

The Building Authority Commission Will Conduct a Brief Meeting at 5:45 p.m.

ALPENA CITY COUNCIL MEETING

December 7, 2020 – 6:00 p.m.

AGENDA

This meeting will be held virtually. The login Information for virtual access is:

<https://www.gotomeet.me/CityofAlpena> or the Dial-In Number is

1 (646)749-3112. Access Code: 667-050-061.

1. Call to Order.
2. Pledge of Allegiance.
3. Approval and Modification of the Agenda.
4. Approve Minutes –Regular Session of November 16, 2020.
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. Public Hearing.
7. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$168,719.37.
 - B. 2021 Council Meeting Schedule.
 - C. Approval of the Memorial Day, Fourth of July, and Christmas Parades Held Within the City Limits in 2021.
 - D. Collection of 2021 Property Taxes for Alpena Public Schools.
 - E. Amended CPS 21, Guidelines for Poverty Exemption.
 - F. Soda Vending Contract Renewal.
 - G. Council Appointment of Kathleen Melville-Hall to the Recreation Advisory Board for a Three-Year Term Expiring on December 1, 2023.
 - H. Alpena County Designated Assessor.
8. Presentations.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.
12. Communications and Petitions.
13. Unfinished Business.
 - A. Farmer's Market Lease of Mich-E-Ke-Wis Warming Shelter – Rich Sullenger, City Engineer.
 - B. Intergovernmental Agreement for Fire Department Organizational and Response Service. – Bill Forbush, City Fire Chief.

14. New Business.
 - A. Public Works Service Center Mechanical Maintenance – Rich Sullenger, City Engineer.
 - B. Audible Pedestrian Signal Chisholm Street and Third Avenue – Rich Sullenger, City Engineer.
 - C. Water Recycling Plant PVP Pump Contract Modification 2 – Rich Sullenger, City Engineer.
 - D. Neighborhood Enhancement Program Grant – Andrea Kares, Director of Planning & Economic Development.
15. Adjourn to Closed Session to Discuss Pending Litigation between the City of Alpena and the Charter Township of Alpena.
16. Return to Open Session.
17. Adjourn.

Rachel R. Smolinski
City Manager

COUNCIL PROCEEDINGS

November 16, 2020

The Municipal Council of the City of Alpena met in regular session via teleconference on the above date and was called to order at 6:02 p.m. by the Mayor.

Present: Mayor Waligora, Mayor Pro Tem Johnson, Councilmembers Nowak, Hess, and Mitchell.

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to approve the agenda.

Motion carried 5-0.

MODIFICATION OF AGENDA

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to add Property at 402 Washington Avenue to the Report of Officers section of the agenda.

Motion carried 5-0.

MINUTES

The minutes of the regular and closed sessions of November 2, 2020 and the special session of November 10, 2020 meetings were approved as printed.

CONSENT AGENDA

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, that the following Consent Agenda items be approved:

1. Bills Allowed – in the Amount of \$425,574.58 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
2. Council Reappointment of Elwood Anderson, Dennis Bray, Alan Guest, Cary Keller and Mike Lambie to the Zoning Board of Appeals for a Three-Year Term Expiring on November 1, 2023.
3. Mayoral Reappointment of Mike Mahler to the Downtown Development Authority for a Four-Year Term Expiring on November 1, 2024.
4. Mayoral Appointment of Jessica Luther to the Historic District Commission for a Three-Year Term Expiring on November 1, 2023.
5. Council Appointment of Claire Kostelic and Christie Werda to the Planning Commission for a Three-Year Term Expiring on November 1, 2023.
6. Council Appointment of Jesse Pattison to the Recreational Advisory Board for a Three-Year Term Expiring on November 1, 2023.
7. Council Appointment of Tanner Kostelic to the Harbor Advisory Committee for a Three-Year Term Expiring on November 1, 2023.

Motion carried 5-0.

CITY MANAGER REPORT

City Manager Rachel Smolinski gave an update on property located at 402 Washington Avenue.

EVERGREEN CEMETERY REGULATION CHANGES

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to postpone a decision on proposed changes to Evergreen Cemetery Regulations until January 18, 2021.

Motion carried 5-0.

FARMER’S MARKET LEASE AGREEMENT

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to postpone a decision on the Farmer’s Market Lease of Mich-e-ke-wis warming shelter until December 7, 2020.

Motion carried 5-0.

BID - DESKTOP PURCHASE

The following sealed bids were received on October 27, 2020 for the purchase of desktops.

1010 Technology	\$15,270.25
Wyant Computer	\$12,144.46
Dell Technologies	\$12,660.75
The Horus Group	\$13,241.47
Abadata	\$16,337.00
Applied Imaging	\$15,473.57
CDWG	\$15,883.95
Howard Technology	\$17,289.00
Hypertec Direct	\$14,062.74

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to award the bid for desktops to Wyant Computer Services, in the amount of \$12,144.46.

Motion carried 5-0.

RADIUS RESIDENCY REQUIREMENT

Moved by Councilmember Hess, seconded by Councilmember Mitchell, to

extend the 20-mile radius residency requirement for non-emergency personnel to 30 miles from the nearest City limit.

Motion carried 5-0.

ADJOURN

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 6:33 p.m.

Matthew Waligora
Mayor

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

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EXP CHECK RUN DATES 12/08/2020 - 12/08/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

7.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9106946505	VEH MAINT - DPW	16.63
AIS	T27072	VEH MAINT - DPW	800.29
ALPENA DIESEL SERVICE	66902	VEH MAINT - DPW	178.85
ALPENA DIESEL SERVICE	66818	VEH MAINT - DPW	158.52
ALPENA DOWNTOWN DEVELOPMENT	120120	DOWNTOWN DOLLARS - DDA	5,000.00
ALPENA POWER COMPANY	120820	ELECTRIC	14,772.49
ALPENA STREET PERFORMERS	107A	STREET PERFORMERS - DDA	250.00
AMAYAH HATCH	AP20-1424C	AMBULANCE REFUND	659.00
AMAZON CAPITAL SERVICES INC	1XK4-GT4Y-GHK4	SUPPLIES - CITY HALL	8.06
AMAZON CAPITAL SERVICES INC	1MY6-DJ7G-94VG	CHRISTMAS DECORATIONS - PW	123.94
AMAZON CAPITAL SERVICES INC	1G77-4RXN-T6QK	COVID SUPPLIES - CITY HALL	51.96
AMAZON CAPITAL SERVICES INC	1XLR-6YDF-M1DD	SUPPLIES - PUBLIC WORKS	80.94
AMAZON CAPITAL SERVICES INC	13C6-M9NQ-149H	SUPPLIES - IT	591.68
ANNE GENTRY	120220	REIMB CELL PHONE/WREATH EXP - DDA	250.00
BEATRICE RICHARD	AP20-1637C	AMBULANCE REFUND	153.70
BERG ASSESSING & CONSULTING INC	112520	ASSESSING CONTRACTED SVCS 12/20	7,083.00
BOUND TREE MEDICAL LLC	83843604	SUPPLIES - EMS DISP	174.90
BOUND TREE MEDICAL LLC	83843605	SUPPLIES - EMS DISP	36.58
BOUND TREE MEDICAL LLC	83845464	SUPPLIES - EMS DISP	9.52
BOUND TREE MEDICAL LLC	83850848	SUPPLIES - EMS DISP	140.90
BOUND TREE MEDICAL LLC	83850849	SUPPLIES - EMS DISP	33.98
BOUND TREE MEDICAL LLC	83856381	SUPPLIES - EMS DISP	161.00
CHARTER COMMUNICATIONS	0591 12/20	FAX LINE - CITY HALL	79.98
CHARTER COMMUNICATIONS	5434 12/20	FAX LINE - PUBLIC SAFETY	39.99
CITY OF ALPENA	213-001 1220	SEW/WATER - MCRAE PK	246.90
CITY OF ALPENA	214-001 1220	SEW/WATER - MCRAE CONC STND	71.66
CITY OF ALPENA	214-007 1220	SEW/WATER - 9TH AVE TWR	677.29
CITY OF ALPENA	4524-001 1220	SEW/WATER - LONG LK COLD STORAGE	49.80
CITY OF ALPENA	6431-001 1220	SEW/WATER - N RIVERFRONT PK	44.85
CITY OF ALPENA	6432-001 1220	SEW/WATER - LONG LK AVE	929.70
CITY OF ALPENA	10354-001 1220	SEW/WATER - TRAILHEAD	102.36
DEAN ARBOUR FORD LINCOLN MERCURY	31027	VEH MAINT - DPW	63.24
DONALD H GILMET	113020	MILEAGE 11/20	381.90
DTE ENERGY	120820	GAS	213.26
DTE ENERGY	113020	GAS - DDA	62.23
EAGLE SUPPLY CO	116677	SUPPLIES - FIRE/EMS	314.00
ELECTION SOURCE	20-56531	SUPPLIES - ELECTION	375.00
ETNA SUPPLY	S103769403.001	MAINT - MAJ/LOC ST	1,900.00
EVERETT GOODRICH TRUCKING	HMA 2020-04	HMA PATCHING 2020	13,803.38
FALLS CREEK PRODUCE AND FLOWERS	155	GREENERY - DDA	1,373.00
FAMILY ENTERPRISE EMBROIDERY	64618	UNIFORMS - PUBLIC WORKS	111.00
FASTENAL COMPANY	MIALP179522	VEH MAINT - DPW	91.75
FASTENAL COMPANY	MIALP179654	VEH MAINT - DPW	3.28
FASTENAL COMPANY	MIALP179372	VEH MAINT - DPW	77.74
GALLS LLC	016923605	UNIFORMS - POLICE	171.49
GALLS LLC	016942180	UNIFORMS - FIRE/EMS	169.51
GALLS LLC	016947311	UNIFORMS - FIRE/EMS	16.26
GALLS LLC	01690821	UNIFORMS - POLICE	171.45
HAVILAND	375859	SODIUM HYPOCHLORITE - SEWER	4,345.55
HAVILAND	376135	SODIUM HYPOCHLORITE - WATER	4,734.98
HOLLAND SUPPLY INC	123070	SUPPLIES - CEMETERY	546.64
HOME DEPOT CREDIT SERVICES	H2723-135723	LITHIUM CO DETECTORS - FIRE	2,981.80
HOME DEPOT CREDIT SERVICES	9063511	SUPPLIES - FIRE/EMS	19.92
HOME DEPOT CREDIT SERVICES	8063542	SUPPLIES - PARKS	59.27
HOME DEPOT CREDIT SERVICES	9521035	SUPPLIES - CITY HALL	73.97
HOME DEPOT CREDIT SERVICES	1064460	SUPPLIES - FIRE/EMS	205.44
HOME DEPOT CREDIT SERVICES	5115703	SUPPLIES - POLICE	35.43
INDUSTRIAL SAFETY LLC	70949	SUPPLIES - EMS DISP/COVID	970.00
INNOVYZE INC	Q-68691	GIS UTILITY SOFTWARE	4,245.00
JOHN BRODZIAK	111620	WORK APPAREL ALLOW - PW	54.86
JOHN NYE	112320	SAFETY SHOE ALLOW - PKS	243.00
MACARTHUR CONSTRUCTION INC	111820	REPLACE SEWER SERVICES	6,850.00
MACARTHUR CONSTRUCTION INC	111820A	REPLACE WATER SVCS	1,000.00
MACARTHUR CONSTRUCTION INC	111820B	REPLACE WATER SVCS	1,000.00
MACARTHUR CONSTRUCTION INC	111820C	REPLACE WATER SVCS	1,000.00
MACARTHUR CONSTRUCTION INC	111820D	REPLACE WATER SVCS	1,000.00
MACARTHUR CONSTRUCTION INC	111820E	MAINT - WATER	3,500.00
MACARTHUR CONSTRUCTION INC	111820F	MAINT - WATER	14,607.00
MCDONALD AUTO SUPPLY INC	942021	VEH MAINT - FIRE EQ	144.85
MHR BILLING	3780	BILLING 10/20 - EMS	11,900.65
MICHIGAN PIPE & VALVE	T010781	STORES - BOX BOTTOM	650.00
MILLER OFFICE MACHINES	AR13153	SUPPLIES - IT	496.00

INVOICE REGISTER

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EXP CHECK RUN DATES 12/08/2020 - 12/08/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
MISS DIG SYSTEM INC	20210015	2020 PARTICIPATION FEE	4,331.05
NOVELTY LIGHTS.COM	SI-12353704	CHRISTMAS DECORATIONS - PW	514.40
ONLINE STORES INC	271954	SUPPLIES - CEMETERY	1,073.02
PRATTScape LLC	120820	TREE PLANTING - DDA	3,450.00
PREMIUM HYDRO SOLUTIONS LLC	1004	MAINT - PUBLIC SAFETY BLDG	270.00
RAPID RESULTS	11429	DRUG SCREEN - PW/PKS	60.00
RAPID RESULTS	11437	DOT PHYSICAL - PW	100.00
RAPID RESULTS	11481	DRUG SCREEN - PW	30.00
ROBERT WHELOCK	111720	WORK APPAREL ALLOW - PW	50.88
RR DONNELLEY	445221826	SUPPLIES - CLERK/TREAS	309.23
SEVAN K INC	303 11/20	VEH MAINT - EQ	18.00
SEVAN K INC	313 11/20	VEH MAINT - POLICE	57.75
SHI INTERNATIONAL CORP.	B12609163	OFFICE 365 SOFTWARE	13,530.00
SOUTHERN COMPUTER WAREHOUSE	667742	BARRACUDA SUPPORT - IT	2,976.00
STRALEY LAMP & KRAENZLEIN PC	32475	MONTHLY FEE 10/20	3,225.00
TARGET SOLUTIONS LEARNING	16566	TRAINING MATLS - EMS	1,438.50
TENURGY LLC	ALP-111	UTILITY RATE SAVINGS 11/20	1,484.74
THE UPS STORE 5054	112520	SHIPPING FEES	27.49
TIME TO SHINE TOUCHLESS CARWASH	3894	VEH MAINT - POLICE	128.00
TRUGREEN PROCESSING CENTER	132167940	MAINT - CEMETERY	39.95
VALLEY TRUCK PARTS INC	3-1214281	VEH MAINT #91	277.46
VERIZON CONNECT NWF INC	2266046	VEH TRACKING SVC 11/20 - EMS	32.38
WAL-MART	027510	SUPPLIES - PARKS	5.84
WAL-MART	028862	SUPPLIES - FIRE/EMS	303.95
WAL-MART	030678	COVID SUPPLIES - CITY HALL	78.15
WAL-MART	001313	SUPPLIES - FIRE EMS	23.83
WAL-MART	005044	SUPPLIES - CITY HALL	35.88
WAL-MART	006939	SUPPLIES - POLICE	56.94
WEINKAUF PLUMBING & HEATING INC	11045	MAINT - CITY HALL	324.49
WITMER PUBLIC SAFETY GROUP	E200418	UNIFORMS - FIRE/EMS	368.44

Total: 147,562.69

INVOICE REGISTER

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EXP CHECK RUN DATES 11/25/2020 - 11/25/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	112520	ELECTRIC	9,670.79
ALPENA POWER COMPANY	112520A	ELECTRIC	952.03
CHARTER COMMUNICATIONS	2978 11/20	WATER TWR INTERNET SIGNALS	566.88
DTE ENERGY	112520	GAS	6,274.23
FRONTIER	2793 11/20	TELEPHONE - POL/FIRE/EMS	108.81
VERIZON WIRELESS	9866698791	CELL TELEPHONES	503.76
VERIZON WIRELESS	9866698792	CELL TELEPHONES/IPADS	2,136.54
VISA/ELAN FINANCIAL SERVICES	6116 11/20	UNIF/SUPP/VEH MAINT/VEH TR/ACTIVE 911/F	943.64
Total:			21,156.68

NOTICE

Municipal Council Meeting Schedule – 2021

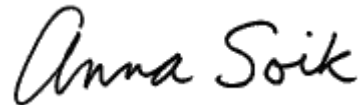
The regular meetings of the City of Alpena Municipal Council for 2021 are as follows:

January	4	*July	6 (Tuesday)
January	19 (Tuesday)	July	19
February	1	August	2
February	15	August	16
March	1	* September	7 (Tuesday)
March	15	September	20
April	5	October	4
April	19	October	18
May	3	November	1
May	17	November	15
June	7	December	6
June	21	December	20

*City Hall Closed on Monday

All of the above regular meetings begin at 6 p.m. in the Council Chambers at City Hall.

CITY OF ALPENA



By: Anna Soik
City Clerk/Treasurer/Finance Director




Memorandum

Date: November 30, 2020

To: Mayor and City Council Members

Copy: Rachel Smolinski, City Manager
Anna Soik, City Clerk/Treasurer/Finance Director

From: Rich Sullenger, City Engineer 

Subject: 2021 Parades

Michigan Department of Transportation (MDOT), is requesting a Resolution from City Council for all parades that will be held within the City limits during the 2021 calendar year. Listed below are the parades for 2021:

Memorial Day Parade
Fourth of July Parade
Christmas Parade

PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name: _____

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____
(Name of Board, etc)

of the _____ of _____
(Name of GOVERNMENTAL AGENCY) (County)

at a _____ meeting held on the _____ day

of _____ A.D. _____.

Signed _____ Title _____



ALPENA
Public Schools

Profile of a 21st Century Graduate

Alpena Public Schools, in partnership with our community, teaches and challenges all students to become lifelong learners and productive citizens.

Lorie Kneeshaw, Administrative Assistant

2373 Gordon Road, Alpena, MI 49707

T: 989-358-5042 | kneeshawl@alpenaschools.com

November 24, 2020

Ms. Anna Soik
City of Alpena Clerk
208 North First Avenue
Alpena, MI 49707

Dear City of Alpena Clerk:

Enclosed is a copy of a resolution adopted by the Board of Education of the Alpena Public Schools of Alpena and Presque Isle Counties. The Board, pursuant to statute, has determined to impose a summer property tax levy in 2021 of 100 percent of school district property taxes, including debt service.

Adoption of this resolution allows the District to collect summer taxes provided the details can be worked out with the taxing units; and therefore, the Board has adopted such resolution for many years as a matter of course. It does not obligate you to collect summer taxes.

We recognize these are difficult economic times for all local governments, and that it may not be feasible given our budgetary constraints, as well as yours, to come to an agreement that is mutually beneficial. However, if the City of Alpena is interested in pursuing an agreement this year, please contact the Board in care of the undersigned for the purpose of negotiating an agreement for reasonable expenses of collecting the District's summer tax levy. If the City of Alpena does not agree to collect the District's summer tax levy, please notify the Board of Education in care of the undersigned by December 31, 2020 either by letter or e-mail correspondence.

Sincerely,

Lorie Kneeshaw
Secretary to the Board of Education

Enclosure: APS Annual Summer Tax Resolution

Annual Summer Tax Resolution

Alpena Public Schools (the "District")

A regular meeting of the board of education of the District (the "Board") was held via Zoom video conferencing, Meeting ID 873 3475 8233, within the boundaries of the District, on the 16 day of November, 2020, at 5:30 o'clock in the p.m.

The meeting was called to order by Gordon Snow, President.

Present: Members Heath, Donajkowski, Parr, Johns, Barnett and Snow

Absent: Member Hilberg

The following preamble and resolution were offered by Member Barnett and supported by Member Donajkowski:

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect 100% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board, pursuant to 1976 PA 451, as amended (the Revised School Code), invokes for 2021 its previously adopted ongoing resolution imposing a summer tax levy of all of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests that each city and/or township in which the District is located collect those summer taxes.

2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which the District is located a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2021 in the amount specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies before January 1, 2021.


3. Pursuant to and in accordance with Section 1613(1) of the Revised School Code, the Superintendent or designee is authorized and directed to negotiate on behalf of the District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under MCL 380.1611 or MCL 380.1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members Heath, Donajkowski, Parr, Johns, Barnett and Snow.

Nays: None.

Resolution declared **ADOPTED**.


Lorie N. Kneeshaw

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Alpena Public Schools, Alpena and Presque Isle Counties, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a regular meeting held on November 16, 2020, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).


Lorie N. Kneeshaw

Secretary, Board of Education

Memorandum



Date: November 25, 2020

To: Mayor Waligora and Municipal Council Members

From: Anna Soik, Clerk/Treasurer/Finance Director *AS*

Subject: Amended CPS 21, Guidelines for Poverty Exemption

Each year the Council is required to update Council Policy Statement 21, which is the Guidelines for Poverty Exemption to be used during the Board of Review process. The changes are in red font. I changed "calendar" to "assessment", updated the year, and the poverty thresholds for each household size.

CITY OF ALPENA
COUNCIL POLICY STATEMENT

General Subject: Property Taxes	CPS No.	<u>21</u>
Specific Subject: Guidelines for Poverty Exemption	Date Issued:	<u>2-19-96</u>
	Effective Date:	<u>2-20-96</u>
	Revised Date:	<u>5-21-96</u>
	Amended:	<u>5-05-08</u>
	Amended:	<u>7-21-08</u>
	Amended:	<u>12-17-18</u>
	Amended:	<u>12-16-19</u>
	Amended:	<u>12-07-20</u>

Copies to: City Council, City Manager, City Attorney, Department Heads, DDA, File

PURPOSE:

The purpose of this policy is to establish guidelines for poverty exemption from real property tax.

STATEMENT OF POLICY:

- I. To be eligible for a property exemption in the City of Alpena, a person must do all of the following on an annual basis:
 - a. Be the owner and must occupy the property as their principal residence for which the exemption is requested;
 - b. File an application with the City Assessor within the specified application period;
 - c. File copies of federal and state income tax returns for all persons residing in the homestead, including any property tax credit forms and/or statement of benefits paid from Michigan Department of Social Services or Social Security Administration for the preceding or current tax year;
 - d. File a claim reporting that the combined assets of all persons do not exceed the current guidelines. Assets include but are not limited to, real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
 - e. Provide a valid driver's license or other form of identification, if requested;
 - f. Provide, if requested, a deed, land contract or other evidence of ownership of the property for which the exemption is requested;
 - g. meet current federal poverty income guidelines. Federal poverty guidelines for **assessment** year **2021** are listed below:

Size of Family Unit	Poverty Guidelines
1	\$12,760
2	\$17,240
3	\$21,720
4	\$26,200
5	\$30,680
6	\$35,160
7	\$39,640
8	\$44,120
For each additional person	\$4,480

2. The applicant must have an annual dividend income (taxable & non-taxable) of less than \$1,400.
3. The applicant's asset level may not exceed \$40,000.
 - a. The following are excluded from this limit:
 1. The principal residence property,
 2. One (1) automobile used for basic transportation. A second car may be excluded for a family with two or more working members at least 18 years of age or older.
 3. Up to \$2,500 in all bank accounts held by the family unit.
 - b. The applicant shall complete an Asset Inventory including each of the following with estimated value:
 1. Vehicles
 2. Recreational vehicles such as campers, motorhomes, boats, ATVs, etc.
 3. Jewelry, antiques, artworks
 4. Equipment and other personal property of value
 5. Bank accounts (aggregate value greater than \$2,500), stocks
 6. Money received from the sale of personal property
 7. Withdrawals of bank deposits and borrowed money
 8. Gifts, loans, lump-sum inheritances and one-time insurance payments
 9. Federal non-cash benefits from programs such as food stamps and school lunches
 - c. The applicant may not have ownership interest in any real estate other than the property on which their principal residence is located.
4. Poverty exemption from the Real Property tax shall be on an annual basis. Applications can be filed with the July or December Board of Review each year the exemption is sought.
5. The Board of Review may request identification of the applicant or proof of ownership of the principal residence property under consideration for poverty exemption.
6. The Board of Review may request any supporting documents which may be utilized in determining a poverty exemption request.

7. The completed poverty exemption application must be filed after January 1, but before the day prior to the last day of the Board of Review in the year for which the exemption is sought.
8. The Board of Review may deviate from the established policy and guidelines only for substantial and compelling reasons. The applicant will be notified in writing of the reasons for deviating from policy and guidelines for poverty exemption.
9. The Board of Review may grant exemption in whole or part based on the application and documentation filed.

Poverty Exemption as defined by the Michigan Compiled Laws is as follows:

Section 211.7u: The principal residence of persons who, in the judgment of the supervisor and board of review, by reason of poverty, are unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation under this act. This section does not apply to the property of corporations.

An applicant for poverty exemption must also comply with the following section of the Michigan Compiled Laws:

Section 211.118: Perjury: Any person who, under any of the proceedings required or permitted by this act shall willfully swear falsely, will be guilty of perjury and subject to its penalties.

Section 211.119: Willful Neglect: A person who willfully neglects or refuses to perform a duty imposed upon that person by this act, when no other provision is made in this act, is guilty of a misdemeanor, punishable by imprisonment for not more than six months, or a fine of not more than \$300.00, and is liable to a person injured to the full extent of the injury sustained.

Attachments




Memorandum

Date: November 30, 2020

To: Mayor and City Council Members

Copy: Rachel Smolinski, City Manager
Anna Soik, City Clerk/Treasurer/Finance Director

From: Rich Sullenger, City Engineer 

Subject: Soda Vending Contract Renewal

On November 28, 2017, the City received and opened bids for Soda Vending. This includes providing soda vending services for city parks and other facilities designated by the City of Alpena. Bid documents were sent to (3) three vendors with only (1) one bid received as listed below:

Pepsi Beverage Company, Lachine
Vending Price \$1.50 – Commission Rate 30%

This (3) three year contract is set to expire on December 31, 2020, with the possibility of (1) one additional (3) three year renewal if both parties can agree on pricing. Suz Seegobin, Foodservice Sales Representative from Pepsico, has indicated the interest of renewal and provided the following proposed vending price and commission rate for the duration of the (3) three year renewal.

Pepsi Beverage Company, Lachine
Vending Price \$2.00 – Commission Rate 30%

It is my recommendation, as City Engineer, that City Council renew the Soda Vending Contract with Pepsi Beverages Company for the commission percentage proposed for a (3) three year period ending on December 31, 2023.

Attachment



Renewal Pricing – Bid Sheet

The City of Alpena shall receive from the vendor, on a semiannual basis, the following commissions for all soft drinks (cola, juice, water, etc.) sold through these vending machines:

Commissions			
Product	Size	Vending Price	Commission Rate*
Bottled Drinks	<u>20</u> oz.	\$ <u>2.00</u>	<u>30%</u>

* _____ commission rate is payable to **THE CITY OF ALPENA** based on monies collected from the vending machine minus deposits and any applicable taxes.

This Proposal is Submitted By:

Company Name PepsiCo
By Suz Seegobin
Title FS-R Gen
Address 1619 M-6 S
City, State & Zip Lachine MI 49753
Telephone No. 989-233-0958

From: [Seegobin, Beverley \(PBC\)](#)
To: [Stone, Cassie](#)
Subject: Soda Vending
Date: Monday, November 2, 2020 12:28:34 PM
Attachments: [image001.png](#)
[SSAGINAP0120110212190.pdf](#)

Hello Cassie,

Please see attached request of a Soda Vending Bid.

I have increases vending price to \$2.00 for 20 oz. still lower than our local convenience stores and also increased the commission payout to 30%.

Please let me know if you have any questions or need anything else from me.

Thank you



Suz Seegobin

Foodservice Sales Representative GEO MI.
736 N. Outer Drive, Saginaw, MI 48601
Mobile: (989)233-0958 | Fax: (989)755-1731
Equipment Repair: (800) 883-3508 | Pepsi Direct: (800) 963-2424

12/7/2020

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
Appoint	Kathleen Melville-Hall	Recreation Advisory Board	3	12/1/2023	City Council



ALPENA COUNTY

EQUALIZATION DEPARTMENT

720 W Chisholm Suite #5
Alpena, MI 49707

Office (989)354-9560
Fax (989) 354-9647

TO: Township/City Officials

FROM: Ted Somers, Alpena County Equalization Director

DATE: November 13, 2020

RE: Alpena County Designated Assessor

Greetings,

House Bill 6049 of 2018 requires all counties in Michigan to have a state approved contract with a designated assessor by December 31, 2020.

Attached is an inter-local agreement for Alpena County and the assessing districts in Alpena County.

Please review and if approved by your township board/city council sign the certification page and return to the Alpena County Equalization Department by December 28th, 2020.

Ted Somers
Alpena County Equalization Department
720 W Chisholm ST STE #5
Alpena County MI
49707
989-354-9560

**ALPENA COUNTY INTERLOCAL AGREEMENT
FOR COUNTY DESIGNATED ASSESSOR**

This Interlocal Agreement, by and between the COUNTY OF ALPENA , a political subdivision of the State of Michigan (hereinafter referred to as the "County"), and CHARTER TOWNSHIP OF ALPENA, GREEN TOWNSHIP, LONG RAPIDS TOWNSHIP, MAPLE RIDGE TOWNSHIP, OSSINEKE TOWNSHIP, SANBORN TOWNSHIP, WELLINGTON TOWNSHIP, WILSON TOWNSHIP, CITY OF ALPENA AND THE VILLAGE OF HILLMAN , each a political subdivision of the State of Michigan (each hereinafter referred to as an "Assessing District," and collectively referred to as the "Assessing Districts"), is entered into pursuant to the Urban Cooperation Act of 1967, Public Act 7 of 1967 (Ex. Sess.), as amended, MCL 124.501 *et seq.*, and the General Property Tax Act, Public Act 206 of 1893, as amended by Public Act 660 of 2018, MCL 211.10g, for the purpose of designating an individual to serve as the County's Designated Assessor.

WHEREAS, pursuant to MCL 211.10g(4), every County shall have a Designated Assessor on file with the State Tax Commission as of December 31, 2020; and

WHEREAS, the County Designated Assessor is designated by an Interlocal Agreement executed between the County Board of Commissioners and a majority of the Assessing Districts in the County and the individual put forth as the proposed designated assessor; and

WHEREAS, the individual designated as the County's Designated Assessor must be approved by the State Tax Commission.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

BACKGROUND INFORMATION

1a. Designation of County Designated Assessor. The County and a majority of the Assessing Districts in the County designate Allan Berg (Berg), who is an individual qualified and certified by the State Tax Commission as an Advanced Assessing Officer (Certification # R-7862), to be the County Designated Assessor for ALPENA County.

1b. Assessing Districts covered under this interlocal agreement are as follows. CHARTER TOWNSHIP OF ALPENA, GREEN TOWNSHIP, LONG RAPIDS TOWNSHIP, MAPLE RIDGE TOWNSHIP, OSSINEKE TOWNSHIP, SANBORN TOWNSHIP, WELLINGTON TOWNSHIP, WILSON TOWNSHIP, CITY OF ALPENA AND THE VILLAGE OF HILLMAN.

1c. SEV totals by class (including special act values) for ALPENA County as of 2020 are as follows. See attachment #1

Agricultural	101,906,350	Timber-Cutover	0
Commercial	120,264,925	Developmental	0
Industrial	34,297,500	Total Real Property	1,082,832,125
Residential	826,363,350	Total Personal Property	71,610,998
		Total Real & Personal Property	1,154,443,123

1d. Total number of parcels by classification (including special act parcels) as of 2020 by unit are as follows. See attachment #2

	Agricultural	Commercial	Industrial	Residential	Personal	Total Real	Total Real & Personal
Total by Class	1489	1077	258	18605	1363	21429	22792

1e. List of any unique, complex, or high value properties within the County. Alpena County has (3) Hydro dams, a large quarry, cement processing property. See attachment #3.

1f. Term of agreement. If approved by the State Tax Commission, the County Designated Assessor shall serve for a minimum of five (5) years from the date of the approved designation. The designation shall not be revoked, and no new designation shall be made earlier than five (5) years following the date of the approved designation, except in the event of the death or disability of the Designated Assessor.

1g. Agreement Effective Date. The effective date of this agreement shall commence on December 31st, 2020 or at such time the State Tax Commission approves the designation of the Designated Assessor. Whichever comes last.

1h. Place of Performance of Duties. The duties performed by the Designated Assessor shall be carried out at the principal office of the Designated Assessor located at 1093 E Heythlaer Hwy, Rogers City, MI 49779. The Designated Assessor will not carry out office hours located at an Assessing District's Township Hall, however in person meetings with taxpayers will be scheduled when business cannot be carried out by phone, email, or physical mail.

QUALIFICATIONS OF DESIGNATED ASSESSOR

2a. Current assessor certification level and number. Allan Berg is currently certified as a Michigan Advanced Assessing Officer (MAAO). Certification number is R-7862.

2b. Current employment status of the Designated Assessor. Allan Berg is currently the assessor of record for the following municipalities: Belknap Township, Presque Isle County; Bearinger Township, Presque Isle County; Bismarck Township, Presque Isle County; Case Township, Presque Isle County; Krakow Township, Presque Isle County; Ocqueoc Township, Presque Isle County; Rogers Township, Presque Isle County; Moltke Township, Presque Isle County; City of Rogers City, Presque Isle County; Green Township, Alpena County; Maple Ridge, Alpena County; Wellington Township, Alpena County; Long Rapids Township, Alpena County; Alpena City of, Alpena County; Avery Township, Montmorency County; Briley Township, Montmorency County; Cohoctah Township, Livingston County; Secord Township, Gladwin County; Grim Township, Gladwin County; Wilson Twp, Alpena County; Curtis Twp, Alcona County; Baldwin Twp, Iosco County.

2c. Prior local unit assessing experience. Allan, was the assessor for, in addition to the current employment status, Hillman Township, Montmorency County. Also, Allan has performed many reappraisal projects for the various Townships across multiple years. He has worked with multiple Townships who had failed an AMAR review and under State Tax Commission jurisdiction, to successfully complete a corrective action plan to bring the units into full compliance.

Allan has also worked as a Hearing Officer for the Michigan Tax Tribunal from 2009 through 2012. Allan also worked as an employee for Presque Isle County Equalization from 1996-2002. Allan earned an Associate's degree in Computer Network Administration from Alpena Community College in 2003; a Bachelors degree in Public Accounting & Business Management from Lake Superior State University in 2005; and a Master of Science in Administration from Central Michigan University in 2008.

2d. Conflict of interest disclosures. The conflict of interest would be limited to the local municipalities listed in #2b that are in the County for which this Designated Assessor agreement would apply.

SCOPE OF SERVICES PROVIDED BY DESIGNATED ASSESSOR

3a. Preparation of assessment rolls. The Designated Assessor shall annually meet the guidelines of the State Tax Commissions document "Supervising Preparation of the Assessment Roll" for any Assessing District under contract with the Designated Assessor.

3b. Plan to correct deficiencies found in an AMAR audit. The Designated Assessor shall file a Corrective Action Plan with the State Tax Commission within 30 days of assuming jurisdiction of an Assessing District who was found to have deficiencies on their latest AMAR audit. With the exception of a complete reappraisal, all identified AMAR deficiencies will be corrected within one year of assumption of the Assessing District, unless otherwise agreed upon by the Designated Assessor, Assessing District and the State Tax Commission.

3c. Attendance at Boards of Review Meetings. After assuming jurisdiction of an Assessing District, the Designated Assessor, or his designee, shall be present at all Boards of Review.

3d. Duties and responsibilities related to property tax appeals. The Assessing District shall retain ultimate control of all litigation and settlement negotiations and the Designated Assessor shall operate under the direction of the Assessing District in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Any appeal to the Tax Tribunal may result in the Assessing District obtaining competent legal counsel at its expense. If counsel shall desire the assistance of the Designated Assessor in the defense of such appeals, additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the Assessing District and agreed upon on a case-by-case basis. The Assessing District may choose to retain the Designated Assessor to prepare this report or may employ another firm to prepare a supportable and defensible report for an additional fee.

Mileage expenses for travel required for appearance at Tax Tribunal hearings or State Tax Commission hearings shall be reimbursed at the rate per mile recognized by the Internal Revenue Service's allowance for business use of an automobile and the hourly rate as identified in section 5a of this agreement.

3e. Reporting requirement and responsibility to meet with local unit officials. On or before December 31st of each year, at the Assessing District's request, the Designated Assessor shall prepare written recommendations and conclusions regarding the current state of the Assessing District's assessment rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Designated Assessor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines.

3f. Any and all obligations of local unit assessing staff members. If an Assessing District employs any assessing staff other than the Assessor of Record, those staff members shall remain employees of the Assessing District. Those staff members will continue to conduct their duties as they understand them. If changes in duties are identified as necessary by the Designated Assessor, those changes will be discussed with the employee and Assessing District prior to implementation. No existing staff member will be terminated by the Designated Assessor without prior approval of the Assessing District.

3g. Responsibilities of Designated Assessor while not acting as an assessor of record for an assessing district under this agreement. The Designated Assessor will have no official duties of record until such time he is appointed the assessor of record of an Assessing District. Upon their request, The Designated Assessor will meet with the Assessing District to discuss potential solutions of any deficiencies identified by an AMAR audit to avoid any formal action by the State Tax Commission. If duties are requested of the designed assessor outside an appointment as assessor of record, the hourly rates in 5a (with a \$150 minimum) would apply along with travel costs.

3h. Requirement to remain certified and in good-standing. The Designated Assessor shall maintain his Michigan Advanced Assessing Officer Certification (MAAO) and remain in good standing with the State Tax Commission.

3i. Non-exclusivity of assessing services. Nothing in this Agreement prevents or limits the Designated Assessor from serving as the Designated Assessor, Assessor of Record or Equalization Director for this or any other County in Michigan.

DUTIES AND RESPONSIBILITIES FOR LOCAL ASSESSING DISTRICTS CONTRACTING WITH THE DESIGNATED ASSESSOR

4a. Access to required documents and information. While under contract with the Designated Assessor, the Assessing District shall provide reasonable access to all assessing records, documents, databases, and information. This shall include remote access to the Assessing District's computer and network system if available. If costs are required to be incurred to retrieve documents, those costs shall be paid by the Assessing District and reimbursed to the Designated Assessor.

4b. Policies and procedures of Assessing District. While under contract with the Designated Assessor, the Assessing District shall make the Designated Assessor aware of any applicable local policies and procedures including technology, equipment, facilities, personnel, etc. that may apply to him as a contractor.

COST AND COMPENSATION FOR DESIGNATED ASSESSOR

5a. Payment terms and Fee Structure. All assessing maintenance contracts will be based on a per parcel basis with the following fee schedule for Years 1-2:

Agricultural Real -	\$20.00 per parcel*
Commercial Real -	\$50.00 per parcel*
Industrial Real -	\$50.00 per parcel*
Residential Real -	\$20.00 per parcel*
Other Real -	\$20.00 per parcel*
Personal Property -	\$20.00 per parcel*
Special Act Parcels -	\$50.00 per parcel*

*minimum annual maintenance contract would be \$15,000/year

All assessing maintenance contracts will be based on a per parcel basis with the following fee schedule for Year 3:

Agricultural Real -	\$17.50 per parcel*
Commercial Real -	\$50.00 per parcel*
Industrial Real -	\$50.00 per parcel*
Residential Real -	\$17.50 per parcel*
Other Real -	\$17.50 per parcel*
Personal Property -	\$17.50 per parcel*
Special Act Parcels -	\$50.00 per parcel*

*minimum annual maintenance contract would be \$15,000/year

All assessing maintenance contracts will be based on a per parcel basis with the following fee schedule for Years 4-5:

Agricultural Real -	\$15.00 per parcel*
Commercial Real -	\$50.00 per parcel*
Industrial Real -	\$50.00 per parcel*
Residential Real -	\$15.00 per parcel*
Other Real -	\$15.00 per parcel*
Personal Property -	\$15.00 per parcel*
Special Act Parcels -	\$50.00 per parcel*

*minimum annual maintenance contract would be \$10,000/year

The above stated fees do not include an annual on-site review of at least 20% of the total ad-valorem real property count. This fee would be \$20/parcel, if the records are over 90% accurate with all land improvements accounted for. Generally, the reinspection would be able to be completed and contracted if it was continually performed over the last 5 years or a full reappraisal was performed in the last 7 years. Absent this level, a reappraisal would be needed before entering a routine 20% reinspection program. The compensation will be paid on a monthly basis and will be billed by the 1st of the month for the current month and shall be paid before the 28th of the month.

This contract includes travel expenses during the normal and expected workload as previously encountered. Normal workload includes routine permit inspections, any contract agreement, and regularly scheduled meetings. Special meetings or projects may result in billable travel expenses. Any irregular travel requests by Municipality should be discussed prior to the request if it is regular or irregular.

All reappraisal contracts will be based on a per parcel basis with the following fee schedule:

Agricultural Real -	\$85.00 per parcel (up to an SEV of \$500,000; others may require a more specialized appraisal)
Commercial Real -	\$85.00 per parcel (up to an SEV of \$500,000; others may require a more specialized appraisal)
Industrial Real -	\$95.00 per parcel (up to an SEV of \$500,000; others may require a more specialized appraisal)
Residential Real -	\$75.00 per parcel (up to an SEV of \$500,000; others may require a more specialized appraisal)
Other Real -	\$75.00 per parcel (up to an SEV of \$500,000; others may require a more specialized appraisal)

Hourly fee schedule of personnel are as follows:

MAAO Assessor -	\$125.00 per hour
MCAO Assessor -	\$75.00 per hour
Support Staff -	\$45.00 per hour

The above stated fees are all subject to an annual rate of inflation equivalent to the Consumer Price Index as published by the State Tax Commission.

5b. Payment responsibility. All fees associated with serving as the Designated Assessor shall be paid directly by the Assessing District under contract within 28 days of invoicing by the Designated Assessor.

Billing and collecting the retainer fee will be handled by the County Equalization Department. Payment of the retainer fee shall be made to the Designated Assessor by the County Treasurer on an annual basis no later than December 31st of each year for all units that the County collected. The County will not be liable for unpaid retainer amounts, but failure for all units to remit payment will be a breach of contract and subject to immediate cancellation.

5c. Retainer fee. For as long as Berg is a contracted assessor of record for any Municipality in ALPENA County (outside of the Designated Assessor Agreement), there will be no retainer fee charged. In the event Berg is not listed as an assessor of record (outside of the Designated Assessor Agreement) within ALPENA County the retainer fee for this agreement will be \$200.00 per assessing district as outlined in 5b. Billing and collecting the retainer fee will be handled by the County Equalization Department. Payment of the retainer fee shall be made to the Designated Assessor by the County Treasurer on an annual basis no later than

December 31st of each year for all units that the County collected. The County will not be liable for unpaid retainer amounts, but failure for all units to remit payment will be a breach of contract and subject to immediate cancellation.

5d. Payment in the event of death or disability of the Designated Assessor. In the event of the disability of the Designated Assessor all payments for only work completed shall be made to the Designated Assessor. In the event of the death of the Designated Assessor all payments for only work completed shall be made to Jodi Berg or the Estate of Allan Berg.

5e. Cost reimbursement for when the Designated Assessor is acting as assessor of record. Any cost incurred by the Designated Assessor outside of what is covered under the maintenance or reappraisal contract while acting as the assessor of record shall be reimbursed by the Assessing District within 30 days of invoicing. A listing of typical reimbursable costs will be provided upon becoming Assessor of Record, or upon request.

5f. Identification of certain costs. The following items, if required to be performed by the Designated Assessor, will be considered additional cost items and will be billed at their actual cost of supplies and materials plus the hourly fee of the personnel who completed the work as stated in section 5a of this Agreement.

- Setting up Tax database for tax collection
- Printing and or mailing of tax bills
- Printing and or mailing of assessment change notices
- Appraisal work for an entire MTT tribunal
- Expert witness testimony for an entire MTT tribunal
- Postage Costs
- Land Value Map Printing
- All general printing expenses

Unless otherwise agreed upon, the Designated Assessor will be responsible for the cost of employing additional assessing staff to bring the assessing unit into AMAR compliance.

5g. Additional Conditions and Operating Expectations.

The Municipality recognizes that the workload varies from time to time depending on the season/time of year. The primary method of contact to Berg will be via telephone at its main office number, 989-734-3555. Berg strives to respond to inquiries within 3 business days. Berg reserves the right to terminate verbal communication when a taxpayer becomes unprofessional and upon notice all communications will need to be in writing. Any issues will be reported to the Supervisor or Manager.

The municipality understands that the tax bill calculation, preparation, print, mailing, and servicing is the responsibility of the local Treasurer. The Treasurer is responsible for all data and settings in the BS&A Tax Program. The Municipality can contract with Berg to provide such services at an additional cost, if desired and agreed.

Berg recommends that the Municipality establish a miscellaneous budget for the assessor outside of regular/routine charges to be set at 10% of the assessing service contract.

The Municipality agrees that any fees incurred from the County Register's office will be passed along to the Municipality. The Municipality must forward building permits and zoning permits to Berg on a monthly basis. Regardless of which entity issues the permits, it is the Municipality's responsibility to ensure Berg is receiving building and zoning permits in a timely and routine manner.

Berg receives correspondence via email, fax, and USPS mail. In person deliveries are not accepted unless through the Municipality location. Any documents submitted to the Municipality or their representatives must be date stamped, envelope copied, and digitally transmitted to Berg's office within 3 business days. Berg's office address for correspondence is PO Box 25, Rogers City, MI 49779. This information is the Municipality's responsibility to get to Berg in a timely manner.

From time to time, Berg may require documents from the Municipality and its officials/employees. Some typical document requests would be Board of Review minutes, L-4029 millage rate forms, or other similar documents. Berg has found that it may take numerous requests to retrieve these documents from the Municipality. In the event of duplicate requests, Berg reserves the right to invoice for the additional time spent attempting to collect documents. This information is the Municipality's responsibility to get to Berg in a timely manner.

Berg is in general operation Monday – Friday from 9am until 4pm, excluding any regular holidays. Berg reserves the right to close the office periodically due to unforeseen circumstances. Any prolonged closures (beyond 2 days) will be communicated to the Municipality. While Berg is working and usually available during these hours, it does not mean that Berg is contractually obligated to be answering calls immediately during these hours. It is understood that calling Berg may result in a voicemail service.

Berg is not allowed to give anything that might be considered legal advice. The Municipality acknowledges that there is a difference between pointing customers to the written laws and applying them or interpreting them. Berg can read the law, submit the law, copy/paste/send the laws, but is not allowed to provide legal advice by interpreting the written laws other than the existing guidance already published.

Miscellaneous

6a. Petition to State Tax Commission. Upon the execution and filing of this Interlocal Agreement, the County shall petition the State Tax Commission to approve the individual named in Section 1a of this Interlocal Agreement to serve as the County Designated Assessor. The individual shall serve as the County Designated Assessor upon approval of the State Tax Commission. If the State Tax Commission rejects the County's petition, then the parties agree to enter into additional Interlocal Agreements under MCL 211.10g(4)(a) until a suitable Assessor has been presented.

6b. Nondiscrimination. The Parties shall adhere to all Federal, State, and local laws, ordinances and regulations prohibiting discrimination in the performance of this Interlocal Agreement. The Parties shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, disability that is unrelated to an individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Interlocal Agreement.

6c. Liability of County. It is understood and agreed by all parties that the County is facilitating the contract for and with a Designated Assessor for the benefit of the taxing units within the County. Nothing herein should be construed to indicate any liability to either the Designated Assessor, nor to any taxing unit on the part of the County, and all responsibility for the provision of services to the taxing units or any of them, is the sole responsibility of the Designated Assessor, and all responsibility for payment or reimbursement of fees, costs or expenses of the Designated Assessor shall be the sole responsibility of the responsible taxing unit(s) hereunder. Each party to this contract does hereby hold the County harmless from any liability hereunder, including any liability for damages for default in performance by the Designated Assessor or by any taxing unit. Any costs assessed to or incurred by the County is agreed to be indemnified by any such defaulting party.

CERTIFICATION

COUNTY OF ALPENA

Chairperson, County Board of Commissioners	Date
--	------

CHARTER TOWNSHIP OF ALPENA

Supervisor	Date
------------	------

GREEN TOWNSHIP

Supervisor	Date
------------	------

LONG RAPIDS TOWNSHIP

Supervisor	Date
------------	------

MAPLE RIDGE TOWNSHIP

Supervisor	Date
------------	------

OSSINEKE TOWNSHIP

Supervisor	Date
------------	------

SANBORN TOWNSHIP

Supervisor	Date
------------	------

WELLINGTON TOWNSHIP

Supervisor	Date
------------	------

WILSON TOWNSHIP

Supervisor CITY OF ALPENA	Date
------------------------------	------

City Manager	Date
--------------	------

DESIGNATED ASSESSOR,
ALPENA COUNTY

ALLAN BERG	Date
------------	------

10/02/2020

09:06 AM

Parcel Count Report

Page: 1/1

DB: Alpena County 2021

County: 04- ALPENA

Governmental Unit	----- Real -----							----- Personal -----						Grand Total	
	Ag	Comm	Ind	Res	T-C	Dev	Total	Ag	Comm	Ind	Res	Util	Total	Exempt	
010 ALPENA TOWNSHIP	48	403	72	6293	0	0	6816	0	421	12	0	6	439	271	7526
020 GREEN TOWNSHIP	184	21	7	1415	0	0	1627	0	49	1	0	59	109	58	1794
030 LONG RAPIDS TOWNSHIP	176	3	1	812	0	0	992	0	15	1	0	4	20	37	1049
040 MAPLE RIDGE TOWNSHIP	166	7	13	1436	0	0	1622	0	26	0	0	7	33	110	1765
050 OSSINEKE TOWNSHIP	337	34	24	1321	0	0	1716	0	28	0	0	46	74	50	1840
060 SANBORN TOWNSHIP	187	64	17	1414	0	0	1682	0	76	4	0	4	84	61	1827
070 WELLINGTON TOWNSHIP	106	0	0	365	0	0	471	0	7	0	0	3	10	38	519
080 WILSON TOWNSHIP	282	71	16	1263	0	0	1632	0	50	6	0	11	67	73	1772
090 CITY OF ALPENA	3	474	108	4286	0	0	4871	0	492	31	0	4	527	332	5730
Totals	1489	1077	258	18605	0	0	21429	0	1164	55	0	144	1363	1030	23822

2021 REPORT OF ASSESSMENT ROLL CHANGES AND CLASSIFICATION

Assessing officers are required to report the total assessed value for each class of property and the assessment roll changes for each class of property for County and State Equalization. This form is issued under authority of P.A. 206 of 1893. This report shall be signed by the assessing officer and filed with the State Tax Commission and the County Equalization Department immediately following adjournment of the Board of review - Administrative Rule 209.26(6b). **REPORT ONLY ASSESSED VALUES ON THIS FORM.**

COUNTY ALPENA

CITY OR TOWNSHIP ALPENA COUNTY

REAL PROPERTY	Parcel Count	2020 Board of Review	Loss	(+ / -) Adjustment	New	2021 Board of Review	Does Not Cross Foot (*)
100 Agricultural	1,489	101,906,350	0	-216,250	549,400	102,239,500	
200 Commercial	1,077	120,264,925	0	2,225,875	0	122,490,800	
300 Industrial	258	34,297,500	0	-4,400	0	34,293,100	
400 Residential	18,605	826,363,350	0	11,177,350	3,534,700	841,075,400	
500 Timber - Cutover	0	0	0	0	0	0	
600 Developmental	0	0	0	0	0	0	
800 TOTAL REAL	21,429	1,082,832,125	0	13,182,575	4,084,100	1,100,098,800	
PERSONAL PROPERTY	Parcel Count	2020 Board of Review	Loss	(+ / -) Adjustment	New	2021 Board of Review	Does Not Cross Foot (*)
150 Agricultural	0	0	0	0	0	0	
250 Commercial	1,164	24,485,954	0	-3,203,050	126,300	21,409,204	
350 Industrial	55	10,577,782	0	23,276,100	744,700	34,598,582	
450 Residential	0	0	0	0	0	0	
550 Utility	144	36,547,262	0	-951,325	0	35,595,937	
850 TOTAL PERSONAL	1,363	71,610,998	0	19,121,725	871,000	91,603,723	
TOTAL REAL & PERSONAL	22,792	1,154,443,123	0	32,304,300	4,955,100	1,191,702,523	
No. of Exempt Parcels:	1,030	Amount of 2020 Loss from Charitable Exemption granted for first time in 2020 Under MCL 211.70:					0
CERTIFICATION							
Assessor Printed Name TED SOMERS					Certificate Number R-8668		
Assessor Officer Signature					Date 11/13/2020		

The completed form must be signed by the local unit assessor who is the assessor of record with the State Tax Commission.

The form may be submitted in one of the following manners:

- 1) Mail the ORIGINAL completed form, with the ORIGINAL assessor of record signature to the State Tax Commission, PO Box 30471, Lansing, MI 48909
- 2) Email the completed form with the assessor of record signature to Equalization@michigan.gov

The assessor must submit the first copy of the completed form to the County Equalization Department. The form is to be re-viewed and approved by County Equalization.

If there are errors found by County Equalization, the errors are to be corrected and a revised copy is to be immediately submitted to the State Tax Commission.

The assessor of record must retain a copy of the completed form.

If after submitting the completed form to the State Tax Commission and County Equalization, the assessor of record discovers there are errors within the form, the assessor of record shall correct the form and submit the revised copy to the County Equalization Department. The revised form must be identifying as a revised copy. Once the revised copy is reviewed and approved by County Equalization, the revised copy must be immediately submitted to the State Tax Commission.

10/02/2020
11:27 AM

Simple List Report

Page: 1/1
DB: Alpena County 2021

ATTACHMENT #3

County: 04- ALPENA Unit: ALPENA COUNTY

***** Owner's Name *****	**** Parcel Number ****	2021 March BOR S.E.V. Taxable	Class	Zone	* Property Address	*	PRE %	Tran%
LAFARGE NORTH AMERICA	091-024-000-256-00	14,133,00014,133,000	301	0	1435 FORD AVE		0.000	0.00
THUNDER BAY POWER COMPANY	012-007-000-300-01	292,500 292,500	301	0	LONG RAPIDS RD		0.000	0.00
THUNDER BAY POWER COMPANY	091-022-000-001-01	424,600 424,600	301	0	311 N NINTH AVE		0.000	0.00
THUNDER BAY POWER COMPANY LLC	041-012-000-133-00	443,100 396,492	301	0	PRIVATE		0.000	0.00
Totals for all Parcels: Count= 4, S.E.V.= 15,293,200, Taxable= 15,246,592								

AGREEMENT
Between
The CITY OF ALPENA
And
ALPENA FARMERS MARKET

This agreement entered into this _____ day of _____, 2020, between the City of Alpena and Alpena Farmers Market for the operation of a non-profit enterprise within the Mich-e-ke-wis Warming Shelter and adjoining park areas located at US-23 South, Alpena, MI 49707. This agreement shall run from the date of signature through December 31, 2025. The agreement can be extended and/or the pricing modified upon both parties agreement and the execution of a contract amendment.

- I. Alpena Farmers Market through the life of this agreement or as amended shall have the right to:
 - a. Operate a Farmers Market within the Mich-e-ke-wis Warming Shelter and the common park area adjacent to the Mich-e-ke-wis Warming Shelter presently utilized for current Farmers Market events. Operations shall be on a weekly year-round basis or as established by Alpena Farmers Market and approved by the City of Alpena.
 - b. Make improvements to the Mich-e-ke-wis Warming Shelter. All improvements performed to the Mich-e-ke-wis Warming Shelter shall be done with the approval of the City and under any construction permits as may be required by the various enforcing agencies. All improvements performed to the Mich-e-ke-wis Warming Shelter shall become the property of the City of Alpena at the termination of the agreement. These improvements may include but not be limited to:
 - i. Common area bathrooms: new countertops, sinks, lights.
 - ii. Concessions area: stove, dishwasher, stainless steel sink, faucet, countertops, wall cabinets, replace light cover, floor cover (to be placed overtop rubberized flooring).
 - iii. Locker Rooms: improved shower heads, repairs to shower tile, partition stalls around toilets, handicap railings in shower, glass partition walls in shower area, removal of one (1) inner partition wall in one (1) locker room segment, replace lights, floor cover (to be placed over top rubberized flooring).
 - iv. Other: minimal cosmetic improvements including paint and replacing light covers in hallway.

II. Alpena Farmers market:

- a. Shall be responsible for regular and routine maintenance, cleaning, and minor repairs to the facility or furnishings.
 - i. In the event that the property under this lease agreement isn't being cleaned or maintained, the City reserves the right to have the repairs or cleaning done with the cost passed onto the Farmers Market group.
- b. May rent portions of the Mich-e-ke-wis Warming Shelter to other entities which support and enhance the primary goals of the Alpena Farmers Market.
 - i. Any rental of space within the Mich-e-ke-wis Warming Shelter shall be with consent of, and following the rental protocols, of the City of Alpena.
 - ii. The Farmers Market group shall be responsible for scheduling of rentals, making keys and access available, and shall inspect following the rental for cleanliness and any damage.
 - iii. The Farmers Market Group shall notify the City of all rentals via email at the time the rental is scheduled.
 - iv. The Farmers Market Group shall not restrict the use by any other group. If the Farmers Market Group does deny a rental request, the denied group shall have the right to appeal to City staff who shall have final say on the rental.
 - v. The rental rate shall be established by the City Council on an annual basis.
 - vi. The Farmers Market group shall collect the rental fees and security deposit fee, \$100, and shall return the security deposit fee to the party upon inspection and approval of the condition.
 - vii. The Farmers Market group shall retain rental fees collected and as outlined in paragraph vi.
 - viii. Any revenues collected by the Farmers Market group in excess of the monthly rental fee charged, per month, by the City to the Farmers Market group shall be split with the City receiving 50% of the excess funds and the Farmers Market group receiving 50% of the excess funds.
- c. Shall store equipment within the building. The Farmers market kiosk may be stored outside. Any other outside storage shall only be permitted with approval from the City of Alpena. Inside storage for a snowblower to be owned by the Farmers Market Group, shall be made available.
- d. Shall maintain insurance as required by the operation and if required, as detailed in an attachment to this document, and within the amounts stipulated in those requirements throughout the life of the contract.

- e. Shall maintain any equipment installed in a good state of repair.
- f. Shall allow the City of Alpena up to four rentals per year at no cost to the City for public events.
- g. Shall keep the area utilized for the outdoor activities clean and free of debris.
- h. Shall be responsible for snow removal from the sidewalks and doorways from the parking lot to the building and any egress exits.
- i. Shall be responsible for trash removal
- j. Shall comply with all City ordinances, state, and Federal laws
- k. Shall not use the facility for a place of residence or allow habitation.

III. The City of Alpena:

- a. Shall be responsible for major repairs to the structure and permanently mounted accoutrements to the structure unless the damage is caused by the Farmers Market, renters, or patrons of the Market.
- b. Shall plow the parking lots and access drives for access to the site as fast as reasonably possible based on snow events and staffing

IV. Rent shall be as follows:

- i. \$700/month (includes utilities or as amended per section iv below and section b iv above) for the first year of the contract.
- ii. This payment shall be due in advance and by the 5th of each month.
- iii. The monthly rent amount shall be adjusted annually, for years two (2) through five (5), based on the Annual Proposal A rate of inflation index published by the State of Michigan in October of each year. The new rate shall be for the following January through December time frame. Any increase in rent shall be capped at 2% per year.

- iv. Any cost associated with additional heating, cooling, or electrical implements if and when installed, will be borne by the Alpena Farmers Market based on the annual operation cost for the units as established by the manufacturer.
- v. These rates also include the investment that will be made in building improvements that will be retained by the City of Alpena following termination of the lease.

V. Miscellaneous

- a. The City shall inspect the facility monthly for compliance with the agreement and overall condition
- b. Any uses of the facility shall comply with all state and local laws including, but not limited to, liquor use, gambling activities, parking, cooking, etc.
- c. Any group using the facility shall comply with occupancy requirements for the facility based on the use at the time.
- d. Any modifications, alterations, expansions, or deletion of services shall be coordinated with and approved by the City of Alpena.
- b. This agreement may be terminated by either party with 60 days written notice for cause and with a minimum 4 months advance notice without cause.

Agreement Execution

IN WITNESS WHEREOF, the parties have made and executed this agreement, the day and year first above written.

City of Alpena
OWNER

Alpena Farmers Market
CONTRACTOR

By: _____
Matthew J. Waligora, Mayor Date

By: _____
Title: J. B. Cook, Market Master

By: _____
Anna M. Soik, City Clerk Date

By: _____
Title

208 N. First Avenue
Business Address

Business Address

Alpena, MI 49707
City, State, Zip

City, State, Zip

William Pfeifer, City Attorney Date
(approved as to form only)

Business Telephone Number

Contractor's Liability Insurance

Alpena Farmers Market, hereinafter referred to as contractor shall maintain at its own expense during the term of this Contract the insurance coverage(s) where indicated by an [X]:

A. ☒ Workers Compensation Insurance:

1. Contractor shall maintain statutory workers compensation and employers liability insurance. Limits shall be no less than \$1,000,000 for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 disease – policy limits.
2. ☐ U. S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy, exposure on an “if any” basis.
3. Contractor waives all rights against the City of Alpena, its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by workers compensation and employers liability insurance obtained by the Contractor.
4. If Contractor is self-insured for purposes of workers compensation, the Contractor must submit a copy of a current letter, permit, or certification issued by the appropriate state agency.

B. ☒ Commercial General Liability and Umbrella/Excess Liability Insurance:

1. Contractor shall maintain commercial general liability (CGL), and, if

necessary, commercial umbrella/excess insurance with a limit of not less than \$2,000,000 each occurrence. If the CGL insurance contains a general aggregate limit, such limit shall apply separately to this project.

2. CGL insurance shall be written on ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including this contract and all contracts relative to this project.
3. City of Alpena shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 11/85, if available, or a substitute endorsement providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to the City of Alpena. **A copy of the endorsement shall be provided to the City prior to the execution of the contract.**
4. There shall be no endorsement or modification of the CGL insurance coverage limiting the scope of coverage for completed operations.
5. Contractor waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers to the extent these damages are covered by the CGL or commercial umbrella liability maintained pursuant to this agreement.
6. Contractor shall maintain CGL and/or umbrella coverage with a limit of not less than \$2,000,000 each occurrence for at least 1 year following the substantial completion of the work. Continuing CGL insurance shall be written under the same terms and conditions as outlined above.

[X] **Business Auto and Umbrella/Excess Liability Insurance:**

1. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, non-owned, and hired.
3. Business auto coverage shall be written on ISO form CA 00 01, CA 00 12, CA 00 20, as it may pertain, or substitute forms providing

equivalent coverages. If necessary, the policy shall be endorsed to provide for contractual liability coverage, including defense costs arising out of the assumed contractual obligations.

4. City of Alpena shall be included as an additional insured under the Business Auto Policy, and under the commercial umbrella, if any.
5. Business auto policy shall be endorsed to provide statutory Michigan No-Fault coverages.
6. Contractor waives all rights against the City of Alpena and its agents, public officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella/excess insurance obtained pursuant to this agreement.

D. [] Builder's Risk Insurance:

1. Contractor shall purchase and maintain builder's risk insurance on the entire project. Such insurance shall be written in an amount equal to the contract sum. Insurance shall be written on a replacement costs basis. All approved change orders must be accompanied by an increase in the builder's risk limit of insurance at the time the change order is approved.
2. The insurance shall name as insureds the Owner, General Contractor, Construction Manager, and all contractors and subcontractors undertaking the work. The insurance shall contain a provision that the insurance shall not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the City of Alpena.
3. The insurance shall cover the entire work at the site identified in this agreement, including reasonable compensation for architect's fees made necessary by an insured loss. Insured property shall include property on the site but not yet a part of the building, portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall include as insured property scaffolding and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as may be legally made necessary by operation of building laws and ordinances.
4. Contractor shall purchase and maintain boiler and machinery insurance, BM 0031 or an equivalent coverage form, required by the contract documents. Object definitions no. 6 – Comprehensive

Coverage (including production machinery) should be used or an equivalent form of coverage designation. The insurance shall name as insured the Owner, General Contractor, Construction Manager, and all contractors and subcontractors undertaking the work.

5. The insurance required in this section shall be written to cover “all risk” of physical loss except those specifically excluded in the policy.

E. All the above insurance policies shall contain the following wording:

“It is agreed that this insurance shall not be canceled, materially changed, or non-renewed without at least a thirty (30) day written notice to the City of Alpena at their principal mailing address.”

F. Insurance Company Approval and Certificates of Insurance:

Insurance Companies, additional insured endorsements, and policy forms shall be subject to the approval of the City of Alpena. Such approval shall not be unreasonably withheld. Contractor shall furnish the City Clerk of the City of Alpena with certificates of insurance or a certified copy of the policy if requested by the City Clerk.

II. HOLD HARMLESS CLAUSE

The Contractor 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 Contractor’s late or defective performance, caused by or arising out of any action, omission, or operation performed in connection with work attributable to the Contractor, any Sub-contractor, any Sub-subcontractor, any material men, any of their respective employees, agents, servants, or representatives; provided, however, the Contractor 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.



Alpena Fire Department
Alpena County EMS
501 W Chisholm Street
Alpena, Michigan 49707
www.alpena.mi.us

Fire/EMS

To: Rachel Smolinski, City Manager

From: Bill Forbush, Fire Chief

Date: December 2, 2020

Re: Alpena Township Project

On November 23, Alpena Township trustees shared their concerns with the initial draft agreement, and heard public input from a number of citizens. The majority of concerns related to the potential of extended response times and staffing of Township fire stations. The Board voted to share these concerns with the City and see whether we would be able and willing to address them.

Pursuant to the Township Board's request, and with approval of City Council, we will provide a revised operational proposal that addresses community concerns for your review. Without going into extreme detail, the revised proposal will include strategies to address the following:

- Add three additional positions to the City Fire Department, increasing shift size to 10 personnel per shift with a 9-person daily minimum. Increase Township contribution accordingly.
- Assign 2-person ALS ambulances at Township north and south stations. Both stations are less than a mile from the City limits.
- Dispatch closest unit to all calls regardless of City/Township borders.
- Maintain and build paid-on-call (POC) component and continue POC response from home to all Township and some City emergencies. POCs would be assigned EMS kits and respond directly to scenes throughout the community, increasing their effectiveness in proximity response.
- **Using this deployment model, there is no increase in City or Township response times.** In fact, response times may be even shorter to areas of both communities and the County areas beyond them. More importantly, time to advanced life support is reduced making the response more effective.
- Mutual Aid agreements are in effect with all communities regionally through the Thunder Bay Area Firefighters Association and are not impacted by any possible merger. The City is also a member of the Michigan Mutual Aid Box Alarm System (MABAS), connecting us with specialized mutual aid resources statewide.
- City training officer will conduct fire and EMS training for all full-time and POC personnel including evening training for POC members to improve their abilities and effectiveness in blended responses.



- An agreement with IAFF L623 allows for hiring EMTs, providing them paramedic education and establishing a new pay scale for non-paramedic firefighters. There is no agreement with either union local with regard to the proposed merger; however, bargaining with the Township local is in progress. The City local agreement does not preclude such an arrangement if adopted.

Both elected bodies have taken public comment on the issue, and the initial City response to the Townships request for assistance. The issues raised are primarily focused on response time and station closings. Under a revised proposal, we would be able to address all concerns and completely mitigate the response time issue without reducing service to City residents. The concept is to erase borders and handle the entire community as one, moving people and equipment around as needed. Both municipalities can receive enhancements in service by joining forces and sharing resources. Alpena Township also gains the ability to do so, while operating within its fire millage by leveraging economies of scale.




Memorandum

Date: November 30, 2020

To: Mayor and City Council Members

Copy: Rachel Smolinski, City Manager
Anna Soik, City Clerk/Treasurer/Finance Director

From: Rich Sullenger, City Engineer 

Subject: Public Works Service Center Mechanical Maintenance

The contract between the City of Alpena and Lakeshore Plumbing, Heating and Cooling is set to expire on December 31, 2020. This contract allows for mechanical inspection and quarterly maintenance services at the Public Works Service Center (PWSC) for a (5) five year term. Bid documents were sent out on October 27, 2020, to (6) six vendors as well as posted on the City's website. No bids were received for the bid opening on November 10, 2020. The current contractor, Lakeshore Plumbing, Heating and Cooling, installed the original equipment when PWSC was built and has been performing the quarterly inspection and maintenance services on the building for the last (15) fifteen years. The bid for these contracted services got overlooked by Lakeshore, but once contacted a bid was submitted within hours.

The bid received is attached for review with the total cost per year (2021-2025) being \$1,995.00. The last contract (2016-2020) total cost per year being \$1937.00. Lakeshore has requested a slight increase of \$58.00 (2.99%) a year for years 2021-2025.

It is my recommendation, as City Engineer, that City Council approve the Mechanical Maintenance Contract for the Public Works Service Center with Lakeshore Plumbing, Heating and Cooling for the as bid rates.

Attachments



LAKESHORE

PLUMBING, HEATING AND COOLING, INC.

1587 W. M-32, Alpena, MI 49707

Phone (989) 354-7574 Fax (989) 358-2077

Proposal #20310

Date: November 11, 2020

PROPOSAL SUBMITTED TO:

City of Alpena
208 N. First Ave.
Alpena, MI 49707
356.9203

JOB LOCATION:

Department of Public Works

We hereby propose to furnish all the materials and labor necessary for the completion of:

MECHANICAL PROPOSAL:

HVAC Proposal: Yearly Maintenance Schedule & Pricing
(5)Year Pricing Schedule Eff: January 1, 2021 to January 1, 2025

1st Quarter - January

Tube Heaters: Visual Check from Ground. Test Run (9) Units from Thermostats.
Exhaust Fans and Louvers: Oil Motors and Test Run Units.
Welding and Truck Exhaust Fans: Oil Motors, Grease Bearings and Test Run Units.
Make-Up Air Unit: Wash Filters (Filter Replacement Additional)., Oil Motor and Test Run Unit.
Furnace #1: Change Filter and Test Run Unit.
Air Exchanger #1: Wash Filters and Test Run Unit (Filter Replacement Additional).
Furnace #2: Change Filter and Test Run Unit.
Air Exchanger #2: Wash Filters and Test Run Unit (Filter Replacement Additional).
Condenser #1: Visual Check Unit.
Condenser #2: Visual Check Unit.
Unit Heater #1: Oil Motor and Test Run Unit from Thermostat.
Unit Heater #2: Oil Motor and Test Run Unit from Thermostat.

***Note: Lift will be Required for this Quarter. Proposal Based on Use of Owner
Provided Lift, if Lakeshore to Provide Lift Add \$150.00**

2nd Quarter - April

Tube Heaters: Visual Check from Ground. Test Run (9) Units from Thermostats.
Exhaust Fans and Louvers: Oil Motors and Test Run Units.
Welding and Truck Exhaust Fans: Oil Motors, Grease Bearings and Test Run Units.
Make-Up Air Unit: Change Filters, Oil Motor and Test Run Unit. Make-Up Air Unit: Wash
Filters (Filter Replacement Additional)., Oil Motor and Test Run Unit.
Furnace #1: Change Filter and Test Run Unit.
Air Exchanger #1: Wash Filters and Test Run Unit (Filter Replacement Additional).
Furnace #2: Change Filter and Test Run Unit.
Air Exchanger #2: Wash Filters and Test Run Unit (Filter Replacement Additional).
Condenser #1: Check Coils and Test Run Unit with Gauges.
Condenser #2: Check Coils and Test Run Unit with Gauges.
Unit Heater #1: Oil Motor and Test Run Unit from Thermostat.
Unit Heater #2: Oil Motor and Test Run Unit from Thermostat.

***Note: Lift will be Required for this Quarter. Proposal Based on Use of Owner
Provided Lift, if Lakeshore to Provide Lift Add \$150.00**

3rd Quarter - July

Tube Heaters: Visual Check from Ground. Test Run (9) Units from Thermostats.
Exhaust Fans and Louvers: Oil Motors and Test Run Units.
Welding and Truck Exhaust Fans: Oil Motors, Grease Bearings and Test Run Units.
Make-Up Air Unit: Change Filters, Oil Motor and Test Run Unit. Make-Up Air Unit: Wash Filters (Filter Replacement Additional)., Oil Motor and Test Run Unit.
Furnace #1: Change Filter and Test Run Unit.
Air Exchanger #1: Wash Filters and Test Run Unit (Filter Replacement Additional).
Furnace #2: Change Filter and Test Run Unit.
Air Exchanger #2: Wash Filters and Test Run Unit (Filter Replacement Additional).
Condenser #1: Check Coils and Test Run Unit with Gauges.
Condenser #2: Check Coils and Test Run Unit with Gauges.
Unit Heater #1: Oil Motor and Test Run Unit from Thermostat.
Unit Heater #2: Oil Motor and Test Run Unit from Thermostat.

***Note: Lift Not Required for this Quarter Due to Fact Doors Open and Exhaust Fans are Not Needed**

4th Quarter - October

Tube Heaters: Clean and Oil Blower Assemblies, Clean Reflectors, Check Tubes and Test Run (9) Units from Thermostats.
Exhaust Fans and Louvers: Oil Motors and Test Run Units.
Welding and Truck Exhaust Fans: Oil Motors, Grease Bearings and Test Run Units.
Make-Up Air Unit: Change Filters, Oil Motor and Test Run Unit. Make-Up Air Unit: Wash Filters (Filter Replacement Additional)., Oil Motor and Test Run Unit.
Furnace #1: Change Filter and Test Run Unit.
Air Exchanger #1: Wash Filters and Test Run Unit (Filter Replacement Additional).
Furnace #2: Change Filter and Test Run Unit.
Air Exchanger #2: Wash Filters and Test Run Unit (Filter Replacement Additional).
Condenser #1: Visual Check Units.
Condenser #2: Visual Check Units
Unit Heater #1: Oil Motor and Test Run Unit from Thermostat.
Unit Heater #2: Oil Motor and Test Run Unit from Thermostat.

***Note: Lift will be Required for this Quarter. Proposal Based on Use of Owner Provided Lift, if Lakeshore to Provide Lift Add \$150.00**

(1)Year Limited Warranty on Material and Labor Provided by Lakeshore Plumbing, Heating Cooling, Inc.

All Material is Guaranteed to be as Specified, and the Above Work to be Performed in Accordance with the Specifications, and Completed in a Substantial Workmanlike Manner for the **Sums as Listed Above with Payments** to be made as Follows:

2% Late Fee for all Overdue Accounts.

CREDIT CARD CHARGING LIMIT OF \$5,000.00 OR LESS PLEASE, ANY AMOUNT OVER, A SERVICE FEE OF 3% WILL BE ADDED.

Respectfully Submitted by *Thomas McMillan-Brian Pagels-Jason Trudgen*

ACCEPTANCE OF PROPOSAL

The above Prices, Specifications and conditions are satisfactory and are hereby accepted, you are authorized to do the work as specified, payment will be made as outlined above. Property subject to lien if payment not met.

A SIGNED PROPOSAL MUST BE RETURNED TO LAKESHORE BEFORE WORK CAN BE SCHEDULED

BID PROPOSAL

I. The Following Proposal is Hereby Made to:

The City of Alpena, 208 N. First Avenue, Alpena, Michigan, 49707.

II. Evaluation Section

Please attach pages in accordance with the section "Evaluation". Failure to provide this information shall make the bid ineligible.

III. Stipulated Amount

The Undersigned hereby proposes and agrees to furnish all necessary labor, tools, apparatus and other means of construction, and do all the work, for the unit prices named in the itemized bid to complete the work herein described for the City of Alpena all in accordance with the specifications and other contract documents prepared by the City of Alpena Engineering Department.

Prices and notations must be made on the bid sheets following this page in ink or typed. Prices shall be for new items only unless specified otherwise. Any form of pricing corrections made to the proposal by the bidder prior to submission should be initialed in ink by the person signing the proposal.

The City of Alpena shall perform a mathematical check. In the event that a total is incorrect for any one or more items, the unit price recorded for that item will be multiplied by the bid quantity to obtain a new item and project total.

Note: Bidder shall conduct a field visit prior to bid. Contact Sean McNamara at (989) 354-1780 to schedule a field visit.

Pay Item	Pay Unit					
	Per Proposal #20310					
Pay Item	Unit	2021	2022	2023	2024	2025
Maintenance Cost - 1 st Quarter (Jan 1)	LS	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00
Maintenance Cost - 2 nd Quarter (Apr 1)	LS	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00
Maintenance Cost - 3 rd Quarter (July 1)	LS	\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00
Maintenance Cost - 4 th Quarter (Oct 1)	LS	\$ 725.00	\$ 725.00	\$ 725.00	\$ 725.00	\$ 725.00
Yearly Total	LS	\$ 1995.00	\$ 1995.00	\$ 1995.00	\$ 1995.00	\$ 1995.00

IX. Contract Time

If awarded the contract, the Undersigned shall start work January 1, 2021, and shall complete all work described in the contract by December 31, 2025.

X. Owners Rights Reserved

The Undersigned understands that the Owner reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal in the interest of the Owner in accordance with section "Award Process".

XI. Termination

The City shall have the right to terminate this contract with a ten (10) day written notice to the other party. If the Contractor fails to maintain continuous work practices or delays completion of the project, the City may consider this default of the Contract.

XII. This Proposal is Submitted By:

Company Name Lakeshore Plumbing, Heating & Cooling, Inc
By Thomas McMillan
Title Owner
Address 1587 M- 32 W
City, State & Zip Alpena, MI 49707
Telephone No. 989.354.7574
Fax No. 989.358.2077
Email Address lakeshoreplumbing@hotmail.com

BID PROPOSAL

I. The Following Proposal is Hereby Made to:

The City of Alpena, 208 N. First Avenue, Alpena, Michigan, 49707.

II. Evaluation Section

Please attach pages in accordance with the section "Evaluation". Failure to provide this information shall make the bid ineligible.

III. Stipulated Amount

The Undersigned hereby proposes and agrees to furnish all necessary labor, tools, apparatus and other means of construction, and do all the work, for the unit prices named in the itemized bid to complete the work herein described for the City of Alpena all in accordance with the specifications and other contract documents prepared by the City of Alpena Engineering Department.

Prices and notations must be made on the bid sheets following this page in ink or typed. Prices shall be for new items only unless specified otherwise. Any form of pricing corrections made to the proposal by the bidder prior to submission should be initialed in ink by the person signing the proposal.

The City of Alpena shall perform a mathematical check. In the event that a total is incorrect for any one or more items, the unit price recorded for that item will be multiplied by the bid quantity to obtain a new item and project total.

Note: Bidder shall conduct a field visit prior to bid. Contact Sean McNamara at (989) 354-1780 to schedule a field visit.

	Pay Unit					
Pay Item	Unit	2016	2017	2018	2019	2020
Maintenance Cost - 1 st Quarter (Jan 1)	LS	\$ 461. ⁰⁰	\$ 461. ⁰⁰	\$ 461. ⁰⁰	\$ 461. ⁰⁰	\$ 461. ⁰⁰
Maintenance Cost - 2 nd Quarter (Apr 1)	LS	\$ 461. ⁰⁰	\$ 461. ⁰⁰	\$ 461. ⁰⁰	\$ 461. ⁰⁰	\$ 461. ⁰⁰
Maintenance Cost - 3 rd Quarter (July 1)	LS	\$ 311. ⁰⁰	\$ 311. ⁰⁰	\$ 311. ⁰⁰	\$ 311. ⁰⁰	\$ 311. ⁰⁰
Maintenance Cost - 4 th Quarter (Oct 1)	LS	\$ 704. ⁰⁰	\$ 704. ⁰⁰	\$ 704. ⁰⁰	\$ 704. ⁰⁰	\$ 704. ⁰⁰
Yearly Total	LS	\$ 1,937. ⁰⁰	\$ 1,937. ⁰⁰	\$ 1,937. ⁰⁰	\$ 1,937. ⁰⁰	\$ 1,937. ⁰⁰

Bids Due: November 10, 2020
Time: 2:00 p.m.

BID LIST
Public Works Service Center Mechanical Maintenance

Lakeshore Plumbing & Heating
1587 M-32 West
Alpena, MI 49707
Ph: 989-354-7574
lakeshoreplumbing@hotmail.com

Weinkauf Plumbing & Heating
1411 M-32 West
Alpena, MI 49707
Ph: 989-354-5427
teresad@weinkaufph.com

Great Lakes Plumbing & Heating
1268 US 23 North
Alpena, MI 49707
Ph: 989-356-9923
dutchessmorrison@charter.net

Sweet Heating & Cooling
3021 State Road
Glennie, MI
Ph: 989-735-4255
sweetheating@gmail.com

G & K Plumbing & Heating
6908 Wolf Creek Road
Herron, MI 49744
Ph: 884-2885
gnkplumbingandheating@gmail.com

Wise Plumbing & Heating
2268 M-76
West Branch, MI 48661
Ph: 989-345-0680
Wise.heating@yahoo.com




Memorandum

Date: December 1, 2020

To: Mayor and City Council Members

Copy: Rachel Smolinski, City Manager
Anna Soik, City Clerk/Treasurer/Finance Director

From: Rich Sullenger, City Engineer 

Subject: Audible Pedestrian Signal Chisholm Street and Third Avenue

The Michigan Department of Transportation received a request to install an audible pedestrian signal at the intersection of Chisholm Street and Third Avenue. The email I received from Garrett Dawe, MDOT Alpena TSC Manager, is below.

October 19, 2020

I was recently contacted by Michelle Visscher with Michigan Bureau of Services for Blind Persons inquiring about the feasibility for installing accessible pedestrian signals at the subject intersection. I've informed Michelle that MDOT requires a written request from the local agency prior to considering the use of these devices, which in this case is the city of Alpena. If written, the letter would need to address the following three items:

- 1. Confirmation that the city has worked with any landowners/business owners that may be affected by the audible features, and the conclusion is that the location is suitable in terms of noise level and neighborhood acceptance.*
- 2. If the devices are new to the municipality (which I believe they would be), confirmation should be provided that a mobility specialist has concurred that the location is suitable in terms of safety.*
- 3. A demonstrated need typically documented by user request.*

I've included Michelle on this email since she has initiated this request and may have the ability to assist in meeting some of the requirements. Please let me know if you have any questions or concerns.

Since I received this request, I have also received the following emails regarding the installation of the signal which support item #3 in Garrett Dawe's email above:

November 12, 2020

Good Day, All.

I am writing to request the installation of an audible pedestrian signal to be available at the intersection of Chisholm and Third Avenue. My name is Juanita Lillie, and I am a resident of Alpena. I am blind and use a Leader Dog whose name is Baylor. Currently, I am risking my life to cross the intersection as there are inconsistent traffic patterns, varied weather conditions, and the visual lights are not accessible to me. Please read on to learn about a couple of my experiences where my safety has been in jeopardy. Before I share my experiences, I would like to note that I have had multiple years of orientation and mobility instruction and understand the importance of traveling as a person who is blind. Despite most individuals' beliefs it is essential to note that Leader Dogs do not depict whether or not it is safe to cross.

I cross Chisholm and Third Avenue frequently throughout the day. Some reasons for me to cross either direction at the intersection are for me to go to and from work, conduct banking needs, shop, and attend community events. Due to the various hours and timing of my travel there are inconsistent traffic patterns. In fact, it is terrifying to be in the middle of cross walks while the pedestrian signal indicates no right of way for pedestrians. Additionally, it is intimidating to approach the intersection when the weather conditions are snowy, windy, or rainy. There are a number of times when it would be helpful to have an accessible signal to indicate the pedestrians' right of way as it would allow me to safely cross the intersection without having to guess whether or not I as a pedestrian have the right of way.

Please contact me at 616-477-7306 or by replying to this message should you have any questions. I have requested an Orientation and Mobility instructor to contact you all to outline the safety and importance of the audible pedestrian signal installation at Chisholm and Third Avenue. I would be very interested in having any necessary follow up conversations to ensure the installation. I look forward to our collaboration. Please let me know by December 14 what additional actions I may do and/or assist with to install the accessible pedestrian signal to ensure my safety. In addition to receiving equal access of the pedestrian signal that is currently only available visually at the intersection of Chisholm and Third Avenue.

I look forward to our collaboration and appreciate you assisting me.

All my best,

Juanita Lillie

November 12, 2020

Dear Mr. Dawe and Mr. Sullenger,



We who know Juanita Lillie would like to express our sincere gratitude that you are considering placement of an audible pedestrian traffic signal at the corner of Chisholm Street and Third Avenue in Alpena. Juanita is employed at Social Security in Alpena and she needs to cross that intersection in order to get to the Social Security office. Traffic at that intersection can be heavy and difficult to navigate. The placement of an audible pedestrian traffic signal would make Juanita's trip to and from work and to and from shopping much safer.

I want to correct one point, in that I was with the Mi. Bureau of Services for Blind Persons for 29 years, as a rehab teacher and counselor, however I am now retired. While with the Bureau, I worked with Ms. Lillie for four years and have continued to stay in contact with her as I enjoy her success in her field. Juanita has a guide dog named Baylor. The dog is disciplined and obedient however he struggles with the ebbs and flows of heavy traffic. He cannot deal safely with rain, snow, and fog at this intersection Juanita has found herself in the middle of the street when the light changes. Guide dogs are not trained to assess safety issues.

Please contact me if you need any further information concerning this request.

Sincerely

Michelle I Visscher VRT VRC

I also received the attached letter from Erica Ihrke, a certified orientation and Mobility Specialist, supporting leader dog clients. She has documented the need for an audible signal at this location which is a requirement from MDOT. This meets requirement #2 from Garrett Dawe's email of October 19, 2020.

The City has also enlisted the assistance of Anne Gentry to meet with the adjoining property owners around the Chisholm Street and Third Avenue intersection to determine that there are no issues with these property owners in installing an audible pedestrian signal. This would meet the requirement #1 in Garrett Dawe's email of October 19, 2020.

Anne has met or talked with the adjoining property owners who have expressed there approval of the installation with no concerns noted. Anne, representing the DDA has also included her support in the attached letter.

It is my recommendation, as City Engineer, that City Council endorse and recommend this project to MDOT.

Attachment



Wednesday, November 11, 2020

Dear Mr. Dawe and Mr. Sullenger,

My name is Erica Ihrke and I'm a Certified Orientation & Mobility Specialist supporting Leader Dog client, Juanita Lillie. Juanita is a pedestrian that is visually impaired. We would like to request the installation of an audible/vibrotactile accessible pedestrian signal systems at the intersection of W. Chisholm Street and N. 3rd Avenue. This intersection represents the most difficult and dangerous intersections to cross because the pattern of traffic is inconsistent. Without the installation of this equipment Juanita is taking a high level of risk and jeopardizing her safety when crossing this intersection. While Juanita does have a Leader Dog, it should be noted that Leader Dogs do not determine when it is safe to cross streets. Many pedestrians can benefit immediately from the installation of this equipment. The information given by the Accessible Pedestrian Signal is the same information that the visual community has, only in an accessible format. This format is very important to visually impaired persons who are trying to cross the street, but they also give additional information to all pedestrians to use. A brochure of the type of the equipment that I am requesting is enclosed. If you should have any questions, please feel free to call me at 248.659.5053. I would very much appreciate a response to my request by November 30, 2020.

Thank you very much for your time in this matter.

Sincerely,



Erica Ihrke, COMS®

Manager of Extended Services

eihrke@leaderdog.org

248.659.5053

From: [Juanita Lillie](#)
To: daweg@michigan.gov; [Sullenger, Rich](#)
Subject: Request to Install Audible Pedestrian Signal-- Chisholm and Third Ave in Alpena Michigan
Date: Thursday, November 12, 2020 9:02:46 PM

Good Day, All.

I am writing to request the installation of an audible pedestrian signal to be available at the intersection of Chisholm and Third Ave. My name is Juanita Lillie and I am a resident of Alpena. I am blind and use a Leader Dog whose name is Baylor. Currently, I am risking my life to cross the intersection as there are inconsistent traffic patterns, varied weather conditions, and the visual lights are not accessible to me. Please read on to learn about a couple of my experiences where my safety has been in jeopardy. Before I share my experiences I would like to note that I have had multiple years of orientation and mobility instruction and understand the importance of traveling as a person who is blind. Despite most individuals beliefs it is essential to note that Leader Dogs do not depict wether or not it is safe to cross.

I cross Chisholm and Third Ave frequently throughout the day. Some reasons for me to cross either direction at the intersection to are for me to go to and from work, conduct banking needs, shop, and attend community events. Due to the various hours and timing of my travel there are inconsistent traffic patterns. In fact, it is terrifying to be in the middle of cross walks while the pedestrian signal indicates no right of way for pedestrians. Additionally, it is intimidating to approach the intersection when the weather conditions are snowy, windy, or rainy. There are a number of times when it would be helpful to have an accessible signal to indicate the pedestrians' right of way as it would allow me to safely cross the intersection without having to guess whether or not I as a pedestrian have the right of way.

Please contact me at 616-477-7306 or by replying to this message should you have any questions. I have requested an Orientation and Mobility instructor to contact you all to outline the safety and importance of the audible pedestrian signal installation. at Chisholm and Third Ave. I would be very interested in having any necessary follow up conversations to ensure the installation. I look forward to our collaboration. Please let me know by December 14 what additional actions I may do and/or assist with to install the accessible pedestrian signal to ensure my safety. In addition to receiving equal access of the pedestrian signal that is currently only available visually at the intersection of Chisholm and Third Ave.

I look forward to our collaboration and appreciate you assisting me.

All my best,

Juanita Lillie

From: [Dawe, Garrett \(MDOT\)](#)
To: [Sullenger, Rich](#)
Cc: visscher.christoph@gmail.com
Subject: Audible Pedestrian Signal - Chisholm @ 3rd
Date: Monday, October 19, 2020 1:49:16 PM

Hi Rich,

I was recently contacted by Michelle Visscher with Michigan Bureau of Services for Blind Persons inquiring about the feasibility for installing accessible pedestrian signals at the subject intersection. I've informed Michelle that MDOT requires a written request from the local agency prior to considering the use of these devices, which in this case is the city of Alpena. If written, the letter would need to address the following three items:

1. Confirmation that the city has worked with any landowners/business owners that may be affected by the audible features, and the conclusion is that the location is suitable in terms of noise level and neighborhood acceptance.
2. If the devices are new to the municipality (which I believe they would be), confirmation should be provided that a mobility specialist has concurred that the location is suitable in terms of safety.
3. A demonstrated need typically documented by user request.

I've included Michelle on this email since she has initiated this request and may have the ability to assist in meeting some of the requirements. Please let me know if you have any questions or concerns.

Thanks,

Garrett Dawe, P.E. - Manager
MDOT Alpena Transportation Service Center
1540 Airport Rd
Alpena, MI 49707
Office: (989) 356-2231
Cell: (989) 289-2388
Email: daweg@michigan.gov



From: [Chris Visscher](#)
To: DaweG@michigan.gov; [Sullenger, Rich](#)
Subject: Audible Pedestrian Signal/LILLIE
Date: Thursday, November 12, 2020 4:55:27 PM

November 12, 2020

\Dear Mr. Dawe and Mr. Sullenger,

We who know Juanita Lillie would like to express our sincere gratitude that you are considering placement of an audible pedestrian traffic signal at the corner of Chisholm Street and 3rd Avenue in Alpena. Juanita is employed at Social Security in Alpena and she needs to cross that intersection in order to get to the Social Security office. Traffic at that intersection can be heavy and difficult to navigate. The placement of an audible pedestrian traffic signal would make Juanita's trip to and from work and to and from shopping much safer.

I want to correct one point, in that I was with the Mi. Bureau of Services for Blind Persons for 29 years, as a rehab teacher and counselor, however I am now retired. While with the Bureau, I worked with Ms. Lillie for four years and have continued to stay in contact with her as I enjoy her success in her field. Juanita has a guide dog named Baylor. The dog is disciplined and obedient however he struggles with the ebbs and flows of heavy traffic. He can not deal safely with rain, snow, and fog at this intersection Juanita has found herself in the middle of the street when the light changes. Guide dogs are not trained to assess safety issues.

Please contact me if you need any further information concerning this request.

Sincerely

Michelle I Visscher VRT VRC



Alpena Downtown
Development Authority
124 E. Chisholm Street
Alpena, MI 49707

December 1, 2020

City of Alpena
208 N. First Ave.
Alpena, MI 49707

To: Rich Sullenger, City Engineer

This letter serves to verify that all businesses near the intersection where the proposed audible crosswalk signal would be installed have been notified and given the opportunity to share any questions or concerns. None of the four businesses shared any concerns about the installation of an audible crosswalk signal at the intersection located at Chisholm St. and Third Ave. One business did share they thought it was a great idea to install it.

The Alpena Downtown Development Authority (DDA) strives to make Downtown Alpena a safe, walkable environment for all pedestrians. Installing an audible crosswalk signal would continue to make our downtown a safe and accessible place for all visitors.

Please let me know if you have any further questions.

A handwritten signature in black ink, appearing to read "Anne Gentry", written in a cursive style.

Anne Gentry
Executive Director

989.356.6422

anneg@alpena.mi.us

www.downtownalpenami.com

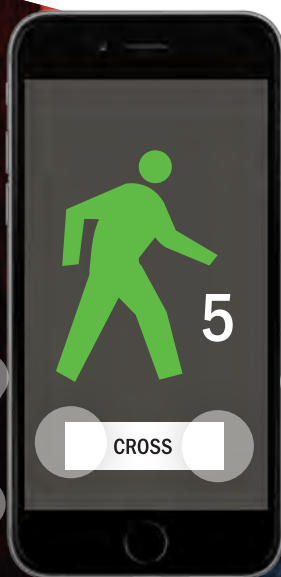
social | Downtown Alpena



Leader in APS Solutions

Meeting All Your ADA Pushbutton Requirements

APS Connectivity, Accessibility and Confidence



POLARA.COM

Introducing the iNavigator APS with Bluetooth technology



- Designed to replace existing pushbuttons and provide accessible crossing information
- Provides signal information in multiple and alternative formats to assist vision and hearing impaired
- APS provides an audible “Locate Tone” to alert the pedestrian there is equipment installed
- APS provides a tactile raised arrow to point into the direction of the crosswalk
- When button is pushed an audible “Wait” message is played
- An extended button push (1-second hold) can provide more audible information such as the street name to be crossed and the direction of travel
- When the “Walk” signal is activated, the pushbutton arrow vibrates, and an audible indication is given — either a “Speech Message” or a “Rapid Percussive Tone”
- When “Don’t Walk” cycle is on, the button returns to playing the “Locate Tone”



Traffic Agencies — You have two choices of iNavigator APS, and both may be programmed wirelessly via Apple® iOS APP, Microsoft® PC APP and Android® APP.

2 Wire System (iN2) — A Central Control Unit in the cabinet sends power and data communication to each pushbutton via two wires (easy retrofit using existing pushbutton wires). Central Control Unit remote programming capability — TS1, TS2 (SDLC BIU) and 300 Series card options for easy cabinet interface.

3 Wire System (iN3) — Each pushbutton is powered by a Ped Head Control board that powers the buttons and give the ped-interval timing information. Button wires are not required, but can be used. Great for pre-timed and non-actuated systems.




Memorandum

Date: December 1, 2020

To: Mayor and City Council Members

Copy: Rachel Smolinski, City Manager
Anna Soik, City Clerk/Treasurer/Finance Director

From: Rich Sullenger, City Engineer 

Subject: Water Recycling Plant PVP Pump – Contract Modification 2

In January 2020, the City received bids and awarded contracts for the Water Recycling Plant PVP Pump Project. This project involved the replacement of the first of four piston pumps utilized by the plant in the treatment process and an upgrade to the electrical panel for this pump and a significant portion of the plant. Bid documents were sent to various firms as well as posted on the City's website with one bid received from Meridian Contracting in the amount of \$39,300 for the installation of the pump. Subsequently, a contract modification was executed to upgrade the electrical panel in the amount of \$17,850.

Through the process of completing this budget year's projects with the Water Recycling personnel, plant operator Robert Roznowski indicated the three remaining pumps are in deficient condition and are working on borrowed time. After a review of this year's budget, it was discussed the Density Baffles - Final Clarifier could be delayed as they are not necessary but would eventually increase the efficiency of the treatment process. However, a failure of one of the existing pumps would be catastrophic and shut down treatment until the pump could be fixed. For this reason, we are requesting reallocation of the baffles' budget to the replacement of the three remaining pumps. The baffles will be included once again in the CIP process until such a time as funding is available for the project to be completed.

The City reached out to Todd Britton of Meridian Contracting about extending his existing contract for installing the three remaining valves. He agreed to complete the remaining valves for his original price of \$39,300 each for a total contract modification of \$117,900.

The City originally had \$95,000 in the current budget for the pump replacement project and to date spent \$57,150 to replace the first pump and upgrade the electrical panel. This leaves a balance of \$37,850. With the \$90,000 budget for the density baffles, a total of \$127,850 is available to complete the work.

With support of the Water Treatment Plant personnel, it is my recommendation, as City Engineer to reallocate the Density Baffles budget to the Water Recycling Plant PVP Pump Project and to execute a contract modification with Meridian Contracting for the completion of the work totaling \$117,900.

Attachments

From: [Roznowski, Robert](#)
To: [Smolinski, Shannon](#)
Subject: PVP pumps
Date: Tuesday, December 1, 2020 9:11:33 AM

Shannon,

I have an item in my current budget year "Density Baffles \$90,000". This item is not a TOP priority or an urgent need.

I have an urgent need of replacing my existing piston pumps with new PVP pumps.

These piston pumps are worn well beyond the expected life span and on the verge of total failure.

I would like to move the available budget money to continue installing new PVP pumps.

Thank you for your help.

Bob

Robert Roznowski
O & M Supervisor
Alpena MI

Please note that my Email address has changed to Robert.Roznowski@suez.com

SUEZ
210 Harbor DR
Alpena MI 49707
Tel: 989 354 1402
Fax: 989 354 8472



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From: [Todd Britton](#)
To: [Smolinski, Shannon](#)
Subject: RE: PVP Pumps
Date: Thursday, November 12, 2020 1:05:41 PM
Attachments: [image001.png](#)

Shannon,

Our price should be good on the other pumps. The only thing that we might have to adjust a little would be the pipe fittings for the one below the garage and the one in the basement of the blower building, but that should not be significant.

Please let me know which ones you would like to do.

Todd

From: Smolinski, Shannon [mailto:shannons@ALPENA.MI.US]
Sent: Thursday, November 12, 2020 9:41 AM
To: Todd Britton
Cc: Roznowski, Robert
Subject: PVP Pumps

Good Morning Todd,

After conversations with Bob Roznowski of Suez, we are interested in extending the Water Recycling Plant PVP Pump project to replace two or three additional pumps depending on budget availability and added cost. Attached is your original bid for the project. If you are agreeable, please review this bid and let us know if you are interested in extending this contract for the added scope of work for the bid price per each added pump.

Thanks

Shannon Smolinski
Engineering Assistant
City of Alpena
208 N First Ave
Alpena, MI 49707

Ph: 989-354-1730



Memorandum



Date: December 7, 2020

To: Mayor, and City Council

Copy: Rachel Smolinski, City Manager
Anna Soik, City Clerk

From: Andrea Kares, Director of Planning & Economic Development

Subject: NEP Grant

The Michigan State Housing Development Authority has announced that the Neighborhood Enhancement Program will provide up to \$2,000,000 in MSHDA funding statewide for activities directly tied to the stabilization and enhancement of Michigan's rural communities and urban neighborhoods. The funding is designed for innovative, neighborhood housing-oriented activities that benefit area residents. Selection of awards will be made based on population, geographical distribution, area need, and proposed use of the NEP funds.

The grant funds can be divided between three components. Component A is required to be used for a minimum of 50 percent of the funding and includes eligible exterior activities for single-family homes such as accessibility improvements to driveways, porches, and doors, as well as exterior painting / siding. Component B is allocated for enhancements to public amenities such as pavilions, basketball courts, walking paths, and community gardens. Lastly, component C is for interior rehabilitation of single-family homes. Eligible activities shall be for code violations directly tied to health and safety including water heaters, furnaces / boilers, electrical, and plumbing.

Staff will be requesting the maximum of \$75,000. A total of \$40,000, or eight \$5,000 grants will be allocated to component A which includes exterior upgrades to single-family residential homes. Component B will include \$25,000 to be used towards public amenities. This leaves \$10,000 to be used towards interior improvements related to code violations.

A match from the City is not required to receive funding from the NEP. The grant application is due the 17th of December, and Staff is requesting permissions from Council to move forward with the application.



Neighborhood Housing Initiatives Division's Neighborhood Enhancement Program (NEP)

Rural Community/Urban Neighborhood/Direct Funded - Round Six Submission Guidance

Submission Request – Deadline is Tuesday, December 17, 2020

Up to Two Million Dollar Grant Opportunity Announced October 5, 2020

MSHDA is pleased to announce that the NEP program will provide up to Two Million Dollars in MSHDA funding statewide for activities directly tied to stabilization and enhancement of Michigan's rural communities and urban neighborhoods "hereinafter referred to as an area". The program's intent is to fund tangible housing-oriented activities that are: implementation ready; highly visible; impactful to the area and resident's quality of life; and where there is buy-in and demonstrated support within the area and where people are engaged and facilitating change. The funding is designed for innovative, neighborhood housing-oriented activities that benefit area residents. Selection of awards will be made based on population, geographical distribution, area need and proposed use of the NEP funds. Respondents must be able to mobilize quickly to meet the immediate action response that is desired.

Eligible Applicants:

Nonprofit 501(c)(3) Agency

Defined as an agency that is currently actively servicing an area; has at least one full-time equivalent employee(s); primary agency operation location is not a principal residence; and has an operating budget exceeding \$30,000 per year.

OR

Local Units of Government

AND

In an area considered either:

Rural – less than 5,000 in population

OR

Non-Rural - population between 5,001- 49,999 that are not direct recipients of U.S. Department of Housing and Urban Development federal funds exceeding \$350,000 per CDBG and/or HOME program per year.

Component Type(s)/Eligible Activities:

Note: The list below of eligible activities is not inclusive as we are looking for community leaders to identify innovative activities to address their neighborhood's specific needs. MSHDA, at its discretion, will determine the specific activities it will fund during the review process. We highly encourage creativity based on actual neighborhood need. MSHDA encourages submissions from eligible entities that have a neighborhood need for housing and potentially neighborhood/public amenity enhancements.

Component A – Housing Enhancements/Exterior Rehabilitation - Required:

A minimum of 50% of the request must be from Component A

Housing Enhancements Component A is available for assisting owner-occupied single-family homes, with a portion of the assistance (limited to 50% of Component A) that can be utilized for assisting occupied single-family rental homes with exterior rehabilitation and/or agency held land contract homes. All properties must have certified household occupants meeting income restrictions.

Note: A maximum of up to 50% of the funding budgeted for Component A may be set aside for rental rehab and/or agency held land contract properties that are currently occupied and single-family properties.

Component A is for Eligible Exterior Only Activities. These activities may include: single family owner occupied exterior rehabilitation/repair – accessibility improvements to driveways, porches, stairs, railings, windows, exterior painting/siding; windows, doors, etc. Interior activities are allowed only under Component C below.

Component B – Public Amenity Enhancements - Optional:

Neighborhood/Public Amenity Enhancements (maximum of 50% of total request).

Eligible Activities include: improvements benefitting the entire area not located on private property but located on publicly owned property.

Examples: park improvements such as pavilions, basketball courts, playgrounds, walking paths, dog parks, entranceway signage/lighting, orchards, community spaces/gardens.

Component C – Housing Enhancements/Interior Rehabilitation - Optional:

Housing Enhancement - Interior Only (maximum of 25% of total request).

Eligible Activities include: Interior improvements tied directly to code violations related to health and safety needs. The activities are limited to the following: water heaters, furnaces/boilers, electrical, and plumbing.

All Component C activities must take place in single-family owner-occupied properties.

Ineligible Activities:

While this funding is flexible, Round 6 funding is not for the following activities: housing activities already being funded by MSHDA to other entities; rock the block events; demolition; rubbish removal; stand-alone down payment assistance; land acquisition; downtown oriented activities such as streetscape/façade; non-housing oriented activities; gap financing for multi-family tax credit deals; match for crowdfunding; technical assistance; emergency funding; public infrastructure such as streets, curbs, sidewalks, street lights and any activities within the public right of way; and any other activities already funded by another entity/agency including but not limited to economic development, direct business assistance, workforce training, etc. This is also not replacement funding. This funding cannot be re-granted and/or serve as a matching resource for another State and/or Federal Program.

For additional guidance on eligible activities please submit a question to the hidmailbox@michigan.gov

Funding Parameters:

Maximum Allocation is within a funding range of \$25,000 - \$75,000 and should be primarily determined based on area population and need and entity type/capacity. If you currently have an open NEP grant, the maximum allocation amount requested cannot exceed the original existing NEP grant award amount.

Minimum Allocation = \$25,000 per agency.

Multiple activities and/or areas can be combined to reach this minimum threshold.

Planning and Administration - up to 10 percent of the grant award

Documented and itemized program planning and administration tracking required.

Cost Overruns are the responsibility of the grantee and cannot be covered by MSHDA.

We do not require leverage to participate and we do not require leverage to come directly from the homeowners. Note: If the community chooses to identify leverage, all leverage identified must be committed/secured.

Eligible Neighborhoods: A neighborhood is a defined community-based residential area where people live and share amenities/resources.

Proposals may include more than one area served by an agency; however, each area must realize a significant impact. Agency funding prioritization of areas must be provided if more than one is proposed. MSHDA reserves the right to select portions of proposals for funding based on availability and overall impact.

All proposed activities are restricted to income qualified areas (see Eligibility Guidance via website), they must also be “designed to improve the quality of life of the residents of low- or moderate-income housing or of an area undergoing neighborhood conservation or renewal” and meet criteria:

- Area boundaries are primarily residential and are at least 50% low/moderate income areas
- Census tracts/block groups that are in 120% or below area median income areas
- Households receiving direct assistance must be at or below 120% area median income

Eligible Occupied Property Criteria: A single-family property which is zoned residential that: a) has no unaddressed mortgage and/or tax delinquencies; b) is not subject to a foreclosure proceedings, court-ordered receivership or nuisance abatement; c) has utilities services turned on; d) is permanently occupied by homeowners that identify the assisted address as their primary residence; and e) is affixed to a permanent foundation.

Eligible Rental/Land Contract Occupied Property Criteria: Rental/Land Contract single-family properties that a) the landlord has no unaddressed mortgage and/or tax delinquencies within the community; b) the landlord has no unaddressed/outstanding code compliance issues within the community; c) a signed contract is in place which identifies the current occupants and the monthly occupancy provisions; d) is not subject to a foreclosure proceedings, court-ordered receivership or nuisance abatement; e) has utilities services turned on and e) is affixed to a permanent foundation; f) occupant household is income-eligible; g) all parties must sign a written participation consent form; and h) for all land contract properties, the NEP grant recipient agency must hold the land contract in their name and maintain adequate legal documents including the deed and title insurance documentation associated with ownership and occupancy at the local level.

Activity Eligibility Guidance

- No specific sites/addresses need to be pre-identified for homeowner activities.
- Specific sites/assisted homeowners are selected post award via a formal local written application process that is held within the past 90 days – no carryover wait lists from previous non-NEP programs/applications allowed. Note: Homeownership activities are restricted to households that meet the program’s eligibility criteria.
- A five-year lien will be placed on each assisted single-family property assisted with a NEP amount equal to or exceeding \$7,500.
- All activities undertaken must enable that individual MSHDA funded component to be brought up to HQS and/or local code based on whichever one is stricter when applicable.

What if I have questions?

All questions related to the NEP Program should be directed in writing to HIDmailbox@michigan.gov with a Subject Line Reference entitled, “NEP 6 Question” no later than **Monday, November 9, 2020 at noon.**

In addition, MSHDA will hold a Q & A conference call and go over all submitted questions and responses on **Tuesday, November 10, 2020** from 1:30 – 2:30 p.m. EST. The Conference Call Number is 877.402.9753, Access Code 3292085. Questions and Answers will be posted in writing on the MSHDA website www.michigan.gov/mshda under Neighborhoods following the conference call.

Submission Instructions:

If after reviewing the program details your community is eligible and interested, submit the required items below either via submitting the website fillable form located at the link on the MSHDA website https://www.michigan.gov/mshda/0,4641,7-141-5564_84719---,00.html and selecting How to Apply and then submitting the completed form.

Electronic Submissions will be automatically sent to the hidmailbox@michigan.gov no later than **midnight on Tuesday, December 17, 2020** Submissions that are late **will not be considered with no exceptions.** Note: Large e-mail attachments have State of Michigan system limits that will require documents to be sent in multiple e-mails.

MSHDA reserves the right to reject any and all submissions, or parts thereof, or to waive any informality or defect in any submission if it is in the best interest of MSHDA and the State of Michigan. All submissions shall become the property of MSHDA.

If multiple, equally qualified submissions are received, preference will be given to entities that submit organized and complete submissions demonstrating that communities which are qualified, experienced, financially solvent, locally and neighborhood supported, which outline housing-oriented impactful activity proposals and methodology that is reasonable and can be completed within **2021**.

MSHDA has the right to select entities for further consideration of funding at their own discretion based on the proposals submitted, regional distribution, and any criteria determined relevant including but not limited to conference calls and/or site visits. The timeline for making an award determination and notifying all respondents is anticipated to be no later than **February 28, 2021**.

All submissions are considered public information and are subject to discover under the Freedom of Information Act (FOIA).

This submission is not a binding agreement and the notice of selection under this submission does not guarantee project funding. Upon final approval from MSHDA, each selected entity must complete a formal application. Upon successful submission of an application, a written agreement will be executed between the selected agency and MSHDA which will at that time guarantee project funding. No project costs may be incurred prior to formal written authorization from MSHDA. MSHDA is not liable for any costs incurred prior to execution of a grant agreement

Once I Apply What is Next?

All Submissions will be evaluated based on the following criteria: Eligibility, Timing Feasibility, Local Support, potential selected component(s), need/impact on the proposed area(s), geographical distribution and capacity. A conference call and/or site visit may be warranted. Funding reservation amounts are contingent on actual responses received and scoring outcomes which may be adjusted by MSHDA at its discretion.

It is anticipated that decisions will be made on or before **February 26, 2021**. Once selected, an agency will move towards the next step in the award process and a Neighborhood Enhancement Team Champion will be designated to assist with the preparation and completion of an electronic partnership profile and application process in **March/April 2021** and grant administration/activity implementation.

Tentatively Save The Date for upcoming training sessions for all selected entities which will be held remotely via Microsoft Teams on **Tuesday, March 16, 2021 from 9 a.m. – 2 p.m.** to meet your Champion and receive Matt 2.0 system access training. In addition, a separate remote via Microsoft Teams compliance training is anticipated to be held on **Thursday, April 22, 2021 from 10 a.m. – 2 p.m.**

An executed grant agreement must be in place prior to **May 2021**. The effective date to begin activities is anticipated to be after **May 1, 2021** with a completion date of **December 31, 2021**.