

**ALGER COUNTY BOARD OF COMMISSIONERS MEETING AGENDA HELD BY VIRTUAL
MEETING AT GOTOMEETING.COM <https://global.gotomeeting.com/join/625214677>
United States (Toll Free): 1 866 899 4679 - One-touch: <tel:+18668994679,625214677#>
Agenda - July 20, 2020 at 4:00 p.m.**

1. Call to order
2. Roll call
3. Pledge of Allegiance
4. Brief public comment
5. Agenda
6. Consent Agenda
 - a. Authorize the sheriff to purchase 7 new pagers for the ambulance service through ELCOM in the total amount of \$2,682.75 – monies to come from the ambulance fund
 - b. Authorize wiring for air compressor, heater, and 2 receptacles with steel covers, etc. (see sheet) in the ambulance garage with Milloy Electric in the total amount of \$1,337.50 – monies to come from the ambulance fund
 - c. Authorize purchasing remote speaker mics and cases from ELCOM in the amount of \$1,722 – monies to come from the 911 fund
 - d. Authorize Joe Cilc hiring an attorney regarding a soil erosion problem – monies to come from the building department fund
 - e. Approve the clerk to preserve three vital record books with Kofile in the approximate amount of \$8,000 – monies to come from the clerk’s budget
 - f. Approve getting additional amplifiers in the courthouse for better wi-fi boost
 - g. Financial Matters
 - A. Board Bills
 - a. Authorize mental health quarterly appropriation to Pathways in the amount of \$8,305 (101-649-969.000)
 - b. Authorize LMAS quarterly appropriation in the amount of \$20,049 (101-601-969.000)
 - B. Approve Financial Reports for all funds (Trial Balance Report Available)
 - C. Authorize the treasurer to transfer cost allocation from funds to general fund (see sheet)
 - D. Authorize the treasurer to transfer amounts from funds to general fund per budgets (see sheet)
 - E. Authorize the treasurer to create fund #538 for Remonumentation
 - F. Authorize the treasurer to transfer remaining revenue from remonumentation fund #701-000-230.010 to fund #538 remonumentation
 - G. Authorize the treasurer to transfer \$60,000 from the gf capital improvement to fund #404 capital improvement fund
7. Minutes
 - a) Committee of the Whole meeting minutes of June 8, 2020
 - b) Public Hearing meeting minutes of June 15, 2020
 - c) Board of Commissioners meeting minutes of June 15, 2020
 - d) Special Board meeting minutes of June 30, 2020
8. Discuss opening the courthouse doors
9. Authorize the Timber Sale Contract
10. Authorize painting the old part of the jail ceiling and walls with exterior paint – monies to come from the capital improvement fund #404
11. Authorize the sheriff to purchase six body cameras and four new tasers in the total amount of \$14,186.02 – see sheet for monies
12. Miscellaneous Financial Matters
13. Resolutions
14. Correspondence
15. Board Comments
16. Staff Comments
17. Brief Public Comment
18. Adjourn

**(PUBLIC COMMENT IS LIMITED TO TWO (2) MINUTES PER PERSON PER BOARD POLICY)
(PLEASE STATE YOUR NAME AND STEP UP TO THE MICROPHONE)**

MaryAnn Froberg

From: Watkeys, Matt - NRCS, Marquette, MI <Matt.Watkeys@mi.nacdnet.net>
Sent: Friday, July 17, 2020 8:27 AM
To: MaryAnn Froberg; Cathy Pullen; Mickey Rondeaus; Mickey Rondeau
Cc: Steve Webber
Subject: RE: Timber Sale Contract
Attachments: Hanley Airfield Timber Sale Contract, 7-17-2020.docx

Revised with attorney's revisions and additions. Please also see the notes I sent yesterday about a few discrepancies between bid packet and contract, specifically the chipping of tops, and payment schedule. When speaking with Jeff at Bear Creek Logging, we amicably agreed upon these chipping requirements and payment schedule. We also tentatively agreed upon a time on Wednesday morning July 22nd to meet, sign contract, and receive the letter of credit and first payment. Let me know if we can set up a time to do that, pending approval of this contract.

Thanks,

Matt Watkeys
SAF Certified Forester
Alger and Marquette County Conservation Districts
780 Commerce Dr. Suite C
Marquette, MI 49855
906 251-3071

Algercd.com

Marquettecd.com



Follow us on: 

From: MaryAnn Froberg <mfroberg@algercounty.gov>
Sent: Thursday, July 16, 2020 12:59 PM
To: Cathy Pullen <cpullen@algercounty.gov>; Mickey Rondeaus <mrondeau@algercounty.gov>; Mickey Rondeau <mgrondeau46@gmail.com>
Cc: Steve Webber <swebber@algercounty.gov>; Watkeys, Matt - NRCS, Marquette, MI <Matt.Watkeys@mi.nacdnet.net>
Subject: FW: Timber Sale Contract

Hi all,

I forwarded the Timber Sale Contract to our Attorney Roger Zappa. Attached is his response.

Mary Ann Froberg
Alger County Clerk/Register
101 Court Street
Munising, MI 49862
(906) 387-7036

From: Dianne Gaboury <dgaboury@bcma.net>
Sent: Wednesday, July 15, 2020 2:01 PM
To: Steve Webber <swebber@algercounty.gov>; MaryAnn Froberg <mfroberg@algercounty.gov>
Subject: Timber Sale Contract

Attached please find correspondence from Attorney Zappa regarding the Timber Sale Contract. Please review.

Thank you!

Dianne M. Gaboury
Assistant to Roger W. Zappa
Bensinger Cotant & Menkes, P.C.
122 W. Bluff Street
Marquette, MI 49855
(906) 225-1000
dgaboury@bcma.net

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Alger County Hanley Airfield Timber Sale Contract

An agreement entered into on this ____ day of _____, 2020 by and between _____ of Bear Creek Logging, Inc., herein after called the Purchaser, and the Alger County Airport Committee, herein after called the Seller.

SECTION 1 – LOCATION

Whereas the Seller has the right to sell, and warrants the Purchaser that the timber and property are free and clear of all encumbrances, and agrees to sell to the Purchaser, forest products of red pine and miscellaneous softwood herein described on certain lands located in the E ½ SE ¼, E ½ NE ¼ Section 25, T46N R19W, Alger County, Michigan.

SECTION 2 – TERMS OF CONTRACT

Time is of the essence, and unless an extension of time is granted in writing, all forest products must be paid for, cut, and removed, on or before 12/31/2021 when all rights to the remaining forest products, cut or uncut, will revert back to the Seller. In the event that logging operations, be suspended due to adverse weather conditions, adverse ground conditions, fire, flood, strike, or other circumstances beyond the control of the Purchaser, this contract is extended by an equal number of days.

SECTION 3 – PAYMENT SCHEDULE AND BOND

- (1) Method and time of payment shall be as follows:
 - a. TOTAL SALE = \$275,400.00
 - b. A Performance Bond, in the amount of 10% of sale amount (\$27,540.00) due at contract signing
 - c. 35% of sale amount (\$96,390.00) due at start of cutting Unit 1, SW area of sale
 - d. 35% of sale amount (\$96,390.00) due at start of cutting Unit 2, NE area of sale
 - e. Balance of sale (\$82,620.00) due at start of cutting Unit 3, SE area of sale
- (2) Title to all forest products or standing timber included in this contract shall be and remain the property of the Seller until paid for.
- (3) To insure the performance of this contract by the Purchaser, a performance bond, security deposit, or irrevocable letter of credit from an approved financial institution for the amount of \$27,540.00 is required to be presented to the Seller or his agent at Contract Signing (see above (1)b).
- (4) If no cutting takes place, the 10% performance bond may not be refunded.
- (5) Upon verification of satisfactory completion, as determined by the Alger County Commission, all bonds, security deposits, or letters of credit will be returned, refunded, or canceled forthwith.

SECTION 4 – HARVEST SPECIFICATIONS

Cut all merchantable stems within red pine plantation areas, except 2 full rows of red pine approximately 50 feet from center line and adjacent to Forest Highway 13.

Boundary on west side marked with Orange Flagging and Blue Paint, boundary on south side is County Road 640, boundary on east is Federal Forest Highway H-13, and boundary on north is end of pine plantation.

Tree length skidding is permitted.

No skidding across runway area.

A new permanent driveway must be included and installed in the northern half of sale area, along Forest Highway 13, at a location approved by the Seller, and meeting Alger County Road Commission specifications, for additional hauling access.

All other hauling must be done from and along County Road 640 on south side of sale area.

All material must be decked in appropriate landing areas, at Purchaser’s discretion, and by approval of County Officials and/or administrator. Landing areas cannot be under, or near existing power line right-of-ways.

Tops must be pulverized and scattered around sale area and cannot encroach onto airfield runway. Area immediately adjacent to Forest Highway 13 should be treated with extra care as far as cleanup and brush removal. Brush piles are allowed if located in southwest sale area.

Existing roads and trails must be left in as good, or better than original condition at beginning of sale.

A pre-sale conference on-site between Purchaser and sale administrator, Matt Watkeys, Alger Conservation District Forester, must be scheduled. Administrator must be contacted 5 business days in advance to schedule conference. Units of sale area will be determined at that time. Contact is the Marquette County Conservation District Office, Marquette Michigan, (906) 251-3071.

A post-sale conference on-site between Purchaser and sale administrator is required 5 days prior to completion to determine satisfactory performance of sale. Upon completion, refund of performance bond will be issued within 14 days.

SECTION 5 – PRODUCTS AND PRICES

<u>Species</u>	<u>Quantity</u>	<u>Price/Unit</u>	<u>Total Price</u>
Red Pine	2700 Cord	\$102.00	\$275,400.00
		<u>TOTAL =</u>	\$275,400.00

SECTION 6 – OTHER PROVISIONS

- (1) The Seller's Agent shall be notified 5 working days in advance of each phase of the logging operation.
- (2) Spring poles and "hung" trees shall be brought to ground level.
- (3) The Purchaser shall have the right of ingress and egress to and from the lands over any other property which the Seller owns, including the right to use roads located thereon for the purpose of completing this sale.
- (4) Stump heights will be no higher than 12 inches above ground.
- (5) Location of landings, haul roads, and decking areas are to be mutually agreed to by the Purchaser and the Seller's Agent, and cannot be under or in close proximity to power line right-of-ways
- (6) The Seller or his agent shall establish sale boundary lines and timber markings and does assume responsibility for their accuracy. The Purchaser is not responsible or liable for errors resulting from the Seller or his Agent's incorrect marking of sale boundary lines or individual trees.
- (7) The Seller is responsible for providing all necessary ingress and egress for the Purchaser to complete the terms and obligations of this contract, except as otherwise set forth in Section 4 with regard to the new permanent driveway being installed by Purchaser.
- (8) All debris generated by the Purchaser such as machine parts, oil cans, lunch papers, etc. will be removed from the sale area by the Purchaser.
- (9) All roads, landings, and decking areas shall be cleared of debris and bladed smooth by the Purchaser at the conclusion of the operation. Tops and limbs falling outside of the sale boundaries, water courses, or woodlands will be pulled within, prior to pulverizing and scattering as set forth in Section 4.
- (10) Damaged and/or incidental residual trees removed to facilitate the logging operation will be charged to the Purchaser at the Seller's Agent's scale according to the price of the species in this contract.
- (11) The Purchaser shall do all in his power to prevent and suppress any and all forest fires. In the event that he or his employees cause fire damage, the value of the timber lost shall be charged to the Purchaser.
- (12) The Purchaser shall execute reasonable care to protect the residual stand from damage. Excessive damage will be assessed by the Seller's Agent and can be charged to the Purchaser.
- (13) This contract is binding on all heirs, executors, administrators, successors, and assigns of all parties.
- (14) This contract shall be construed according to the laws of the State of Michigan.
- (15) It is agreed between the parties that the Purchaser will not sub-contract out this agreement without the express prior written consent of the Seller.

SECTION 7 – ARBITRATION

In the event that a conflict arises regarding this contract, and cannot be resolved through discussion by the parties as a first step; then either party may request in writing to the other party that the area of disagreement be presented to an arbitration panel chosen as follows: one member to be selected by each party, and a mutually agreed to third party. All costs of the arbitration shall be charged against the party determined by the arbitration panel to be at fault. The rules of the American Arbitration Association shall govern the arbitration of said dispute. The determination of the arbitration panel shall be final and binding on the Purchaser and the Seller.

SECTION 8 – LIABILITY

The Seller or his Agent shall not be liable for injury or damage suffered by the Purchaser or his employees or contractors resulting from the use of the premises herein described or arising out of performance of any act or thing required by the terms of this contract. The Purchaser does hereby release the Seller and his Agent from any claims or demands that he may have of whatsoever kind and nature in any manner arising out of any matter or thing related to this contract or the premises described; and the Purchaser covenants and agrees with the Seller that he will indemnify and save harmless the Seller and his Agent from any claims and demands that any person may have or make in any manner arising out of any matter or thing related to this contract and the premises described.

Workman's Compensation Insurance will be provided by the Purchaser during the term of the contract. Proof of insurance will be provided to the Seller's Agent prior to the commencement of operations.

General Liability Insurance in the amount of \$1,000,000 will be provided by the Purchaser during the term of this contract. Said insurance policy shall be provided to the Seller's Agent prior to commencement of operations.

SECTION 9 – SPECIAL PROVISIONS

(1) Legal Compliance

- (a) Purchaser shall comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations.

In witness hereof the parties hereto set the hands and seals this _____ day of _____, 2020.

SELLER: _____ DATE: _____

SELLER: _____ DATE: _____

PURCHASER: _____ DATE: _____

SELLER'S AGENT: _____ DATE: _____

For Steve Webber:

Body Camera's

Total Cost of Product (6 body camera's) - \$ 2,426.02
Total Cost of reimbursement (MMRMA) - \$ 1,250.00

Tasers

Total Cost of Product (4 Tasers) - \$ 11,760.00
Total Cost of reimbursement (MMRMA) - \$ 2,000.00

Total amounts

Total amount for purchase - \$ 14,186.02
Total amount of reimbursement - \$ 3,250.00

MMRMA GRANT \$ 3,250.00
INMATE FUND \$ 6,000.00
Jail/Supplies \$ 3,436.02
Sheriff/Supplies \$ 1,500.00

amend exp jail supplies \$3,250.00
amend rev reimb \$3,250.00

7/15/2020
