

**ALGER COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

February 16, 2021

Approved March 15, 2021

Pursuant to recess, the Alger County Board of Commissioners convened via GoToMeeting at 4:00 p.m. on the above date.

The meeting was called to order by Chairman Doucette with the following Commissioners present: Commissioners Laing, Mattson, Pullen, Rondeau, and Doucette. Absent – none.

The board observed a moment of silence for Barry Johnson.

The board of commissioners said the Pledge of Allegiance.

Public comment session was open. Jim Isleib updated the board regarding MSU Extension agriculture programs. There was no further public comment; thus, the public comment was closed.

Commissioner Rondeau would like to add opening courthouse front door into the lobby when it is cold as item #11 and Commissioner Pullen would like to delete existing item #11 as MCL 47.3(4) addresses this issue. Limestone Township Clerk, Danita Rask addressed the approval of a Designated Assessor in a letter in correspondence. The township's concerns will be discussed further, and a letter will be sent to them. It was moved by Commissioner Pullen and seconded by Commissioner Mattson approve the agenda as amended. Motion carried by the following vote: Ayes – Commissioners Laing, Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – none.

It was moved by Commissioner Rondeau and seconded by Commissioner Laing to approve the consent agenda which includes the following items:

Appoint Kelly Hall to the Alger County Library Board for a three-year term ending 12/31/23;

Reappoint Patricia LaCombe to the DHHS Board term ending 12/31/22;

Affirm approving the treasurer to purchase a computer in the amount of \$1,612.63 – ½ to come from the DTR and ½ to come from the treasurer's budget;

Approve payment of all Board Bills;

Approve Financial Reports for all funds (Trial Balance Report available);

Authorize the treasurer to transfer revenues received in 2021 back to expense of 2020 (see sheet);

Authorize the clerk to transfer between 2020 general fund budgets (see sheet);

Authorize the clerk to amend 2021 budgets (see sheet);

Authorize the clerk to amend the 2021 jail budget in the amount of \$19,504.17;

Authorize the treasurer to transfer \$1,123.38 from the MIDC fund #270 into general fund reimbursements;

Motion carried by the following vote: Ayes – Commissioners Laing, Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – none.

It was moved by Commissioner Mattson and seconded by Commissioner Laing to approve the Organizational Committee meeting minutes of January 5, 2021. Motion carried by the following vote: Ayes – Commissioners Laing, Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – none.

It was moved by Commissioner Pullen and seconded by Commissioner Mattson to approve the Committee of the Whole meeting minutes of January 11, 2021. Motion carried by the following vote: Ayes – Commissioners Laing, Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – none.

It was moved by Commissioner Rondeau and seconded by Commissioner Mattson to approve the Board of Commissioners meeting minutes of January 19, 2021. Motion carried by the following vote: Ayes – Commissioners Laing, Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – none.

It was moved by Commissioner Laing and seconded by Commissioner Pullen to approve the Special Board of Commissioners meeting minutes of January 28, 2021. Motion carried by the following vote: Ayes – Commissioners Laing, Mattson, Pullen, Rondeau, and Doucette. Nays – none.

Absent – none.

Forester Matt Watkeys explained that he is good with the Timber Sale Contract Addendum for Hanley Airfield and that Mr. Zellar signed the contract as is. It was moved by Commissioner Pullen and seconded by Commissioner Rondeau to approve Addendum to July 22, 2020 Timber Sale Contract for Hanley Airfield:

Alger County Hanley Airfield Timber Sale Addendum to July 22, 2020 Contract

An agreement entered into on this 8th day of February, 2020 by and between Jeff Zellar of Bear Creek Logging, Inc., herein after called the Purchaser, and Alger County, 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 cut, removed, and paid for 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

Method and time of payment shall be as follows:

- (1) Total payment to be determined by scale slips of volume, at a rate of \$100 per cord
- (2) Payment must be made within 30 days of completed harvest
- (3) Operations of contract addendum issued will terminate on 12/31/2021
- (4) 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

Remove all red pine in the 2 previously designated rows of leave trees, approximately 50 feet from center line of Forest Highway 13, marked with dark green paint on their west side

Remove any merchantable stems of miscellaneous species as needed

Any trees from these rows that fall into Forest Highway 13 must be removed immediately

Tree length skidding is permitted.

No skidding across runway area.

The new permanent driveway 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, can be used 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 Bear Creek Logging, Inc. and sale administrator, Matt Watkeys, Alger Conservation District Forester, must be scheduled. Administrator must be contacted 5 business days in advance to schedule conference. Contact is the Marquette County Conservation District Office, Marquette Michigan, (906) 251-3071.

A post-sale conference on-site between Bear Creek Logging, Inc. and sale administrator is required 5 days prior to completion to determine satisfactory performance of sale.

SECTION 5 – PRODUCTS AND PRICES

<u>Species</u>	<u>Quantity</u>	<u>Price/Unit</u>
Red Pine	TBD from Scale Slips	\$100.00

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 8th day of February, 2020.

SELLER: _____ DATE: _____

SELLER: _____ DATE: _____

PURCHASER:  DATE: 2-8-2021
SELLER'S AGENT: _____ DATE: _____

Motion carried by the following vote: Ayes – Commissioners Laing, Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – none.

It was moved by Commissioner Laing and seconded by Commissioner Pullen to approve the contract with Colligo GIS for 2021 GIS Services and 911 Maintenance:



Colligō GIS

635 Circle Drive
Iron Mountain, MI 49801
906-774-3440
contact@colligogis.com

January 19, 2021

Sgt. Steve Webber
Alger County Sheriff Department
101 East Varnum Street
Munising, MI 49862

Re: 2021 Geographic Information System (GIS) Services
911 Maintenance
Alger County, Michigan

Dear Sgt. Webber:

Colligo GIS (Colligo) is pleased to submit this proposal to Alger County, Michigan (County) for the above referenced services.

SCOPE OF SERVICES

Colligo will provide the County with access to the Colligo GIS mobile and desktop platform. Through this platform the County will have the ability, using internet access, to view their 911 road and address GIS data. This platform also provides field GPS data collection ability for the County to perform real time address point, street centerline, driveway and trail data collection/verification.

Colligo will provide the following map maintenance services to the County:

- Incorporation of GPS'd street centerlines, driveways and trails into the existing GIS database already being maintained by Colligo;
- Street centerline, driveway and trail maintenance:
 - Digital creation from aerial imagery, if GPS is not available, will be provided on an as-needed basis;
- Attribute all newly created centerlines with a valid range in compliance with the County's Address Ordinance;
- Attribute all newly created centerlines with a County-approved valid street name;
- Maintain all GPS'd digital driveways forwarded by the County to Colligo;
- Maintain all GPS'd digital trails forwarded by the County to Colligo;
- Insert all newly created centerlines into the host Telco database;
- Incorporation of GPS'd structure locations into the existing GIS database already being maintained by Colligo;
- Structure address maintenance:
 - Digital creation from aerial imagery, if GPS is not available, will be provided on an as-needed basis;
- Attribute all newly created structures with a valid address in compliance with the County's Address Ordinance;
- Attribute all newly created structures with owner information, if applicable;
- Edit all address database changes as forwarded from the County to Colligo;

- Host Telco database maintenance;
- Resolve all 701/709 reports forwarded from INDigital to Colligo;
- Maintain all boundaries originally created by others;
- Provide intermediary services with INDigital, which houses the County's Telco database;
- Provide the County desktop and mobile viewing/editing capabilities. This will be available using the Colligo GIS platform. Data collected in the field can be viewed, in real-time, on the County's mobile and desktop devices through internet access. Data creation and editing can be performed in the field or within an office setting. As an example, points representing addresses and lines representing street centerlines can be created immediately in the field, or at a later date in an office setting. Once completed, an approval process can be performed providing additional quality control prior to direct incorporation into the Colligo GIS platform;
- Provide credentials for one (1) management user to the Colligo GIS. Credentials will include the web address, username and password; and
- Provide credentials for three (3) read-only users to the Colligo GIS at no additional cost for the year 2021. Credentials will include the web address, username and password. Costs for read-only access may increase for the year 2022 in the amount of \$25.00 per month per user.

ASSUMPTIONS

If during the course of the project it is found that other services or additional data incorporation is required, Colligo will provide the County with a written estimate of costs prior to the commencement of work.

All layers are, and will remain, the property of the County.

FEES

In accordance with the assumptions and conditions set forth in this letter, the scope of services listed above will be completed for a lump sum amount of \$2,500.

Additional Colligo users may be requested at any time and will be provided at the subscription rates listed on the Colligo GIS pricing page: ColligoGIS.com/pricing.

PERFORMANCE SCHEDULE

Colligo anticipates starting work upon receipt of a signed Colligo Cloud Services Agreement and Work Order and will provide these services retroactively from January 1, 2021 through December 31, 2021. Prior to January 1, 2022 Colligo will review this scope of services with the County before continuing for 2022.

If you accept this proposal, please endorse both copies of the attached Colligo Cloud Services Agreement and Work Order No. 1 and return one copy of each to this office. Please retain one copy of each for your files.

www.ColligoGIS.com

We appreciate the opportunity to submit this proposal and if you have any questions or comments, please call me at (906) 774-3440.

Sincerely,
Colligo GIS

Gary Hoaglund

Gary D. Hoaglund (of Coleman Engineering on behalf of Colligo GIS)
GIS Manager

GDH/grp

Attachments

\\10.1.14.46\U_Drive\Proposals\Alger, County of\2021\Alger County - 911 Maintenance.docx

Motion carried by the following vote: Ayes – Commissioners Laing, Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – none.

It was moved by Commissioner Laing and seconded by Commissioner Mattson to amend motion from January 28, 2021 Special Board meeting authorizing sheriff’s department to hire part-time employees to hire temporary employees for their 3rd shift, to be revisited quarterly. Motion carried by the following vote: Ayes – Commissioners Laing, Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – none.

There was some discussion about unlocking the front entrance on very cold days to allow the public into the lobby. This issue will be reviewed for future discussion.

There were no miscellaneous financial matters.

Correspondence was briefly read.

Commissioner Rondeau noted that if a person must wait outside with these cold temperatures that departments must be aware and prevent anyone, especially the elderly from being stuck outside. Administrator, Steve Webber explained that this was the first of such circumstances.

Commissioner Laing explained that resolutions are forthcoming, Road Commission interviews are starting soon, and there is a presentation on Tuesday regarding solar power for the courthouse. Commissioner Rondeau inquired about the 15 UP counties’ stance on the Line 5 tunnel and noted that wind turbines in Texas froze up due to recent cold weather.

Burt Township Supervisor, Sheri Shafer explained that Grand Marais is 65 miles away from Munising. She has received letters concerning the need for increased law enforcement presence within her jurisdiction. With tourism tripling over the last five years, she would like to see an increase in road patrols throughout Burt Township. Commissioner Doucette explained that the State of Michigan slashed road patrol funding from \$39,000 down to \$18,000. There was some discussion regarding HB 4590 and the need for its passage for increased funding of law enforcement and tourism related expenses. Commissioner Doucette encourages the public to write letters of concern and continues to press the issue with Representative Cambensy. Prosecuting Attorney Robert Steinhoff thanked Ms. Shafer and requested a copy of the letter she received. Sheriff Brock said he appreciates the moment of silence for Mr. Johnson and all of those that are hurting during the pandemic. Administrator Steve Webber congratulated Sgt. Peters on recent vaccination work. Sgt. Peters briefed the board regarding the recent vaccination drive and updated information about doses and vaccination locations. County Clerk Mary Ann Froberg thanked Sgt. Peters and LMAS for their continued efforts and noted it has been a rough couple of days.

Public comment session was open. There was no public comment; thus, the public comment was closed.

It was moved by Commissioner Rondeau and seconded by Commissioner Pullen to adjourn this meeting at 6:00 p.m. Motion carried by the following vote: Ayes – Commissioners Laing, Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – none.

Jerry Doucette, Chairman
Alger County Board of Commissioners

Mary Ann Froberg
Alger County Clerk