

ALPENA CITY COUNCIL MEETING

August 7, 2017 - 6:00 p.m.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Modifications to the Agenda.
4. Approve Minutes –Regular Session of July 17, 2017, and Closed Session of July 17, 2017.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$547,791.03.
 - B. Black Sheep Pub – Request to Close Alley and Variance of Noise Ordinance from 10 p.m. to 2 a.m., on Saturday, August, 19, 2017.
 - C. Designation of City Manager, Greg Sundin as the Voting Delegate for the Annual Michigan Municipal League Business Meeting held on September 13, 2017.
 - D. Thunder Bay Film Society – Request to use Rotary Island for “Sunrise 45 Film Fest Musicians” on Saturday, August 19, 2017, from 3 p.m. to 6 p.m.
7. Presentations.
8. Announcements.
9. Mayoral Proclamation.
 - A. Breast Feeding Awareness Month.
10. Public Hearing.
11. Report of Officers.
 - A. Charter – Uniform Video Services Franchise Act.
 - B. Request for Proposals – Property and Liability Insurance.
 - C. Bids.
 - 1) Water Recycling Plant Boiler Replacement.
12. Communications and Petitions.
 - A. Resolution No. 2017-08 - A Resolution of Support for Seeking Alternative Ways to Transport Crude Oil and Natural Gas and the Decommissioning of Enbridge Line 5 Pipeline Under the Straits of Mackinac.

B. The People for Social Justice and the Action Group of Northeast Michigan - Support for the Paris Climate Agreement

13. Unfinished Business.

A. Downtown Second Avenue On-Street Parking Between Chisholm and River Street.

14. New Business.

15. Adjourn to Closed Session to Discuss Water/Sewer Litigation.

Greg E. Sundin
City Manager

COUNCIL PROCEEDINGS

July 17, 2017

The Municipal Council of the City of Alpena met in regular session at City Hall on the above date and was called to order at 6:00 p.m. by the Mayor.

Present: Mayor Waligora, Councilmembers Nowak, Johnson, Sexton, and Nielsen.

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MODIFICATIONS TO THE AGENDA

Moved by Councilmember Nowak, seconded by Councilmember Sexton, that the following modification to the agenda be approved.

1. Remove - Item 11.B. Bids - Dog Park Fence.

MINUTES

The minutes of the regular session of July 3, 2017, and the closed session of July 3, 2017, were approved as printed.

CONSENT AGENDA

Moved by Councilmember Sexton, seconded by Councilmember Nielsen, that the following Consent Agenda items be approved:

1. Bills Allowed – in the Amount of \$321,049.97 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
2. Budget Amendment – Carryover \$5,000 from 2016-17 to 2017-18, for Shed at Marina.
3. Budget Amendment – Carryover \$15,000 from 2016-17 to 2017-18, for Pedestrian Lighting.
4. Budget Amendment – Carryover \$265,530 (Major Streets), \$7,365 (Cemetery) \$146,900 (Sewer) and \$15,000 (Water) from 2016-17 to 2017-18 for Unfinished Capital Projects.
5. Michigan Municipal League 2017 Election of Workers' Compensation Fund Trustees.
6. Thunder Bay River Costume Run/Walk 2017.

Carried by unanimous vote.

TREASURER'S QUARTERLY FINANCIAL REPORT

Moved by Councilmember Nowak, seconded by Councilmember Johnson, to receive and file the Treasurer's Quarterly Financial Report of April 1, 2017, through

June 30, 2017.

Carried by unanimous vote.

**THUNDER BAY ARTS COUNCIL – REQUEST LOCATION FOR PLACEMENT OF
BLUE HERONS SCULPTURE**

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the placement of the “Departure of the Great Blue Herons” Sculpture, donated by Thunder Bay Arts Council, be placed near the bi-path at Duck Park.

Carried by unanimous vote.

MOBILE FOOD VEHICLE SALES IN SELECT CITY PARKS

Moved by Councilmember Nowak, seconded by Councilmember Sexton, that the agreement between the City of Alpena and 32 Below, to allow the operation of an approved mobile food vehicle in various City Parks, be approved.

Carried by unanimous vote.

**DOWNTOWN SECOND AVENUE ON-STREET PARKING BETWEEN CHISHOLM
AND RIVER STREET**

The City Engineer presented an optional lay-out of on-street parking on Second Avenue when it is converted to a two-way street, the option would provide additional on street parking. The options will be discussed at a future council meeting.

CLOSED SESSION

Moved by Councilmember Nowak, seconded by Councilmember Sexton, that the Municipal Council adjourn to a closed session at 7:03 p.m. to discuss Water and Sewer Litigation and Union Contract Negotiations.

Carried by unanimous vote.

RECESS

The Municipal Council recessed at 7:03 p.m.

RECONVENE – CLOSED SESSION

The Municipal Council reconvened in closed session at 7:15 p.m.

RECONVENE – OPEN SESSION

On motion of Councilmember Sexton, seconded by Councilmember Johnson, the Municipal Council reconvened in open session at 7:52 p.m.

Carried by unanimous vote.

ALPENA POLICE PATROL OFFICERS ASSOCIATION UNION CONTRACT

Moved by Councilmember Sexton, seconded by Councilmember Johnson, that the contract with the Alpena Police Patrol Officers Association of the Police Officers Labor Council, covering July 1, 2017, through June 30, 2020, be ratified.

Carried by unanimous vote.

On motion of Councilmember Sexton, seconded by Councilmember Johnson, the Municipal Council adjourned at 7:52 p.m.

MATTHEW J. WALIGORA
MAYOR

ATTEST:

Karen Hebert
City Clerk

INVOICE REGISTER

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EXP CHECK RUN DATES 08/08/2017 - 08/08/2017

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6.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AFFINITY CHEMICAL LLC	2337597	ALUMINUM SULFATE - WATER	4,488.00
AIRGAS USA LLC	9065658180	MAINT - WATER	22.02
ALPENA AREA CHAMBER OF COMM	15114	GMA TICKETS	18.00
ALPENA AREA CHAMBER OF COMM	15115	GMA TICKET - DDA	9.00
ALPENA AUTO ELECTRIC	55846	VEH MAINT #66	24.00
ALPENA DIESEL SERVICE	53989	VEH MAINT - AMB	46.19
ALPENA DIESEL SERVICE	53991	VEH MAINT - ENGINE 1	8.92
ALPENA DIESEL SERVICE	53995	VEH MAINT - DPW/ENGINE 1	72.70
ALPENA GLASS CO INC	387767	MAINT - PUBLIC WORKS	190.00
ALPENA LAWN CARE & MAINTENANCE	4293	MOWING - CODE ENFORCEMENT	490.00
ALPENA LAWN CARE & MAINTENANCE	4313	MOWING - CODE ENFORCEMENT	595.00
ALPENA MARKETPLACE PRODUCTIONS	100 07/17	TAPING FEES - COUNCIL MTG	450.00
ALPENA POWER COMPANY	070717	ELECTRIC - DDA	78.49
ALPENA POWER COMPANY	080817	ELECTRIC	7,687.38
ALPENA POWER COMPANY	080817A	ELECTRIC	22,809.20
ALPENA SUPPLY CO	S100000372.001	SUPPLIES - FIRE/AMB	2.53
ALPENA SUPPLY CO	S100000581.001	SUPPLIES - BOAT HARBOR	163.75
ALPENA SUPPLY CO	S100001048.001	MAINT - CITY HALL	4.44
ALPENA SUPPLY CO	S100002364.001	MAINT - CITY HALL	0.68
ALPENA SUPPLY CO	S100002758.001	MAINT - BOAT HARBOR	18.54
ALPENA SUPPLY CO	S100002876.001	SUPP/BLDG MAINT - FIRE/AMB	69.53
ALPENA SUPPLY CO	S100002011.001	MAINT - LIGHTS	103.36
ALPENA SUPPLY CO	S100004490.001	MAINT - PARKS	8.04
ALPENA SUPPLY CO	S100006038.001	MAINT - CEMETERY	2.38
ALPENA SUPPLY CO	S100006123.001	MAINT - CEMETERY	1.58
ALPENA SUPPLY CO	S100006310.001	MAINT - CITY HALL	15.40
ALPENA SUPPLY CO	S100002722.001	VEH MAINT #46	277.00
ALPENA SUPPLY CO	S100009490.001	MAINT - WATER	101.01
ALPENA SUPPLY CO	S100010910.001	VEH MAINT - DPW	12.78
ALPENA SUPPLY CO	S100011514.001	MAINT - CEMETERY	47.16
ALPENA SUPPLY CO	S100011822.001	WALKWAY REPR - N RIVERFRONT PK	701.30
ALPENA SUPPLY CO	S100012438.001	WALKWAY REPR - N RIVERFRONT PK	3.24
ALPENA SUPPLY CO	S100012513.001	MAINT - CEMETERY	4.58
ALPENA SUPPLY CO	S100012567.001	MAINT - SEWER	15.36
ALPENA SUPPLY CO	S100012758.001	MAINT - BOAT HARBOR	1,004.64
ALPENA SUPPLY CO	S100013493.001	CHEMICALS - SEWAGE	791.80
ALPENA SUPPLY CO	S100013557.001	CHEMICALS - SEWAGE	(132.00)
ALPENA SUPPLY CO	S100014554.001	SUPPLIES - FIRE/AMB	23.33
ALPENA SUPPLY CO	S100014609.001	BRIDGE MAINT - MAJ ST	88.10
ALPENA SUPPLY CO	S100014630.001	BRIDGE MAINT - MAJ ST	(44.05)
ALPENA SUPPLY CO	S100014640.001	VEH MAINT - DPW	12.88
ALRO STEEL CORP	HGR8020AL	WALKWAY REPR - N RIVERFRONT PK	169.94
AMERICAN MESSAGING	Z2535843RH	PAGER FEES	33.23
AMERICAN PAYROLL ASSOCIATION	131061-17	17-18 MEMBERSHIP DUES	219.00
AMERICAN PLANNING ASSN	242948-1772	2017-18 MEMBERSHIP DUES	331.00
BC/BS OF MICHIGAN	64088 08/17	PREMIUM-HEALTH 08/17	48,876.75
BEDROCK CONTRACTING &	2017-03	2017 CITY CONCR PROG	1,901.61
BOUND TREE MEDICAL LLC	82539371	SUPPLIES - AMB DISP	2.76
BOUND TREE MEDICAL LLC	82548601	SUPPLIES - AMB DISP	439.67
BOUND TREE MEDICAL LLC	82554466	SUPPLIES - AMB DISP	6.60
BOUND TREE MEDICAL LLC	82565100	SUPPLIES - AMB DISP	530.02
BOUND TREE MEDICAL LLC	82568147	SUPPLIES - POLICE	215.64
BRETT MILLER	072817	TRAVEL EXPENSE - AMB	132.56
BRIAN CALDWELL	072617	TRAVEL EXPENSE - AMB	8.59
BRUCE TILLINGER	073117	MECHANICAL INSP SVCS 07/17	1,676.00
BRUCE TILLINGER	073117A	PLUMBING INSP SVCS 07/17	1,638.00
CALGON CARBON CORPORATION	90042326	CARBON LEASE - WATER	37,404.48
CHARLES SEGUIN	AP16-6218C	AMBULANCE REFUND	279.74
CHARTER COMMUNICATIONS	0591 08/17	FAX LINE - CITY HALL	69.98
CHARTER COMMUNICATIONS	5434 08/17	FAX LINE - PUBLIC SAFETY	29.99
CHARTER COMMUNICATIONS	7316 08/17	FAX LINE - PUBLIC WORKS	79.98
CHOICE MARKETING INC	20170850	TRADING CARDS - POLICE	571.95
CITY OF ALPENA	1271-001 0717	SEW/WATER - MICH-E-KE-WIS	523.08
CITY OF ALPENA	4397-001 0717	SEW/WATER - CEMETERY	91.86
CITY OF ALPENA	4398-001 0717	SEW/WATER - CEMETERY	69.42
CITY OF ALPENA	4528-001 0717	SEW/WATER - PUBLIC SAFETY	1,653.36
CITY OF ALPENA	6656-001 0717	SEW/WATER - PSF ANNEX	35.76
CITY OF ALPENA	8110-001 0717	SEW/WATER - STARLITE PROM	462.60

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
CITY OF ALPENA	8111-001 0717	SEW/WATER - STARLITE PROM	28.36
DANIEL HIBNER	072017	TRAVEL EXPENSE - AMB	39.82
DAVID SHIEMKE JR	AP17-6015C	AMBULANCE REFUND	500.00
DE LAGE LANDEN FINANCIAL SERVICES	55362953	COPIER LEASE 07/17A	37.99
DE LAGE LANDEN FINANCIAL SERVICES	55143554	COPIER LEASE 07/17	56.55
DEAN ARBOUR FORD LINCOLN MERCURY	22738	VEH MAINT #48	130.94
DEARBORN NATIONAL	EAB1000041-1 08/17	PREMIUM-LIFE 08/17	735.82
DEARBORN NATIONAL	EAB1000041-1 08/17	PREMIUM-DISABILITY 08/17	657.24
DELTA DENTAL PLAN OF MICHIGAN	0577 08/17	PREMIUM-DENTAL 08/17	5,106.31
DONALD H GILMET	073117	MILEAGE 07/17	151.94
DORNBOS SIGN & SAFETY INC	33989	VEH MAINT - DPW	73.81
DORNBOS SIGN & SAFETY INC	33990	SUPPLIES - BOAT HARBOR	136.36
DORNBOS SIGN & SAFETY INC	33991	PARKING SIGNS - DOWNTOWN/CITY HALL	136.61
DORNBOS SIGN & SAFETY INC	33992	SEW/WATER MAINS	245.35
DTE ENERGY	080317	GAS - DDA	32.27
EAGLE ENGINEERING & SUPPLY CO	49090	MAINT - LIGHTS	352.80
EAGLE ENGINEERING & SUPPLY CO	49107	MAINT - LIGHTS	201.60
EAGLE ENGRAVING INC	2017-2424	UNIFORMS - FIRE/AMB	9.00
EAGLE SUPPLY CO	103951	SUPPLIES - FIRE/AMB	137.74
EAGLE SUPPLY CO	104029	SUPPLIES - PW/PKS	594.00
EAGLE SUPPLY CO	104238	SUPPLIES - PARKS	85.00
ELIZABETH BUSHEY	072417	CLERICAL SUPPORT - DDA	133.00
ELIZABETH LITTLER	080217	REIMBURSE SANCTUARY EXPENSES	40.68
EMERGENCY VEHICLES PLUS	013312	BUMPER REPL - AMB	1,665.00
ENVIRONMENTAL EXCAVATING &	17-041	STORM SEWER REPAIR - MAJ ST	975.00
ENVIRONMENTAL EXCAVATING &	17-048	REPL WATER SVCS - BAY VIEW PK	605.00
ERIC HAMP	071217	TRAVEL ADVANCE - POLICE	90.00
ERIC MAGNESS-EUBANK	AP17-1353C	AMBULANCE REFUND	20.00
ETNA SUPPLY CO	S102200692.001	WATER MAINS - THIRD AVE	150.00
EVERETT GOODRICH TRUCKING & ASPHALT	2017-03A	HMA PATCHING 2017	5,421.71
FAMILY ENTERPRISE EMBROIDERY	53945	UNIFORMS - FIRE/AMB	20.00
FAMILY ENTERPRISE EMBROIDERY	54017	UNIFORMS - FIRE/AMB	20.00
FASTENAL COMPANY	MIALP144553	SUPPLIES - LIGHTS	18.25
FASTENAL COMPANY	MIALP144814	VEH MAINT - DPW	3.22
FASTENAL COMPANY	MIALP144952	SUPPLIES - PARKS	8.17
FASTENAL COMPANY	MIALP144974	SUPPLIES - PW/PKS	138.24
FASTENAL COMPANY	MIALP145141	SUPPLIES - PUBLIC WORKS	63.92
FRANCIS ROSINSKI	073117	ELECTRICAL INSP SVCS 07/17	1,423.00
FRONTIER	4-0167 06-07/17	TELEPHONE - WATER	233.04
FRONTIER	6-2515 06-07/17	TELEPHONE - WATER	11.58
FRONTIER	6-2992 06-07/17	TELEPHONE - WATER	142.03
FRONTIER	9535 08/17	TELEPHONE - SEWER	518.04
GALLOUP/SMITH INSTRUMENT/MERLO	S105851373.001	WASTING VALVE - SEWER	3,585.91
GARANTS OFFICE SUPPLIES & PRINTING	65078	SUPPLIES - BOAT HARBOR	399.00
GRAND TRAVERSE	47846	RADIO MAINT - FIRE/AMB	1,010.00
HAGLUNDS	2114	MAINT - FIRE	42.00
HALL SIGNS	321505	TRAFFIC CONTROL MAINT - MAJ/LOC ST	1,000.65
HALL SIGNS	321691	TRAFFIC CONTROL MAINT - MAJ/LOC ST	439.00
HALLS SERV-ALL	J0704172	RENTAL FEE - PARKS	940.00
HALLS SERV-ALL	T070417	RENTAL FEE - PARKS	1,519.92
HAROLD KNOPP	071317	TRAVEL EXPENSE - AMB	15.00
HAROLD KNOPP	071617	TRAVEL EXPENSE - AMB	15.00
HAROLD KNOPP	072517	TRAVEL EXPENSE - AMB	14.43
HAVILAND	247251	SOFTENER SALT - SEWER	233.60
HELPNET EAP	14053	EMP ASST PROGRAM 07/17	205.14
HELPNET EAP	14053A	EMP ASST PROGRAM 08-09/17	405.02
HOME DEPOT CREDIT SERVICES	2070332	SUPPLIES - PARKS	195.36
HOME DEPOT CREDIT SERVICES	4562513	SUPP/WALKWAY REPR - LIGHTS/N RIVERFR	417.66
INK AND TONER ALTERNATIVE	16-0357	SUPPLIES - IT	318.94
INK AND TONER ALTERNATIVE	16-0435	SUPPLIES - IT	54.99
JEFF SHEA	080117	FSA MEDICAL REIMB 04-06/17	682.86
LAKE STATE RAILWAY CO	120446	2017 RR SIGNAL MAINT - MAJ ST	11,993.00
LAKESHORE PLUMBING, HEATING &	35820	WATER MAIN - ELEVENTH AVE	246.85
LAKESHORE PLUMBING, HEATING &	35821	WATER MAIN - ELEVENTH AVE	313.55
LAPPAN AGENCY INC	558138	UST INSURANCE - MARINA	2,228.00
LIFELOC TECHNOLOGIES INC	0235488-IN	SUPPLIES - POLICE	42.00
LINCOLN OUTDOOR CENTER INC	29274	SUPPLIES - CH/CEM/PW/PKS	263.33
LUCILLE BRAY	080117	FSA MEDICAL REIMB 04-06/17	257.40

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EXP CHECK RUN DATES 08/08/2017 - 08/08/2017

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
MACARTHUR CONSTRUCTION INC	2017-03	SEW/WATER MAINS - ELEVENTH/CAMPBELL	221,737.95
MACNE	080317	2017-18 SERVICE AGREEMENT	4,000.00
MCDONALD AUTO SUPPLY INC	851902	SUPPLIES - FIRE/AMB	27.98
MCDONALD AUTO SUPPLY INC	853744	SUPPLIES - FIRE/AMB	29.95
MCDONALD AUTO SUPPLY INC	853756	SUPPLIES - FIRE	4.99
MCDONALD AUTO SUPPLY INC	853943	VEH MAINT - AMB	9.35
MCVEIGHS TRUCK SPRINGS	008926	VEH MAINT - AMB	1,029.32
MERIDIAN RESTORATION LLC	080217	FACADE RENOVATION - ALPENA FURNITURE	64,208.38
MICHAEL KIELISZEWSKI	073117	MILEAGE 07/17	41.73
MICHAEL MANCHESTER	073017	TRAVEL EXPENSE - AMB	15.00
MICHIGAN BOATING INDUSTRIES	300000566	2017-18 MEMBERSHIP DUES	295.00
MICHIGAN MUNICIPAL LEAGUE	15652	JOB POSTING - CLERK/TREAS	74.20
MICHIGAN PIPE & VALVE	T79485	STORES - RISER RINGS	1,251.00
MICHIGAN STATE INDUSTRIES	1223	SUPPLIES - BOAT HARBOR	235.50
MICHIGAN STATE POLICE	551-490716	SOR REGISTRATION - POLICE	90.00
MPELRA	AMF-2017-M008	2017-18 MEMBERSHIP DUES - MGR	100.00
OFFICE DEPOT	932346613001	SUPPLIES - PUBLIC SAFETY	25.19
OFFICE DEPOT	934119714001	SUPPLIES - IT	172.56
OFFICE DEPOT	939205334001	SUPPLIES - POLICE	14.97
ONLINE STORES INC	05473464001	SUPP - CEM/CH/PKS/PSF/BH	824.88
PADDI LACROSS	080117	FSA MEDICAL REIMB 04-06/17	96.83
PAUL KRAJNIAK	AP17-0874C	AMBULANCE REFUND	200.00
PAULETTE ROZNOWSKI	072717	HANDICAP SWING - STARLITE	124.00
PHILIP DAVISON	072617	TREE REIMB - MAJ ST	240.00
POWER LINE SUPPLY CO	56166993	SUPPLIES - PARKS	14.66
PRATTSCAPE LLC	072417	TREE PLANTING - MAJ ST	200.00
PRIORITY ONE EMERGENCY	70031499	UNIFORMS - FIRE/AMB	39.99
PRIORITY ONE EMERGENCY	70031501	UNIFORMS - FIRE/AMB	206.97
PRIORITY ONE EMERGENCY	70031986	SUPPLIES - AMB	631.05
PVS NOLWOOD CHEMICALS INC	559085	SODIUM SILICOFLOURIDE - WATER	4,200.00
PVS TECHNOLOGIES INC	226254	FERROUS CHLORIDE - SEWER	2,953.42
RAPID RESULTS	5964	DRUG/ALCOHOL SCREEN - PKS	75.00
RAPID RESULTS	5989	DRUG/ALCOHOL SCREEN - PW	100.00
REVIZE LLC	5767	CITY WEBSITE DEVELOPMENT - IT	3,900.00
SEA TECHNOLOGY	1675	MAINT - BOAT HARBOR	2,090.00
SEVAN K INC	313 06/17	VEH MAINT - POLICE	141.00
SHALLAS SERVICE	10058	VEH MAINT - AMB	173.61
SHANNON SMOLINSKI	080117	FSA MEDICAL REIMB 04-06/17	500.00
SOUTHERN COMPUTER WAREHOUSE	438779	LENOVO THINKPAD - IT	851.96
SPARTAN DISTRIBUTORS INC	11749826	MAINT - CEMETERY	500.63
STAPLES BUSINESS ADVANTAGE	8045385757	SUPPLIES - CITY HALL	205.68
STATE OF MICHIGAN	025287 2017	MAINT - CITY HALL	195.00
STATE OF MICHIGAN	591-8172787	SECOND AVE BRIDGE REHABILITATION	11,182.86
STEVENS CUSTOM FABRICATION	22748	ALUM PLATES - SANCTUARY	289.00
STRALEY LAMP & KRAENZLEIN PC	26491	MONTHLY FEE 06/17	3,085.00
SUPERIOR FABRICATING INC	14754	MAINT - PARKS	80.00
SUPERIOR FABRICATING INC	14760	VEH MAINT - ENGINE 1	118.00
SUPERIOR FABRICATING INC	14761	VEH MAINT - AMB	49.00
SUPERIOR FABRICATING INC	14762	VEH MAINT - DPW	1,305.00
SUPERIOR FABRICATING INC	14763	VEH MAINT - DPW	675.00
SUPERIOR IMAGE CLEANING	073117	CLEANING-CH/PSF/PW/PKS/BH/TRAILHEAD	4,449.61
TAMI ROMEL	080117	FSA MEDICAL REIMB 04-06/17	250.00
THOMPSONS LINEN SERVICE	70483 07/17	UNIFORMS-PW/CEM/PKS/EQ	268.20
THUNDER BAY ELECTRIC INC	225387	SEWER/WATER MAIN - THIRD AVE	245.18
THUNDER BAY ELECTRIC INC	225429	MAINT - LIGHTS	103.38
THUNDER BAY ELECTRIC INC	225430	MAINT - LIGHTS	726.48
THUNDER BAY ELECTRIC INC	225431	TRAFF SIGNAL MAINT - MAJ ST	80.38
THUNDER BAY ELECTRIC INC	225435	CONTRACTUAL SERVICES	2,484.00
THUNDER BAY ELECTRIC INC	225463	MAINT - LIGHTS	683.23
THUNDER BAY ELECTRIC INC	225464	MAINT - LIGHTS	69.00
THUNDER BAY ELECTRIC INC	225486	MAINT - BOAT HARBOR	1,172.04
THUNDER BAY ELECTRIC INC	225487	MAINT - BOAT HARBOR	46.00
TIDELAND SIGNAL CORPORATION	56644	SUPPLIES - BOAT HARBOR	406.10
TRUGREEN PROCESSING CENTER	69652626	MAINT - CEMETERY	36.05
VALLEY TRUCK PARTS INC	3-1201527	VEH MAINT - AMB	46.12
VERIZON WIRELESS	9788981015	TELEPHONE	589.58
VERIZON WIRELESS	9789059946	TELEPHONE	953.95
VOSS LIGHTING	20160449-00	MAINT - PUBLIC WORKS	147.00

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
WAL-MART	005147	SUPPLIES - FIRE/AMB	184.90
WEINKAUF PLUMBING & HEATING INC	80417	BRIDGE MAINT - MAJ ST	337.04
WITMER PUBLIC SAFETY GROUP	1789585	UNIFORMS - FIRE/AMB	901.07
YOUNG GRAHAM & WENDLING PC	20332	WATER RATE NEGOTIATIONS	5,960.00
Total:			534,478.75

CHECKS RAN ON 7/24/17 IN ORDER TO AVOID LATE CHARGES (BREAKDOWN ATTACHED)	13,312.28
TOTAL FOR 8/7/17 COUNCIL MEETING	547,791.03

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EXP CHECK RUN DATES 07/24/2017 - 07/24/2017

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	072417	ELECTRIC	9,744.38
DTE ENERGY	072417	GAS	2,722.88
TELNET WORLDWIDE	107927	TELEPHONE	845.02
		Total:	13,312.28

Hebert, Karen

From: Berant, Jennifer
Sent: Thursday, July 27, 2017 2:18 PM
To: Adrian, Robert; Anne Gentry; Forbush, Bill; Gilmet, Donald; Hamp, Eric; Hebert, Karen; Jett, Joel; McNamara, Sean; Sullenger, Rich; Sundin, Greg
Subject: Approval Needed - New Event - Black Sheep outside fun!!

Let me know your thoughts, thank you.

From: The Black Sheep Pub [<mailto:blacksheep.alpena@gmail.com>]
Sent: Thursday, July 27, 2017 11:33 AM
To: Hebert, Karen <KarenH@ALPENA.MI.US>
Subject: Black Sheep outside fun!!

Hi Karen, we would like to have our alley closed off the day of Aug. 19th.. like 3pm until closing at 2am. Music until midnight and than a movie on our building outside afterwards. (The movie of course won't be playing as loud as a band!).

Thank you,
Kris Conger
Black Sheep Pub

1675 Green Road
Ann Arbor, MI 48105-2530

T 734.662.3246
800.653.2483
F 734.662.8083
mml.org

July 27, 2017

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Holland, September 13-15, 2017. The League's "Annual Meeting" is scheduled for 1:30 pm on Wednesday, September 13 in Ballroom I & II at the Haworth Inn and Conference Center. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) To vote on the Core Legislative Principles document.

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by August 14, 2017.

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than August 14, 2017.

RECEIVED
JUL 31 2017

CITY OF ALPENA
CLERK / TREAS / FIN DIRECTOR

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

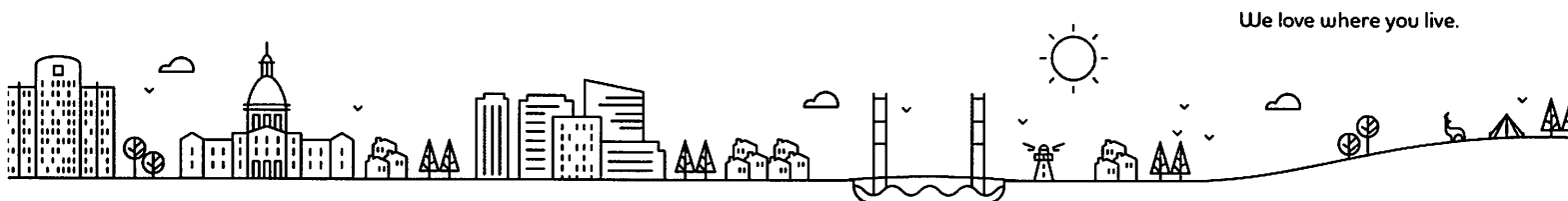
1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus the deadline this year for the League to receive resolutions is **August 14, 2017**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

Further, “Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof.”



3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 13 at CityVu Events located on the top floor of CityFlatsHotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Rosalynn Bliss

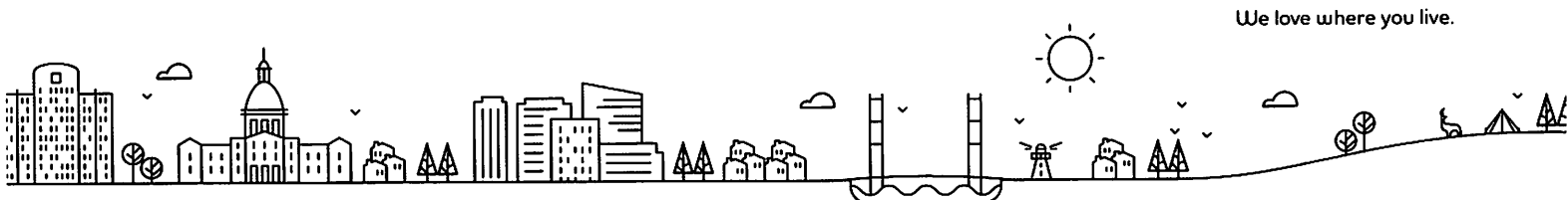
President

Mayor of Grand Rapids



Daniel P. Gilmartin

Executive Director & CEO



Berant, Jennifer

From: Zachary Irving <zachary.irving@gmail.com>
Sent: Thursday, August 03, 2017 2:34 PM
To: Berant, Jennifer
Subject: Application For Rotary Island

Hello,

My name is Zachary Irving. I am with the "Thunder Bay Film Society" and we are putting on our first Film Festival this year! We are incorporating live music as well to promote local artists. We have multiple venues around the downtown area to promote not just one place but all and to cater to all types of public. I am contacting you to see if we can use the pavilion on Rotary Island for 3 hrs on Saturday, August 19th from 3 - 6 pm. I have made up most of the application and we do have a budget to pay to use the area. Just want to know if it is available on that date.

Thank you and hope to hear from you soon.

Zachary R. Irving
zachary.irving@gmail.com
989.590.8354



APPLICATION FOR PERMIT/RESERVATION

SMALL EVENT APPLICATION (Less than 100 People)

City of Alpena
208 N. First Avenue, Alpena, MI 49707
(989) 354-1720 – fax (989) 354-1709

Facility Needed: Rotary Island 8/19/17 Beginning Time 3pm am/pm
Day Date

Approximate Number of People in Party 50 to 80 Ending Time 6pm am/pm

Event Description Sunrise 45 Film Fest Musicians

Name of Organization: Thunder Bay Film Society

Name of Applicant: Zachary R. Irving Phone Number: 989-590-8354

Address Applicant: 318 S 11th Ave zachary.irving@gmail.com
Email:

Applicant's Signature: Zachary Irving Date: 8/03/17

Reservation of a facility does not guarantee full use of other park facilities.

Mark ALL facilities you are requesting the use of

Parks Available for Reservation

Bay View Park		Mich-e-ke-wis Park	
<input type="checkbox"/>	Four Tennis Courts - \$5/court/hr	<input type="checkbox"/>	Building - \$125 plus \$100 deposit (includes 8 tables & refuse receptacles)
<input type="checkbox"/>	Three Basketball Courts - \$5/court/hr		
<input type="checkbox"/>	Band Shell - \$200 deposit		
		Starlite Beach	
<input type="checkbox"/>	Building – Fees/Rentals through McRae Park Association	<input type="checkbox"/>	Pavilion - \$50 plus \$100 deposit (includes 20 picnic tables & 4 refuse receptacles)
<input type="checkbox"/>	Two Tennis Courts - \$5/court/hr		
<input type="checkbox"/>	Two Basketball Courts - \$5/court/hr	Culligan Plaza	
		<input type="checkbox"/>	Open gathering area - \$50 per max 4 hour event

Return completed form with fee (by check) to City of Alpena Clerk's Office, 208 N. First Avenue, Alpena, MI, 49707. All questions can be directed to the City Clerk at (989) 354-1720, Monday through Friday, from 8 a.m. to 5 p.m.

- I. The purpose and character of the proposed Event is as follows:

We are hi-lighting the area's artists and making an interactive festival where you can see festival films and walk though local artists between the festival venues.

- II. The proposed Event is to be conducted at (address):

Rotary Island Pavilion

- III. The dates and hours during which the proposed Event is to be conducted are as follows:

Saturday August 19th from 3pm - 6pm

- IV. Applicant estimates that the maximum number of persons expected at the Event for each day it is conducted is:

People will be passing through and we have estimated it to be at a max of 50 to 80 people at one time.

- V. The applicant hereby agrees to observe and obey the minimum requirements contained in this policy and the laws of the City of Alpena, County of Alpena, and the State of Michigan. The applicant furthermore agrees to cooperate in all manners with law enforcement officials as the need may arise.
- VI. **HOLD HARMLESS CLAUSE:** The Person shall defend, pay on behalf of, and hold harmless the City of Alpena, its employees, agents, public officials, and volunteers from and against any and all losses, damages, expenses, claims, suits, and demand of whatever nature resulting from damages or injuries, including death, to any persons or property, and including any claim for losses incurred by reason of project delay, impact (soft) costs, or other intangible losses that might result from Person late or defective performance, caused by or arising out of any action, omission, or operation performed in connection with work attributable to this contract; provided, however, the Person shall not be required to indemnify the City of Alpena, its employees, agents, public officials, and volunteers for any damages or injuries, including death, to any person or property caused solely and exclusively by the negligence of the City of Alpena, its employees, public officials, and volunteers.



City Hall
208 North First Avenue
Alpena, Michigan 49707
www.alpena.mi.us

PROCLAMATION

Breastfeeding Awareness Month

WHEREAS, The World Health Organization and UNICEF have identified breastfeeding as a global health priority since 1990; and

WHEREAS, the newly formed Sunrise Side Breastfeeding Coalition's goal is to promote, protect, and support breastfeeding through community awareness, and to increase the awareness of the benefits and support for breastfeeding families in Northeast Michigan, and to promote breastfeeding as the gold standard for optimal infant health.

NOW, THEREFORE, I, Matthew J. Waligora, by virtue of the authority vested in me as Mayor of the City of Alpena, **DO HEREBY PROCLAIM**, the month of August, 2017 as:

BREASTFEEDING AWARENESS MONTH

in Alpena, and urge all area citizens to recognize the importance of breastfeeding and support the efforts of the Sunrise Side Breastfeeding Coalition.

Signed at Alpena, Michigan this 7th day of August 2017.

Matthew J. Waligora
Mayor



June 14, 2017

City of Alpena
Attn: Greg Sundin, City Manager
208 N. First Ave.
Alpena, MI 49707

Dear Mr. Sundin:

As you may know, the Michigan legislature passed Public Act 480, known as the Uniform Video Services Franchise Act ("Act") in 2006, and it became effective on January 1, 2007. The Michigan Public Service Commission has released the Uniform Video Service Local Franchise Agreement ("Agreement") for use by cable operators and municipalities going forward.

Charter Communications is hereby filing for a franchise under the terms and conditions of the uniform Agreement established by the state of Michigan. Therefore, please see the enclosed Agreement.

Franchise Fees: As you review the Agreement, please note the franchise fee section. On page four of the Agreement, the directions stipulate that the municipality must indicate the franchise fee percentage they wish Charter to collect from customers for the term of the Agreement (from 0 to 5%). Therefore, if your community chooses to elect a franchise fee to be collected from customers and paid to your community, as allowed by the Act, please write the franchise fee percentage (%) in the blank on page four, paragraph VI.

PEG Fees: Your community currently does not impose a fee for support of Public, Educational, and Government ("PEG") channels, nor does this apply as your community does not operate a PEG channel on the cable system. This amount, on page six of the Agreement, should remain at zero, in keeping with the Act.

I have enclosed two originals of the Agreement and both have been signed by an authorized Charter representative.

Please complete and sign **both** documents and return one fully executed (**signed and dated**) original to me using the enclosed self-addressed envelope. Be sure that you keep one signed/dated original for your records.

Charter Communications is proud to provide our products and services in your community and we are committed to providing the highest level of customer service to our customers. Should you have any questions on the materials I've provided or the processes and steps described above, please call me at (906) 401-0616 or via email at don.gladwell@charter.com.

Sincerely,

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

Don Gladwell
Manager, State Government Affairs

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Alpena, a Michigan municipal corporation (the "Franchising Entity"), and CC VIII Operating, a Delaware Limited Liability corporation doing business as Charter Communications.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(I) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Alpena:

City of Alpena

208 N. First Ave.

Alpena, MI 49707

Attn: City Manager

Fax No.: 989-354-1709

Charter Communications

12405 Powerscourt Drive

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous


- A. Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B.** The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E.** The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Alpena, a Michigan Municipal Corporation

By _____
Print Name
City Manager
Title
208 N. First Ave.
Address
Alpena, MI 49707
City, State, Zip
989-354-1711
Phone
989-354-1709
Fax
Email

CC VIII Operating, a Delaware Limited Liability corporation doing business as Charter Communications


By _____
Paul Abbot
Print Name
Vice President, Local Government Affairs
and Franchising
Title
12405 Powerscourt Dr.
Address
St. Louis, MO 63131
City, State, Zip
774-243-9738
Phone
314-965-8793
Fax
Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: June 16, 2017		
Applicant's Name: CC VIII Operating, a Delaware Limited Liability Corporation		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone: 314-965-0555
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 38-2558446		

Company executive officers:

Name(s): Thomas M. Rutledge
Title(s): President and Chief Executive Officer

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Marilyn Passmore		
Title: Director, Government Affairs		
Address: 4670 E. Fulton, #102, Ada, MI 49301		
Phone: 616-607-2377	Fax: 616-975-1107	Email: marilyn.passmore@charter.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

The area provided service is the City of Alpena. Upon Request, Charter Communications shall provide route maps showing the location of the Cable System, to Municipality, access to "as-built" maps, and updated route maps to reflect any changes. Municipality shall give Grantee a minimum of 48 hours notice of the request to view "as-built" maps, unless there exists an emergency situation requiring earlier viewing. Charter Communications' local office and engineering contact information (engineering drawings/"as-built" map address) is listed below. This information also applies to 24 hour emergencies:

Keith Schierbeek-Director of Field Operations
1433 Fulton Street
Grand Haven, MI 49417
Phone: 616-607-2302
email: keith.schierbeek@charter.com

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, Paul Abbott, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Paul Abbott, Vice President Local Gov't Affairs and Franchising

Signature:

Paul Abbott

Date:

6/9/2017

(Franchising Entity)

City of Alpena, a Michigan municipal corporation

By

Print Name

City Manager

Title

208 N. First Ave.

Address

Alpena, MI 49707

City, State, Zip

989-354-1711

Phone

989-354-1709

Fax

Email

Date

Memorandum



TO: Mayor Waligora and Municipal Council

FROM: Karen Hebert, City Clerk/Treasurer/Finance Director

DATE: August 1, 2017

SUBJECT: Request for Proposals (RFP) - Property and Liability Insurance

The City went out for property and liability insurance proposals in 2011. Alpena Agency, Inc. was chosen and the City has carried insurance with them for six years. It has been a very good working relationship and costs have held to a reasonable level, though the City had a few years with high claims. Their contract expires December 1, 2017.

If Council concurs I will solicit a Request for Proposals (RFP) for a three year term and then three (3), one year renewals if agreed upon by both parties. The bids will be due by September 29, 2017. This will allow time to review and compare the proposals and bring a recommendation back to council in early November.

I have attached the Notice of RFP and the Bid Proposal Summary for your review.

NOTICE

REQUEST FOR INSURANCE PROPOSALS

The City of Alpena will receive sealed proposals in the office of the City Clerk/ Treasurer/ Finance Director, Alpena City Hall, 208 N. First Avenue, Alpena, Michigan, 49707, until 4:00 p.m., Friday, September 29, 2017, for property and liability insurance.

The purpose of this Request for Proposals is to contract with one insurance agent to obtain property and liability insurance coverage. The period of the contract is for three (3) consecutive years and three (3) one-year renewals if agreed to by both parties. The coverage would begin December 1, 2017, and end November 30, 2023.

The Request for Proposal Specifications are available in the City Clerk/ Treasurer/ Finance Director's Office at 208 N. First Avenue. Requests or questions about the specifications can be directed to the City Clerk/Treasurer/Finance Director's Office via letter, written facsimile (989) 354-1709 or e-mail to karenh@alpena.mi.us.

The City reserves the right to reject any and all proposals and to waive irregularities in proposals and to accept any proposal which in the opinion of the City Council may be most advantageous to the City of Alpena and/or in accordance with the City's "Award Process" and other bidding documents.

Place your completed and signed Questionnaire and Proposal and Reference List in an envelope marked "SEALED PROPOSALS – 2017 Property and Liability Insurance". The proposal should be mailed or delivered directly to the Clerk/Treasurer/ Finance Director's Office at City Hall no later than 4 p.m. on September 29, 2017.

City of Alpena

Karen Hebert
City Clerk/Treasurer/Finance Director

BID PROPOSAL SUMMARY

PURPOSE: The purpose of this Request for Proposals is to contract with one insurance agent to obtain the insurance coverage outlined herein for the City of Alpena. The period of the contract is for three (3) consecutive years and three (3) one-year renewals if agreed to by both parties. The coverage would begin December 1, 2017 and end November 30, 2023.

1. **BACKGROUND:** The City of Alpena is a local municipality providing general city government services and utility services to residential, commercial and industrial taxpayers/users. The City of Alpena 2010 census population is 10,483. The City's website, www.alpena.mi.us includes information on City services, demographics, budgets and comprehensive annual financial reports.
2. **STATEMENT OF NEEDS:** The City wishes to have insurance coverage and related services provided based on the information in this RFP. Attachments A through E outline the current insurance limits, 5-year loss history and property, vehicle and equipment schedules. *Optional quotes will be accepted and reviewed.*
3. **REFERENCES:** Please provide names, addresses, telephone numbers and individual contacts of at least three current accounts of similar size and complexity.
4. **EVALUATION FACTORS:** Proposals will be evaluated using the following criteria:
 - 4.1. Experience in providing the desired insurance and related services.
 - 4.2. References.
 - 4.3. Proposed insurance coverages.
 - 4.4. Proposed claims handling procedures and support.
 - 4.5. Proposed insurance coverage costs.

The City reserves the right to reject any and all proposals and to waive irregularities in proposals and to accept any proposal which in the opinion of the City Council may be most advantageous to the City of Alpena and/or in accordance with the City's "Award Process" and other bidding documents.

5. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:** Place your completed and signed Questionnaire and Proposal and Reference List in an envelope marked "SEALED PROPOSALS – 2017 Property and Liability Insurance". The proposal should be mailed or delivered directly to the Clerk/Treasurer/ Finance Director's Office at City Hall no later than 4 p.m. on September 29, 2017.


Memorandum



Date: August 1, 2017

To: Karen Hebert, City Clerk/Treasurer/Finance Director

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer 

Subject: Water Recycling Plant Boiler Replacement

The City of Alpena solicited bids for the replacement of the digester boiler at the Water Recycling Plant. Bid documents were sent to various local and Northern Michigan mechanical contractors. The City held a pre-bid walk through with (6) firms attending to review the project and ask any questions they may have regarding the project.

Bids were opened on June 6, 2017, with only one bid received. That bid was from Weinkauff Plumbing and Heating in the amount of \$164,155. The City, based on previous estimates, has \$90,000 established for this project. We contacted the contractors who had attended the pre-bid walk through regarding their decision to not bid. All indicated work schedules, and workload as the reason they elected to not bid.

Since the bid opening, Mike Kieliszewski has worked with Spicer group who developed the bids specifications for the project on options, deduct alternates, etc., to try and reduce the project. Weinkauff has worked with the City and the consultant to provide pricing for optional deducts and discuss alternatives. I have also spoken with Mike Glowinski regarding the project, if it can be delayed, or reduced in scope. As this boiler is used to heat the digester, a critical part of the treatment process, it needs to be replaced before winter. Thus, we looked at projects which could be delayed to provide the funding necessary to complete this project in its entirety.

The City has \$120,000 in the budget for replacement of (3) chemical storage tanks. Since development of the project, Suez employees have undertaken repairs on these tanks and corrected the short term issues. While they still need to be replaced, we can delay them until next fiscal year and commit the funding for the boiler replacement.

It is my recommendation, as City Engineer, that the boiler replacement project at the Water Recycling Plant be awarded to Weinkauff Plumbing and Heating in the amount of \$164,155.

City of Alpena

Bid Name: Waste Water Treatment Plant Boiler Replacement

RICH & MIKE K.
PRESENT @ BID OPENING

Bid Open Date: Tuesday, June 6, 2017 @ 2:00 pm

Bidder	Addendum	Bid Security	Base Bid	Remarks
Weinkauf Alpena	#1 ✓ #2 ✓ #3 #4 #5 #6	✓	\$ 164,155 ⁰⁰	
	#1 #2 #3 #4 #5 #6		\$	
	#1 #2 #3 #4 #5 #6		\$	
	#1 #2 #3 #4 #5 #6		\$	



Project: 2017 WWTP Boiler Replacement

Date: 02/28/2017 @ 1:00 pm

el

- ☐ Grade Inspection
- ☒ Pre-Bid
- ☐ Pre-Construction
- ☐ Public Information
- ☐ Utility Meeting
- ☐ General Planning
- ☐ Project Finalization

Name	Company & Address	Phone No.	Email Address
Mike Kieliszewski	City of Alpena 208 North First Avenue	354-1760	mikek@alpena.mi.us
Dave Weinbauer	LAKE SHORE P&H	354-7574	JIMMILLAN59@HOTMAIL.COM
Jeff Kauffman	Control Solutions	319-2404	jkauffman@controlyourbuilding
Brian Pegg	Lake Shore	354-7574	
Chad Canby	Schroen + Wood	231-420-0813	chad@schroenwoodllc.com
Matt Kaise	Gard H Plumbing & Heating	884-2885	gnhplumbingandheating@gmail.com
GARY SUSZEK	Alpena Supply	884-4163	garysuszek@alpenasupply.com
Teresa Deabau	Weinkauff Plumbing & Heating	354-5427	teresa.d@weinkauffph.com
Scott Polan	Wise Heating & Cooling	989-345-0680	wise_heating@yahoo.com
AARON WOSEK	SPICE GROUP - ENGINEER	231-645-5992	aaron.wosek@spice.com

RESOLUTION NO. 2017-08**A RESOLUTION OF SUPPORT FOR SEEKING ALTERNATIVE WAYS TO TRANSPORT CRUDE OIL AND NATURAL GAS AND THE DECOMMISSIONING OF ENBRIDGE LINE 5 PIPELINE UNDER THE STRAITS OF MACKINAC**

WHEREAS, Line 5 is a set of 64-year-old pipelines that run under the Straits of Mackinac and had an expected life span of 50 years when it began operations in 1953; and

WHEREAS, the Great Lakes contain 20% of the world's fresh, available, surface water and the citizens of Alpena are among 35 million Michiganders who depend on water from the Great Lakes as a source for fresh drinking water; and

WHEREAS, one in every five jobs in Michigan is linked to the high quality of fresh water in the Great Lakes; and

WHEREAS, Alpena is among the communities in Michigan who depend on Recreational Tourism, agriculture, fisheries, shipping and industry, and depends on the health of the Great Lakes; and

WHEREAS, Alpena depends on tourism related to the Great Lakes, which is one of Michigan's largest income industries bringing in billions of visitors' dollars each year; and

WHEREAS, as Michiganders we have a responsibility to be wise stewards of the waters of our State for generations to come; and

WHEREAS, protection of Michigan's water supplies and resources is better accomplished by prevention of contamination and environmental degradation, rather than attempting to clean up contamination and trying to restore the Great Lakes after the fact;

NOW, THEREFORE, BE IT RESOLVED that on the 7th day of August, 2017, the City of Alpena supports: 1) finding an alternative method and route of transporting crude oil and natural gas other than under the Great Lakes, and 2) the decommissioning of Line 5 under the Straits of Mackinac, and

BE IT FURTHER RESOLVED that the City of Alpena send a letter to Governor Rick Snyder, Attorney General Bill Schuette, our State Representatives, and Senators and our U.S. Representatives and Senators calling on them to work toward an alternative method and route and the decommissioning of Line 5.

Councilmember _____ moved to adopt the above resolution, seconded by Councilmember _____.

Ayes:

Nays:

Absent:

Resolution declared adopted.

I, Karen Hebert, City Clerk of the City of Alpena, **DO HEREBY CERTIFY** that the above is a true copy of a resolution adopted by the Municipal Council at its regular meeting held August 7, 2017.

Karen Hebert

City Clerk

July 28, 2017

Karen Herbert, City Clerk
City Hall
208 N 1st Avenue
Alpena, MI 49707

Dear Ms. Herbert:

This is my written request to have a few minutes on the August 7th city council meeting agenda to address the council on getting the City of Alpena on board with a commitment to uphold the Paris Climate Agreement goals by joining the [Climate Mayors](#) in this movement. When I stood for comments at the city council meeting on June 19th, the number of cities that had signed on stood at 313, and today that number is at 362.

My hope and that of membership in two large community groups in which I'm an active member here in Alpena, The People for Social Justice and the Action Group of Northeast Michigan, is that Alpena also commit to uphold the goals of the Paris Climate Agreement. I've obtained resolution language from the City of San Antonio, TX in their adoption of this commitment and that draft resolution is enclosed. Also to refresh the Council on what this commitment may look like, here are some of the points I shared in my statement at the meeting on June 19th.

Beyond the language that cities are using in their public statements, some important points to note about the goals of the Paris Climate Agreement are:

- 1) Members who sign on are committing to work to hold warming of the global average temperature to below 2 degrees C.***
- 2) Members can independently decide on how to lower their carbon emissions.***
- 3) One binding aspect of the agreement is the requirement to report on progress.***
- 4) Last but not least, the Paris Agreement calls out the power of nature, specifically forests, to reduce climate change. So when I look at something like the Tree Planting Partnership Program happening here in Alpena, I know we've already got the framework in place for signing on.***

I look forward to initiating the discussion of this on the agenda of the August 7th meeting. If you have any questions or need further information, you can reach me by email at christinag@siddintl.com or home phone [\(989\)340-1668](tel:9893401668) or cell [\(614\)314-0210](tel:6143140210).

Thank you for your time.

Sincerely,



Christina Getachew
417 S 2nd Ave
Alpena, MI 49707

**THIS IS A PROPOSED DRAFT AND WILL BE REPLACED BY THE FINAL,
SIGNED ORDINANCE OR RESOLUTION ADOPTED BY THE CITY
COUNCIL**

A RESOLUTION

**OF THE CITY OF SAN ANTONIO IN SUPPORT OF THE PARIS
AGREEMENT.**

* * * * *

WHEREAS, consensus exists among the world's leading climate scientists that global warming caused by emissions of greenhouse gases from human activities is among the most significant problems facing the world today; and

WHEREAS, documented impacts of global warming include but are not limited to increased occurrences of extreme weather events, adverse impacts on ecosystems, demographic patterns and economic value chains; and

WHEREAS, responding to the climate change provides communities an opportunity to access first mover advantage in the range of products, services and know-how that transitioning to a climate-compatible future brings; and

WHEREAS, the Paris Agreement resulted in a commitment from almost every nation to take action and enact programs to limit global temperature increase to less than two degrees celsius, with an expectation that this goal would be reduced to 1.5 degrees in the future; **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City of San Antonio indicates its commitment to reducing greenhouse gas emissions and joins other U.S. cities in the Mayors National Climate Action Agenda network in adopting and supporting the goals of the Paris Agreement adopted on December 12, 2015, in the addendum to the report of the Conference of the Parties on its twenty-first session.

SECTION 2. The City of San Antonio commits to exploring the potential benefits and costs of adopting policies and programs that promote the long-term goal of greenhouse gas emissions reduction while maximizing economic and social co-benefits of such action.

SECTION 3. This Resolution shall be effective immediately upon the receipt of eight affirmative votes, or, in the event eight affirmative votes are not received, ten days after approval.

PASSED AND APPROVED this 22nd day of June, 2017.

**M A Y O R
Ron Nirenberg**

CH
06/22/2017
Item No. ##.

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Andrew Segovia, City Attorney

DRAFT



Memorandum

Date: July 6, 2017

To: Anne Gentry, DDA Director

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer

Subject: Optional Second Avenue Two-Way Street On Street Parking

City staff was approached by individuals within the Downtown requesting that we re-evaluate the potential for on street parking along Second Avenue between Chisholm Street and River Street. Our original design concept provided for parking only along the South side of the street.

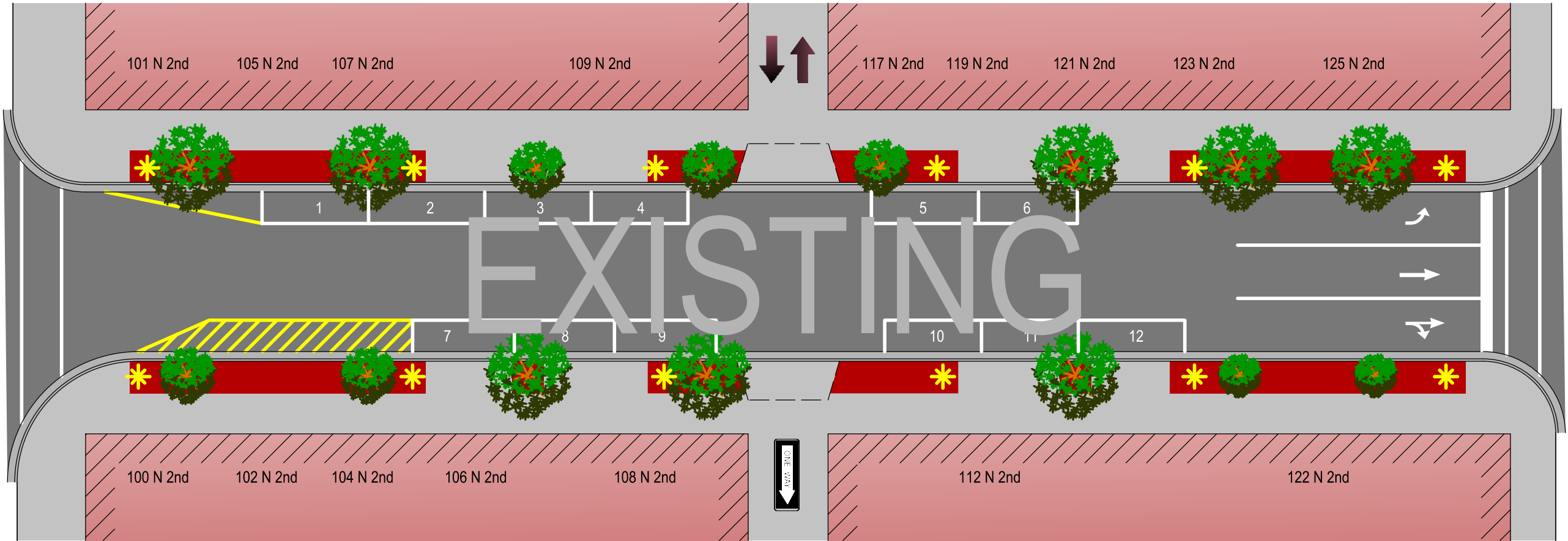
Steve Shultz and I both independently reviewed design standards, minimum criteria, and impact from implementing parking along both sides of this street section. To accommodate it, would require the use of two 11' lanes and 7' wide parking stalls along both sides of the street. Our standard lane width is 12' and our standard parking stall width is 8'.

During our review we found that the use of an 11' wide lane is permissible, not recommended, but permissible for low speed medium volume streets. This section of Second Avenue would fit within that category. This width scenario also falls within the Michigan Department of Transportation's "Uniform Criteria for Major Streets" as an existing major Street.

The attached drawing depicts the proposed parking revisions and accommodates 3 additional on street parking spaces than is presently there and 9 more than the previous two-way street design approved by City Council. This is the minimum allowed from our research while still meeting standards, and falls below the normal widths used by the City.



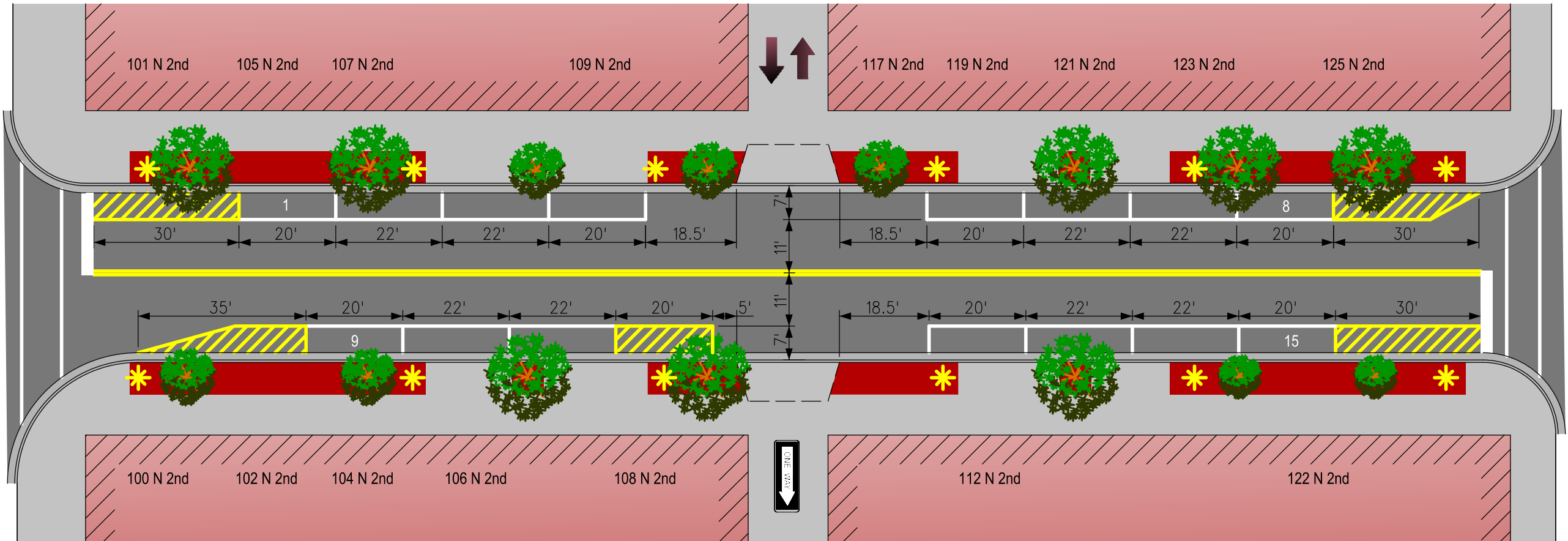
Chisholm Street (US-23)



River Street

Park Place

Chisholm Street (US-23)



River Street

Park Place