

**THE NEW MOBILE INTENSIVE CARE UNIT (MICU) WILL BE AT
CITY HALL AT 5:30 PM ON JUNE 19, 2017**

ALPENA CITY COUNCIL MEETING

June 19, 2017 - 6:00 p.m.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Modifications to the Agenda.
4. Approve Minutes –Special Session of June 1, 2017, Regular Session of June 5, 2017, and Closed Session of June 5, 2017.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time during a Council Meeting that Citizens are Allowed to Address the Council).
6. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$565,760.07.
 - B. One Mayoral Appointment to the Downtown Development Authority for a Four-Year Term Expiring June 1, 2021 (Kyrie Momrik).
 - C. One Mayoral Appointment to the Historic District Commission for a Three-Year Term Expiring April 1, 2020 (Donald LaBarre).
 - D. One Mayoral Appointment to the Planning Commission for a Three-Year Unexpired Term Expiring November 1, 2018 (Gretchen Kirschner).
 - E. One City Council Appointment to the Thunder Bay Transportation Authority for an Undefined Term Effective July 1, 2017 (Adam Poll).
 - F. Budget Amendment - Sewer Collection Department, \$17,240 to Cover Cost of Clean-Up of Three (3) Sewer Back-ups.
 - G. Budget Amendment – Parks and Recreation Department, \$7,000 to Cover Cost of Additional Repair & Maintenance Expenses.
 - H. Budget Amendment – General Fund, \$2,200 to Cover Cost of Utilities.
7. Presentations.
8. Announcements.
9. Mayoral Proclamation.
 - A. Pollinator Week.

10. Public Hearing.
11. Report of Officers.
 - A. Trapping, Spaying, and Neutering Abandoned Cats (TNR).
 - B. Service Agreements.
 - 1) 2017-18 Service Agreement - Target Alpena Development Corporation. (TARGET).
 - 2) 2017-18 Service Agreement - Michigan Arts and Culture Northeast (MACNE).
 - 3) 2017-18 Service Agreement - Huron Humane Society.
12. Communications and Petitions.
13. Unfinished Business.
 - A. Second Reading - Ordinance No. 17-439 – A Rezoning of 1161 N. Bagley Street from a B-3 Commercial District to a Planned Unit Development (PUD) for the Purpose of Constructing a New Building.
 - B. Resolution 2017-06 – A Resolution To Execute the Harbor Economics Study Agreement as Received from the Michigan Department of Natural Resources.
14. New Business.
15. Adjourn to Closed Session to Discuss Water/Sewer Litigation and Current Labor Negotiations.
16. Adjourn to Open Session for Consideration of Ratification of Clerical Union Contract and Department of Public Works Union Contract.

Greg E. Sundin
City Manager

COUNCIL PROCEEDINGS

June 1, 2017

The Municipal Council of the City of Alpena met in special session upon the call of the City Clerk, at the Green Township Hall on the above date and was called to order at 7:00 p.m. by the Mayor.

Present: Mayor Waligora, Councilmembers Johnson, and Nowak.

Absent: Nielsen and Sexton.

The Municipal Council met in a special workshop session with the Alpena County Board of Commissioners and Alpena County Township Supervisors to present updates and exchange information on current activities in the community. The facilitators for the meeting were Ann Diamond and Carlene Przykucki.

Minutes were reviewed and approved for the February 2, 2017, Intergovernmental Council Meeting.

GOVERNMENTAL ENTITY REPORTS

Mayor Waligora gave a report on some of the events and projects in the City of Alpena. The downtown and surrounding areas are experiencing approximately \$1 million in infrastructure upgrades, including road construction and bridge improvements. The traffic patterns in the downtown area are changing. The Municipal Council has approved the 2017 – 2018 City Budget. The Municipal Council has approved “Summer Movies by the Bay”, every other Friday night at the Bandshell. Improvements to the Culligan Plaza are underway, thanks to the efforts by City Councilmember Cindy Johnson and Prattscape, LLC. The patronicity crowdfunding for the Dog Park was a success, the park will be located behind the Alpena Post Office. The City of Alpena has approved to extend the contract with Thunder Bay Shore Marina to operate the City Harbor through December 31, 2018. The Downtown Development Authority (DDA) hired Anne Gentry as the new director. The City of Alpena has partnered with Alpena Township to sign a proclamation to increase awareness of sharing the roadways with bicyclists, to be presented at the next City Council meeting.

Alpena County Commissioner Adrian gave an update on current events in the County. He first introduced Sheriff Kieliszewski, who then reported on the jail feasibility study. The study will define the mission and the role of the jail, it will explore jail populations, analyze needs, trends, space, and cost projections, along with possible site locations. The study should be completed sometime in August.

Adrian then discussed the airport terminal project, an atrium floor plan design has been

chosen, and the design phase will be completed by the end of October. If the project moves forward, construction will begin the following year. Alpena County Airport enplanements are up this year. Training exercises for firefighters with tanker planes and helicopters are being carried out in the Alpena area. Long Lake Park will have many improvements completed this summer, and Manning Hill Park has had many improvements over the last three years.

Green Township Supervisor Smith reported that the Planning Commission has been working with Parks and Recreation to encourage and create volunteers to help improve Manning Hill Park. The Township will be improving the parking lot, by creating a circle driveway, they have added a pavilion, basketball courts, and other amenities.

Long Rapids Township Supervisor Lumsden reported that they are waiting for a Trust Fund Grant for the new launch site at Long Rapids Park. The Thunder Bay River Restoration Organization, in cooperation with Huron Pines and Montmorency County Conservation Club, will be clearing the river on June 24th and 25th between Hillman and Saline Road. They are looking for volunteers to help remove log jams, the project will be completed by local fire departments, including Green Township Fire Department, Long Rapids Township Fire Department, Hillman Fire Department, and volunteers from the Montmorency County Conversation Club. There will be a training session June 21st, for volunteers at the Long Rapid Township Fire Hall. Lumsden also has a resolution between Montmorency County and Alpena County to support making the Thunder Bay River, between Atlanta and Alpena, a water trail. The resolution would provide more grant opportunities for Federal and State funding to create additional launch sites and improve current launch sites, and improve the passage ways for canoes and kayaks. Lumsden is requesting support for the resolution from all the entities.

Ossineke Supervisor Lobert reported on Beaver Lake Park Road, the south side of the road has been damaged, and repairs are being made. The Recycling Board has been awarded a \$50,000 recycling grant from the Department of Environmental Quality (DEQ). The grant will be used for a new bailer, a bobcat, and a magnet. They have out grown the current facility, and they plan to meet with other entities to discuss how to finance a new building.

Wilson Township Supervisor Hibner reported his thanks to Tami Romel who placed flags on their veteran's grave sites, which resulted in their cemetery looking wonderfully groomed for the Memorial Day Holiday. A marijuana dispensary wanted to come into the Township, but the Township adopted a resolution to prohibit these types of dispensaries.

Alpena Township Trustee Poli and Treasurer Ellery-Somers reported that the new BS&A

software is online; Ellery-Somers worked with the City of Alpena in preparation for the upcoming tax season. The countywide clean-up day went very well. Poli stated that the Township and the City of Alpena hope to come to a conclusion this fall with the water and sewer issue.

PRESENTATION GIVEN BY THE HURON UNDERCOVER NARCOTICS TEAM (HUNT)

Detective/Lieutenant Stuart Sharp presented the history of the Huron Undercover Narcotics Team (HUNT) organization, and gave facts and trends on controlled substances in the four counties they serve, Alpena, Alcona, Montmorency, and Presque Isle. They focus on drug trafficking and distribution activity in these communities.

Information was also presented by District Commander/Inspector Mike Hahn, Strategic Criminal Methamphetamine Analyst Jason Marquardt, Alpena County Prosecuting Attorney Ed Black, and First Lieutenant Kip Belcher, Commander of the Michigan State Police 7th District Task force.

The HUNT team rated high within the twenty-two teams in Michigan for arrests and addressing drug threat priorities.

Several areas where government entities could assist HUNT were identified, 1) educating people on the drug problem, 2) persuading all counties to provide funding, 3) persuading all cities and townships to provide an officer and money, those without an officer could provide money.

PLANNING SESSION

The topic for the next Intergovernmental Meeting will be a discussion on the new State of Michigan Marijuana Laws.

The Alpena Intergovernmental Council will meet again on October 5, 2017, at 7:00 p.m., hosted by Long Rapids Township.

On motion of Councilmember Johnson, seconded by Councilmember Nowak, the Council adjourned at 9:24 p.m.

MATTHEW J. WALIGORA
MAYOR

ATTEST:

Karen Hebert
City Clerk

COUNCIL PROCEEDINGS

June 5, 2017

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

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

Absent: Nielsen.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MINUTES

The minutes of the regular session of May 15, 2017, and the closed session of May 15, 2017, were approved as printed.

CONSENT AGENDA

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

1. Bills Allowed – in the Amount of \$798,801.90 be Allowed and the Mayor and City Clerk Authorized to Sign Warrants in Payment of Same.
2. Approval of Noise Variance from 10:00 p.m. to 12:00 a.m. on Saturday, June 17, 2017, for the 2017 Alpena Blues Festival.
3. One City Council Appointment for an Unexpired Term on the Zoning Board of Appeals for a Three-Year Term Expiring 10/1/2017, (Cary Keller).

Carried by unanimous vote.

PUBLIC HEARING

REZONING PARCEL, COMMONLY KNOWN AS 1161 NORTH BAGLEY STREET, FROM B-3 (COMMERCIAL DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD)

Mayor Waligora announced a Public Hearing on the proposed rezoning parcel, commonly known as 1161 N. Bagley Street, from B-3 (Commercial District) to Planned Unit Development (PUD). The public comment period was opened.

Adam Poll, Planning and Developing Director, presented a report and stated that the proposed rezoning of the parcel would not have a negative impact on the area and that staff would recommend approval of the request.

Brad Butcher, Senior Project Manager with Sidock Group, Inc., presented Northland Credit Union design plan.

There was no public comment.

The City Clerk indicated that no written comments had been received concerning the proposed rezoning.

The public comment period was closed. The Mayor declared the Public Hearing closed.

ORDINANCE NO. 17-439

Ordinance No. 17-439, being an Ordinance Amending by Modification and Revising Ordinance No. 148, was given its first presentation (reading) by the City Attorney.

PUBLIC SAFETY FACILITY COPIER BID

The following sealed bids were received May 30, 2017, for the Public Safety Facility Copier Bid.

Miller Office Supplies	\$13,639.54
Applied Imaging	\$14,069.00
Michigan Office Solutions	\$12,696.45
Michigan Office Solutions	\$15,547.95 Alternate #1

Moved by Councilmember Nowak, seconded by Councilmember Sexton, that the bid by Miller Office Supplies for the Public Safety Facility Copier in the amount of \$13,639.54 for the copier, and \$0.0439 per color copy, and \$0.0059 per black and white copy for maintenance and toner for five years be accepted, with a local bidder reduction of \$290.54 for a total five year cost of \$19,424.00.

Carried by unanimous vote.

BICYCLE AWARENESS MONTH

The City of Alpena and Alpena Township partnered for Bicycle Awareness Month to present a Proclamation to Tim Rumbles recognizing Alpena as a bicyclist-friendly community and promoting bicycling year-round, and encouraging residents to respect those who choose the bicycle as their preferred method of transportation and share the roadway.

NORTHEAST MICHIGAN TNR GROUP

TRAPPING, SPAYING, AND NEUTERING ABANDONED CATS

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the Municipal Council authorize the City Attorney to review the City Ordinance on trapping small animals within city limits, and report back to Council.

Carried by unanimous vote.

RENTAL AGREEMENT - CANOE AND KAYAK SERVICES - DUCK PARK

Moved by Councilmember Sexton, seconded by Councilmember Johnson, that the agreement between the City of Alpena and The Performance Locker, Inc., to allow the rental of canoes, kayaks, and other non-motorized equipment out of the Duck Park, be approved.

Carried by unanimous vote.

PUBLIC SAFETY SECOND FLOOR VARIABLE AIR VOLUME (VAV)

REPLACEMENT DESIGN SERVICES

Moved by Councilmember Nowak, seconded by Councilmember Sexton, that the contract with Spicer Group, Aaron Wosek, for design assistance services for variable air volume (VAV) replacement at the Public Safety Building for the lump sum of \$3,460.00, be approved

Carried by unanimous vote.

CITY HALL BOILER DESIGN SERVICES

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the contract with Spicer Group, Aaron Wosek, for design assistance services for boiler replacement and hydronic upgrade at City Hall for the lump sum of \$6,600.00, be approved.

Carried by unanimous vote.

CLOSED SESSION

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the Municipal Council adjourn to closed session at 7:09 p.m. to discuss the City Manager's Evaluation and Water and Sewer Litigation.

Carried by unanimous vote.

RECESS

The Municipal Council recessed at 7:09 p.m.

RECONVENE – CLOSED SESSION

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

RECONVENE – OPEN SESSION

On motion of Councilmember Nowak, seconded by Councilmember Johnson, the Municipal Council reconvened in open session at 8:15 p.m.

Carried by unanimous vote.

On motion of Councilmember Sexton, seconded by Councilmember Johnson, the
Municipal Council adjourned at 8:15 p.m.

MATTHEW J. WALIGORA
MAYOR

ATTEST:

Karen Hebert
City Clerk

INVOICE REGISTER

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EXP CHECK RUN DATES 06/20/2017 - 06/20/2017

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OPEN - CHECK TYPE: PAPER CHECK

6.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A-1 TREE SERVICE	1034-17	LEAF PICK-UP 06/17	9,900.00
AIRGAS USA LLC	9945105921	SUPPLIES - AMB DISP	18.60
AIRGAS USA LLC	90604014688	SUPPLIES - AMB DISP	25.85
ALEX JONES	053117	SAFETY SHOE ALLOW - PW	63.59
ALPENA AUTO ELECTRIC	55640	VEH MAINT - AMB	250.00
ALPENA AUTO ELECTRIC	55677	VEH MAINT - DPW	45.00
ALPENA COUNTY TREASURER	061217	IT CONTRACTED SVCS 06/17	7,500.00
ALPENA DIESEL SERVICE	53537	VEH MAINT #92	39.23
ALPENA ELECTRIC MOTOR SERVICE	08217	LIFT STATION SEWAGE PUMP	9,384.00
ALPENA GLASS CO INC	387521	VEH MAINT - AMB	20.00
ALPENA LAWN CARE & MAINTENANCE	4275	MOWING - CODE ENFORCEMENT	280.00
ALPENA NEWS PUBLISHING CO	DA1481 05/17	PUBLISHING/ADV - POLICE	39.00
ALPENA NEWS PUBLISHING CO	DC1107 05/17	PUBLISHING/ADVERTISING	721.00
ALPENA NEWS PUBLISHING CO	LC1107 05/17	PUBLISHING/ADVERTISING	279.25
ALPENA PAPER & SUPPLY CO	472245	SUPPLIES - EQUIP	126.08
ALPENA POWER COMPANY	060717	ELECTRIC - DDA	48.97
ALPENA POWER COMPANY	062017A	ELECTRIC	27,974.88
ALPENA SUPPLY CO	230216	MAINT - BOAT HARBOR	5.66
ALPENA SUPPLY CO	2303555	BLDG MAINT - FIRE/AMB	241.92
ALPENA SUPPLY CO	2305185	MAINT - CITY HALL	2.21
ALPENA SUPPLY CO	2305823	MAINT - BOAT HARBOR	2.16
ALPENA SUPPLY CO	2306403	CHEMICALS - SEWAGE	(132.00)
ALPENA SUPPLY CO	2306307	CHEMICALS - SEWAGE	716.92
ALPENA SUPPLY CO	2306774	MAINT - CEMETERY	1.86
ALPENA SUPPLY CO	2307660	MAINT - CEMETERY	76.20
ALPENA SUPPLY CO	2307775	MAINT - CITY HALL	5.92
ALPENA SUPPLY CO	2307916	VEH MAINT #79	3.56
ALPENA SUPPLY CO	2307951	MAINT - CITY HALL	5.78
AMERICAN MESSAGING	Z2535843RF	PAGER FEES	33.24
BALL TIRE & GAS INC	133461	VEH MAINT - DPW	35.00
BALL TIRE & GAS INC	133716	VEH MAINT #34	134.46
BALL TIRE & GAS INC	133898	VEH MAINT - AMB	257.68
BALL TIRE & GAS INC	134716	VEH MAINT #86/#82	56.88
BALL TIRE & GAS INC	134770	VEH MAINT #79	17.82
BALL TIRE & GAS INC	134955	VEH MAINT #61	39.59
BEDROCK CONTRACTING &	2017-01	2017 CITY CONCR PROG	13,389.48
BELL EQUIPMENT COMPANY	0129775	VEH MAINT #94	27.81
BOUND TREE MEDICAL LLC	82513828	SUPPLIES - AMB DISP	1,382.64
BP	50594204	GAS/FUEL - FIRE/AMB/EQ/MICU	7,166.79
BRIAN BEATTY	060217	SAFETY SHOE/WORK APPAREL ALLOW - PW	326.47
BRUCE TILLINGER	053117	MECHANICAL INSP SVCS 05/17	2,828.00
BRUCE TILLINGER	053117A	PLUMBING INSP SVCS 05/17	1,002.00
BUSHES AND BLOOMS	768865	MAINT - CITY HALL	32.40
CARQUEST AUTO PARTS	445793	VEH MAINT - POLICE	(94.05)
CARQUEST AUTO PARTS	321358	VEH MAINT #61	21.03
CARQUEST AUTO PARTS	321426	VEH MAINT #89	14.55
CARQUEST AUTO PARTS	321430	VEH MAINT #36	14.90
CARQUEST AUTO PARTS	321431	VEH MAINT - DPW	14.90
CARQUEST AUTO PARTS	321480	VEH MAINT - DPW	7.90
CARQUEST AUTO PARTS	321580	VEH MAINT #92	18.07
CARQUEST AUTO PARTS	321687	VEH MAINT - DPW	2.55
CARQUEST AUTO PARTS	321869	VEH MAINT - DPW	160.49
CARQUEST AUTO PARTS	321870	VEH MAINT - AMB	2.84
CARQUEST AUTO PARTS	321871	VEH MAINT - POLICE	6.47
CARQUEST AUTO PARTS	322023	VEH MAINT - AMB	98.69
CARQUEST AUTO PARTS	322093	VEH MAINT - DPW	6.99
CARQUEST AUTO PARTS	322099	VEH MAINT - AMB	129.57
CARQUEST AUTO PARTS	322325	VEH MAINT - DPW	58.21
CARQUEST AUTO PARTS	322464	VEH MAINT - DPW	93.45
CARQUEST AUTO PARTS	322465	VEH MAINT - POLICE	3.46
CARQUEST AUTO PARTS	322522	VEH MAINT - DPW	19.75
CARQUEST AUTO PARTS	322555	VEH MAINT - DPW	23.41
CARQUEST AUTO PARTS	322681	VEH MAINT - DPW	9.01
CARQUEST AUTO PARTS	322906	VEH MAINT - DPW	4.54
CARQUEST AUTO PARTS	323053	VEH MAINT #92	19.52
CARQUEST AUTO PARTS	323484	VEH MAINT - AMB	6.24
CARQUEST AUTO PARTS	323516	VEH MAINT - AMB	17.32
CHARTER COMMUNICATIONS	2678 06/17	WATER TWR INTERNET SIGNALS	494.84
CINDY JOHNSON	053117	MILEAGE - COUNCIL	64.20
COPSPUS INC	757341	UNIFORMS - POLICE	1,258.88
DANIEL HIBNER	032317	TRAVEL EXPENSE - AMB	37.27
DE LAGE LANDEN FINANCIAL SERVICES	54753649	COPIER LEASE 06/17 - DDA	56.55

INVOICE REGISTER

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
DEAN RIVARD	060517	TRAVEL EXPENSE - AMB	174.59
DESIREE MILLER	052217	SAFETY SHOE ALLOW - CODE ENF	74.18
DONALD GOSSELIN	060217	SAFETY SHOE ALLOW - PW	122.50
DORNBOS SIGN & SAFETY INC	INV33171	TRAFFIC CONTROL MAINT - MAJ ST	64.05
DOUGLAS KRUEGER	052417	TRAVEL EXPENSE - AMB	60.00
DOUGLAS KRUEGER	061217	TRAVEL EXPENSE - AMB	51.15
DOUGLAS ROZNOWSKI	060917	SAFETY SHOE ALLOW - EQUIP	238.50
DTE ENERGY	062017	GAS	922.70
ETHAN R. WEBSTER	060217	DRY CLEANING EXPENSE - POLICE	15.75
EVERETT GOODRICH TRUCKING & ASPHALT	26617	DOWNTOWN TWO WAY TRAFF - MAJ ST	6,923.20
EVERETT GOODRICH TRUCKING & ASPHALT	2017-03	2017 RESURFACING	57,655.10
FAMILY ENTERPRISE EMBROIDERY	53877	UNIFORMS - FIRE/AMB	20.00
FASTENAL COMPANY	MIALP143751	VEH MAINT - DPW	22.75
FRANCIS ROSINSKI	053117	ELECTRICAL INSP SVCS 05/17	1,038.00
FREESE HYDRAULICS & EQUIP REPAIR	31321	VEH MAINT #66	105.00
FREESE HYDRAULICS & EQUIP REPAIR	31345	VEH MAINT #46	35.46
FRONTIER	2793 06/17	TELEPHONE - POL/FIRE/AMB	101.89
FRONTIER	4175 06/17	TELEPHONE - FIRE/AMB	38.89
FRONTIER	5445 06/17	TELEPHONE - FIRE/AMB	74.38
FRONTIER	7204 06/17	ELEVATOR TELEPHONE - CITY HALL	58.23
FRONTIER	7430 06/17	ELEVATOR TELEPHONE - PUBLIC SAFETY	58.23
FRONTIER	9535 06/17	TELEPHONE - SEWER	518.04
GARANTS OFFICE SUPPLIES & PRINTING	64772	SUPPLIES - MGR	4.95
GARANTS OFFICE SUPPLIES & PRINTING	64796	SUPPLIES - CODE ENF	129.00
GARTH GRULKE	053117	WORK APPAREL ALLOW - PW	51.09
GENE NORTHRUP	060917	SAFETY SHOE/WORK APPAREL ALLOW - PW	210.00
GERALD UNWIN	060217	SAFETY SHOE ALLOW - PW	132.71
GREAT LAKES FIRE & SAFETY EQUIPMENT	66437	UNIFORMS - TURNOUT GEAR	1,068.00
GREENWAY FUELS LLC	053117	RECYCLING 05/17	135.00
GREENWAY/L & N DISPOSAL	053117	DUMPSTER CHARGES 05/17	734.50
HAROLD KNOPP	060117	TRAVEL EXPENSE - AMB	15.00
HAVILAND	241274	SODIUM HYPOCHLORITE - SEWER	3,919.22
HEALTH EQUITY	12741 06/17	HSA CITY CONT 06/17	5,414.00
HURON ENGINEERING AND SURVEYING INC	2000	TOPOGRAPHIC SURVEYS - SEW/WATER	750.00
IMAGE360	62769	WAYFINDING SIGNS - MAJ ST	13,570.51
INTERSTATE BATTERY SYSTEM INC	23400841	VEH MAINT - AMB	99.95
INTERSTATE BATTERY SYSTEM INC	752318	VEH MAINT - FIRE EQ	447.80
JACKIE OLSEN	777763	BRIDGE MAINT - MAJ ST	50.00
JARED KWIATKOWSKI	053117	SAFETY SHOE ALLOW - PW	59.99
JENNIFER BERANT	060217	MILEAGE 07/16-06/17	21.23
JEROMES TOWING	17-1504	IMPOUND TOWING - POLICE	85.00
JOEL W JETT	031417	TRAVEL ADVANCE POLICE	240.00
KAREN HEBERT	060117	MILEAGE 08/16-06/17	107.29
L & S TRANSIT MIX CO	55105	MAINT - CEMETERY	69.90
LAKESHORE PLUMBING, HEATING &	35566	SECOND AVE BRIDGE REHABILITATION	3,953.29
LARRY SANDERSON	626372	BIKE RACK DISTRIBUTION - DDA	176.00
MACARTHUR CONSTRUCTION INC	2016-05	CITY HALL PKNG LOT/SEW/WATER MAINS - S	101,990.65
MARK MOUSSEAU	060917	PARKING ATTENDANT SVCS - DDA	646.00
MARY ALICE LEFEBVRE	AP14-8137C	AMBULANCE REFUND	1,006.01
MASTERS & LALONDE SHOES	38545	UNIFORMS - FIRE/AMB	107.99
MASTERS & LALONDE SHOES	38635	UNIFORMS - FIRE/AMB	96.00
MASTERS & LALONDE SHOES	38682	UNIFORMS - FIRE/AMB	96.00
MASTERS & LALONDE SHOES	38768	UNIFORMS - FIRE/AMB	159.99
MASTERS & LALONDE SHOES	38773	UNIFORMS - FIRE/AMB	92.00
MASTERS & LALONDE SHOES	38779	UNIFORMS - FIRE/AMB	107.00
MERIDIAN CONTRACTING SERVICES LLC	580-2015 05/17	CONSTRUCTION SVCS - WOODWARD TRAIL	6,250.00
MICHAEL MANCHESTER	060417	TRAVEL EXPENSE - AMB	15.00
MICHAEL TOROK	060817	TRAVEL EXPENSE - AMB	90.10
MICHIGAN CAT	28522	VEH MAINT - DPW	152.38
MICHIGAN OFFICE SOLUTIONS	IN902988	COPIER MAINT - PSF	599.00
MICHIGAN STATE POLICE	551-489218	SOR REGISTRATION - POLICE	30.00
MID MICHIGAN MEDICAL CENTER	060517	SUPPLIES - AMB DISP	490.00
NEMROC INC	23479	MAINT - MAJ/LOC ST	200.00
NETWORKFLEET INC	1092583	GPS TRACKING SYSTEM - AMB	73.85
NORTHERN CLEANING & MAINTENANCE	1871	MAINT - DDA	40.00
NORTHERN TOOL SALES & RENTALS	70798	VEH MAINT - DPW	57.95
NORTHERN TOOL SALES & RENTALS	70852	SUPPLIES - CEMETERY	3.49
OFFICE DEPOT	927137429001	SUPPLIES - PUBLIC SAFETY	40.36
OHM ADVISORS	185728	DOWNTOWN TRAFFIC STUDY	4,134.00
PHARMALOGIC HOLDINGS CORP	AP16-2738	AMBULANCE REFUND	684.00
PHILLIPS EXPERT TREE & LANDSCAPE	060217	MAINT - CEMETERY	3,797.00
PRATTSCAPE LLC	2016-03	TREE PLANTING - MAJ/LOC ST	14,662.85

INVOICE REGISTER

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
PRESQUE ISLE ELECTRIC & GAS CO	81166373 0417	ELECTRIC - AIR BASE	(29.18)
PRESQUE ISLE ELECTRIC & GAS CO	81166373 0517	ELECTRIC - AIR BASE	56.18
PRIORITY ONE EMERGENCY	70030099	UNIFORMS - FIRE/AMB	184.97
PRODUCTIVE CEDAR PRODUCTS LLC	060517	REFINISH BIKE RACKS - DDA	900.00
RAPID RESULTS	5659	DRUG SCREEN - PUBLIC WORKS	30.00
RAPID RESULTS	5789	DRUG SCREEN - PUBLIC WORKS	30.00
ROBERT ADRIAN	052417	TRAVEL EXPENSE - AMB	176.14
SERVICEMASTER HOME & OFFICE	61310	CLEANING - SEWER	3,902.66
SERVICEMASTER HOME & OFFICE	61316	CLEANING - SEWER	4,659.72
SERVICEMASTER HOME & OFFICE	61305	CLEANING - SEWER	8,810.26
SEVAN K INC	313 05/17	VEH MAINT - POLICE	118.50
SHALLAS SERVICE	9904	VEH MAINT #64	98.00
SHANTY CREEK RESORTS	499342	LODGING - POLICE	314.60
SHELL	79036133706	UNLEADED GAS/FUEL-POL/F/A/GEN/MICU	2,527.79
SIGN-A-RAMA INC	45347	SUPPLIES - AMB	188.50
SOLUCIENT SECURITY SYSTEMS	0205869	MAINT - PUBLIC WORKS	91.80
SUEZ WATER ENVIRONMENTAL SERVICES	201730613	CONT OPERATIONS 04/17	439.92
SUEZ WATER ENVIRONMENTAL SERVICES	201730727	CONT OPERATIONS 05/17	132,886.37
SUEZ WATER ENVIRONMENTAL SERVICES	201730808	CONT OPERATIONS 05/17	27,953.84
SUPERIOR IMAGE CLEANING	3821	CLEANING - DDA	35.00
TELE-RAD INC	879052	SUPPLIES - POLICE	114.00
TETRA TECH INC	51184754	SECOND AVE BRIDGE PM CONSTR INSP	27,763.38
THE UPS STORE 5054	060617	SHIPPING FEES	85.73
THOMPSONS LINEN SERVICE	70483 05/17	UNIFORMS-PW/CEM/PKS/EQ	268.20
THUNDER BAY ELECTRIC INC	225305	CONTRACTUAL SERVICES	1,196.00
THUNDER BAY ELECTRIC INC	225316	DOWNTOWN TWO WAY TRAFF - MAJ ST	851.30
THUNDER BAY ELECTRIC INC	225317	FEDERAL BLDG SVC PANEL	403.84
THUNDER BAY ELECTRIC INC	225322	MAINT - BOAT HARBOR	69.00
THUNDER BAY ELECTRIC INC	225338	MAINT - LIGHTS	103.38
THUNDER BAY ELECTRIC INC	225361	NORTH WATER TOWER CONTROLS	18,290.00
THUNDER BAY ELECTRIC INC	225377	MAINT - PARKS	46.00
THUNDER BAY ELECTRIC INC	225378	MAINT - MAJ ST	92.00
THUNDER BAY ELECTRIC INC	225379	MAINT - BOAT HARBOR	46.00
THUNDER BAY ELECTRIC INC	225380	MAINT - BOAT HARBOR	46.00
TRACTOR SUPPLY CREDIT PLAN	100498586	SUPPLIES - PUBLIC WORKS	19.97
TRACTOR SUPPLY CREDIT PLAN	200561416	VEH MAINT - DPW	149.97
TRACTOR SUPPLY CREDIT PLAN	20557384	TRAFF CONTROL MAINT - MAJ ST	21.97
TRUCK & TRAILER SPECIALTIES	29111B	VEH MAINT - DPW	140.72
TRUE NORTH RADIO NETWORK	68895	ADVERTISING - DDA	449.00
TRUGREEN PROCESSING CENTER	64866043	MAINT - CEMETERY	36.05
VERIZON WIRELESS	9786684045	IPADS - GEN/AMB	720.18
VISA/ELAN FINANCIAL SERVICES	1790 06/17	UNIFORMS/TR EXP - POLICE	909.15
VISA/ELAN FINANCIAL SERVICES	3610 06/17	SUPPLIES - DDA	5.55
VISA/ELAN FINANCIAL SERVICES	3660 06/17	MAINT/TRAVEL EXP - BH/BLDG	1,069.10
VISA/ELAN FINANCIAL SERVICES	4552 06/17	FOOD/SERVICE - CLERK/TREAS	29.76
VISA/ELAN FINANCIAL SERVICES	7337 06/17	TRAVEL EXP/FOOD/SERVICE - PLANNER	21.63
VISA/ELAN FINANCIAL SERVICES	7449 06/17	TR EXP/SUPP.MAINT - ENG/IT/POL/PKS/PW	693.38
VISA/ELAN FINANCIAL SERVICES	8703 06/17	SUPPLIES - DDA	36.99
VISA/ELAN FINANCIAL SERVICES	6116 06/17	SUPP/TR EXP/VEH MAINT/FOOD/SERV-FIRE//	819.07
WITMER PUBLIC SAFETY GROUP	X1775436	TURNOUT GEAR - FIRE	10.59
YOUNG GRAHAM ELSENHEIMER &	20196	WATER RATE NEGOTIATIONS	5,491.00

Total: 565,760.07

6/19/2017


	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
APPOINT	Kyrie Momrik	Downtown Development Authority	4	6/1/2021	Mayor
APPOINT	Donald LaBarre	Historic Distric Commission	3	4/1/2020	Mayor
APPOINT	Gretchen Kirschner	Planning Commission	3	11/1/2018	Mayor



Memorandum

Date: June 12, 2017

To: Mayor Matthew J. Waligora
Alpena City Council

From: Greg Sundin, City Manager 

RE: Appointment of Planning and Development Director Adam Poll to TBTA Board of Directors

Upon my employment with the City in June 1998 I was appointed Transportation Coordinator for the City. In that capacity I served as staff for the City Dial-A-Ride (DART) program, representative on the Thunder Bay Transportation Corp. (TBTC) Board and City representative and Board President of the Thunder Bay Transportation Authority (TBTA) upon its creation in 2006 with the merger of DART and TBTC at the urging of the Transit Division of MDOT. I have seen many changes, especially since the creation of the Authority in 2006 – hiring of a fulltime executive director, development of a new operations center, institution of trolley service and the transition of its daily operations by a third party operator, Prell's Services, to direct operation by the Authority itself. As with any such long tenure I have seen my share of highs and lows.

I had previously indicated to Council my desire to step down from the Board Presidency, and the Board itself, once the new facility is completed and occupied (currently projected for September of this year). Additionally, the process of transitioning from a third party operator to having all personnel as direct employees of TBTA has been ongoing for many months with the official turnover effective July 1, 2017. As part of that process my son applied for and has been selected to be the Operations Manager for TBTA. This creates, if not an actual conflict of interest, a very strong perception of one. Since I do not want to hinder my son's employment opportunities, I informed Council in April that I intended to resign from the TBTA Board earlier than initially planned with an effective date of June 30, 2017. I announced this at the April TBTA Board meeting with my last official meeting being June 22.

It is my recommendation that City Planning and Development Director Adam Poll be appointed as my replacement as City representative on the TBTA Board. Adam and I have discussed this and he has agreed to serve. I believe he will be an excellent appointment and will represent the City well. I will work with Adam through the transition period and will always be available to provide guidance and insight when requested. It is my intent for Adam to attend the June 22 TBTA Board meeting, at which time I will introduce him to the full Board and allow him to see how the Board operates prior to him officially taking a seat at the July 28 Board meeting.

I have generally enjoyed my time working with DART, TBTC and TBTA for the past nineteen years and thank Council for the opportunity.

6.F.

BUDGET AMENDMENT REQUEST

RECEIVED
JUN 14 2017

FUND: Sewer

DEPARTMENT: Collection

PROJECT: _____

CITY OF ALPENA
CLERK / TREAS / FIN DIRECTOR

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
590-538-956-000	Miscellaneous	\$1,000	\$17,240	\$18,240
590-538-981-000	Capital Outlay	\$20,000	(\$17,240)	\$2,760

Justification for Budget Amendment

The utility experienced three sewer backups, one from the Third Ave lift station when an underground wire failed and one on Ford Avenue when

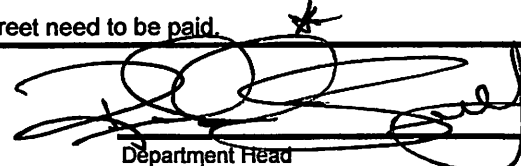
the alarm system failed and a pump also failed and also a blocked main. The initial cleanup from these two failures, \$8,800 on Ford and

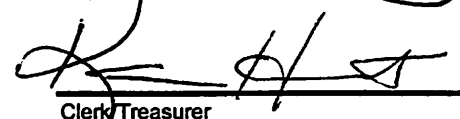
\$4,700 from Third and \$3,900 from Barry Street need to be paid.

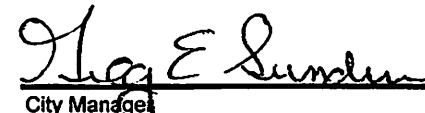
Michigan Uniform Accounting and Budget Act:

** 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.

 6-13-17
Department Head Date

 6-14-17
Clerk/Treasurer Date

 6-15-17
City Manager Date

City Council Date

* FUNDING IS AVAILABLE FROM CAPITAL DUE TO
PROJECT COST SAVINGS. SEWER BY-PASS TYPICAL

6.G.

BUDGET AMENDMENT REQUEST

RECEIVED
JUN 13 2017

FUND: General

DEPARTMENT: Parks and Recreation

PROJECT: _____

CITY OF ALPENA
CLERK / TREAS / FIN DIRECTOR

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-750-931-000	Repairs & Maintenance	\$36,000	\$7,000	\$43,000
101-440-931-000	Public Works Rep. & Maint	\$47,300	(\$7,000)	\$40,300

Justification for Budget Amendment

Additional expenses for stump grinding, water system backflow preventer testing, public bathroom repairs, and mulch have elevated the

expenses for this year.

Michigan Uniform Accounting and Budget Act:

 6-13-17

Department Head Date

** 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.

Clerk/Treasurer Date

City Manager Date

City Council Date

BUDGET AMENDMENT REQUEST

Fund: General Fund
 Department: General

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
106-170-920-000	Utilities	37,000	2,200	39,200
	Fund Balance		<2,200>	

Justification for Budget Amendment

Reduced utilities during budget sessions, we now need
the funds.

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.

[Signature] 6-12-17
 Department Head Date

[Signature] 6-12-17
 Clerk/Treasurer Date

[Signature] 6-12-17
 City Manager Date

 City Council Date



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

PROCLAMATION

WHEREAS, thanks to the work of honey bees, native pollinating insects, butterflies, birds and other animal pollinators, and pollinator species, such as thousands of species of bees are essential partners in producing much of our food supply; and

WHEREAS, 80 percent of the world's crops depend on pollination, insect pollinators, including honey bees, pollinate products amounting to more than \$20 billion annually in the United States; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational, and economic development opportunities; and

WHEREAS, pollinators are critical to ecosystems health and agriculture, and increased support for protecting and sustaining pollinators is vital to our survival, and the existence of nearly all ecosystems on earth; and

WHEREAS, if pollinator populations such as the honey bee, and many species of butterflies, moths, birds, bats and other pollinators decline, it is a threat not only to the production of commercial crops, but also a wide range of flowering plants, including rare and endangered species.

WHEREAS, Northeastern Michigan Rehabilitation and Opportunity Center (NEMROC) Pollination Brigade's goal is to make very significant and positive changes in the environmental quality of the community. The Pollination/Litter Brigade is a project of NEMROC and the Supported Employment program. This program creates meaningful and rewarding work for the people with developmental disabilities who have a strong desire to have a job. This is accomplished by work that will enhance the pollination efforts of bees, butterflies, bats, and birds. The Pollination Brigade creates habitats for bees, butterflies, bats, and birds, and also aids in the removal of cigarette litter in parks, beaches, and other designated areas.

NOW, THEREFORE, in recognition of the importance of pollinator species to agriculture, forest, and grassland environments, and other ecosystems, I, Matthew J. Waligora, by virtue of the authority vested in me as Mayor of Alpena, **DO HEREBY PROCLAIM** the week of June 19-25, 2017, as:

POLLINATOR WEEK

in the City of Alpena, and I encourage all citizens to protect and encourage pollinator habitats to ensure the continuation of species that are essential to our habitats, economy and lives.

Signed at Alpena, Michigan this 19th day of June 2017.

Matthew J. Waligora
Mayor





City Attorney's Office
William A. Pfeiffer • City Attorney
Nancy A. Ward • Asst. City Attorney

208 North First Avenue
Alpena, MI 49707
www.alpena.mi.us

MEMORANDUM

TO: Mayor Waligora and All Members of the Alpena City Council
FROM: William A. Pfeiffer, City Attorney *WAP*
CC: Greg Sundin, City Manager
DATE: June 13, 2017
SUBJECT: Trapping, Spay and Neutering Abandoned Cats (TNR)

I've had a chance to review the issue presented at the June 5, 2017 City Council meeting regarding the presentation by the Northeast Michigan TNR Group. I reviewed the Alpena County Animal Control Ordinance and see nothing under the ordinance that would be prohibitive to the City allowing TNR to occur within the City limits. However, as the City is part of the County, it would make sense to run this by the Alpena County Commissioners to see if they have any specific objections.

Further, there are articles both pro and con as to whether TNR works, but that is a separate issue from whether Council should allow TNR to occur within the city. I see no specific legal impediment to doing so at this time and as such, leave it to the discretion of City Council to make a decision it feels is appropriate, once again with the caveat that this should be run by the folks at the County as well to make sure they have no objection.


laa



Memorandum

Date: June 12, 2017

To: Mayor Matthew J. Waligora
Alpena City Council

From: Greg Sundin, City Manager 

RE: Services Agreements for Target Alpena, MACNE and the Humane Society

It has become standard practice for the City to enter into individual Services Agreements with organizations Council has directly budgeted funding to. For the 2017-18 fiscal year the funding has been allocated to Target Alpena Development Corporation, Michigan Arts and Culture Northeast (MACNE) and the Huron Humane Society Inc. The Target and MACNE agreements are the same as in previous years except for some basic updates including dates and names, and in the case of Target updates to the Scope of Services. These agreements have been reviewed, approved and signed by their respective organizations.

This is the first time that an agreement has been used with the Humane Society. In hindsight we should have instituted the practice back when we began doing so with Target, but for whatever reason did not. This agreement follows that of the others, except for the Scope of Services, which includes specific items requested by Councilwoman Johnson, who is a current Board member. The Humane Society Board has reviewed and approved the Agreement, which has been signed by the Board President.

Once Council approves the attached agreements, the City can make the first quarterly payments following the second Council meeting in July.

Services Agreement
between
The City of Alpena and Michigan Arts and Culture Northeast

This Agreement dated the 19th day of June, 2017, by and between the **City of Alpena**, a Michigan Municipal Corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (hereinafter called the "City"), and **Michigan Arts and Culture Northeast**, a Michigan Non-Profit Corporation, whose address is 127 W. Chisholm Street, Alpena, MI 49707 (hereinafter called "MACNE") provides for the provision of funding by the City in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

I. RECITALS

- A. The City of Alpena has approved funding in its 2015-16 fiscal year in the amount of \$4,000 to Michigan Arts and Culture Northeast to fund the development and implementation projects developed by the MACNE Discovery Tour Committee specifically for the marketing and promotion of the Lake Huron Discovery Tour, October 6-9, 2017 and general operating expenses incurred by MACNE per its original request.
- B. Subsequent funding by the City will be dependent on MACNE's performance in implementing this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- C. MACNE, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement.
- D. The funding appropriations from the City to MACNE shall be used only for the purposes set forth in this Agreement necessary for it to perform the specific activities included herein.

II. TERM OF AGREEMENT

This agreement shall commence on July 1, 2017 and expire on June 30, 2018.

III. CONTRACTUAL ACTIVITIES

MACNE shall perform those services and activities specified in the Agreement.

IV. MONITORING REPORTS

MACNE shall provide to the Alpena City Council a final written and oral report within thirty (30) days of the completion of the Lake Huron Discovery Tour that clearly details the project(s) implemented by MACNE utilizing City funds, their status and the impact on the Lake Discovery Tour.

V. PAYMENT SCHEDULE & FAILURE TO PERFORM

- A. Payments shall be made upon submission by MACNE of a narrative, budget and funding request for a specific project or projects related to the marketing and promotion of the Discovery Tour.
- B. Projects funded by the City of Alpena must clearly demonstrate a direct benefit to the City either by the project occurring in the City or if the marketing is broader in scope that the City benefits proportionately to the funding provided.
- C. In the event the City determines that insufficient progress has been made on any of the activities receiving funds or the funds were used inappropriately, the City shall provide written notice to MACNE of the specific issues. Within fifteen (15) days of receipt of the notice MACNE shall notify the City in writing that the issues have been addressed to the City's satisfaction or provide a plan acceptable to the City for rectifying the issues. If the issues are not corrected or an acceptable plan provided by MACNE within the initial fifteen (15) day period the City may withhold funding from any subsequent submittals by MACNE or demand repayment of already distributed funds. If the matter remains unresolved the City may terminate the Agreement in accordance with Section VI below.

VI. TERMINATION OF THIS AGREEMENT

- A. Either party may terminate this Agreement without cause at any time, for any reason, by specifying the effective date, and by providing written notice to the other party of such intent to terminate this Agreement with at least thirty (30) days written notice.
- B. In the event the Agreement is terminated, MACNE shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. MACNE shall submit a detailed invoice of those services and payment shall be made by the City within thirty (30) days. The City reserves the right to reduce the final payment in accordance with Section V.C., if in its judgment the billed activities are not consistent with expected progress or use.

VII. AMENDMENTS TO THIS AGREEMENT

- A. This Agreement may be amended only by the mutual written consent of both parties.
- B. Any increase in the monetary value of the Agreement shall be dependent on sufficient funding being available within the current City budget and approval of a corresponding budget amendment by City Council.

VIII. GENERAL CONDITIONS

A. Assignability

MACNE shall not subcontract, assign, or transfer any interest in this Agreement without the prior written consent of the City of Alpena.

B. Continuing Right of Enforcement

Failure of the City to enforce at any time any of the provisions of this Agreement, or require at any time performance by MACNE of any of the provisions herein, shall not be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City to enforce its provisions.

C. Disclaimer and Hold Harmless Clause

MACNE agrees to protect, defend, indemnify and hold harmless the City, its officers, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suites, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof, except for those claims or liability alleged to arise out of the actions of the City or its officers and agents. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement, of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any tangible or intangible persona, or property right, or actual or alleged violation of any statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. MACNE further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

D. Liability for Damages and Disallowed Costs

Notwithstanding any term or condition of this Agreement to the contrary, MACNE shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by MACNE, or any disallowed cost. (Disallowed costs will include any activities not included within this Agreement,

unless approved by the City Manager prior to being conducted.) The City shall have the right to demand of MACNE, within a period of time specified by the City, the return of any Agreement funds used for such disallowed costs, and MACNE agrees to comply with such demand.

E. Bonding

MACNE shall assure that any officer, director, agent or employee of MACNE who is authorized to act on its behalf for the purpose of receiving or depositing Agreement funds, or issuing financial documents, checks or other instruments of payments for Agreement costs shall be bonded in an amount sufficient to cover the value of this Agreement, and which affords protection to the City under the bond.

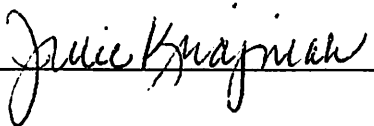
F. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, the work or materials for governmental purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation



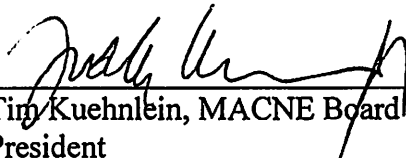
By: _____
Matthew J. Waligora, Mayor

By:  _____
Karen Hebert, City Clerk

WITNESSES:

MICHIGAN ARTS AND CULTURE
NORTHEAST, a Michigan Non-Profit Corporation

 _____

By:  _____
Tim Kuehnlein, MACNE Board President

Services Agreement

between

The City of Alpena and Target Alpena Development Corporation

This Agreement dated the 19th day of June, 2017, by and between the **City of Alpena**, a Michigan Municipal Corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (hereinafter called the “City”), and **Target Alpena Development Corporation**, a Michigan Non-Profit Corporation, whose address is 235 W. Chisholm Street, Alpena, MI 49707 (hereinafter called “Target Alpena”) provides for the provision of funding by the City in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

I. RECITALS

- A. The City of Alpena has approved funding in its 2017-18 fiscal year in the amount of \$40,000 to Target Alpena. Subsequent funding by the City will be dependent on Target Alpena’s performance in implementing the Scope of Services in this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- B. Target Alpena, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement and the attached Scope of Services.
- C. The funding appropriations from the City to Target Alpena shall be used only for the purposes set forth in this Agreement and general administrative functions of Target Alpena necessary for it to operate and perform the specific activities included in the Scope of Services.

II. TERM OF AGREEMENT

This agreement shall commence on July 1, 2017 and expire on June 30, 2018.

III. CONTRACTUAL ACTIVITIES

Target Alpena shall perform those services and activities specified in the attached Scope of Services.

IV. MONITORING REPORTS

- A. Target Alpena shall provide Semi-Annual and Annual Reports in a format that clearly details progress made on the activities of the organization and in particular those activities and/or services specified in the Scope of Services of this Agreement. These

reports shall be submitted no later than January 10 (Semi-Annual), July 10 (Combined Semi-Annual and Annual). Reports shall cover the following periods:

- July-December
- January-June

B. Written reports shall be submitted to the City Manager and Planning and Development Director for distribution to City staff and City Council. Additionally, the Target Alpena Executive Director and/or Board President shall present semi-annual and annual reports to City Council at the direction of the City Manager.

V. PAYMENT SCHEDULE & FAILURE TO PERFORM

A. Payments shall be made semi-annually in July and January following the second City Council meeting of that month.

B. Target Alpena shall submit an invoice with the required July Combined Semi-Annual/Annual Report and the January Semi-Annual Report. The invoice shall detail the percent of each activity or service included in the Scope of Services completed during the billing period (previous year).

C. Payments shall be equal to one-half (1/2) of the Agreement amount, unless modified by the City in accordance with Paragraph D below.

D. In the event the City determines that insufficient progress has been made on any of the activities included in the Scope of Services, the City shall provide written notice to Target of the specific deficiencies. Within fifteen (15) days of receipt of the notice Target shall notify the City in writing that the deficiencies have been corrected to the City's satisfaction or provide a plan acceptable to the City for rectifying the deficiencies. If the issues are not corrected by Target within the initial fifteen (15) day period the City may withhold up to 15% of the payment until such explanation is received and accepted by the City as adequately addressing the issues raised. If the matter remains unresolved the City may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the City, or terminate the Agreement in accordance with Section VI below.

VI. TERMINATION OF THIS AGREEMENT

A. Either party may terminate this Agreement without cause at any time, for any reason, by specifying the effective date, and by providing written notice to the other party of such intent to terminate this Agreement at least thirty (30) days prior to the end of a Quarter. Termination shall be effective as of the last day of the current Quarter.

- B. In the event the Agreement is terminated, Target Alpena shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. Target Alpena shall submit a detailed invoice of those services and payment shall be made by the City within thirty (30) days. The City reserves the right to reduce the final payment in accordance with Section V.D., if in its judgment the billed activities are not consistent with expected progress.

VII. AMENDMENTS TO THIS AGREEMENT

- A. This Agreement, including the Scope of Services, may be amended only by the mutual written consent of both parties.
- B. Any increase in the monetary value of the Agreement shall be dependent on sufficient funding being available within the current City budget and approval of a corresponding budget amendment by City Council.

VIII. GENERAL CONDITIONS

A. Assignability

Target Alpena shall not subcontract, assign, or transfer any interest in this Agreement without the prior written consent of the City of Alpena.

B. Continuing Right of Enforcement

Failure of the City to enforce at any time any of the provisions of this Agreement, or require at any time performance by Target Alpena of any of the provisions herein, shall not be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City to enforce its provisions.

C. Disclaimer and Hold Harmless Clause

Target Alpena agrees to protect, defend, indemnify and hold harmless the City, its officers, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suites, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof, except for those claims or liability alleged to arise out of the actions of the City or its officers and agents. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement, of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any tangible or intangible persona, or property right, or actual or alleged violation of any statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Target Alpena further agrees to investigate, handle, respond to, provide

defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

D. Liability for Damages and Disallowed Costs

Notwithstanding any term or condition of this Agreement to the contrary, Target Alpena shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Target Alpena, or any disallowed cost. (Disallowed costs will include any activities not included within the attached Scope of Services, unless approved by the City Manager prior to being conducted.) The City shall have the right to demand of Target Alpena, within a period of time specified by the City, the return of any Agreement funds used for such disallowed costs, and Target Alpena agrees to comply with such demand.

E. Bonding

Target Alpena shall assure that any officer, director, agent or employee of Target Alpena who is authorized to act on its behalf for the purpose of receiving or depositing Agreement funds, or issuing financial documents, checks or other instruments of payments for Agreement costs shall be bonded in an amount sufficient to cover the value of this Agreement, and which affords protection to the City under the bond.

F. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, the work or materials for governmental purposes.

IX. AGREEMENT ATTACHMENTS

The following document is hereby made an Attachment to this Agreement:

A. Attachment A, Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation

By: _____
Matthew J. Waligora, Mayor

By: _____
Karen Hebert, City Clerk

WITNESSES:

TARGET ALPENA DEVELOPMENT CORPORATION, a Michigan Non-Profit Corporation

By: _____
Dennis Schultz, Board President

Attachment A.

Scope of Services

In consideration for funding provided by the City of Alpena included in the Services Agreement, Target Alpena shall provide the following economic development services and activities to the City of Alpena:

- Continuation of marketing programs for Commerce Industrial Park, City-owned US 23 North property and other City property as requested, including the involvement by local realtors as appropriate. Activities involving City-owned properties shall be jointly developed by the two parties.
- Continue to work closely with the City Planning and Development Department on existing and future economic development projects, in particular the redevelopment of the former Alpena Power Company property in the downtown and the development of a second new hotel in the City.
- Continue efforts to capture additional investment in the Alpena area.
- Continue Target entrepreneurial support and loan programs.
- Continue to work with the MEDC attraction team in the recruitment of new businesses to the Alpena area as required.
- Work collectively within our relationship with the Alpena Area Chamber of Commerce to develop, promote and assist our local businesses in a way that lends itself to the open discussion of issues and report same to the City on a Semi-Annual and Annual basis.
- Proactively assist the DDA in its mission to maintain a healthy economic foundation and maximize the value proposition of downtown Alpena.

- Continue the selective recruitment of industrial, commercial and service businesses to the Alpena area.
- Meeting of the Target Alpena Executive Director and/or Board President with city staff (City Manager, Planning and Development Director) as needed, but at a minimum of each quarter, to discuss issues of mutual interest and maintain open communications between the two parties.
- Provide Semi-Annual and Annual Reports providing a status update on each of the above services/activities, including successes, obstacles encountered and overall assessment of each service/activity. Semi-Annual and Annual reports will be presented at City Council meetings in accordance with Section IV.B of the Agreement.
- Annual funding request to City Council as part of the January Report.
- Provide each year's Target Alpena priority projects for the current calendar year with the January Semi-Annual Report.

Services Agreement

between

The City of Alpena and the Huron Humane Society, Inc.

This Agreement dated the 19th day of June, 2017, by and between the **City of Alpena**, a Michigan Municipal Corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (hereinafter called the "City"), and the **Huron Humane Society, Inc.** a Michigan Non-Profit Corporation, whose address is 213 West Chisholm Street, Alpena, MI 49707 (hereinafter called "Humane Society") provides for the provision of funding by the City in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

I. RECITALS

- A. The City of Alpena has approved funding in its 2017-18 fiscal year in the amount of \$17,000 to the Humane Society. Subsequent funding by the City will be dependent on the Humane Society's performance in implementing the Scope of Services in this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- B. The Humane Society, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement and the attached Scope of Services.
- C. The funding appropriations from the City to the Humane Society shall be used only for the purposes set forth in this Agreement and general administrative functions of the Humane Society necessary for it to operate and perform the specific activities included in the Scope of Services.

II. TERM OF AGREEMENT

This agreement shall commence on July 1, 2017 and expire on June 30, 2018.

III. CONTRACTUAL ACTIVITIES

The Humane Society shall perform those services and activities specified in the attached Scope of Services.

IV. MONITORING REPORTS

- A. The Humane Society shall provide Quarterly and Annual Reports in a format that clearly details progress made on the activities of the organization and in particular those activities and/or services specified in the Scope of Services of this Agreement.

These reports shall be submitted no later than October 31 (Quarterly), January 31 (Combined Quarterly and Semi-annual), April 30 (Quarterly) and July 31 (Combined Quarterly and Annual). Quarterly reports shall cover the following periods:

- July-September
- October-December
- January-March
- April-June (including Society tax return)

- B. Written reports shall be submitted to the City Clerk for distribution to City staff and City Council. Additionally, the Humane Society Executive Director and/or Board President shall present semi-annual and annual reports to City Council at the direction of the City Clerk.

V. PAYMENT SCHEDULE & FAILURE TO PERFORM

- A. Payments shall be made quarterly in July, October, January and April following the second City Council meeting of that month.
- B. The Humane Society shall submit an invoice by July 1, October 1, January 1, and April 1 for one-quarter of the approved funding amount (\$4,250). The invoice shall detail the percent of each activity or service included in the Scope of Services completed during the billing period (previous Quarter).
- C. Payments shall be equal to one-quarter (1/4) of the Agreement amount, unless modified by the City in accordance with Paragraph D below.
- D. In the event the City determines that insufficient progress has been made on any of the activities included in the Scope of Services, the City shall provide written notice to the Humane Society of the specific deficiencies. Within fifteen (15) days of receipt of the notice the Humane Society shall notify the City in writing that the deficiencies have been corrected to the City's satisfaction or provide a plan acceptable to the City for rectifying the deficiencies. If the issues are not corrected by the Humane Society within the initial fifteen (15) day period the City may withhold up to 15% of the payment until such explanation is received and accepted by the City as adequately addressing the issues raised. If the matter remains unresolved the City may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the City, or terminate the Agreement in accordance with Section VI below.

VI. TERMINATION OF THIS AGREEMENT

- A. Either party may terminate this Agreement without cause at any time, for any reason, by specifying the effective date, and by providing written notice to the other party of

such intent to terminate this Agreement at least thirty (30) days prior to the end of a Quarter. Termination shall be effective as of the last day of the current Quarter.

- B. In the event the Agreement is terminated, the Humane Society shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. The Humane Society shall submit a detailed invoice of those services and payment shall be made by the City within thirty (30) days. The City reserves the right to reduce the final payment in accordance with Section V.D., if in its judgment the billed activities are not consistent with expected progress.

VII. AMENDMENTS TO THIS AGREEMENT

- A. This Agreement, including the Scope of Services, may be amended only by the mutual written consent of both parties.
- B. Any increase in the monetary value of the Agreement shall be dependent on sufficient funding being available within the current City budget and approval of a corresponding budget amendment by City Council.

VIII. GENERAL CONDITIONS

A. Assignability

The Humane Society shall not subcontract, assign, or transfer any interest in this Agreement without the prior written consent of the City of Alpena.

B. Continuing Right of Enforcement

Failure of the City to enforce at any time any of the provisions of this Agreement, or require at any time performance by the Humane Society of any of the provisions herein, shall not be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City to enforce its provisions.

C. Disclaimer and Hold Harmless Clause

The Humane Society agrees to protect, defend, indemnify and hold harmless the City, its officers, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, suites, causes of action, and judgments of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof, except for those claims or liability alleged to arise out of the actions of the City or its officers and agents. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement, of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any tangible or intangible persona, or property

right, or actual or alleged violation of any statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Humane Society further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

D. Liability for Damages and Disallowed Costs

Notwithstanding any term or condition of this Agreement to the contrary, the Humane Society shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Humane Society, or any disallowed cost. (Disallowed costs will include any activities not included within the attached Scope of Services, unless approved by the City Manager prior to being conducted.) The City shall have the right to demand of the Humane Society, within a period of time specified by the City, the return of any Agreement funds used for such disallowed costs, and the Humane Society agrees to comply with such demand.

E. Bonding

The Humane Society shall assure that any officer, director, agent or employee of the Humane Society who is authorized to act on its behalf for the purpose of receiving or depositing Agreement funds, or issuing financial documents, checks or other instruments of payments for Agreement costs shall be bonded in an amount sufficient to cover the value of this Agreement, and which affords protection to the City under the bond.

F. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, the work or materials for governmental purposes.

IX. AGREEMENT ATTACHMENTS

The following document is hereby made an Attachment to this Agreement:

A. Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation

By: _____
Matthew J. Waligora, Mayor

By: _____
Karen Hebert, City Clerk

WITNESSES:

HURON HUMANE SOCIETY, a Michigan Non-Profit Corporation

By:  _____
Lori Stephan, Board President

Attachment A.

Scope of Services

In consideration for funding provided by the City of Alpena included in the Services Agreement, the Humane Society shall provide the following services and activities to the City of Alpena:

- The housing, treatment and care of animals from within the corporate limits of the City of Alpena captured by Society personnel or dropped off at the Woodward Avenue facility.
- Ongoing efforts by the Humane Society to improve and upgrade the facilities at the Woodward Avenue shelter or the development of a new shelter, if applicable.
- Agree to the appointment by the Mayor and approved by City Council of a City representative on the Humane Society Board of Directors.
- Provide copies of meeting minutes and monthly financials, including all revenues and expenditures, to the City Clerk for distribution to City Manager and Council (can be provided by City Board representative).
- Provide Quarterly, Semi-annual and Annual Reports providing a status update on each of the above services/activities, including successes, obstacles encountered and overall assessment of each service/activity. Semi-annual and annual reports will be presented at City Council meetings in accordance with Section IV.B of the Agreement.
- Present annual funding request to City Council as part of the January Quarterly Report.
- Provide the Humane Society's priority projects or activities for the current calendar year with the January Quarterly Report.

Memorandum



Date: May 31, 2017

To: Mayor Matt Waligora and City Council

Copy: Greg Sundin, City Manager

From: Adam Poll, Planning and Development Director

Subject: PC 17-Z-01- Rezone from B-3 to PUD for new building at 1161 N Bagley- Staff Report

RE: **P.C. Case #17-Z-01.** Northland Area Credit Union, has requested to rezone the 2.53 acre property located at 1161 N Bagley Street from B-3 Commercial District to a PUD Planned Unit Development District for the purpose of constructing a new building. Article 5.24D

Northland Credit Union wants to construct their new cooperate headquarters in the City of Alpena at 1161 N Bagley Street. They have evaluated many locations within the City and chose the location on Bagley as the best fit. The proposed building would be 4 stories tall and a total of 58,400 square feet (SF) in size, 51,750 SF above grade. The existing property is vacant with an existing access from Bagley Street. There are not any known environmental conditions. Northland Credit Union has 15 locations throughout northeast Michigan with the current main office being located in Oscoda.

The property in question is zoned B-3 Commercial District which is designed to provide sites for more diversified business types requiring a city wide general market area and/or arterial exposure. Surrounding uses include Goodwill Industries and Besser Credit Union to the north, a shopping center to the south, RA Townsend (a plumbing/HVAC supplier and distributor) to the west and Evergreen Cemetery to the east. The B-3 district has a height restrict of 35 feet for any portion of the building used for living or commercial space. The use in question would be allowed in this zoning district by right.

The applicants have requested to construct a building with the top of the commercial space measuring 54 feet tall. As the proposed structure is taller than allowed, the applicants are requesting to rezone the property to a Planned Unit Development (PUD) District. The purpose of a Planned Unit Development is designed to encourage quality land development and site design outside of the typical zoning standards.

The applicant has requested that the preliminary and final site plan review be consolidated to one hearing. Staff has reviewed the criteria for consolidation which include limited size of the PUD, limited number of design elements, compatibility with adjacent development and no significant impact on adjoining public streets, and found it would qualify for consolidation.

Height requirements are generally in place to protect adjacent uses from the potential physical effects an adjacent tall building may have. For instance there are many commercial zoning districts that directly adjoin residential districts, and allowing a taller building would have a significant impact on an adjacent residence, as it may cast a significant shadow on that residence blocking the sunlight or may restrict the

privacy by allowing a direct view from the building to their yard. In this instance, the building is set back away from adjoining properties, and surrounding uses are all commercial in nature.

In addition to protecting adjacent uses from the physical effects of a tall building, height requirements are in place for aesthetic purposes. Height restrictions attempt to create uniform development patterns. In the downtown, there are not only height limits (of 5 stories) but also minimums (of two stories). In the proposed development, the applicants are requesting to construct a 4 story building. The existing B-3 Zoning District allows for 35 foot tall buildings which potentially could be a 3 story building.

There is potential that the building could be constructed in this location meeting the existing 35' height requirements, but the expanded footprint of the building would impact the amount of parking available on the site. In order to fit on the site in question the building size would also have to be reduced.

Several boards and commissions have reviewed height requirements in the past. Most recently in 2013 the Zoning Board of Appeals granted a variance to the height limitations in a B-2 Zoning District for the construction of a Fairfield Inn and Suites on 23 north near the hospital. In 2003, the Planning Commission approved a PUD that included two 8 story condo buildings at the location of the Holiday Inn Express.

The submitted site plan shows access from one drive connecting to Bagley Street. There is already an existing access serving the vacant lot in that location. This section of Bagley Street is considered by MDOT to be a minor arterial and should have no issue handling any additional traffic generated by the proposed use.

A service drive connection from the proposed development to the adjoining shopping center to the south would appear to be beneficial as accessing the shopping center from the proposed use would require a left turn across Bagley. Employees and customers from the proposed development could easily access the restaurants and uses adjoining them without utilizing Bagley Street if a service drive was present. In addition, it would not appear to impact any needed parking for the proposed development and would only impact what is shown as future parking. Also, the impacted parking for the existing shopping center would not appear to be heavily utilized at this location.

The Future Land Use Map in the Comprehensive Plan calls out this area as General Business. The proposed use as a credit union headquarters would appear to be consistent with this Plan.

The Site Plan submitted appeared to meet the standards required for a PUD. All standards for the B-3 district would be met with the exception of height and parking stall numbers. There is potential to add additional parking on the south side of the lot, which would appear to meet the requirements, but would not appear to be necessary initially.

The Planning Commission voted to approve the project 5-0 with one abstention at their May 16 meeting. The request was approved with the following conditions:

1. A service drive is designed to connect the new development to the shopping center to the south and constructed if the adjacent property owner allows it.
2. Bicycle parking is added as required by the Zoning Ordinance.
3. Additional landscaping was added to the site due to a lack of landscaping in the parking area.

Staff also recommends approval of the rezone from B-3 to Planned Unit Development (PUD) with the conditions listed and would request that City Council approve the attached Ordinance revision.

ORDINANCE NO. 17-439

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF ALPENA BE AMENDED BY MODIFYING AND REVISING ORDINANCE NO. 148 OF SAID CODE.

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, STATE OF MICHIGAN, AS FOLLOWS:

1. The Zoning Ordinance of the City of Alpena, being Ordinance No. 148 establishing zoning districts, schedule of regulations and zoning map is hereby amended and revised in the following manner: the zoning classification of the following described parcel is hereby changed from B-3 (Commercial District) to PUD (Planned Unit Development):

Part of the Southwest 1/4 of the Southwest 1/4 Section 21 Township 31 North Range 8 East Described as: Commencing at the Southwest Corner of Said Section 21; Then North 01 Degrees 52 Minutes East on the West Line of Said Section 21, 928.94 Feet to the Point of Beginning; Then South 86 Degrees 20 Minutes East 400.15 Feet; Then South 01 Degrees 52 Minutes 30 Seconds West 276 Feet; Then North 86 Degrees 20 Minutes West 400.11 Feet to the West line of Said Section 21; Then North 01 Degrees 52 Minutes East on Said Section Line 276 Feet to the Point of Beginning Subject to a Sanitary Sewer Easement

Commonly known as 1161 North Bagley Street



Memorandum

Date: June 15, 2017

To: Matthew Waligora, City Mayor

Copy: City Council Members
Greg Sundin, City Manager
Karen Hebert, City CTF Director

From: Donald H. Gilmet, City Building Official

Subject: Waterways Grant Request

Through efforts working with the Michigan Ports Collaborative, the City has been approved for the grant from the Michigan DNR Waterways Parks and Recreation Division. The purpose of the grant is to fund an economic impact study that includes tourism in relation to recreational harbors and accessible waterfronts. The end product will be a fillable form such as excel that would show the economic impact on a community due to the waterfront activities. Local communities would be able to plug in their own numbers to help come up with a result that is community specific. The amount of the grant being applied for is \$42,280.00 and requires a 50% local match or \$21,140.00. Included in the grant are fees from Bill Boik, retired DNR employee of \$3480 to write, file and administer the grant. The balance will be used to pay Dr. Vince Magnini for developing the study and forms.

The MPC has already paid for the grant application process through Bill Boik and as this grant will be a benefit to any Michigan Community with a harbor or waterfront, my plan is to reach out across Michigan with the help of the MPC and Alpena Area Chamber of Commerce. I have already spoken with Jackie Krawczak about doing this and she has agreed to help. I have also been in contact with former elected officials, harbor masters and CVB directors throughout the state and all have expressed interest in participating in the study. I expect the City of Alpena will contribute \$1000.00 towards the match, and the balance to come from other participating communities. If for some reason the match cannot be reached, we will simply let the grant expire.

AGREEMENT

Harbor Economics Study

THIS AGREEMENT, made this _____ day of _____, 2017, by and between the CITY OF ALPENA, ALPENA COUNTY, MICHIGAN, a municipal corporation, hereinafter referred to as the "City", and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "Department."

WHEREAS, the City is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels; and

WHEREAS, the City has solicited the aid and assistance of the Department in conducting a harbor economics study; and

WHEREAS, the Department agreed to participate in the cost of a harbor economics study to determine the design and cost estimate for this study.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is agreed as follows:

1. This Agreement shall be administered on behalf of the Department through its Parks and Recreation Division. All reports, documents, or actions required of the City by this Agreement shall be submitted to Parks and Recreation Division, P.O. Box 30257, Lansing, Michigan, 48909.

2. The Department agrees as follows:

a. To grant to the City a sum of money equal to fifty (50) percent of the total cost of a harbor economics study to determine the design and cost of improvements required for the harbor economics study. Said grant shall not in any event exceed Twenty-one Thousand One Hundred Forty dollars (\$21,140.00).

b. The monies herein granted shall be released as reimbursement according to the following:

Acceptance by the City of this Agreement, execution of an agreement between the City and a registered professional engineer as prescribed in paragraph 3b hereof, study completion and written Department approval, and receipt of payment reimbursement request.

c. As a condition precedent to any liability and/or responsibility of the Department under this Agreement, the City shall execute a contract or an agreement with a registered professional engineering firm so licensed by the State of Michigan for the conduct and completion of said harbor economics study, which contract or agreement shall be approved by the Department in writing.

3. The City agrees as follows:

a. To immediately appropriate the sum of Twenty-one Thousand One Hundred Forty dollars (\$21,140.00). This sum represents fifty (50) percent of the total cost of the harbor economics study called for by this Agreement. Any additional funds needed to complete this study, called for in this Agreement, shall be provided by the City.

b. To negotiate and enter into a contractual relationship with a registered professional engineer so licensed by the State of Michigan to provide for the completion of said harbor economics study in accordance with established engineering principles, which contractual relationship shall be subject to the approval of the Department.

c. To authorize no variances from said engineering contract nor any additional expenditures without obtaining prior written approval of the Department for each and every variance or additional expenditure.

d. To use all funds granted by the Department to this Agreement solely for the conduct and completion of the harbor economics study. The City shall maintain satisfactory financial accounts, documents, and records and shall make them available to the Department for auditing at reasonable times. Such accounts, documents, and records shall be retained by the City for a period of not less than three (3) years following completion of the study called for herein.

e. To designate and establish a competent and proper agency and/or individual to be responsible for the conduct and the completion of the said harbor economics study.

f. To hold and save the State of Michigan and the Department free from damages or any suits brought against the City due to the conduct of the study.

g. To certify to the best of its knowledge and belief that the City and any principal, agent, contractor, and subcontractor of the City:

(1) are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

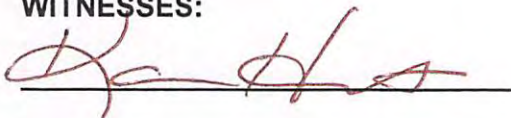
(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

4. It is expressly understood and agreed by and between the parties hereto that neither this Agreement, nor any section, paragraph, condition, clause, provision, or like portion hereof, shall in any way be construed so as to impose any obligation of any nature whatsoever, financial or otherwise, upon either the

Department or the City as regards the construction of facilities which shall be considered in said harbor economics study.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and date first above written.

WITNESSES:



CITY OF ALPENA

By: _____

Matthew Waligora

Mayor

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

**Ronald A. Olson, Chief
Parks and Recreation Division**

RESOLUTION

2017 - 06

Upon Motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the City of Alpena, Alpena County, Michigan does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and the City does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate the sum of Twenty-one Thousand One Hundred Forty dollars (\$21,140.00), to match the grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records and to make them available to the Department for auditing at reasonable times.

3. To negotiate and enter into a contractual relationship with a registered professional engineer so licensed by the State of Michigan to provide for the completion of said harbor economics study in accordance with established engineering principles, which contractual relationship shall be subject to the approval of the Department.

4. To comply with any and all terms of the said Agreement, including all terms not specifically set forth in the foregoing portions of the Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) §
COUNTY OF **ALPENA**)

I, **Karen Hebert**, Clerk of the City of Alpena, Alpena County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the City Council at a meeting held _____, 2017.

City Clerk

Dated: _____