

ALPENA CITY COUNCIL MEETING

December 21, 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 & Closed Sessions of December 7, 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 \$1,298,005.48.
 - B. Council Appointment of Griffin Saddler to the Recreation Advisory Board for a Three-Year Term Expiring on December 1, 2023.
 - C. Budget Amendment Request to Increase the Supply Account Within the General Fund for COVID-19 Related Expenses.
8. Presentations.
 - A. City Wide Pride Program – Kathy Himes, Human Resources Director.
 - B. Introduction of Building Inspector, Billy Vogt, and Administrative Assistant, Kathleen Sauve – Andrea Kares, Planning & Development Director.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.
12. Communications and Petitions.
13. Unfinished Business.

Farmer’s Market Lease of Mich-E-Ke-Wis Warming Shelter – Rich Sullenger, City Engineer.
14. New Business.
 - A. Nature Fine Art/Craft Event at Duck Park on June 26-27, 2021 – Rachel Smolinski, City Manager.
 - B. Alpena County Ambulance Service Contract – Bill Forbush, Fire Chief.
 - C. Bowfishing Tournament to be Held in 2021 – Nate Blury.

D. North Second Avenue and Miller Street Intersection – Stephen Shultz, Assistant City Engineer.

E. Sewer Main Analytical Tool Recommendation – Rich Sullenger, City Engineer.

F. Water Treatment Plant Filters Valves 5-7 Materials Bid Recommendation – Rich Sullenger, City Engineer.

15. Adjourn to Closed Session to Discuss a Collective Bargaining Agreement and Pending Litigation of Currier LLC and Katherine Schultz vs the City of Alpena.
16. Return to Open Session.
17. Possible Action on a Collective Bargaining Agreement.
18. Adjourn.

Rachel R. Smolinski
City Manager

COUNCIL PROCEEDINGS

December 07, 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 6:00 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 Mitchell, to approve the agenda.

Motion carried 5-0.

MINUTES

The minutes of the regular session of November 16, 2020 were approved as printed.

CONSENT AGENDA

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, that the following Consent Agenda items be approved:

- A. Bills Allowed – in the Amount of \$168,719.37 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
- 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.

Motion carried 5-0.

FARMER'S MARKET LEASE AGREEMENT

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to postpone a decision on the Farmer's Market Lease of Mich-e-ke-wis warming shelter until the December 21, 2020 meeting.

Motion carried 5-0.

**INTERGOVERNMENTAL AGREEMENT FOR FIRE DEPT. ORGANIZATIONAL
AND RESPONSE SERVICE**

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, to discontinue discussion of the Intergovernmental Agreement for Fire Department Organizational and Response Service with the Charter Township of Alpena.

Motion carried 4-1 with votes as follows:

Ayes: Nowak, Hess, Johnson and Mitchell.

Nays: Waligora.

PUBLIC WORKS SERVICE CENTER MECHANICAL MAINTENANCE

No bids were received by the deadline of November 10, 2020. The current contractor, Lakeshore Plumbing, Heating and Cooling, was contacted and submitted a bid.

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the Mechanical Maintenance Contract for the Public Works Service Center with Lakeshore Plumbing, Heating and Cooling, in the amount of \$1,995 per year for 2021-2025.

Motion carried 5-0.

AUDIBLE PEDESTRIAN SIGNAL

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve, endorse and recommend the installation of an audible pedestrian signal at the intersection of Chisholm Street and Third Avenue to the Michigan Department of Transportation.

Motion carried 5-0.

WATER RECYCLING PLANT PVP PUMP CONTRACT MODIFICATION 2

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to execute a contract modification with Meridian Contracting in the amount of \$117,900 for a PVP pump installation at the Water Recycling Plant.

Motion carried 5-0.

NEIGHBORHOOD ENHANCEMENT PROGRAM GRANT

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to allow the City to apply for the Neighborhood Enhancement Program Grant for the

maximum amount of \$75,000.

Motion carried 5-0.

RECESS

The Municipal Council recessed at 7:28 p.m.

RECONVENE - CLOSED SESSION

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to reconvene in closed session at 7:32 p.m. to discuss pending litigation between the City of Alpena and the Charter Township of Alpena.

Motion carried 5-0.

RECONVENE – OPEN SESSION

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the Municipal Council reconvened in open session at 8:55 p.m.

ADJOURN

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, the Municipal Council adjourned at 8:56 p.m.

Matthew Waligora
Mayor

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

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EXP CHECK RUN DATES 12/22/2020 - 12/22/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A-1 TREE SERVICE	20-463	BAGGED LAWN & LEAF PICK-UP 11/20	10,100.00
AIRGAS USA LLC	9974773626	SUPPLIES - EMS DISP	18.60
AIRGAS USA LLC	9106811191	SUPPLIES - EMS DISP	36.26
AIRGAS USA LLC	9106992344	SUPPLIES - EMS DISP	22.79
AIRGAS USA LLC	9107307582	SUPPLIES - EMS DISP	31.05
AIRGAS USA LLC	9975497334	SUPPLIES - EMS DISP	18.60
AIRGAS USA LLC	9107609217	SUPPLIES - EMS DISP	31.05
AIRGAS USA LLC	9975449253	VEH MAINT - DPW	68.20
ALPENA COUNTY TREASURER	121120	IT CONTRACTED SVCS 12/20	8,118.00
ALPENA DIESEL SERVICE	67106	VEH MAINT #42	206.74
ALPENA DIESEL SERVICE	67122	VEH MAINT - DPW	259.40
ALPENA POWER COMPANY	122220	ELECTRIC	17,351.27
ALPENA SUPPLY CO	S100293493.001	SUPPLIES - FIRE/EMS	32.61
ALPENA SUPPLY CO	S100293555.001	SUPPLIES - FIRE/EMS	2.34
ALPENA SUPPLY CO	S100293694.001	CHEMICALS - SEWAGE	898.00
AMAZON CAPITAL SERVICES INC	17YK-VP1X-4YY1	SUPPLIES - FIRE/EMS	24.99
AMAZON CAPITAL SERVICES INC	1HTM-LX7L-H9CX	UNIFORMS - FIRE/EMS	99.98
AMAZON CAPITAL SERVICES INC	14WW-C114-X7D3	COVID SUPPLIES - FIRE/EMS	295.92
AMAZON CAPITAL SERVICES INC	1646-C1M7-1RRH	SUPPLIES - EMS DISP/COVID	1,524.86
ANDREW MARCEAU	120420	MEAL REIMB/DUES - FIRE/EMS	93.15
ANDREW WILLIAMS	120520	MEAL REIMB - EMS	61.00
BALL TIRE & GAS INC	187970	VEH MAINT - DPW	823.02
BOUND TREE MEDICAL LLC	83833433	SUPPLIES - EMS DISP	157.74
BOUND TREE MEDICAL LLC	83833432	SUPPLIES - EMS DISP	280.56
BOUND TREE MEDICAL LLC	83865593	SUPPLIES - EMS DISP	34.60
BOUND TREE MEDICAL LLC	83871146	SUPPLIES - EMS DISP	75.99
BP	59264975	GAS/FUEL - FIRE/EMS/EQ	3,762.89
BRUCE TILLINGER	113020	MECHANICAL INSP SVCS 11/20	2,812.00
BRUCE TILLINGER	113020A	PLUMBING INSP SVCS 11/20	778.00
CARQUEST AUTO PARTS	420827	VEH MAINT - DPW	43.66
CARQUEST AUTO PARTS	420906	VEH MAINT - DPW	(108.90)
CARQUEST AUTO PARTS	420895	SUPPLIES - FIRE	3.61
CARQUEST AUTO PARTS	421096	VEH MAINT - DPW	8.04
CARQUEST AUTO PARTS	421214	VEH MAINT #19	101.50
CARQUEST AUTO PARTS	421359	VEH MAINT - DPW	22.14
CARQUEST AUTO PARTS	421567	VEH MAINT - EMS	15.33
CARQUEST AUTO PARTS	421572	VEH MAINT - DPW	9.80
CARQUEST AUTO PARTS	421822	VEH MAINT - DPW	81.85
CARQUEST AUTO PARTS	421837	VEH MAINT - DPW	24.06
CARQUEST AUTO PARTS	421838	VEH MAINT - DPW	24.60
CARQUEST AUTO PARTS	421843	VEH MAINT - FIRE	6.22
CARQUEST AUTO PARTS	421844	VEH MAINT - POLICE	3.11
CARQUEST AUTO PARTS	421845	VEH MAINT - EMS	3.11
CARQUEST AUTO PARTS	421846	VEH MAINT - DPW	15.54
CARQUEST AUTO PARTS	421847	VEH MAINT #20	170.53
CARQUEST AUTO PARTS	421866	VEH MAINT - DPW	6.92
CARQUEST AUTO PARTS	422390	VEH MAINT - FIRE EQ	30.90
CARQUEST AUTO PARTS	422434	VEH MAINT #38	5.61
CHARTER COMMUNICATIONS	7316 12/20	FAX LINE - PUBLIC WORKS	89.98
CHARTER COMMUNICATIONS	2978 12/20	WATER TWR INTERNET SIGNALS	575.83
CLIA LABORATORY PROGRAM	23D1068876-21	LAB CERT FEE - EMS	180.00
DEAN ARBOUR FORD LINCOLN MERCURY	159537	VEH MAINT - POLICE	34.13
DEAN ARBOUR FORD LINCOLN MERCURY	31130	VEH MAINT - DPW	9.44
DEAN ARBOUR FORD LINCOLN MERCURY	31183	VEH MAINT - DPW	135.00
DEAN ARBOUR FORD LINCOLN MERCURY	31191	VEH MAINT - DPW	190.67
DTE ENERGY	122220	GAS	10,446.44
EAGLE SUPPLY CO	116693	SUPPLIES - FIRE/EMS	142.82
EAGLE SUPPLY CO	116943	SUPPLIES - CITY HALL	66.00
EAGLE SUPPLY CO	117046	TOWELS - CH/PW	92.00
ELECTION SOURCE	20-56688	SUPPLIES - ELECTION	2,135.00
EMERY ENTERPRISES	18698	SUPPLIES - PUBLIC WORKS	50.00
EMERY ENTERPRISES	28724	UNIFORMS - BLDG	14.98
FASTENAL COMPANY	MIALP179702	VEH MAINT - DPW	139.40
FASTENAL COMPANY	MIALP17962	VEH MAINT - DPW	12.16
FITZPATRICK'S HARDWARE	5279429	SUPPLIES - FIRE/EMS	8.99
FITZPATRICK'S HARDWARE	5282037	VEH MAINT - DPW	19.78
FRANCIS ROSINSKI	113020	ELECTRICAL INSP SVCS 11/20	890.00
FREESE HYDRAULICS & EQUIP REPAIR	38029	VEH MAINT - DPW	828.00
FREESE HYDRAULICS & EQUIP REPAIR	38188	VEH MAINT - DPW	1,347.00
FREESE HYDRAULICS & EQUIP REPAIR	38223	VEH MAINT - DPW	701.65
FREESE HYDRAULICS & EQUIP REPAIR	38318	VEH MAINT - DPW	60.00
FRONTIER	2793 12/20	TELEPHONE - POL/FIRE/EMS	108.81

INVOICE REGISTER

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EXP CHECK RUN DATES 12/22/2020 - 12/22/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
FRONTIER	4175 12/20	TELEPHONE - FIRE/EMS	40.64
FRONTIER	5445 12/20	TELEPHONE - FIRE/EMS	75.63
FRONTIER	7204 12/20	ELEVATOR TELEPHONE - CITY HALL	57.68
FRONTIER	7430 12/20	ELEVATOR TELEPHONE - PUBLIC SAFETY	57.68
FRONTIER	9535 12/20	ALARM PHONE LINES - SEWER	594.54
GRAND TRAVERSE	54865	RADIO MAINT - FIRE/EMS	1,291.74
GREENWAY	113020	DUMPSTER CHARGES 11/20	927.50
HALLS SERV-ALL	113020	RENTAL FEE - PARKS	305.00
HURON ENGINEERING AND SURVEYING INC	4029	TESTING SERVICES - MAJ ST	1,310.00
HURON ENGINEERING AND SURVEYING INC	4039	TESTING SERVICES - SEW/WATER	175.00
HURON ENGINEERING AND SURVEYING INC	4071	TESTING SERVICES - MAJ ST	120.00
INTERSTATE BATTERY SYSTEM INC	23422714	VEH MAINT - EMS	281.00
JEROMES TOWING	20-2337	IMPOUND TOWING - POLICE	80.00
KCI	294404	POSTAGE/TAX MAILING SVCS	821.34
KENDALL ELECTRIC INC	S109748243.001	MAINT - LIGHTS	17.14
KENDALL ELECTRIC INC	S109751200.001	MAINT - LIGHTS	74.88
KENDALL ELECTRIC INC	S109748378.001	MAINT - LIGHTS	391.52
KENDALL ELECTRIC INC	S109753372.001	MAINT - LIGHTS	16.00
KENDALL ELECTRIC INC	S109749166.001	MAINT - LIGHTS	623.76
KENDALL ELECTRIC INC	S109768478.001	MAINT - LIGHTS	146.67
KENDALL ELECTRIC INC	S109777098.001	MAINT - LIGHTS	91.20
LEE WHITLOW	AP19-3225C	AMBULANCE REFUND	200.00
MANAGEMENT & BEHAVIOR	120520	EMP EVALUATION - FIRE/EMS	800.00
MCVEIGHS TRUCK SPRINGS	018692	VEH MAINT - DPW	489.50
MICHIGAN STATE FIREMEN'S ASSOC	120120	2021 MEMBERSHIP DUES	75.00
MICHIGAN STATE POLICE	551-570650	SOR REGISTRATION - POLICE	30.00
MID MICHIGAN HEALTH	700000774 11/20	EMPLOYEE PHYS - BLDG/FIRE/EMS	150.00
MID MICHIGAN MEDICAL CENTER-ALPENA	491	SUPPLIES - EMS DISP	275.00
MILLER OFFICE MACHINES	AR13215	COPIER MAINT 12/20 - CH/PSF	368.42
NEMCOG	09-738-201102	PLANNING SVCS - MGR	3,578.50
NYE UNIFORM COMPANY	749219	UNIFORMS - POLICE	159.50
NYE UNIFORM COMPANY	758064	UNIFORMS - POLICE	67.50
NYE UNIFORM COMPANY	758306	UNIFORMS - POLICE	750.30
NYE UNIFORM COMPANY	758307	UNIFORMS - POLICE	741.00
NYE UNIFORM COMPANY	761284	UNIFORMS - POLICE	(45.50)
OFFICE DEPOT	16402360	SUPPLIES - PUBLIC SAFETY	399.90
OFFICE DEPOT	16671444	SUPPLIES - CLERK/TREAS	217.79
OVERHEAD DOOR CO OF ALPENA INC	59552	BLDG MAINT - FIRE/EMS	607.76
PLS PRINTING SERVICES LLC	49384	SUPPLIES - POL/FIRE/EMS	182.00
PNC FINANCIAL SERVICES GROUP	111220	ANNUAL CITY RETIREMENT CONTRIBUTION	983,398.00
PRESQUE ISLE ELECTRIC & GAS CO	81166373 11/20	ELECTRIC - AIR BASE	27.54
R W MERCER COMPANY INC	173932	MAINT - BOAT HARBOR	250.00
R W MERCER COMPANY INC	174096	MAINT - BOAT HARBOR	910.36
RAPID RESULTS	11530	DOT PHYSICAL - PW	100.00
RAPID RESULTS	11535	DRUG/ALCOHOL SCREEN - GEN/PW	135.00
RAPID RESULTS	11552	DRUG SCREEN - PW/EQ	90.00
RAPID RESULTS	11562	DRUG SCREEN - PUBLIC WORKS	30.00
RAPID RESULTS	11569	DRUG SCREEN - BLDG	30.00
ROBERT WHELOCK	120520	WORK APPAREL ALLOW - PW	250.86
ROWLEYS WHOLESALE	1200320-00	VEH MAINT - DPW	566.29
ROWLEYS WHOLESALE	1200339-00	VEH MAINT - DPW	976.10
SCOTT-MERRIMAN INC	066274	PARKING TICKETS	1,674.00
SEVAN K INC	303 12/20	VEH MAINT - EQ	28.00
SEVAN K INC	313 12/20	VEH MAINT - POLICE	99.75
SHI INTERNATIONAL CORP.	B12748783	ADOBE LICENSES - IT	5,445.60
SIRCHIE FINGERPRINT LABORATORIES	0472331-IN	SUPPLIES - POLICE	70.00
SOLUCIENT SECURITY SYSTEMS	473365	MAINT - PUBLIC WORKS	95.46
SPECIFICATION STONE PRODUCTS	2560982	GRAVEL - STORES	15,980.00
STATE OF MICHIGAN	MIDEAL-44/21	EXTENDED PURCHASING FEE	180.00
STATE OF MICHIGAN	491-386224	QUALITY ASSURANCE ASSESSMENT PROG -	2,658.92
SUEZ WATER ENVIRONMENTAL SERVICES	202041346	CONT OPERATIONS 11/20	127,550.44
SUEZ WATER ENVIRONMENTAL SERVICES	202041388	CONT OPERATIONS 11/20	59,285.26
SUPERIOR IMAGE CLEANING	112920	CITY CUSTODIAL SERVICES	2,772.16
TED FESTERLING LLC	8941	VEH MAINT - DPW	1,239.95
TELEFLEX LLC	9503243147	SUPPLIES - FIRE/EMS	610.50
TELNET	209504	TELEPHONE	721.09
THE ALPENA NEWS	DC1107 11/20	PUBLISHING/ADVERTISING	739.62
THE GRIND-DING SHOP	142496	VEH MAINT - DPW	42.83
THOMAS SPRINGS	AP20-2477C	AMBULANCE REFUND	92.78
THOMPSONS LINEN SERVICE	70483 11/20	RUGS/UNIFORMS/SUPP-CH/CEM/PSF/PW/PK	637.28
THUNDER BAY ELECTRIC INC	229372	MAINT - LIGHTS	1,952.32
THUNDER BAY ELECTRIC INC	229373	MAINT - XMAS LIGHTS	47.86

INVOICE REGISTER

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EXP CHECK RUN DATES 12/22/2020 - 12/22/2020

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
THUNDER BAY ELECTRIC INC	229374	TRAFF SIGNAL MAINT - MAJ ST	71.55
THUNDER BAY ELECTRIC INC	229426	MAINT - XMAS LIGHTS	119.65
TIM HEPBURN	121120	WORK APPAREL ALLOW - PW	180.41
TRACTOR SUPPLY CREDIT PLAN	200904687	SUPPLIES - CEMETERY	14.99
VERIZON CONNECT NWF INC	2293328	VEH TRACKING SVC 12/20 - EMS	32.38
VISA/ELAN FINANCIAL SERVICES	1790 12/20	SUPPLIES/RADIO MAINT - POLICE	2,005.65
VISA/ELAN FINANCIAL SERVICES	2432 12/20	SUPPLIES - CLERK/TREAS	20.75
VISA/ELAN FINANCIAL SERVICES	4503 12/20	MAINT - IT	59.98
VISA/ELAN FINANCIAL SERVICES	5087 12/20	LOG-IN - MGR	15.89
VISA/ELAN FINANCIAL SERVICES	6116 12/20	MBR DUES/VEH TRACKING/FEES/VEH MAINT	354.46
VISA/ELAN FINANCIAL SERVICES	7661 12/20	MBR DUES/FOOD/SERVICE - C/T	188.58
WEINKAUF PLUMBING & HEATING INC	11124	BLDG MAINT - FIRE/EMS	279.25
WEST SHORE FIRE INC	23191	SUPPLIES - FIRE/EMS	77.89
WEX BANK	68983164	GAS/FUEL - POL/FIRE/EMS/EQ/SUEZ	773.33
WITMER PUBLIC SAFETY GROUP	E2025867	HELMETS - FIRE	1,423.84
YEO & YEO COMPUTER CONSULTING	252799	FORTICARE PLUS SOFTWARE	388.00
Total:			1,298,005.48

12/21/2020

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
Appoint	Griffin Saddler	Recreation Advisory Board	3	12/1/2023	City Council

BUDGET AMENDMENT REQUEST

Fund: General Fund
Department: General

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-170-726-000	Supplies	\$35,000	\$20,000	\$55,000

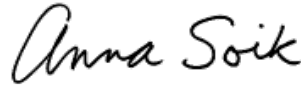

Justification for Budget Amendment

Covid-19 related supplies expense are charged to this account. The City received money from the Cares Act Grant to cover this expense.

Michigan Uniform Accounting and Budget Act:

** Requires budget amendments before any expenditures exceed the budget.

** The City Manager and City Clerk/Treasurer/Finance Director are authorized by the Municipal Council to make budgetary transfers within the departments established through this budget. All transfers between departments or funds or from fund balance may be made only by further action of the Municipal Council.

Department Head	Date
	12/11/2020
Clerk/Treasurer	Date
	12/11/2020
City Manager	Date
City Council	Date

Memorandum



Date: December 21, 2020

To: Mayor Waligora and Municipal Council

Copy: Anna Soik, City Clerk/Treasurer/Financial Director

From: Kathy Himes, Human Resources

Subject: City Wide Pride Program

In December of each year, the Mayor presents the individuals with the highest number of slips with their “City Wide Pride” certificate. In addition to being presented with a certificate, as appreciation for a job well done, award winners are given four hours of personal time to be used before the end of the fiscal year.

Today the presentation looks a little different since we are meeting virtually. Employees are not able to attend this Council meeting in person. On your screen you will see pictures of the employees who received the awards for 2020.

This year, there are eight awards to be presented – DPW Technician Tim Corn, Administrative Assistant for Police and Fire Tracy Marquardt, Fire Command Mike Sanders, Firefighter/Paramedic Chris Morrison, Police Command Eric Hamp, Police Patrol Linnessa Mellberg, and for the Administrative team there was a tie, Engineering Assistant Shannon Smolinski and Human Resources Director Kathy Himes.

Congratulations to all recipients. It has been a tough year and all employees deserve recognition for working through 2020 with courage and dignity. All employees of the City persevered through extremely difficult times this year.

Memorandum



Date: December 16, 2020

To: Mayor and City Council Members

Copy: Anna Soik, City Clerk/Treasurer/Finance Director

From: Rachel Smolinski, City Manager *RRS*

Subject: Blue Ribbon Events-Art Fair Request

A large event application for an art/craft show at Duck Park on June 25-27, 2021 was received from Blue Ribbon Events on November 2, 2020. The application was circulated to City Staff for evaluation and comment; and a request for a site plan was received from the Fire Department.

In response, a site plan for the event was submitted to the City on December 1 and that site plan was circulated to staff for further evaluation and comment. I have included staff comments from Fire, Police, and Building Departments along with comments from the Wildlife Sanctuary Board with this memo.

Given issues with parking and safety identified at Duck Park, it is my recommendation that, if approved, the event be hosted at Bayview Park. I did consider Mich-e-ke-wis Park; however, there is a conflict with the Farmers Market event on the requested Saturday. There are art fairs hosted on the water in other communities along with Art on the Bay here in Alpena and wind issues can be mitigated with proper anchoring of tents and displays. According to building code, even a temporary structure must be secured firmly to the ground to resist winds of up to 90mph.

In addition, promotional signage may be placed at the event site *only* on the days of the event. It is also recommended that the organizer provide private security for the event.





APPLICATION FOR PERMIT/RESERVATION LARGE EVENT APPLICATION (More than 100 People)

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

Facility Needed: Friday-Sunday June 25-27, 2020 Beginning Time 10 0 am/pm
Day Date

Approximate Number of People in Party _____ Ending Time 5 0 am/pm

Event Description Art/craft show incooperating wildlife not for profits

Name of Organization: Blue Ribbon Events

Name of Applicant: Danielle Lynch Phone Number: 231-350-8277

Address Applicant: P.O. Box 1162, Bellaire, Michigan 49615 Email: Blueribboneventsllc@gmail.com

Applicant's Signature: [Signature] Date: 11/02/20

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

Mark ALL facilities you are requesting the use of

Parks Available for Reservation

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

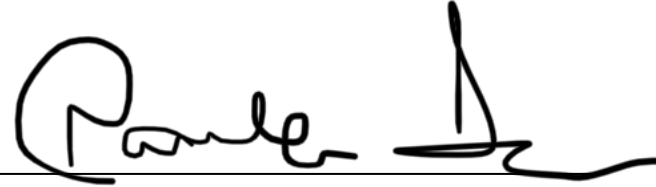
Duck park

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

- I. **The purpose and character of the proposed Event is as follows:**
Fine art and craft show. The focus will be on nature related art, upcycled, repurposed or recycled art. We intend to have a Plein air live painting component to benefit the Alpena Wildlife Sanctuary Board. We will also feature nature related informational booths such as Audibon, fly fishing techniques, Alpena Sanctuary Board, Thunder Bay National Marine Sanctuary and Thunder Bay River Center. Our goal is to promote and help preserve the natural northern Michigan wildlife.
- II. **The proposed Event is to be conducted at (address):**
Duck park corner of Long Rapids Rd & US 23
- III. **The dates and hours during which the proposed Event is to be conducted are as follows:**
10am to 5pm daily. We need to mark location for booths either night before or at 6am. Vendors will begin setting up at 2pm Friday. Completed setup resumes 7am to 9am Saturday. Breakdown of show and cleanup Sunday 5-8pm.
- IV. **Applicant estimates that the maximum number of persons expected at the Event for each day it is conducted is:**
We expect 50 artists/crafters. We estimate no more than 100 visitors per hour. We are providing 6-10 feet between each booth and increasing walkways to provide adequate social distancing should people desire. We are also implementing hand sanitizing stations throughout show. At least 24. See attached social distance proposal.
- V. **The applicant hereby agrees to observe and obey the minimum requirements contained in this policy and the laws of the City of Alpena, County of Alpena, and the State of Michigan. The applicant furthermore agrees to cooperate in all manners with law enforcement officials as the need may arise.**
- VI. **HOLD HARMLESS CLAUSE: The Person shall defend, pay on behalf of, and hold harmless the City of Alpena, its employees, agents, public officials, and volunteers from and against any and all losses, damages, expenses, claims, suits, and demand of whatever nature resulting from damages or injuries, including death, to any persons or property, and including any claim for losses incurred by reason of project delay, impact (soft) costs, or other intangible losses that might result from Person late or defective performance, caused by or arising out of any action, omission, or operation performed in connection with work attributable to this contract; provided, however, the Person shall not be required to indemnify the City of Alpena, its employees, agents, public officials, and volunteers for any damages or injuries, including death, to any person or property caused solely and exclusively by the negligence of the City of Alpena, its employees, public officials, and volunteers.**

11/02/20

Date: _____



Applicant's Signature

Received by City Clerk's Office:

By: _____

Date: 11/02/20 _____

Approved

By: _____

Date: _____

Contact DPW at (989) 354-1780 to make arrangements to pick up the key (Bandshell and Mich-e-ke-wis rentals). Office hours for DPW are Monday – Friday, 7 a.m. to 3:30 p.m.

IF YOU DO NOT PICK UP THE KEY PRIOR TO YOUR RENTAL DATE, THERE WILL BE A CHARGE FOR A CITY EMPLOYEE TO BE CALLED OUT TO GET YOU A KEY. THE AMOUNT CHARGED WILL BE APPROXIMATELY \$70.00, AND IT WILL BE DEDUCTED FROM YOUR DEPOSIT.

LARGE EVENT STAFF REVIEW AND COMMENT

(STAFF USE ONLY)

CITY STAFF SHALL MARK THE APPROPRIATE ITEMS TO BE PROVIDED BY THE APPLICANT

- ☒ Police and fire protection Private security
- ☐ Food and water supply and facilities
- ☒ Health and sanitation facilities
- ☐ Medical facilities and services, including emergency vehicles and equipment
- ☐ Vehicle access and parking
- ☐ Camping and trailer facilities
- ☐ Illumination facilities
- ☐ Communication facilities
- ☐ Noise control and abatement
- ☒ Facilities for clean-up and waste control
- ☐ Barrier locations and type
- ☒ Insurance and bonding agreement
- ☒ Attach a detailed map or maps of the overall site of the proposed assembly
- ☒ Waiver of Liability
- ☒ Emergency contact information including name, telephone number, address, and email address

Attach a detailed explanation, including drawings and diagrams where applicable, of the applicants plan to provide for all of the above checked items.

LARGE EVENT MINIMUM REQUIREMENTS

Applications for large events are subject to subsections A through L, and such additional requirements as may be imposed. The information for all those items checked must be submitted to the City Clerk's Office four (4) weeks prior to the event.

- ☒ **A. SECURITY PERSONNEL** – The sponsor shall employ, at its own expense, such security personnel as are necessary and sufficient to provide for the adequate security and protection of the maximum number of persons at the event and for the preservation of order and protection of property in and around the site of the event. No permit shall be issued unless the City of Alpena Police Department is satisfied that such necessary and sufficient security personnel will be provided by the sponsor for the duration of the event. Private Security

- ☒ **B. RESTROOM FACILITIES** – The sponsor shall provide additional restroom facilities as needed beyond those regularly provided by the City of Alpena. The numbers and types of facilities required shall be determined, on the basis of the number of persons to attend the event, in the following manner:

<u>Facilities</u>	<u>Male</u>	<u>Female</u>
Toilets	1:200	1:75
Urinals	1:150	N/A

If Unisex facilities are to be provided, the following ratio is to be followed: 1:75

The sponsor shall provide for liquid waste disposal in accordance with all rules and regulations pertaining thereto by the Alpena County Health Department. An executed agreement shall be provided to the City between the sponsor and a licensed pumper or hauler, which agreement will assure proper, effective, and frequent removal of liquid waste from the premises so as to neither create a nuisance nor menace to the public health.

- ☐ **C. FOOD SERVICE:** If food service is made available on the premises, it shall be delivered only through caterers or vendors licensed and in accordance with provisions of the local health department being District Health Department #4, (989) 356-4507.
- ☐ **D. MEDICAL PERSONNEL/FACILITIES:** The sponsor shall provide for medical personnel and facilities. The kind, location, staff strength, medical and other supplies and equipment of such facilities shall be approved by the Fire Chief for the City of Alpena. An ambulance may be required for events including, but not limited to, running races and triathlons. Such ambulance will be located with unencumbered access to the persons in attendance at the event and a clear route of egress from the event conducive to rapid travel shall be maintained at all times.

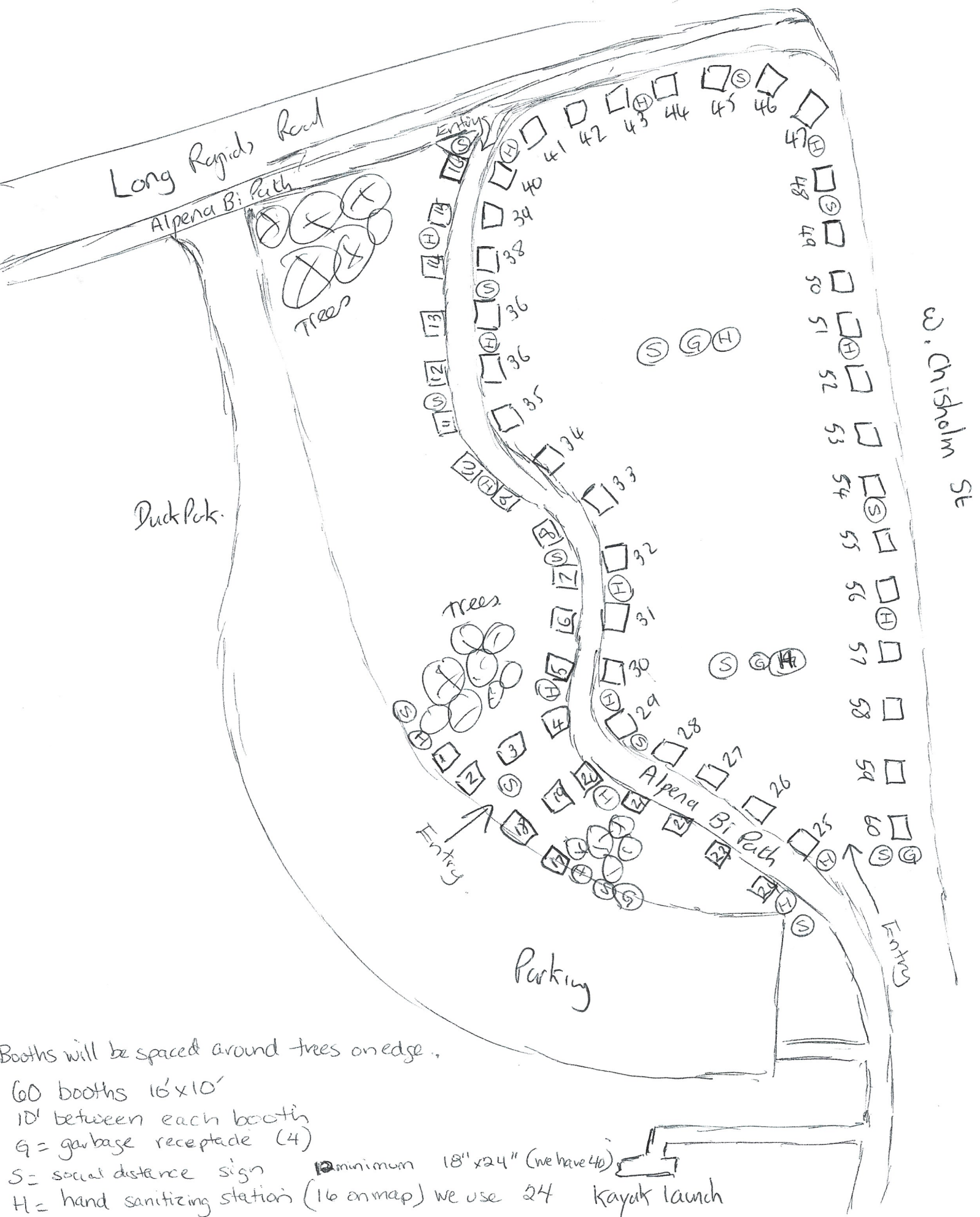
- ✓ **E. GARBAGE & TRASH DISPOSAL:** The sponsor shall provide for solid waste storage on, and disposal from, the premises. Storage shall be in covered, fly tight and rodent-proof containers, provided in sufficient quantity to accommodate the number of persons attending the event. An executed agreement shall be provided to the City between the sponsor and a licensed solid waste collector, which agreement will assure proper, effective, and frequent removal of solid waste from the premises so as to neither create a nuisance nor menace to the public health.
- **F. ACCESS AND TRAFFIC CONTROL:** The sponsor shall provide for ingress and egress from the premises so as to ensure an orderly flow of traffic onto and off from the premises. Traffic lanes and other space shall be provided and kept open for access by ambulance, fire equipment, and other emergency services as required by the City of Alpena Fire Chief and Police Chief.
- **G. PARKING:** At each park either on-street or off-street parking is provided. Parking shall only be allowed in designated and maintained parking areas. The sponsor shall provide for and ensure orderly parking and shall maintain such parking and traffic patterns within the parking area as to assure that each vehicle shall have a clear route by which to leave the parking area at all times.
- **H. ILLUMINATION:** The sponsor shall provide additional electrical illumination of all occupied areas to ensure the safety and comfort of all event attendees if required by the Police Chief.
- ✓ **I. INSURANCE:** Any sponsor, individual, applicant, or entity holding an event in the City of Alpena's Parks shall be required to have liability insurance in the amount of at minimum one million dollars (\$1,000,000) and shall name the City of Alpena as an additional insured.
- **J. BARRIER:** The sponsor may be required to erect a barrier completely enclosing the site. Such barrier shall have sufficient height and strength as will preclude persons in excess of the maximum permissible persons from gaining access and such barrier shall have sufficient gates, properly located, so as to provide ready and safe ingress and egress. The sponsor shall insure that public sidewalks, streets, alleys, and rights-of-way are not blocked or obstructed by the participants at the event, their vehicles, or their activities. The City reserves the right to establish a capacity for the area requested to be utilized by an event.
- ✓ **K. MISCELLANEOUS:** Prior to issuance of a permit, the City of Alpena may impose any other condition(s) reasonably calculated to protect the health, safety, welfare, and property of persons attending the event, persons visiting the park, or citizens of the City of Alpena.
- ✓ **L. COST RECOVERY:** The City reserves the right to recover costs from the applicant for any and all work incurred by the City resultant from the event and failure on the part of the applicant to comply with this policy. If warranted by City staff, a bond may be required in advance of the event.

CITY OF ALPENA EVENT RULES AND REGULATIONS

1. Reservations for use of the parks and facilities may be taken for the current calendar year or the following calendar year.
2. Reservations may be made by mail or in person at the City Clerk's Office, City Hall, 208 N. First Avenue, Alpena, MI 49707, (989) 354-1720.
3. Reservations are not confirmed nor considered until payment and deposit is received with reservation application or confirming letter is sent.
4. All applications will be considered on a first received basis, per the appropriate tier.
5. Persons must be 18 years old or older to reserve a facility.
6. Patrons are responsible for keeping the parks clean by leaving the surrounding grounds free of litter after the event. Trash generated by the event at the pavilion or Mich-e-ke-wis warming shelter may be deposited in the dumpster located near the warming shelter. Additional bags are located in the bottom of the trash receptacle. Further fees may be assessed and/or future access to park facilities through reservations may be prohibited. Any deposit collected is to be returned if patrons have cleaned their area and taken additional refuse with them and no damages are evident.
7. If picnic tables are relocated for the event, they must be returned to their original location.
8. All advertising shall be limited to identification and/or location of the event. All sales of merchandise or other material is prohibited unless allowed by permit.
9. Use of the parks or facilities for profit by any individual, entity, or organization shall be prohibited or allowed by permit only.
10. The permit holder further agrees to pay the City of Alpena for damages to the property caused by any person during the permitted event.
11. The City of Alpena Parks are open from 8 AM to 11 PM, unless otherwise posted at the main vehicle entrance to the park. Variance to this shall be authorized as outlined in the permit.

GENERAL PARK RULES

1. Alcohol is not permitted in City Parks unless the City Manager promulgates rules to the contrary.
2. Glass is prohibited in City Parks.
3. Owners must ensure that their pets are controlled per City of Alpena ordinances and the owners shall be responsible for cleaning up any droppings.
4. All motorized vehicles must remain in designated parking areas unless expressly approved in the application.
5. Park Hours are from 8:00 AM until 11:00 PM each day unless amended by the City Manager.



W. Chisholm St

Blue Ribbon Events

Social Distancing Plan

Danielle Lynch

www.blueribbonevents.com

231-250-8277

blueribboneventsllc@gmail.com

Blue Ribbon Events Social Distancing Plan, promotion and policies

We will be responsible for the following:

- Socially distanced show
- Garbage removal & collection – Garbage receptacles are provided for and collected by Blue Ribbon Events staff
- Booth & show layout – to be done by Blue Ribbon Events Friday am before event
- Portolet rental – Additional portolets may be added to lighten event use of public facilities
- Load in & Out of vendors – Vendor load in and out will be coordinated by Blue Ribbon Events. Vendors check in, unload at booth location and move car to designated vendor parking before setup begins. This alleviates any congestion and chaos. Upon breakdown, load out tickets are given out to bring vehicle in for load out. No artist is allowed a vehicle on footprint before tent is down.
- Disposable gloves and masks available at info booth for patrons that need them.
- Grounds returned in as is condition minus normal foot traffic wear and tear.
- All signage removed from town footprint by Blue Ribbon Events within 24 hours from end of event

Events Promotion

Our events are promoted several ways. The amount of advertising is dependent on the size of event promoted.

1. Local radio advertising
2. Local print advertising
3. Zapplication - artist licensed portal
4. Social media
5. National artist groups & societies
6. Local posters featured in area businesses
7. 18" by 24"-yard signage
8. signage on location at least 2 weeks prior to event. Not to conflict with any other on sight event.
9. Area tourism websites
10. local chamber of commerce

COVID19 Policies & procedures

In a world that was turned upside down, Blue Ribbon Events was the first promoter to tackle and successfully run 16 events during summer/fall of 2020 with safe, agreed upon Covid policies and procedures to protect both artists and patrons. We did this multiple ways including scaling back the size of events to create a smaller, boutique setting. We feel this will be the new face of events for the foreseeable future. Our proven track record speaks for itself and reference may be provided upon request from cities, municipalities and townships we have worked with. These are new uncharted times for art/craft show organizers and vendors. The safety of our vendors and shoppers are our utmost concern. We have implemented several new procedures to promote social distancing. Should Covid remain a concern for show dates, we agree to implement the following:

- All space between booths has been increased to 10 feet from 2 feet.
- Directional walkways promoting one-way shopping.
- 24 Hand sanitizing stations spread throughout event Informational booth with disposable gloves available for those that choose
- Traffic counting at informational booth setup at show entry. We will monitor event to keep crowd at agreed upon accepted levels.
- Increased walkway width (10-15 feet) - garbage cans utilized will be placed in middle of aisles to promote safe distances.
- Vendors encouraged to utilize pointers to talk about art.
- Encourage horseshoe or multiple exit points on displays.
- Encourage artists to sanitize browse bins, displays and jewelry as needed.
- One family/unit per booth. Have artists monitor and request additional patrons to wait in space between tents.
- Additional porta-toilet support - increased number of restrooms available to minimize lines
- Artists/vendors required to wear PPE masks when they can't maintain 6 ft social distancing. Artists encouraged to utilize pointers when explain and talking about art
- Disposable gloves and masks available at info booth for patrons that need them.
- Hand sanitizing stations in every booth
- All food/drink vendors will be required to wear gloves for sampling, tasting or serving
- No more than 75 artists

Traffic & Crowd Control Logistics

The proposed events will utilize public parking in and around event. Customers will self-park. All vendor parking will be at an agreed upon location to prioritize customers with closest available parking.

The event is FREE to the public, eliminating the chance of any congestion at entry gates. We will monitor traffic counts to keep in line with state and CDC mandated guidelines.

All our events are setup to accommodate customers with disabilities. We have 10-15-foot walkways which are accessible for wheelchair, stroller and walker users. We also utilize on sight handicap bathroom facilities or provide porttolets that are ADA approved.

For load in and out, vendor loading zones will be agreed upon and cordoned off to minimize any effect on local street traffic.

No more than 75 artist booths at event.

Crowd control and counting to keep agreed upon numbers acceptable. One entry/exit utilized where numbers are still limited by governing municipality.

Terms and Conditions

Price is to be as per city contract.

We shall be responsible for ensuring compliance with the Americans with Disabilities Act ("ADA") for Permit-related activities conducted in the Park. The Permittee shall provide reasonable accommodations for persons with disabilities, which includes reasonable accommodations and access to the Event, including programs and/or activities that the Permittee offers to the public. The Permittee shall make its accessibility and inclusion policy available to employees and the public during Blue Ribbon Events, LLC, its employees, representatives or agents shall not discriminate, by segregation or otherwise, against any person on the basis of race, color, religion, sex, national origin, age or disability in its performance under this Permit.

Blue Ribbon Events, LLC. shall ensure that all employees of the Permittee will display a courteous, friendly, and helpful attitude.

We assume all risk in the operation of its business under this Permit and shall be solely responsible and answerable in damages for accidents or injuries to persons or property, whether direct or indirect, arising out of its operations or arising by virtue of the carelessness, negligence, or improper conduct of the Permittee, its officers, employees, agents, or its subcontractors.

Insurance

The Permittee shall secure and maintain insurance coverage as listed below, covering its operations under this Permit. Such insurance policies shall name the agreed upon as additional parties insured. At the time the Permit is executed, the Permittee shall provide the required insurance policy certificate.

Commercial General Liability insurance including bodily injury, property damage, personal and advertising injury, contents of the facility, products, and completed operations. The minimum limits of liability shall be \$500,000.00 each occurrence and \$1,000,000.00 general aggregate.

Cancellations and Modifications

Any modifications or cancellations by either party shall be made in writing at least 30 days before any proposed event dates.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Judicial Action

Any action or dispute arising from or brought under this agreement shall be filed with the proper courts in Michigan

Confidentiality

Any information that any of the parties may acquire through the course of this agreement and discussions herein shall be recognized as confidential information and shall keep confidential the confidential information and shall exercise the same degree of care required by law.

Staff and WSB Comments

From: Terry Gougeon <tpgougeon@hotmail.com>

Sent: Wednesday, November 11, 2020 3:58 PM

To: Szydlowski, Kate <kates@ALPENA.MI.US>; Kares, Andrea <andreak@alpena.mi.us>; Judy Kalmanek <jakalmanek@gmail.com>

Subject: Re: proposed event

Kate

Concerning the Art Event proposed for Duck Park I don't believe there would be any objection from the Wildlife Sanctuary Board. We are technically not involved with Duck Park except that it is in proximity to Island Park. Any overflow onto the Island would need to be of limited activity. Artists would be welcomed to paint on the Island as long as they observe the guidelines such as staying on the trails. As to the date of the event we are attempting to do a cattail harvest this summer in an effort to control frog-bit in the sanctuary waters. A draw down of the water in the sanctuary is anticipated but I am not sure when this will happen. The draw down would have the effect of exposing some of the bottom vegetation and sediment along with accompanying odor. I will inform the Board of this and if there is any further input or objection will let you know.

Terry Gougeon
Chair Wildlife Sanctuary Board

From: Marceau, Andy <AndyM@ALPENA.MI.US>

Sent: Friday, December 4, 2020 1:00 PM

Subject: RE: proposed event

Good Afternoon City Staff,

I have been asked to investigate the Blue-Ribbon Event possible scheduled for June 26th/27th at the Wildlife Sanctuary. I have looked at the site plan and I also took it upon myself to walk the site and look at other sites in the city which include Bayview Park and Mich-E-K-Wis Park.

After walking the Wildlife Sanctuary and looking at the other two sites I asked myself Why there and I had no good answer. After talking to Chief Forbush and our counter parts Chief Jett and LT Hamp, we had some concerns with Wildlife Sanctuary such parking, it only has 50 spots to park and that is a busy weekend. We also discussed how close the booths where to Chisholm St. There is trees and shrubbery protecting those booths along Chisholm. Overall, the spacing and social distance looks good.

I also took it upon myself to call Danielle Lynch the event organizer from Blue Ribbon Events. I let Danielle know all our concerns and she said the number one reason she did not pick the other two parks is because of the wind. She will be having high end merchandise sales and is concerned if the wind knocked over a booth could cause extensive damage.

As you can see there are some concerns at having an event at the Wildlife Sanctuary. If you have questions or concerns, please feel free to get with me.

Sincerely,
Andy Marceau
Community Risk Reduction Captain

On Dec 4, 2020, at 4:59 PM, Hamp, Eric <Erich@alpena.mi.us> wrote:

I don't believe this is the safest place for this event. Parking could be a problem which will cause a lot of people to be crossing one of the busiest intersections in Alpena on foot. I would suggest Bay View or Michekewis.

Eric

From: Gilmet, Donald <DonaldG@ALPENA.MI.US>


Sent: Friday, December 4, 2020 5:37 PM

I agree with Eric. I also agree with Andy Marceau's assessment as relates to the other locations. Regardless with where they finally choose to hold the event, the temporary structures need to properly secured to the ground to ensure any wind doesn't cause them to blow over. With the close proximity of the structures and the large crowd expected to attend, improper Anchorage could injure many people.



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

Fire/EMS

To: Honorable Mayor Waligora & Municipal Council
From: Bill Forbush, Fire Chief 
Date: December 16, 2020
Re: County Ambulance Contract

The Alpena County Board of Commissioners has approved a new agreement with the City of Alpena to continue providing advanced life support ambulance service for 1700 square miles of Alpena County, including Alpena Township. Our department has provided service countywide for over 40 years.

The new agreement has a term of four years, consistent with the ambulance millage, and increases the annual payment from \$766,000 to \$940,000 or one mil, whichever is lower. The county will also provide up to \$200,000 every other year for capital purchase of an ambulance, reimburse the City for hospital drug box fees and the cost of disposable supplies including those exchanged with first responders up to a cap of \$15,000 year.

Contractually, the City will maintain at least three ALS Ambulances, staffed and available for immediate dispatch and a fourth ambulance for use by call-in personnel. Operationally the City has six ambulances and frequently deploys four, five and six simultaneously as needed. The City will also continue to provide EMS continuing education for area medical first responders, and will conduct initial Medical First Responder or Emergency Medical Technician education programs at least bi-ennially.

I'd like to thank our firefighter-paramedics, who responded to over 4500 calls last year and continue to serve the citizens of Alpena County with compassion and excellence. I'd also like to thank the commissioners for their continued confidence and support, and recommend to Mayor and Council that the City approve this new agreement.

Thank you for your consideration and please reach out with any questions or if we can be of service.



ALPENA COUNTY BOARD OF COMMISSIONERS
BOARD ACTION #01

TO: County Clerk, County Treasurer, City of Alpena
FROM: Alpena County Board of Commissioners
SUBJECT: Ambulance Contract with the City of Alpena

BOARD ACTION:

ACTION ITEM #AM-1: The Committee recommends we approve the Ambulance Contract with the City of Alpena as presented.

Moved by Commissioner McRoberts and supported by Commissioner Osbourne to approve the Consent Calendar which includes actions as listed above and filing of all reports. Roll call vote was taken: AYES: Commissioners McRoberts, Karschnick, Fournier, Osbourne, Thomson, Kozlowski and Adrian. EXCUSED: Commissioner Peterson. NAYS: None. Motion carried.

This action was XX APPROVED DISAPPROVED

BY: Ayes: Nays: Excused: Absent: Abstaining:

Alpena County Board Chairman's Signature: Robert Adrian

Alpena County Board Vice-Chairman's Signature: _____

Date of the Board Meeting: November 24, 2020

AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT is made this 24th day November, 2020, between the **CITY OF ALPENA**, a Michigan municipal corporation, with offices at 208 N. First Avenue, Alpena, Michigan, 49707 (the "City"), and the **COUNTY OF ALPENA**, a Michigan municipal corporation, with offices at 720 West Chisholm Street, Alpena, Michigan, 49707 (the "County").

RECITALS

- A. City is a licensed advanced life support (ALS) ambulance provider and is qualified and capable of providing ALS ambulance services to residents and visitors of Alpena County and mutual aid to other counties.
- B. Both City and County desire to provide ambulance services to residents and visitors within the County.
- C. City is willing to provide such ambulance services in accordance with the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Definitions.** For purposes of this Agreement, the identified words and phrases shall be interpreted as follows:
 - (a) "Ambulance Service" shall be defined to mean the emergency or non-emergency provision of ambulances(s) to locations in Alpena County and areas of neighboring counties as required by the local medical control authority protocols in the City's ambulance provider license, for transportation to a medical facility in Alpena County or to a person's residence, and any intercepts or mutual aid request for emergency ambulance service from neighboring counties. The City may provide interfacility ambulance transport from Alpena to other hospitals as needed to care for our citizens and visitors.
 - (b) "Ambulance Equipment" shall be defined to mean any medical equipment on the ambulances used by the provider for providing quality patient care and/or required by state law or the local medical control authority. Furthermore, said equipment is non-disposable and reusable items that generally have a useful life in excess of one year.

- (c) “Emergency Activities” shall be defined to mean activities whereby the Alpena Fire Department has to perform fire response, suppression, rescue, and mitigation or emergency medical services.
 - (d) “Local Medical Control Authority” shall be defined to mean the Northeast Michigan Medical Control Authority, 1501 W. Chisholm Street, Alpena, Michigan 49707. The local medical control authority is that agency required by State law to develop and adopt medical protocols, provide quality assurance review, and provide medical direction for pre-hospital EMS and ambulance transportation.
2. Scope of Services. The City shall provide ambulance services for County residents and visitors in accordance with this Agreement and the local medical control authority’s protocols. The City shall maintain the following minimum levels of vehicle staffing with on-duty personnel available to respond when dispatched unless said personnel and/or ambulances are involved with other emergency activities:
- a) Three (3) Advanced Life Support ambulances staffed with on-duty personnel for immediate response.
 - b) One (1) additional spare licensed ambulance available when additional personnel arrive at the station or to replace one of the vehicles required above in subsection (a) or (b).
3. Ambulances. The City shall at all times maintain not fewer than three (3) ambulances ready for dispatch.

The ambulances shall be equipped, maintained and comply with all applicable laws, rules, regulations, protocols, standards, guidelines, operational procedures, and licensing requirements, as may be established or amended from time to time by any governmental entity with lawful jurisdiction. If, due to maintenance scheduling, the number of ambulance(s) available for service falls below the minimum levels required herein, then Central Dispatch shall be notified of the number of unit(s) out of service and provided with an estimate of the time required to return the vehicle(s) to full service.

4. Personnel. The City shall at all times staff the licensed ambulances needed to service this Agreement with personnel who are State of Michigan licensed EMT’s, EMT-Specialists or Paramedics. Each vehicle shall be staffed with the minimum personnel required by law. Each person shall be lawfully qualified and capable of operating an ambulance as well as meeting any requirements, standards or guidelines established by law, regulation, standard or medical protocols regulating the provision of ambulance services.

It is expressly understood and agreed between the parties that personnel utilized to staff ambulances shall be employees of the City or its lawful designee and not the County.

Said personnel shall be subject to any and all rules, regulations, and restrictions which govern City employees unless otherwise lawfully exempted. The City shall be responsible to withhold and account for all wage and salary deductions from such personnel to the extent required by law. No liability or benefits, such as workers' disability compensation, pension rights, benefits, salaries, wages and hour issues or other personnel contractual liabilities, arising out of a contract for hire or employment relationship between the City and any third party shall arise or accrue to or against the County as a result of the performance of this Agreement.

5. Compensation. In consideration for providing emergency ambulance services by City to the residents of the County of Alpena under this Agreement, the County shall provide an annual subsidy to the City from the County's Ambulance Fund as follows:

- a) With the approval of the City's Annual Budget by June 15th of each year, the projected subsidy amount shall be determined not to exceed by the following amounts:

County's fiscal year 2021 whichever is lower.	\$940,000.00 or one (1) mil,
County's fiscal year 2022 whichever is lower.	\$940,000.00 or one (1) mil,
County's fiscal year 2023 whichever is lower.	\$940,000.00 or one (1) mil,
County's fiscal year 2024 whichever is lower.	\$940,000.00 or one (1) mil,

- b) This annual amount shall be disbursed in twelve (12) equal monthly installments by the County with the first payment due on January 10th of each year and with subsequent payments due on the 10th day of each succeeding month for that fiscal year.

6. Ambulances and Medical Equipment. The County will provide \$200,000 every other year for the capital purchase of an ambulance. The County will guarantee approval for purchase of two ambulances during this contract term. The City will pay the vendor direct for the purchase of an ambulance and invoice the County. The City anticipates purchasing an ambulance in 2022 and 2024.

- a) If, during the term of this Agreement, additional ambulances and their equipment are needed to increase the current fleet of four (4)

ambulances, the County will consider the commitment of funds.

- b) All ambulances and medical equipment purchased by the County Ambulance Fund, titled to or used by the City, when no longer needed for providing ambulance service shall be returned to the County or disposed of in such manner as the County may direct.
- c) If this Agreement is not renewed or is cancelled by either party, then all the ambulances and medical equipment shall be returned to the County. If the City elects to continue providing emergency medical services, the City can retain one ambulance and its medical equipment for that use. The City will continue to receive EMS equipment and EMS training provided to all first responder programs in the County and purchased from the County's Ambulance Fund if the City provides emergency medical services.
- d) If the City has provided any additional capital funding for the purchase of the ambulances and/or medical equipment that were purchased with County Ambulance Funds and those items are returned as a result of this Agreement not being renewed or cancelled, the City shall receive payment in the amount determined by depreciation schedule maintained by the City in f).
- e) If, during the term of this Agreement, the City seeks additional funds for ambulance operating equipment, it may make such a request in accordance with the following procedure:
 - (i) The City shall first have expended all disbursements received from the County.
 - (ii) If, based upon its review of the information, the County's Ambulance Committee determines that purchase of the additional equipment is warranted, it shall request approval of the County Board to purchase the equipment subject to available funds, the County will pay 100 percent of those capital items.

If the City determines that the amount of funds provided for herein will not be adequate to purchase a new ambulance compatible with the City's existing fleet of ambulances and level of service, the City shall have the right to seek additional funding from the County and the County shall have the right to seek additional funding subject to the County's adopted budget, and subject to the County's right to obtain quotes on the open market for ambulances compatible with the City's existing fleet of ambulances and levels of service to determine the best available price for the ambulance.

- f) If a fee is charged by the hospital pharmacy for restocking of drug boxes and/or drug kits used in providing emergency care for County residents, such fees shall be paid or reimbursed by the County from ambulance funds up to a cap of \$10,000/year.
- g) The cost of disposable supplies, including those exchanged with first responder departments, shall be reimbursed by the County up to a cap of \$15,000 per year.

7. Ambulance Fees. If current Medicare, Medicaid, Blue Cross/Blue Shield or third party private payer (accept assignment) reimbursement programs are changed so as to affect those agencies payment program for services which affects the Ambulance Fee Schedule, then both parties agree to amend the Ambulance Fee Schedule for ambulance services to reflect those changes, so that the then prevailing ambulance fees shall be maintained. The City shall notify the County of any changes of ambulance fees. If the increase in fees is greater than five (5) percent, the County shall respond within 30 days. If no response, those changes in fees shall be adopted. The City shall be solely responsible for billing and collecting ambulance fees. As permitted by section 1128(b)(7) of the Social Security Act, the City shall provide a \$200 residency discount against co-pays and/or deductibles for emergency services provided to any resident of Alpena County.

8. Liability. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the County shall be the responsibility of the County, and not the responsibility of the City, if the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the County, its officers, employees or agents, provided that nothing herein shall be construed as a waiver of any immunity that has been provided to the County, its officers, employees, or agents by statute or court decisions.

All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, of the City in the performance of its responsibilities under this Agreement shall be the responsibility of the City and not the responsibility of the County if the liability, loss or damage is caused by or arises out of, the actions or failure to act on the part of the City, its officers, employees or agents provided that nothing herein shall be construed as a waiver of any immunity the City, its officers, employees or agents may have by statute or court decisions.

In the event of liability to third parties, loss or damage arises as a result of activities conducted jointly by the County and the City in fulfillment of their responsibilities under this Agreement, such liability, loss or damage shall be borne by the County and the City in relation to each party's responsibilities under these

joint activities, provided that nothing herein shall be construed as a waiver of any immunity by the County, the City or their officers, employees or agents, respectively, may have as provided by statute or court decisions.

9. City's Insurance. The City shall name the County as additional insured and provide proof to the County, prior to the effective date of this Agreement, and shall maintain throughout the term of this Agreement, insurance as follows:
 - a) Worker's Disability Compensation Insurance. Including Employer's Liability Coverage with a minimum of \$500,000 on coverage, and further as required by Michigan law.
 - b) General Liability Insurance. Coverage limits of not less than One Million Dollars (\$1,000,000) on a per occurrence basis and/or an aggregate combined single-limit for personal injury, bodily injury and property damage.
 - c) Professional Liability. With limits of not less than One Million Dollars (\$1,000,000) coverage per occurrence.
 - d) Motor Vehicle Liability. Including Michigan no-fault coverages, with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence combined single-limit bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles and hired vehicles.
 - e) Proof of Insurance Coverage. The City shall provide proof of the insurance required pursuant to this section to the County Clerk at 720 Chisholm Street, Alpena, Michigan 49707, prior to the effective date of this Agreement. If any of the coverages provided for in this section expire during the term of this Agreement, the City shall deliver renewal certificates of insurance to the County ten (10) days prior to the expiration date.
10. County's Insurance. The County shall name the City as an additional insured and provide proof to the City, prior to the effective date hereof and shall maintain throughout the term of this Agreement, insurance as follows:
 - a) General Liability Insurance. Coverage limits of not less than One Million Dollars (\$1,000,000) on a per occurrence basis and/or an aggregate combined single-limit for personal injury, bodily injury and property damage.
 - b) Proof of Insurance Coverage. The County shall provide proof of the insurance required pursuant to this section to the City Clerk at 208 N. First

Avenue, Alpena, Michigan 49707, prior to the effective date of this Agreement. If any of the coverages provided for in this section expire during the term of this Agreement, the City shall deliver renewal certificates of insurance to the County ten (10) days prior to the expiration date.

11. The City shall provide EMS continuing education classes for Alpena County medical first responders. A minimum of six (6) state-approved credits shall be awarded each year. This service shall be provided at no additional cost to the County or to the participants.
12. The City will provide medical first responder or emergency medical technician initial training. If such training is conducted, participant communities shall be eligible for reimbursement pursuant to existing policies. Classes will be run at least bi-annually regardless of enrollment. Classes will be run annually if there is a need.
13. During the term of this agreement, all ambulances and personnel funded in part or in whole by the County shall bear markings that include the words "Alpena County", and the City shall be authorized to identify the ambulance operation as "Alpena County EMS".
14. Care and Custody of the County. Inmates in the care of the Alpena County Sheriff will be transported for a flat fee of two hundred and fifty dollars (\$250.00), per run, for the life of this Agreement.
15. No Assignment. Neither party may assign or encumber directly or indirectly any interest in this Agreement without the prior written approval of the respective other party. Furthermore, neither party may subcontract or delegate any of the services required to be provided pursuant to Sections 2, 3 and 4 of this Agreement, or its obligations hereunder, without first obtaining the prior written approval of the respective other party.
16. Independent Contractor. For all purposes relative to this Agreement, the parties acknowledge that the City's relationship with the County is and shall be construed to be that of an independent contractor.
17. Non-Waiver of Breach. Failure by either party to insist upon strict compliance or performance of any covenant, term or condition of this Agreement or failure to exercise any right, term or remedy in relation to a breach thereof, shall not constitute a waiver of any such covenant, term or condition of this Agreement and the same shall continue in full force and effect with respect to any such provision or remedy.
18. Governing Law, Compliance with Laws, Protocols, Rules and Regulations. This

Agreement shall be governed by and construed in accordance with the laws of State of Michigan, applicable local medical control authority protocols, and other applicable laws and regulations as lawfully adopted from time to time.

The parties to this Agreement, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms conditions, or privileges or employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, or disability that is unrelated to the 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 Agreement.

19. Financial Reporting. This contract pays for the costs specified in Attachment A and no cash true up will take place.
20. Effect on Invalidity. If any provision of this Agreement shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
21. Term. The term of this Agreement shall be from January 1, 2021 to December 31, 2024. Notwithstanding the preceding sentences, this Agreement may be terminated upon mutual written agreement of both parties hereto. Each party's obligations pursuant to Section eight (8) shall survive any termination of this Agreement. Given that this agreement expires in 2024, it is the intent of both parties to renegotiate the agreement in good faith, and continue providing ambulance services with the City of Alpena beyond this date.
22. Accounts Receivable. If this Agreement is not renewed or is terminated by either party, the Accounts Receivable of the ambulance service will be shared as follows: Affected employees who would be laid off and collect Unemployment Benefits, that actual cost would be deducted from receipts of the Account Receivable. Then the remaining balance collected given equally to both parties.
23. Compliance with Health Insurance Portability and Accountability Act. The City, its Ambulance Department, personnel and anyone it may contract with for services who may have access to records protected by the Health Insurance Portability and Accountability Act (HIPAA) shall comply with all applicable requirements of HIPAA and rules and regulations which are promulgated pursuant thereto. Breach of this section shall be a material breach of this Agreement.
24. Not a Third Party Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.
25. Amendment of Agreement. Modifications, amendments or waivers of any

provision of this Agreement may be made only by the written mutual consent of the parties hereto.

26. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
27. Complete Agreement. This Agreement and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either of the parties hereto.
28. Termination by Either Party. Either party may terminate this Agreement in the event that the respective other party, or any officer, employee or agent of that party, breaches any term, covenant or condition of this Agreement, or otherwise violates any law, rule, regulation, protocol, statute, standard, guideline, operational procedure or licensing requirement, as such may be amended from time to time, of any governmental entity with jurisdiction over the services to be provided in accordance with this Agreement. Written notice of the terminating party's election to terminate the Agreement shall be provided to the respective other party. The respective other party shall thereafter have thirty (30) days from the date of the terminating party's notice to cure and remedy any breach of this Agreement. If the respective other party fails to cure and remedy the breach within the thirty (30) days provided for, the Agreement shall be terminated and of no force or effect.
29. Certification of Authority to Sign Agreement. The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties, and that this Agreement has been authorized by said parties.
30. This agreement is contingent upon the renewal of the Alpena County ambulance millage. In the event that the millage does not remain in force, this agreement will be considered terminated and not binding upon either party. The City shall continue to provide services and the County shall continue to pay for such services until available funding is exhausted.

IN WITNESS, County and City have caused this Agreement to be signed the day and year first above written.

WITNESSES:

County of Alpena

_____/_____
Tammy Sumerix-Bates Date
Executive Manager

_____/_____
Robert Adrian Date
Chairman of the Board

_____/_____
Carla Kowalski Date
Chief Deputy Clerk

_____/_____
Bonnie Friedrichs Date
County Clerk

WITNESSES:

City of Alpena

_____/_____
Rachel Smolinski Date
City Manager

_____/_____
Matthew J. Waligora Date
Mayor

_____/_____
Leilan Bruning Date
Deputy City Clerk

_____/_____
Anna Soik Date
City Clerk

In partnership with the Thunder Bay River Center, I am in the process of organizing a bowfishing tournament as a fundraiser for the Center to be held in the spring of 2021. We are now at a point where we are requesting a waiver or amendment to the City's ordinance regarding the discharge of bows in the city limits prior to moving forward.

We have solicited advice and guidance from the DNR and Fisheries Division of the Michigan DNR, as well as other regional cities that have successfully allowed bow fishing. Below is an email to Judy Kalmanek (Thunder Bay River Center) from Dave Borgeson (Fisheries Division) with our responses to his considerations inserted in parentheses.

Judy,

You recently approached the Department of Natural Resources (DNR) to weigh in on the possibility of holding a bowhunting tournament for carp in Alpena. Fisheries Division of the DNR continually seeks to increase recreational fishing opportunities for the people of the state of Michigan. Common carp are one of the state's underutilized species, from a recreational fishery perspective, and therefore offer a chance to increase angling opportunities without greatly impacting an existing fishery.

Bowfishing for carp has been a popular activity for many of our state's anglers, and tournaments throughout the state have been held targeting carp. Some considerations when organizing a bowfishing tournament for carp are:

- Time of year and location. Are carp plentiful enough to produce an attractive fishery?*
(There would not be a set date at this time because carp spawn when the temperature is correct. Our plan is a one-day event to be held on the Thunder Bay River from the Bagley Bridge to the George Washington Bridge. Our assessment is that Carp are plentiful enough if not more so.)
- Safety. Are site conditions safe at the time and location of the event?*
(All participants must follow DNR requirements for bowfishing and we have reached out to Tawas City, Oscoda, Cheboygan and Travers City, all of which successfully allow bowfishing and they have had no reported safety issues. Arrows are attached to the reel on the bow with heavy line and the trajectory is angled down toward the water.)
- Disposition of harvested fish. Will fish be utilized? How will they be dealt with? For example, sometimes tournament fish have been used as fertilizer by local farmers.*
(We have several options to both provide the fish for consumption or disposed of for fertilizer.)

Dave Borgeson

Northern Lake Huron Unit Manager

Fisheries Division, Michigan DNR

1732 W. M-32 Gaylord, MI

We have attached letters of support from the Alpena Wildlife Sanctuary Board, Thunder Bay River Center Board, and Alpena-Montmorency Conservation District for your review.

The Thunder Bay River Center board and I feel that this tournament would be a safe way to expose Alpena, and specifically the watershed, to individuals from out of town, decrease the population of invasive carp, introduce the sport to those who haven't been, and of course, raise some money for the River Center. Therefore, we request a waiver or amendment to the City's ordinance regarding the discharge of bows in the city limits for our tournament. I welcome any questions or concerns.

Thank you for your consideration
Nate Blury



208 N. First Ave.
Alpena, MI 49707

November 16, 2020

Mayor Mathew Waligora
Alpena City Hall
208 N. First Ave.
Alpena, MI 49707

To Mayor Waligora and members of City Council,

The Thunder Bay River Center Board plans to hold a common carp bowfish hunting contest during the 2021 spring spawning season: a very short season lasting less than a week.

Common carp are one of the most damaging aquatic invasive species due to its wide distribution and severe impacts in shallow lakes and wetlands, like the Alpena Wildlife Sanctuary. Carp feeding disrupts shallowly rooted plants muddying the water. They are notorious for altering natural ecosystems. They uproot and disturb submerged vegetation while searching for insect larvae to eat. Carp reduce water clarity and stir up bottom phosphorus-containing sediments, which contributes to algae blooms. They prey upon the eggs of other game fish.

In order to hold the event, we need a variance to the city ordinance against bow hunting within the city limits. The hunt will be in the river and wildlife sanctuary within the city limits.

Once permission of city council is given, details of the hunt would be developed and presented to council for approval. The initial plan calls for the sale of a ticket to the event in addition to the state issued fishing license. Tickets would be large enough and bright enough to be seen at a distance to identify a ticket holding bow hunter. Other events would include food vendors at Duck Park and a boat raffle.

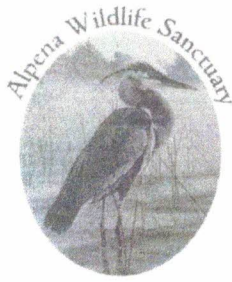
Please consider our request and give a variance to the ordinance against bow hunting in the city limits for this carp bow fishing event.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, reading 'Judy Kalmanek', is written in black ink.

Judy Kalmanek, Chair
Thunder Bay River Center Board



ALPENA WILDLIFE SANCTUARY BOARD
208 N. First Ave.
Alpena, Michigan 49707

Conservation through Education and Exploration

November 12, 2020

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

To Mayor Waligora and Members of Alpena City Council:

The Alpena Wildlife Sanctuary Board is in support of the Thunder Bay River Center Board's plan to hold a common carp bowfishing hunt contest during the 2021 spring spawning season: a short season lasting less than a week.

Common carp are one of the most damaging aquatic invasive species due to its wide distribution and severe impacts in shallow lakes and wetlands, like the Alpena Wildlife Sanctuary. Carp are notorious for altering natural ecosystems. They uproot and disturb submerged vegetation while searching for insect larvae to eat. Carp reduce water clarity and stir up bottom phosphorus-containing sediments, which contributes to algae blooms. They also prey upon the eggs of other game fish.

In order to hold the event, a variance to the city ordinance against bow hunting within the city limits would need to be made during the hunt to allow bowfishing in the river and wildlife sanctuary within the city limits.

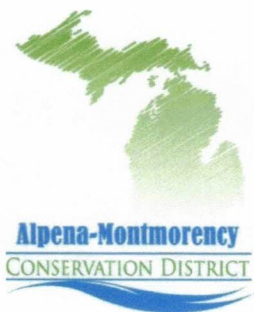
Once permission of city council is given, details of the hunt would be developed and presented to council for approval. The initial plan calls for the sale of a ticket to the event in addition to the state issued fishing license. Tickets would be large enough and bright enough to be seen at a distance to identify ticket holding bow hunters. Other events would include food vendors at Duck Park and a boat raffle.

Please consider their request and grant a variance to the ordinance against bow hunting in the city limits for this limited bow fishing for carp event.

Sincerely,


Terry Gougeon, Chair

Alpena Wildlife Sanctuary Board



Alpena-Montmorency Conservation District

Dear City Council Members,

Board Members:

Nathan Skibbe
James Chapman
Collin Beyer
Nico Tucker
Mike Timm

Alpena Location:

1900 M-32 West
Alpena, MI 49707
989.356.3596 x5

Atlanta Location:

12265 M-32
PO Box 789
Atlanta, MI 49709
989.785.4083 x5

www.alpenamontcd.org

The Alpena-Montmorency Conservation District would like to show our support to the Thunder Bay River Center Board and Partners on holding a common carp bowfish hunting contest in the 2021 spring spawning season.

The common carp (*Cyprinus carpio*) is a nearly ubiquitous fish species. Native to Europe and Asia, common carp have been introduced to every part of the world except the poles. Like many non-native species, common carp are invasive. Their impacts to aquatic ecosystems are numerous and profound. At the most basic level, common carp compete with native fish species for food and other resources. Common carp also tend to increase the turbidity of waterbodies, changing habitats for other species in the process.

Any action that safely removes common carp from waterbodies in northeastern Lower Michigan could be of potential benefit to waterbodies and associated species of plants and animals.

We are kindly requesting Council Members to allow an exception to the city prohibition against bow hunting within the city limits for the bowfish hunting event to be put on by the Thunder Bay River Center.

Any events that can be put on to combat invasive species is of great benefit to the tourism of Alpena. Northern Michigan towns thrive on tourism brought in by these types of events on our beautiful lakes and rivers. Our small communities could not survive without such tourism, especially since COVID-19 has caused us to heavily rely on these types of social distancing activities.

Our small business owners, residents, and especially our bodies of water, all need your help to endure during these trying times. So please allow for the exception of the city ordinance for this event.

Sincerely,

Aprille Williamson
District Manager
Alpena-Montmorency Conservation District


Memorandum



Date: December 16, 2020

To: Mayor and City Council Members

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

From: Stephen J. Shultz, Assistant City Engineer 

Subject: North Second Avenue and Miller Street Intersection

In January, engineering staff presented a plan to reactivate the traffic light at Miller Street and North Second Avenue to function as a standard signal with the pedestrian crossing lights from 6:45 a.m. to 3:30 p.m. This was in an effort to make the intersection a safer crossing point for both pedestrians and traffic. At that time Council directed staff to look at other options that might accomplish the same concept while still maintaining traffic flow along Second Avenue.

Staff looked at various options and obtained pricing from Thunder Bay Electric to modify the existing signal as well as investigated the long term plans along Second Avenue.

Improvements to Second Avenue, from Fletcher Street to Hueber Street, are proposed for future years in the Capital Improvements Plan, and the overall impact to the neighborhood and traffic flow in and around Second Avenue will be a major issue. One way to alleviate this would be to maintain a few intersections and keep them open during construction to allow traffic to flow northerly and southerly across Second Avenue. The most likely cross-street options would be Fletcher Street, Miller Street, and Hueber Street. With Hueber and Fletcher Streets being at the termini of the project, there are advantages to reconstructing the Second Avenue and Miller Street intersection in advance of the other work slated for Second Avenue. To that end, engineering staff has prepared a cost estimate to reconstruct the intersection and stub new utilities out from under the intersection which would be connected with the future Second Avenue utility upgrades.

Thunder Bay Electric provided a cost estimate to install a loop detection system which will allow Second Avenue to remain green unless vehicles are present and waiting on the Miller Street legs. The light would then go into a normal sequence and allow the traffic on the side street to clear and return to green once complete. Pedestrians will have push buttons that will also activate the normal sequence of the light allowing them to cross safely with signals, then return to full time green on Second Avenue. This work is estimated at \$28,782.

The cost breakdown to reconstruct the intersection, replace the utilities and prepare them for future connections is as follows:

Street	\$182,650
Sewer	\$ 17,500
Water	\$ 47,450

Our total project cost to reconstruct the intersection and implement the traffic control upgrades is thus estimated at \$276,382.

For future long-range planning ahead of the Second Avenue project and the improvements to the traffic control at this intersection, I would recommend that we proceed forward with the project. We have \$100,000 in the CIP for intersection improvements and we can redirect funding from other projects to accomplish these improvements.

Attachments





THUNDER BAY ELECTRIC, INC

1693 M-32 West, P.O. Box 472
Alpena, MI 49707

Phone: (989) 354-2840
www.thunderbayelectric.com

Full Service Electrical Contractor

December 14, 2020

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

Re: 2nd / Miller

Shannon:

Thunder Bay Electric, Inc. is pleased to provide you with the following quotation for all parts, labor and permits necessary for the installation of new controller for the traffic signals and new pedestrian lights at 2nd / Miller. All work to meet National Electric Code. Proposal to include the following:

Install traditional loop detection system with cross street dwell option. This will allow 2nd Ave to remain green during off hours unless someone approaches the intersection of the cross street (Miller St.). In this event the signal will recognize the vehicle and sequence the signal to green on Miller Street.

In the event of a pedestrian want to cross the main street during off hours there will be a set of pedestrian operated push buttons that will advance the traffic signal to red on the main street to allow the pedestrian to cross. In both instances the signal will return to off hours sequence after vehicle or pedestrian interaction.

Proposal also includes installation of new pedestrian crosswalk signals.

Scope of Work:

- Install loop detection equipment in traffic signal cabinet
- Saw-cut pavement and install detector loop
- Seal saw-cut after loop is placed
- Install new 2-way, 2- color 16" pedestrian crosswalk lights with new 11' black poles with square base
- Install new push buttons on new pedestrian crosswalk lights

Option #1 Total: \$28,782.00

Thank you for the opportunity to provide you with this location. If you have any questions, please feel free to call.

Sincerely,

Tim Modrzynski

Miller St

Install Concrete Pavement

Install Decorative Concrete Crosswalks

Install 8" Storm Leads

Second Av

Install 12" Water Main

Install 30" Sanitary

Second & Miller Intersection Improvements

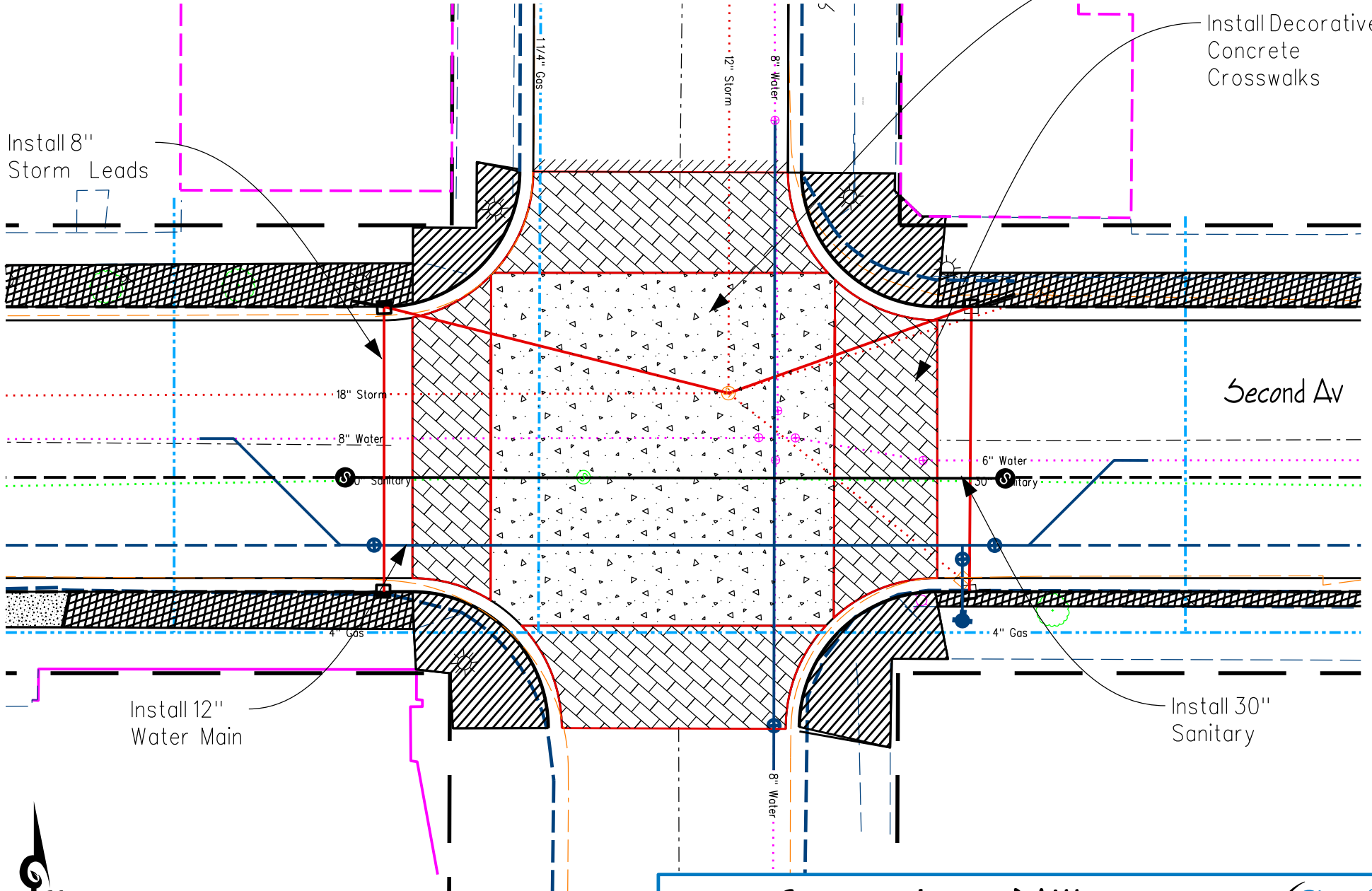


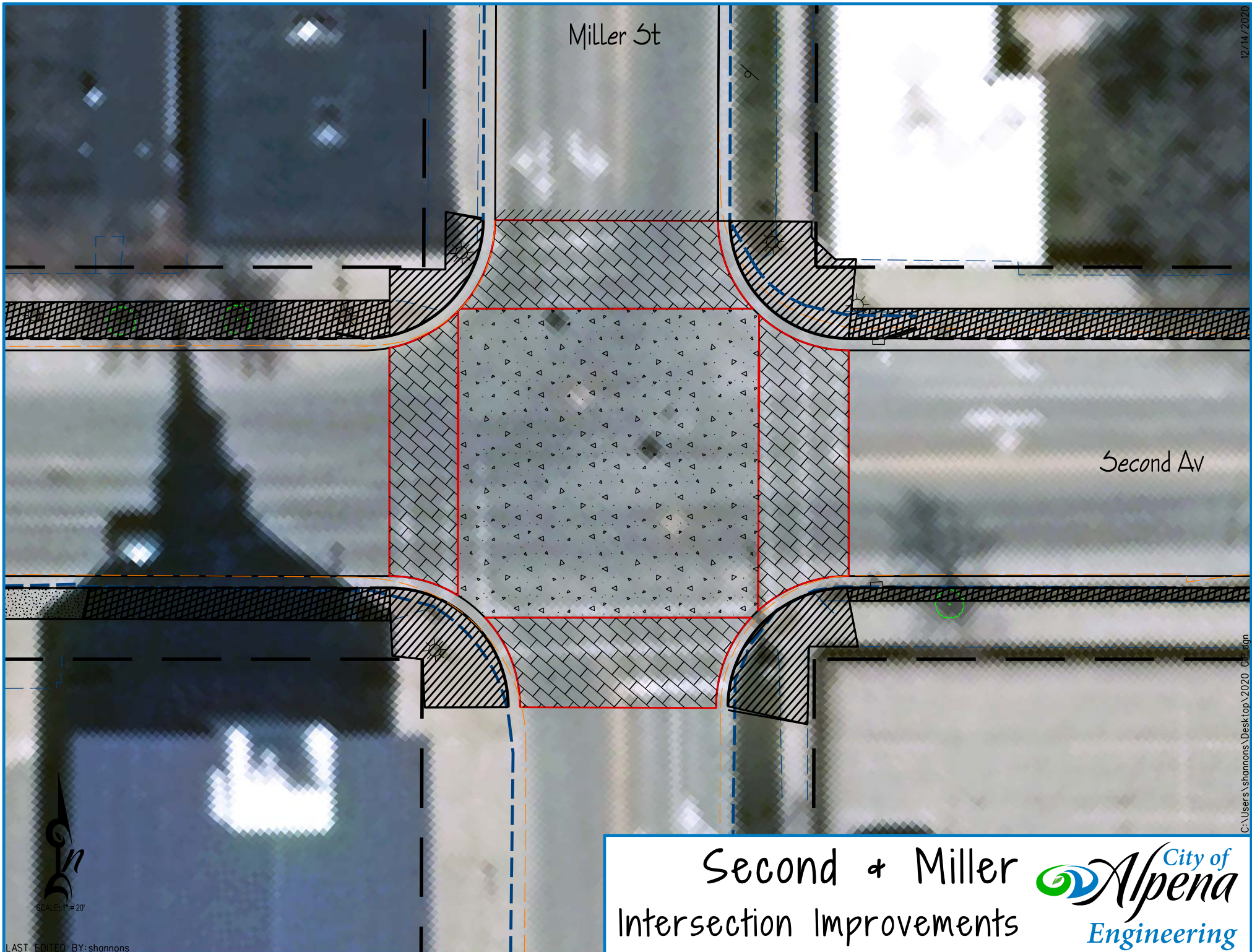
SCALE: 1" = 20'

LAST EDITED BY: shannons

12/14/2020

C:\Users\shannons\Desktop\2020_CIP.dgn





Second & Miller
Intersection Improvements




Memorandum



Date: December 16, 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: Sewer Main Analytical Tool Recommendation

As part of the Safe Drinking Water Act, the State of Michigan required us to submit an Asset Management Plan for our existing utility system. As a portion of the report pertains to the conditions of the existing sanitary lines throughout the City. Suez, the City's Utility Contractor, explored various options for completing this project and are recommending the SL-RAT System from InfoSense. The system utilizes radar to inspect the sewer lines, looking for obstructions or locations, which may need to be repaired.

Currently, this work is accomplished utilizing a robotic camera which is driven down the lines. Prior to the camera work, the lines must be jetted clean which is time consuming. This new system will allow the work to be completed without the need to clean the lines in advance. It will also allow crews to locate areas which actually need to be cleaned allowing crews to focus on these lines as opposed to flushing lines which may only need to be done for the camera work to be completed.

Suez requested and received a quote from InfoSense for the SL-RAT system in the amount of \$26,330. This quote includes some additional equipment to keep the system running efficiently and a half day of training for the personnel who will be operating the system. Because it is new technology, InfoSense is currently the sole source for this system. Mike Glowinski, Plant/Project Manager from Suez, supports this purchase per the attached memo.

Funding was established in the sewer fund in the amount of \$20,000 for this equipment. The additional \$6,330 can be reallocated short term from the proposed lift station telemetry project as additional funding is already being requested in the 2021-2027 CIP for the completion of the lift station telemetry.

Therefore, it is my recommendation, as City Engineer, that we issue a purchase order to InfoSense, Inc. for the purchase of the SL-RAT system per the quoted amount of \$26,330.

Attachments



Alpena Water/Wastewater Utility
210 Harbor Drive
Alpena, MI 49707

P 989 354 4891
F 989 354 8472
Michael.glowinski@
suez.com

MEMO

Date: December 15, 2020

To: Rich Sullenger
From: Mike Glowinski

Subject: Sewer Line Rapid Assessment Tool (SL-RAT)

The 2020/21 City Budget has a line item for Analytical Tools. We are recommending the purchase of a Sewer Line Rapid Assessment Tool (SL-RAT) from InfoSense, Inc. This tool uses radar to determine the how obstructed a sewer main is without actual visual inspection. Radar sending and receiving units are positioned at upstream and downstream manholes. The radar intensity detected by the receiver indicates the percent that the main is plugged.

Purchase of the SL-RAT provides the following advantages to the utility:

1. Optimization of sewer main cleaning efficiency. Cleaning schedules could be focused on mains that actually need cleaning. For example, we currently clean a number of mains twice a year because they have backed up with private property damage in the past. Cleaning at this frequency may not be necessary based on the information collected using the SL-RAT, thereby improving efficiency.
2. The equipment allows the user to obtain manhole GPS positions that can be downloaded to engineering software. This is required by EGLE as part of the Utility Asset Management Plan.
3. The information collected can be downloaded to engineering software and provide a basis for prioritizing future capital replacement projects.

The SL-RAT system is new technology that Suez has successfully used in a number of large utility projects in the Northeast. The efficiency of sewer main maintenance at these projects has improved dramatically with its use. We know of no other technology that allows the assessment of sewer main condition other than video inspection, which is labor intensive. InfoSense is the only source for this technology so bidding was not possible.

Billing and Payment Address: 8116 South Tryon St, Suite B3-203, Charlotte, NC 28273

Prepared for: SUEZ - Alpena, MI	Contact Mike Glowinski	Phone #	Fax #	Email michael.glowinski@suez.com
Price List:	US Price List			
InfoSense Contacts Alex Churchill	Job Title Global Sales Director	Phone # (877) 747-3245 x3	Fax # (704) 930-0145	Email achurchill@infosense.com
Terms and Conditions		<div> <p>All shipments are ARO, and subject to final verification upon receipt of order. All items will be shipped UPS ground unless otherwise specified. Please indicate whether partial shipment is acceptable. Shipping charges are Pre-Paid. An electronic copy of this quote may be provided for your convenience. InfoSense retains an original copy of all quotes and will consider the original to be the governing document.</p> </div>		
Shipment Terms:	FOB Your Dock			
Credit Terms:	Net 30			
Effective From:	07/28/20			
Valid Through:	09/26/20			

Line#	Part Number	Description	Qty.	Unit of Measure	Price	Net Price	Extended	Price
1		SL-RAT Standard Package*	1	ea	\$ 24,750.00	\$ 24,750.00	\$	24,750.00
2		2nd Battery Charger (Optional)	1	ea	\$ 185.00	\$ 185.00	\$	185.00
3		Safety Yellow Foam Frame Cushion (Optional)	1	set	\$ 220.00	\$ 220.00	\$	220.00
4		1/2 Day Training (Optional)****	1	ea	\$ 850.00	\$ 850.00	\$	850.00
5		Shipping & Handling**	1	ea	\$ 325.00	\$ 325.00	\$	325.00

*Price includes storage bag, one battery charger, one-year limited warranty, and license for the SL-DOG** web portal software valid for one year from the date of purchase. Annual subscription to the SL-DOG software can be renewed at \$800/year for up to two devices after the first year.

**Shipping & Handling/Insurance via UPS Ground Service. Excludes any additional applicable taxes, duties, or other government charges.

***Optional Annual Support Agreement - \$3,000 per device available 1 year from original purchase date. Includes continued SL-DOG online software access, product servicing and repair discounts, up to 2 weeks of SL-RAT loaner use per year, and continued technical support.

****Due to the current situation with COVID-19, InfoSense is offering up to 4 hours of virtual training for a reduced cost of \$425. If you would prefer in-person training, the cost is \$850 for a 1/2 day and can be scheduled after purchase based on local restrictions in your area.

InfoSense is an approved vendor on BuyBoard. Please indicate "Contract #593-19" on your purchase order and submit directly to InfoSense, Inc.

SL-DOG software consists of three components:

- (1) A local client runs on a PC. It downloads the SL-RAT data from the device and is provided at no charge.
- (2) A cloud-based web portal set up for each customer that can assist with the management of SL-RAT data. It includes the ability to edit measurement data, add manhole ID's, add comments, manage data quality, review productivity and export the SL-RAT data in a variety of formats including Google Earth "kml" and "csv" files.
- (3) A mobile APP that works with iOS and Android to enable entering notes and asset ID's in the field while conducting acoustic assessments.

Comments: (All returned or exchanged items are subject to 25% restocking fee.)

Visit our website: www.infosense.com **PAST WINNER WEF INNOVATIVE TECHNOLOGY AWARD**

Grand Total **\$26,330.00**

Form Revision Date 4.27.20


Memorandum



Date: December 16, 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 Treatment Plant Filters 5-7 Valve Materials Bid Recommendation

On December 8, 2020, the City received and opened bids for the materials portion of the Water Treatment Plant Filters 5-7 Valve Repair Project. This project replaces fifteen valves and actuators on filters 5 through 7 in the Water Recycling Plant. The materials award is the first of the two part bid for this project with additional bids being received for the installation of the materials on December 21, 2020.

Bid documents were sent to 10 (ten) suppliers, plan rooms and also posted on the City's Website with five proposal received as listed below:

Hamlett Environmental	\$85,182.00
Harrington Process Solutions	\$67,834.87
Michigan Pipe and Valve	\$93,211.00
The Macomb Group	\$54,892.47
Alpena Supply	Rejected – Received after 2:00 pm

Funding has been established in the amount of \$140,000 in the water fund for completion of the project with \$100,000 allocated for the materials.

After extensive review of the proposals by both City and Suez staff, it was determined the proposed materials from The Macomb Group met the proposed specifications. As part of the proposal, the City also requested optional prices for a manual override of the valves. In the event of a failure of the normal operating system, the override would allow the plant to continue to operate and produce water. It was originally anticipated the cost of the valves, actuator for controlling the valves, and the manual override system would be a significant expense. For this reason, the override was priced separately allowing for their inclusion if the budget allowed. Due to the lower than anticipated prices from the Macomb Group, this system is now within our budget and well worth the additional cost of \$10,751.52 for all fifteen overrides to have the ability to continue water production if the pneumatic actuator system goes down.

It is my recommendation, as City Engineer, to issue a purchase order to The Macomb Group for the Water Treatment Plant Filters 5-7 Valve - Materials for the base bid of \$54,892.47 and for the optional manual overrides in the amount of \$10,751.52 totaling \$65,643.99.

Attachments



Supplier / Contractor List

Systems Specialties Company Kurt Somsel 390 Enterprise Court Bloomfield Hills, MI 48302 616-490-4132 cell ksomsel@sysspec.com	Waterworks Systems & Equipment Inc. Tony Cecchini PO Box 575 5275 Redding Drive Lakeland, MI 48143 810-231-1200 office 908-801-0383 cell tcecchini@waterworkssystems.com
Hamlet Environmental Tech. Co. Jennifer Wagner 905 Gully Rd. Howell, MI 48843 517-545-2500 office 517-294-7512 cell jenwagner@hamlettenvironmental.com	DuBois-Cooper Jason Frederick 905 Penniman Plymouth, MI 48170 734-455-6700 office 734-890-9839 cell jfrederick@duboiscooper.com
Macomb Group Robert Sobeck 32567 Schoolcraft Rd. Livonia, MI 48150 734-261-0700 office 313-498-4715 cell rsobeck@MacombGroup.com	Peterson and Matz, Inc. Michael Wright 30701 W. Ten Mile Rd. Suit 100 Farmington Hills, MI 48336 248-476-3204 office 616-350-1671 cell Michael.wright@petersonandmatz.com
ETNA Supply Company Al Henderson 1922 Enterprise Street Marquette, MI 49855 800-290-3605 office 906-869-3605 cell ahenderson@etnasupply.com twawiernia@EtnaSupply.com	Galloup/Smith Instruments Marc Courville 4600 James Savage Road Midland, MI 48642 989-496-9250 office 616-581-3867 cell Marc.courville@smithinstruments.com
Detroit Pump Patrick Barckholtz 450 Fair Ave., Building D Ferndale, MI 48220 248544-4242 office 989-714-9326 cell Patrick.barckholtz@detroitpump.com	Dorner Micheal Barreau PO Box 189 Sussex, WI 53089 262-932-2100 office 608-444-2511 cell mike@dornerco.com

City of Alpena

Bid Name: 2020 City of Alpena Water Treatment Plant Filters 5-7 Valves - Materials

Bid Open Date: 12/08/2020 @ 2:00 p.m.

Bidder	Addendum	Bid Security	Base Bid	Remarks
HAMLETT ENVIRONMENTAL	#1 ✓	N/A	\$ \$ 85,182.00	
HARRINGTON PROCESS SOLUTIONS	#1 ✓	N/A	\$ 67,834.87	
MICHIGAN FPE & VALVE	#1 ✓	N/A	\$ 93,211.00	
THE MACOMB GROUP	#1 ✓	N/A	\$ 54,892.47	
ALPENA SUPPLY	#1		\$	
SUBMITTED @ 2:04 DEADLINE WAS 2:00 SO BID WAS REJECTED				
	#1		\$	

Unofficial – “As-Read” Results – Subject to Verification