EQUIPMENT FUND	103,503.36	0.00	0.00	103,503.36
	SAVINGS	614,391.57	0.00	0.00	614,391.57
TAX	TAXES				
701	TAX AGENCY	39,274.54	8,135.44	35,407.89	12,002.09
	TAXES	39,274.54	8,135.44	35,407.89	12,002.09
	TOTAL - ALL FUNDS	4,578,157.01	215,195.40	224,980.95	4,568,371.46

CASH SUMMARY BY ACCOUNT FOR WEST BRANCH
 FROM 03/01/2021 TO 03/31/2021
 FUND: ALL FUNDS
 INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 03/01/2021	Total Debits	Total Credits	Ending Balance 03/31/2021
Fund 101					
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	150,000.00	0.00	0.00	150,000.00
		250,000.00	0.00	0.00	250,000.00
Fund 150	CEMETERY PERPETUAL CARE				
004.300	CERTIFICATE OF DEPOSIT C	114,701.74	0.00	0.00	114,701.74
004.400	CERTIFICATE OF DEPOSIT D	115,271.06	0.00	0.00	115,271.06
	CEMETERY PERPETUAL CARE	229,972.80	0.00	0.00	229,972.80
Fund 251	INDUSTRIAL PARK FUND				
004.300	CERTIFICATE OF DEPOSIT A	100,000.00	0.00	0.00	100,000.00
004.400	CERTIFICATE OF DEPOSIT B	25,000.00	0.00	0.00	25,000.00
	INDUSTRIAL PARK FUND	125,000.00	0.00	0.00	125,000.00
Fund 661	EQUIPMENT FUND				
004.300	CERTIFICATE OF DEPOSIT A	150,000.00	0.00	0.00	150,000.00
004.400	CERTIFICATE OF DEPOSIT B	100,000.00	0.00	0.00	100,000.00
	EQUIPMENT FUND	250,000.00	0.00	0.00	250,000.00
	TOTAL - ALL FUNDS	854,972.80	0.00	0.00	854,972.80

City of West Branch Planning Commission

Meeting Minutes for January 12, 2021

Meeting called to order at 6:01pm by Vice-Chairman David

Roll Call – Present – Cori Lucynski (joined the meeting late), Bob David, Mike Jackson, Tiffany Schmieder-Kups, Yvonne DeRoso and Kara Fachting. Rusty Showalter was absent.

West Branch City Manager, John Dantzer, was also present

Pledge of Allegiance

Public Hearings – 21-01 Zoning Ordinance Amendment

The Public Hearing was opened at 6:04pm.

A motion was made by Yvonne DeRoso, second by Bob David to close the Public Hearing at 6:11pm

Additions to Agenda – None

Public Comment – None

Approval of Minutes – Motion by Bob David, second by Mike Jackson to approve the December 8, 2020 minutes as written. Ayes - All

Site Plans – None

Sign Permits – None

Unfinished Business – None

New Business – Election of Officers

Mike Jackson made a motion, second by Bob David to nominate Cori Lucynski as Chairman.

There were no other nominations made for Chairman. Ayes – All for Cori to remain Chairman.

Cori Lucynski made a motion, second by Mike Jackson to nominate Bob David as Vice-Chairman.

There were no other nominations made for Vice-Chairman. Ayes – All for Bob to remain Vice-Chairman.

Mike Jackson made a motion, second by Tiffany Schmieder-Kups to nominate Kara Fachting as Secretary.

There were no other nominations made for Secretary. Ayes – All for Kara to remain Secretary.

Communications – None

Member Reports – Husband bought downtown movie theater

Kara & Mike – None

Bob – Stay Healthy

Tiffany – Vaccinations are hard to get

Yvonne – Her office has been $\frac{3}{4}$ closed but is now open

John – The city is still working on blight issues. Joint meeting between the city council, planning members and DDA is scheduled for February 1, 2021 at 6pm

Public Comment - None

Meeting was adjourned at 6:34pm per Chairman Lucynski

Meeting minutes taken and typed by Kara Fachting

Joint Meeting of the City of West Branch City Council, Planning Commission and DDA

Meeting Minutes for February 1, 2021

Meeting called to order at 6:00pm by Chairman Lucynski

Roll Call – Present – Cori Lucynski, Bob David, Mike Jackson, Tiffany Schmieder-Kups , Yvonne DeRoso, Rusty Showalter and Kara Fachting

West Branch City Manager, John Dantzer, was also present

Pledge of Allegiance

Phil Shaw was present and inquired about Resolution 18-07. John Dantzer confirmed that resolution is still in effect.

Chairman Lucynski gave the annual report to the boards.

Meeting was adjourned at 6:39pm per Chairman Lucynski

Meeting minutes taken and typed by Kara Fachting

City of West Branch Planning Commission

Meeting Minutes for February 9, 2021

Meeting called to order at 6:11pm by Chairman Lucynski

Roll Call – Present – Cori Lucynski, Bob David, Mike Jackson, Tiffany Schmieder-Kups , Yvonne DeRoso, Rusty Showalter and Kara Fachting

West Branch City Manager, John Dantzer, was also present

Pledge of Allegiance

Public Hearings – None

Additions to Agenda – None

Public Comment – None

Approval of Minutes – None

Site Plans – Zoning and Use Permit request from Deshano Construction. Heather Arnold was present via phone for this meeting. Rusty Showalter requested to abstain due to the fact he works for Deshanos sister company. Yvonne DeRoso requested to abstain due to the fact she will receive a monetary gain from this project.

A motion was made by Bob David, second by Mike Jackson to excuse Rusty and Yvonne due to personal conflicts with the application. Ayes – All

A motion was made by Bob David, second by Mike Jackson to approve the site plan with dumpster and berm issues to be handled by John Dantzer administratively. Ayes – All (Rusty and Yvonne Abstained)

The PUD application was heard. Yvonne DeRoso requested to abstain due to the fact she would be getting a monetary gain from this project.

A motion was made by Kara Fachting, second by Rusty Showalter to excuse Yvonne due to personal conflicts with the application. Ayes – All

The new name for this development is Ogemaw Vista Estates. There was a brief discussion among the members regarding the site plan.

A motion was made by Kara Fachting, second by Mike Jackson to approve the site plan as submitted. Ayes – All (Yvonne abstained)

Sign Permits – None

Unfinished Business – None

New Business – A motion was made by Mike Jackson, second by Rusty Showalter to move the Master Plan discussion to the March 9, 2021 Planning Meeting for more time to review. Ayes - All

Communications –

- A. MAPS Training – John will schedule the 1st class for March or April and it will be a private local class.

Chairman Report – McLaren is growing by 5x its original size. Site plan should be coming soon.

Member Reports –

Kara, Tiffany, Rusty and John – None

Bob – Water main break in town today was amazingly taken care by DPW guys

Mike – Moving dirt at new Meijer site

Yvonne – Empty buildings downtown may soon be filling.

Public Comment - None

Meeting was adjourned at 6:52pm per Chairman Lucynski

Meeting minutes taken and typed by Kara Fachting



West Branch Police Department

Chief Kenneth W. Walters

130 Page St.

West Branch, Michigan 48661

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

3/5/2021

Honorable Mayor and Council,

This is the February month end report. The department handled 89 calls for service in the month of February. The department further forwarded 8 arrestable criminal cases to the court system.

I would take this opportunity to further update you on upcoming legislation. Effective April 1st, 2021, Act 393 from the Michigan Legislature will be active. I am strongly condensing Act 393, but essentially it will barr the majority of misdemeanor arrests. Almost all misdemeanor crimes will now be issued an appearance ticket to court, instead of a physical arrest. How this works out, remains to be seen. There remain many questions and potential problems with this legislation, however some benefits should arise as well.

New legislation has begun taking effect in a three phase roll out on citations as well. Officers will be required to obtain email addresses and cellphone numbers for all citations issued in the near future. Most recently, we have been ordered by the Michigan Supreme Court to place information on citations for alternative payment methods.

Lastly, I have begun the process of implementing body worn cameras within the department. Due to past server fee and data requirement costs, it had been very cost restrictive, to which we relied on the in-car camera systems only. I have located a stand-alone system that is not reliant on contracts and rental fees and

have placed an order. Further, due to the current climate and accusations Law Enforcement has been under, all members of the department are strongly in favor of the implementation. Not only will this implementation make the department more transparent, it strongly aids the officer, department, and City of West Branch more protected against frivolous lawsuits and untrue accusations.

Respectfully,

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

Chief Kenneth W. Walters

Offense Count Report

Report Criteria:

Start Offense	End Offense		
01000	99009		
FEBRUARY 2021	TOTAL 2021	TOTAL 2020	TOTAL 2019
02/01/2021-02/28/2021	01/01/2021-02/28/2021	01/01/2020-12/31/2020	01/01/2019-12/31/2019

Offense	Description	FEBRUARY 2021	TOTAL 2021	TOTAL 2020	TOTAL 2019
11002	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	2	0
11008	SEXUAL CONTACT FORCIBLE CSC4	0	0	1	1
13001	NONAGGRAVATED ASSAULT	0	2	27	22
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	2	0
13003	INTIMIDATION/STALKING	0	1	3	5
20000	ARSON	0	0	1	1
22001	BURGLARY - FORCED ENTRY	0	0	1	2
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	2	0
22003	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	2	3
23002	LARCENY - PURSE SNATCHING	0	1	0	0
23003	LARCENY - THEFT FROM BUILDING	0	0	7	3
23005	LARCENY - THEFT FROM MOTOR VEHICLE	0	1	3	7
23007	LARCENY - OTHER	3	3	11	10
25000	FORGERY/COUNTERFEITING	0	0	0	1
26001	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	0	1	1
26002	FRAUD - CREDIT CARD/ATM	0	0	1	3
29000	DAMAGE TO PROPERTY	0	1	15	9
30002	RETAIL FRAUD - THEFT	0	0	3	3
35001	VIOLATION OF CONTROLLED SUBSTANCE	0	1	2	2
36002	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0	1
36004	SEX OFFENSE - OTHER	0	0	0	1
41002	LIQUOR VIOLATIONS - OTHER	0	0	0	1
42000	DRUNKENNESS	0	0	0	1
48000	OBSTRUCTING POLICE	0	0	3	0
49000	ESCAPE/FLIGHT	0	0	0	1
50000	OBSTRUCTING JUSTICE	5	8	29	48
52001	WEAPONS OFFENSE - CONCEALED	0	0	1	0
52003	WEAPONS OFFENSE - OTHER	0	0	1	0
53001	DISORDERLY CONDUCT	0	0	4	7
53002	PUBLIC PEACE - OTHER	0	0	0	1
54001	HIT & RUN MOTOR VEHICLE ACCIDENT	0	0	6	14
54002	OUIL OR OUID	0	0	6	6
54003	DRIVING LAW VIOLATIONS	1	3	25	34
55000	HEALTH AND SAFETY	0	0	0	14
57001	TRESPASS	2	3	18	11
58000	SMUGGLING	0	0	0	1
70000	JUVENILE RUNAWAY	0	0	4	2
70001	Incorrigible	0	0	1	1
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	0	15	6
90001	Vehicle Lockouts	7	15	103	128
90002	Motorist Assists	1	4	13	35
90003	Assist E.M.S.	8	20	105	204
90005	City Ordinance Violations	4	5	41	32
90007	Parking Complaints	1	1	1	6
90008	ANIMAL COMPLAINTS	0	2	5	8
90009	Maplewood Manor Alarm / Criminal History Checks	0	0	0	4

Offense Count Report

Report Criteria:

Start Offense	End Offense		
01000	99009		
FEBRUARY 2021	TOTAL 2021	TOTAL 2020	TOTAL 2019
02/01/2021-02/28/2021	01/01/2021-02/28/2021	01/01/2020-12/31/2020	01/01/2019-12/31/2019

Offense	Description	FEBRUARY 2021	TOTAL 2021	TOTAL 2020	TOTAL 2019
91001	Delinquent Minors	1	1	3	3
91002	Runaway	0	0	0	2
91004	Abandoned Vehicle	0	0	3	4
92003	Walk Away (Ment. & Host.)	0	0	4	1
92004	Insanity	3	6	34	28
93001	PROPERTY DAMAGE ACCIDENT/PI	8	15	43	53
93002	Accident, Non-Traffic	2	5	18	20
93004	Parking Violations	1	1	1	0
93006	Traffic Policing	4	6	9	16
93007	Traffic Safety Public Relations	0	0	13	9
93008	Inspections/Investigations -Breathalyzer	0	0	4	1
94001	Valid Alarm Activations	0	0	3	0
94002	False Alarm Activations	7	13	51	87
95001	Accident, Fire	0	0	1	4
95003	Inspection, Fire	0	0	0	3
95004	Hazardous Condition	0	2	2	6
97003	Accident, Other Shooting	0	0	1	0
97006	Accident, All Other	0	0	2	1
98000	Other Types Not Listed	0	0	0	1
98002	Inspections/Investigations -Motor Vehicles	0	0	1	3
98003	Inspections/Investigations -Property	0	2	8	11
98004	Inspections/Investigations -Other	1	1	5	6
98006	Civil Matters/Family Disputes	1	12	81	66
98007	Suspicious Situations/Subjects	4	11	191	149
98008	Lost/Found Property	0	0	10	14
98009	Inspections/Investigations -Drug Overdose	0	0	2	4
99001	Suicide	0	0	1	1
99002	Natural Death	1	1	6	5
99003	Missing Persons	0	0	0	1
99004	Natural Disaster	0	0	1	0
99007	PR Activities	0	0	22	6
99008	General Assistance	20	40	206	273
99009	General Non-Criminal	4	6	56	31
Totals:		89	193	1247	1449

Communications



March 3, 2021

T1 P172 *****AUTO**ALL FOR AADC 480

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



Re: Charter Communications – Upcoming Changes

Dear Franchise Official:

This letter will serve as notice that on or around April 1, 2021, Spectrum Mid-America, LLC ("Charter"), locally known as Spectrum, will launch *The Africa Channel HD* on channel 200 on the West Branch, MI channel line-up serving your community.

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

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

Sincerely,

Karen Coronado

Karen Coronado
Manager, State Government Affairs, Michigan
Charter Communications



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

COL. JOSEPH M. GASPER
DIRECTOR

March 1, 2021

Chief Kenneth Walters
West Branch Police Department
130 Page Street
West Branch, Michigan 48661

Dear Chief Walters:

I am writing to acknowledge the exemplary work and dedication recently demonstrated by members of your staff.

On January 13, 2021, Ms. Ann Vogel conducted a Law Enforcement Information Network (LEIN)/National Crime Information Center (NCIC) audit of the West Branch Police Department. Your attendance and participation throughout the entire audit, along with the assistance of your agency's Terminal Agency Coordinator Cpl. Joseph Adams, was informative and appreciated. The responsibility of managing and ensuring the accuracy, security, and integrity of criminal justice information systems is a shared responsibility of all federal, state, and local law enforcement agencies. It was evident to Ms. Vogel that the West Branch Police Department and its staff embrace this management responsibility and philosophy.

Ms. Vogel commented on how well prepared you and your staff were. All requested documents and records were readily available, up to date, and accurate. All criminal history record queries were clearly and correctly substantiated. All record entries reviewed during the audit showed timely and accurate entry and validation. Overall, the finding showed that your department was compliant in all the audit components assessed. This is a remarkable accomplishment, especially in these current times and circumstances, and I feel that you and your staff should be recognized and congratulated for their hard work and efforts.

Please extend to your staff my appreciation for a job well done for all they do in the interest of public safety.

Sincerely,

Ms. Michelle Kuzera, Division Director
Criminal Justice Information Center

Reports

Mayor

Council

City Manager



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

APPLICATION FOR OPEN CITY BOARD OR COMMISSION POSITION

Application for: Zoning Board of Appeals Board/Commission

Name Jozann A. Burgin

Address 228 S. 7th Street

Phone (989) 891-6233 (cell/phone)

Email jadburgin1957@gmail.com burginj@ocmi.us

City Resident? Yes ☒ No ☐ How Long? January 2014

Please list any previous City appointments or offices _____

Please list any relevant employment or professional activities Currently at Equalization Department of

Ogemaw County, co-owned Land Surveying Company, did research for a Title Company, Deputy Treasurer for Bay County

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

Member of Bay City Planning Commission, Member of State of Michigan Planning Officials, and

Member of Michigan Society of Land Surveyors, Member and recording Secretary of Community Foundation.

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

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

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

I feel my prior work experiences and education are a good fit for the Zoning Board of Appeals.

What talents or experience would you bring to the position? _____

My Bachelors Degree in Land Surveying as well as my prior experience on a Planning Commision.

What are your primary interests in City Government and City services? _____

I feel that helping in your community is a responsibility of every citizen.

Please relate any special goals you may have for the City _____

I just wish to help make the City better for all citizens and help The City reach it's potential.

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

Jozann A. Burgin

Signature

March 11, 2021

Date

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

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

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

**Public
Comment
-Any
Topic**

Adjournment