

**The Election Commission Will Meet at 5:45 p.m. Before the Regular Council Meeting.**

**ALPENA CITY COUNCIL MEETING**

**July 01, 2019 – 6:00 p.m.**

**AGENDA**

1. Call to Order.
2. Pledge of Allegiance.
3. Modifications to the Agenda.
4. Approve Minutes –Regular and Closed Sessions of June 17, 2019.
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 \$580,451.12.
  - B. Noise Variance Until Midnight on August 17, 2019, for Chief's Bar & Grill Located at 626 N. Second Avenue.
  - C. Noise Variance Until Midnight on July 13, 2019, for Joe's Bar Located at 1300 Ford Avenue.
  - D. Rally to Save the Children in Detention Centers by the People for Social Justice on July 12, 2019.
7. Presentations.

Presentation by Mary Eagan of the Huron Humane Society on City Agreement Compliance Issues.
8. Announcements.
9. Mayoral Proclamation.
10. Public Hearing.
11. Report of Officers.

Service and Project Agreements and Budget Amendment.
12. Communications and Petitions.
13. Unfinished Business.
  - A. Rezone Property Located at 124 & 128 S. First Avenue from OS-1 Office Service District to R-2 One-Family Residence District, Second Reading of Ordinance 19-446.
  - B. Syringe Service Program.

14. New Business.
  - A. 2019 Resurfacing Project Bid.
  - B. Huron Pines – Source Water Intake Protection Plan.
15. Adjourn to Closed Session to Discuss Water & Sewer Litigation.
16. Return to Open Session.
17. Adjourn.

Greg E. Sundin  
City Manager

## **COUNCIL PROCEEDINGS**

**June 17, 2019**

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, Mayor Pro Tem Johnson, Councilmembers Nielsen and Hess.

Absent: Nowak.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **MINUTES**

The minutes of the open and closed session of the June 3, 2019 meeting, and the special meeting of June 6, 2019 were approved as printed.

### **CONSENT AGENDA**

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

1. Bills Allowed – in the Amount of \$382,291.96 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
2. Noise Variances and Alley Closures Until Midnight on July 4, July 20, August 3, and August 17, 2019 for Events Organized by The Fresh Palate.
3. Budget Amendment Request to Increase the Ambulance Billing Expenditure by \$17,000.

Carried by unanimous vote.

### **THE LONGEST TABLE**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nielsen, to approve use of the bridge in front of the Great Lakes Maritime Heritage Center for The Longest Table event on Sunday, August 25, 2019 from 3:00 p.m. – 5:00 p.m.

Carried by unanimous vote.

### **RESOLUTION 2019-10**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nielsen, to adopt Resolution 2019-10, a resolution which approves the Brownfield Plan for the City of Alpena – City Hall.

Carried by unanimous vote.

### **RESOLUTION 2019-11**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nielsen, to adopt

Resolution 2019-11, a resolution which approves the Brownfield Plan for Target Alpena.

Carried by unanimous vote.

#### **ORDINANCE 19-445**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nielsen, to approve Ordinance 19-445, an ordinance which outlines the dates and times fireworks are allowed within the City of Alpena.

Carried by unanimous vote.

#### **DOWNTOWN BICYCLE STRUCTURES**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Hess, to allow the Downtown Development Authority (DDA) to install two bike racks with shelters.

Carried by unanimous vote.

#### **CITY HALL SECURITY EQUIPMENT**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Hess, to award the contract for security equipment and installation in the amount of \$31,190 to American Widget Company.

Carried by unanimous vote.

#### **NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Hess, to approve a Neighborhood Enterprise Zone Certificate for a Single-Family Residence to be constructed at 111 East Dunbar Street.

Carried by unanimous vote.

#### **RESOLUTION 2019-13**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Hess, to adopt Resolution 2019-13, a resolution which sets the date of July 15, 2019 for the Hearing of Necessity for Special Assessment Project No. 124.

Carried by unanimous vote.

#### **RECESS**

The Municipal Council recessed at 7:26 p.m.

#### **RECONVENE - CLOSED SESSION**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Hess, that the Municipal Council adjourn to closed session at 7:36 p.m. to discuss labor negotiations.

Carried by unanimous vote.

**RECONVENE – OPEN SESSION**

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Nielsen, the Municipal Council reconvened in open session at 8:03 p.m.

Carried by unanimous vote.

**FIREFIGHTER/EMS CONTRACT**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nielsen, to ratify the contract with Local 623 of the International Association of Firefighters for a three-year contract commencing July 1, 2019.

Carried by unanimous vote.

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Nielsen, the Municipal Council adjourned at 8:04 p.m.

MATT WALIGORA  
MAYOR

ATTEST:

Anna Soik  
City Clerk

## INVOICE REGISTER

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EXP CHECK RUN DATES 07/02/2019 - 07/02/2019

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4.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9089459577	SUPPLIES - EMS DISP	37.88
AIRGAS USA LLC	9089610052	SUPPLIES - EMS DISP	32.40
AIRGAS USA LLC	9089660320	SUPPLIES - EMS DISP	34.68
ASCAP	100005272191	COPYRIGHT LICENSE FEE	361.89
AWC	787	SECURITY SYSTEM UPGRADE - CITY HALL	11,190.00
BERG ASSESSING & CONSULTING INC	062619	ASSESSING CONTRACTED SVCS 07/19	6,250.00
CHARTER COMMUNICATIONS	5434 07/19	FAX LINE - PUBLIC SAFETY	39.99
CLIFF ANSCHUETZ CHEVROLET	CVW223210	VEH MAINT - ECHO 7	38.72
DEAN ARBOUR FORD LINCOLN MERCURY	27656	VEH MAINT - EMS	288.17
DEAN ARBOUR FORD LINCOLN MERCURY	27685	VEH MAINT - EMS	1,310.68
DEAN ARBOUR FORD LINCOLN MERCURY	27783	VEH MAINT - EMS	64.42
DEAN ARBOUR FORD LINCOLN MERCURY	CM27685	VEH MAINT - EMS	(200.00)
DUSTIN PHILLIPS	061819	MAINT - CH/PKS	6,280.00
GBS GOVERNMENTAL BUSINESS SYSTEMS	19-36307	SUPPLIES - ELECTION	495.70
HURON ENGINEERING AND SURVEYING INC	3095	DENSITY TESTING - GENSCHAW	532.50
HURON ENGINEERING AND SURVEYING INC	3094	SURVEY SERVICES - SEW/WATER	407.50
JAIME WILLIAMS	062719	STARLITE RENT REFUND	50.00
KAY PARK-REC CORP	186054	SUPPLIES - PARKS	1,114.16
L & S TRANSIT MIX CO	254023	SUPPLIES - PUBLIC WORKS	188.00
L & S TRANSIT MIX CO	57844	SUPPLIES - PUBLIC WORKS	19.00
L & S TRANSIT MIX CO	254133	MAINT - SEWER	252.00
L & S TRANSIT MIX CO	57907	SUPPLIES - CEMETERY	48.20
L & S TRANSIT MIX CO	254241	MAINT - LOC ST	114.00
L & S TRANSIT MIX CO	57974	MAINT - SEWER	42.00
LARRY SANDERSON	626042	BIKE RACK DISTRIBUTION - DDA	160.00
LEFAVE PHARMACY INC	061419	SUPPLIES - EMS DISP	69.76
LINCOLN OUTDOOR CENTER INC	30530	SUPPLIES - PARKS	671.84
MICHIGAN ASSOCIATION OF PLANNING	60379	2019-20 MEMBERSHIP DUES	675.00
MICHIGAN MUNICIPAL LEAGUE	050118	2019-20 MEMBERSHIP DUES	6,278.00
MICHIGAN PIPE & VALVE	T000760	MAINT - SEWER	58.00
MICHIGAN PIPE & VALVE	T001449	MAINT - WATER	89.00
MID MICHIGAN MEDICAL CENTER-ALPENA	400	SUPPLIES - EMS DISP	485.00
MML WORKERS COMP FUND	7294205	WORKERS COMP PREMIUM - DDA	1,214.00
MUNICIPAL CODE CORPORATION	329599	YEARLY ADMINISTRATIVE SUPPORT FEE	350.00
PARK FAMILY FOUNDATION	060619	19-20 CONTRIBUTION	20,000.00
PRIORITY ONE EMERGENCY	70054636	UNIFORM JACKETS - FIRE/EMS	1,000.00
RICHARD O SULLENGER	061719	TRAVEL EXPENSE - ENGR	269.12
THE ALPENA NEWS	0102ALP2010 07/19	SUBSCRIPTION - DDA	239.20
ZONTA CLUB OF ALPENA	061719	2019-20 MEMBERSHIP DUES - DDA	264.00

**Total: 60,814.81**

FISCAL YEAR END BILLS PAID ON 6/28/19 (DETAIL ATTACHED)

519,636.31

TOTAL FOR 07/01/19 COUNCIL MEETING

580,451.12

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EXP CHECK RUN DATES 06/28/2019 - 06/28/2019

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ADRIAN ROCHELLE	062719	BLUES FESTIVAL - DDA FAMILY ZONE	50.00
ADVANCED ENGINEERING AND	63534	WATER RATE NEGOTIATIONS	706.50
AIRGAS USA LLC	9089660669	VEH MAINT - DPW	105.00
ALL-PHASE ELECTRIC	1026-594199	SUPPLIES - BOAT HARBOR	162.00
ALPENA AREA CHAMBER OF COMM	18285	GMDA TICKETS	50.00
ALPENA MARKETPLACE PRODUCTIONS	100 05/19	TAPING FEES - COUNCIL MTG	450.00
ALPENA MARKETPLACE PRODUCTIONS	100 06/19	TAPING FEES - COUNCIL MTG	450.00
ALPENA POWER COMPANY	063019	ELECTRIC	7,328.03
ALPENA POWER COMPANY	062819A	ELECTRIC	4,296.29
ALPENA TOWNSHIP	052419	REIMB GARAGE NATURAL GAS - AMB	36.74
ALPENA TRIM LLC	061019	2019 LIBERTY TRAILERS - EQUIP	6,100.00
ALPENA TRIM LLC	061219	VEH MAINT - DPW	408.00
AMAZON CAPITAL SERVICES INC	1PLY-N9PT-T49J	SUPPLIES - ENGR/IT	168.16
ANNE GENTRY	062719	MARKETING PHOTO SHOOT - DDA	57.57
ATLAS OUTFITTERS	13761	SUPPLIES - HAZMAT	995.00
BEDROCK CONTRACTING &	CONC 2018-04A	2018 CITY CONCR PROG	3,031.01
BEDROCK CONTRACTING &	CONC 2019-02	2019 CITY CONCR PROG	1,328.07
BIO-ONE INC	47560	SUPPLIES - FIRE	354.00
BOUND TREE MEDICAL LLC	83245183	BLADE KITS/ADAPTERS - AMB	6,304.95
BRETT MILLER	100218	TRAVEL EXPENSE - AMB	211.47
BRETT MILLER	021119	TRAVEL EXPENSE - AMB	211.50
BRETT MILLER	052419	TRAVEL EXPENSE - AMB	66.92
BUILDING EXPRESS	37086	MAINT - PARKS	175.00
BUILDING EXPRESS	37100	MAINT - SANCTUARY	280.00
CALEB BORCHARD	061819	TRAVEL EXPENSE - AMB	321.09
CAPRICE GREEN	062719	BLUES FESTIVAL - DDA FAMILY ZONE	50.00
CHEBOYGAN CEMENT PRODUCTS INC	65732	MAINT - CEMETERY	5.00
CHRISTOPHER MORRISON	062019	TRAVEL EXPENSE - AMB	99.84
CITY TREASURER	062819	PETTY CASH - CITY HALL	278.45
CMP DISTRIBUTORS INC	59470	RIFLE OPTIC - POLICE	5,586.00
CMP DISTRIBUTORS INC	59524	GUN MOUNT LIGHTS - POLICE	1,308.00
CMP DISTRIBUTORS INC	59660	UNIFORMS - POLICE	277.65
CUMMINS SALES AND SERVICE	S4-3162	VEH MAINT - FIRE EQ	4,800.00
DEAN ARBOUR FORD LINCOLN MERCURY	27679	VEH MAINT - FIRE EQ	860.50
DEAN ARBOUR FORD LINCOLN MERCURY	27760	VEH MAINT - POLICE	69.94
DEAN ARBOUR FORD LINCOLN MERCURY	27766	VEH MAINT - POLICE	4.60
DIGITAL HIGHWAY INC	EXECUIN30189	ANTENNAS - IT	8,909.05
DONS TRACTOR & EQUIPMENT SALES	49075	VEH MAINT - DPW	244.50
DOUGLAS KEOGH	061519	TRAVEL EXPENSE - AMB	156.73
DOUGLAS ROZNOWSKI	061319	SAFETY SHOE/WORK APPAREL ALLOW - EQ	350.00
DTE ENERGY	062819	GAS	2,953.14
EAGLE ENGINEERING & SUPPLY CO	50485	MAINT - LIGHTS	215.76
EAGLE SUPPLY CO	111370	SUPPLIES - PARKS	79.00
ETHAN WEBSTER	061719	UNIFORMS - POLICE	92.00
FAMILY ENTERPRISE EMBROIDERY	62601	UNIFORMS - FIRE/AMB	25.00
FAMILY ENTERPRISE EMBROIDERY	62649	BLUES FESTIVAL BUBBLES	199.89
FASTENAL COMPANY	MIALP167093	VEH MAINT - DPW	50.67
FASTENAL COMPANY	MIALP167155	VEH MAINT - DPW	478.40
FASTENAL COMPANY	MIALP167487	SUPPLIES - PKS	19.59
FBI - NAA MICHIGAN CHAPTER	061919	SEMINAR REG - POLICE	995.00
FRESE HYDRAULICS & EQUIP REPAIR	35253	VEH MAINT - DPW	17.21
FRONTIER	2793 06/19	TELEPHONE - POL/FIRE/AMB	107.09
GALLS LLC	012916016	UNIFORMS - FIRE/AMB	167.97
GARANTS OFFICE SUPPLIES & PRINTING	68493	BLUES FESTIVAL BANNERS	50.00
GLITZ & GLAMOUR BRIDAL & GIFTS	113611	UNIFORMS - FIRE/AMB	10.00
GLITZ & GLAMOUR BRIDAL & GIFTS	113612	UNIFORMS - FIRE/AMB	5.00
GLITZ & GLAMOUR BRIDAL & GIFTS	113613	UNIFORMS - FIRE/AMB	10.00
GOODRICH PAVING	HMA 2018-06A	HMA PATCHING 2018	3,410.18
GOODRICH PAVING	HMA 2019-02	HMA PATCHING 2019	8,775.00
HURON ENGINEERING AND SURVEYING INC	3096	CONSTRUCTION ENGR SVCS - MILLER ST	1,286.25
IDEAL PAINTING	1497	INTERIOR PAINTING - CITY HALL	2,250.00
INK AND TONER ALTERNATIVE	18-7034	SUPPLIES - IT	221.94
JARED GARNER	062719	BLUES FESTIVAL - FAMILY ZONE	50.00
JASON ROUSE	041019	TRAVEL EXPENSE - AMB	189.75
JASON ROUSE	052619	TRAVEL EXPENSE - AMB	62.74
JOEL W JETT	062819	PETTY CASH - PUBLIC SAFETY	698.03
KUSTOM SIGNALS INC	354813	RADAR UNIT - POLICE	1,085.00
LORRAINE LEATHEAD	AP18-3765C	AMBULANCE REFUND	6.71
LUCAS MOQUIN	062719	BLUES FESTIVAL - DDA FAMILY ZONE	50.00
MACARTHUR CONSTRUCTION INC	US23 2018-05	US23 N - NEW STREET CONSTRUCTION	106,666.79
MACARTHUR CONSTRUCTION INC	CIP1 2019-02	WATER MAINS/MAJ ST - PARK PL/SECOND A'	110,452.41
MACOMB COMMUNITY COLLEGE	006028760	TRAINING REGISTRATION - FIRE	1,620.00

# INVOICE REGISTER

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EXP CHECK RUN DATES 06/28/2019 - 06/28/2019

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
MASTERS & LALONDE SHOES	46862	UNIFORMS - FIRE/AMB	76.07
MASTERS & LALONDE SHOES	46943	UNIFORMS - FIRE/AMB	92.00
MASTERS & LALONDE SHOES	46942	UNIFORMS - FIRE/AMB	59.72
MASTERS & LALONDE SHOES	46944	UNIFORMS - FIRE/AMB	92.00
MASTERS & LALONDE SHOES	46966	UNIFORMS - POLICE	188.00
MASTERS & LALONDE SHOES	47004	UNIFORMS - FIRE/AMB	44.00
MASTERS & LALONDE SHOES	47005	UNIFORMS - FIRE/AMB	96.00
MASTERS & LALONDE SHOES	47029	UNIFORMS - FIRE/AMB	126.00
MICHAEL TOROK	062319	TRAVEL EXPENSE - AMB	61.06
MICHIGAN CAT	SD9933310	ENGINE REPL - EQUIP	23,514.61
MICHIGAN PIPE & VALVE	T001178	VALVES - WATER	1,030.00
MILLER OFFICE MACHINES	AR7303	SUPPLIES - IT	496.00
NYE UNIFORM COMPANY	703531	UNIFORMS - POLICE	2,063.00
OFFICE DEPOT	312604739001	SUPPLIES - POLICE	15.00
OFFICE DEPOT	315580383001	SUPPLIES - POLICE	73.36
OFFICE DEPOT	318866148001	SUPPLIES - FIRE	48.50
PHILIP CURLEY	061019	TRAVEL EXPENSE - AMB	40.32
PITNEY BOWES INC	1013154641	POSTAGE METER RENT 04-06/19	176.97
PK SAFETY SUPPLY	387195	SUPPLIES - AMB	490.00
PRATTSCAPE LLC	TREES 2019-04	TREE PLANTING - LOC ST/PKS	1,080.00
PRATTSCAPE LLC	TREES 2019-04A	TREE PLANTING - LOC ST	1,950.00
PRIORITY ONE EMERGENCY	70054378	UNIFORMS - FIRE/AMB	59.99
PRIORITY ONE EMERGENCY	70054379	UNIFORMS - FIRE/AMB	119.98
PRIORITY ONE EMERGENCY	70054569	UNIFORMS - FIRE/AMB	68.99
PRIORITY ONE EMERGENCY	70054570	UNIFORMS - FIRE/AMB	68.99
PRIORITY ONE EMERGENCY	70054630	UNIFORMS - FIRE/AMB	59.99
PRIORITY ONE EMERGENCY	70054019	UNIFORMS - FIRE/AMB	119.98
PVS NOLWOOD CHEMICALS INC	640529	SODIUM HYPOCHLORITE - SEWER	3,990.86
R & R FIRE TRUCK REPAIR	55111	VEH MAINT - FIRE EQ	94.82
R & R FIRE TRUCK REPAIR	55137	VEH MAINT - FIRE EQ	530.42
RYAN BROS INC	1909	MAJ ST/WATER MAINS - SECOND AVE	4,828.00
RYAN WRIGHT	062319	TRAVEL EXPENSE - AMB	22.45
STATE OF MICHIGAN	2019-041002	LIFE SUPPORT AGENCY LICENSE FEE	350.00
STRALEY LAMP & KRAENZLEIN PC	30043	MONTHLY FEE 04-05/19	6,535.00
SUEZ WATER ENVIRONMENTAL SERVICES	201937147	CONT OPERATIONS 06/19	137,922.75
SUEZ WATER ENVIRONMENTAL SERVICES	20190630	CONT OPERATIONS 06/19	30,221.41
SUPERIOR FABRICATING INC	15180	MAINT - FIRE	162.00
TERRY GOUGEON	061419	TRAINING REIMB - SANCTUARY	75.00
TIM SLOSSER	061019	TRAVEL EXPENSE - AMB	51.28
TRACTOR SUPPLY CREDIT PLAN	48609	FENCING - SANCTUARY	624.96
TYLER SUSZEK	061119	TRAVEL EXPENSE - AMB	62.86
VERIZON WIRELESS	9831808090	TELEPHONE	1,032.44
VERIZON WIRELESS	9831808089	TELEPHONE	330.23
WITMER PUBLIC SAFETY GROUP	E1853652	SUPPLIES - FIRE	1,330.33
WITMER PUBLIC SAFETY GROUP	E1820646.001	UNIFORMS - FIRE/AMB	74.59
YOUNG APPLIANCE CO	165012	MAINT - FIRE	138.30

**Total: 519,636.31**





# Memorandum

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Date: June 26, 2019

To: Alpena City Municipal Council

Copy: Greg Sundin, City Manager

From: Joel W. Jett, Chief of Police

Subject: Request for Street Closure and Noise Variance – Chief's Bar and Grill

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Denny Mayo, the proprietor of Chief's Bar and Grill, is once again requesting the closure of Lake Street between Second Avenue and Ford Street for a charity event scheduled for August 17, 2019. He is further asking for a noise variance until 12:00 a.m. The event is purportedly to raise funds for the Alpena Boys and Girls Club.

Mr. Mayo advised he has spoken with the neighboring residents and there are reportedly no objections. Furthermore, the establishment will erect and remove the barricades for the street closure.

Council has previously granted the requests for this and other related events.

Disclosure: I wish to inform Council that I am also a board member for the Alpena Boys and Girls Club.



June 20, 2019

To whom it may concern:

I am requesting a noise ordinance variation for July 13, 2019 for Joe's Bar,  
1300 Ford Ave. Alpena, Mich. 49707

I am having a band and I would like them to play outside from 9:00 p.m.  
thru ~~1:00~~ a.m. on the 14<sup>th</sup> in the enclosed patio in the back of the bar.

12:00

Thank You for your consideration in this matter.

Denise M. French

*Denise M. French*

Owner

Joe's bar

Contact Information: 989-356-2201 or 989-255-6432


**APPROVED**  
**DATE** 6/26/19  
**BY** Anna Soik  
*AS*

# Memorandum



Date: June 25, 2019

To: Mayor Matthew J. Waligora  
Alpena City Council

From: Greg Sundin, City Manager 

RE: Services Agreements for Target Alpena Development Corp. and the Huron Humane Society; Project Agreement for Thunder Bay Arts Council

It has become standard practice for the City to enter into individual Services Agreements with organizations Council has directly budgeted funding to. For the 2019-20 fiscal year funding has been allocated to Target Alpena Development Corporation and the Huron Humane Society Inc. (HHS). Substantive changes are listed below:

Target Agreement: In the Scope of Services the first bullet point has been expanded to include the redevelopment of the John Henry Antique Mall and the securing of a tenant for the former Ripley Street Station property as priority efforts.

HHS Agreement: Initially the budget had included \$5,000 for Northern Lights Arena and \$17,000 for HHS. Once it was determined that funding to Northern Lights did not comply with the Attorney General's guidance on governmental donations to non-profits, that funding was eliminated from the budget. It was my intent to utilize \$3,000 of the deleted amount to increase HHS's funding to \$20,000. Due to a miscommunication during the budget process and my mistake in first assuming the change had been done and second in not checking the budget to see that the increased amount was actually there, it was inadvertently left out. To make matters worse my budget letter specifically stated that the funding level for HHS had been increased by \$3,000. It is still staff's recommendation that the HHS funding be at the \$20,000 level for FY 2019-20. Consequently, if Council concurs, the attached budget amendment will need to be approved increasing the HHS funding to \$20,000, with the additional monies coming from Fund Balance. No other significant changes were made in the Agreement.

Additionally, attached is a Project Agreement with the Thunder Bay Arts Council (TBAC) for the \$5,000 in funding included in the current budget. It is the same as last years.

None of the Agreements have been approved by the appropriate Boards; however, we do not foresee any problem with that occurring in a timely fashion. Consequently, staff requests that all three Agreements be approved along with the budget amendment for HHS. Once approved by all parties, the first quarterly payments will be made following the second Council meeting in July.

## **Services Agreement**

between

**The City of Alpena and Target Alpena Development Corporation**

This Agreement dated the 9<sup>th</sup> day of July, 2019, 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 2019-20 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, 2019 and expire on June 30, 2020.

### **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: \_\_\_\_\_  
Anna Soik, City Clerk

WITNESSES:

TARGET ALPENA DEVELOPMENT CORPORATION, a Michigan Non-Profit Corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Chad Esch, 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:

- 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, the development of a second new hotel in the City, the redevelopment of the former John Henry's Antique Mall, and securing a tenant for the former Ripley street Station property.
- 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 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 \_\_\_\_ day of July, 2019, 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 3510 Woodward Avenue, 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 2019-20 fiscal year in the amount of \$20,000 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, 2019 and expire on June 30, 2020.

### **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 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 31 (Semi-annual) and July 31 (Combined Semi-Annual and Annual). Semi-annual reports shall cover the following periods:

- July-December
- January-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 the 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 (\$5,000). 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: \_\_\_\_\_  
Anna Soik, City Clerk

WITNESSES:

HURON HUMANE SOCIETY, a Michigan Non-Profit Corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Cindy Johnson, 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 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. The 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 Semi-annual Report.
- Provide the Humane Society's priority projects or activities for the current calendar year with the January Semi-annual Report.



# BUDGET AMENDMENT REQUEST

FY19/20

FUND: 101 General Fund  
 DEPARTMENT: 170 City Hall/Gen Govt.  
 PROJECT: \_\_\_\_\_

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-170-800.001	Cont - Humane Society	\$17,000	\$3,000	\$20,000

## Justification for Budget Amendment

Due to a misunderstanding, the budget for the Huron Humane Society should have been put in the budget for \$20,000.

## 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.

NA

Department Head	Date
<i>Anna Soik</i>	<i>6/26/19</i>
Clerk/Treasurer	Date
<i>Greg E. Surdin</i>	<i>6/26/19</i>
City Manager	Date
City Council	Date

## **Project Agreement**

between

The City of Alpena and Thunder Bay Arts Council, Inc.

This Agreement dated the \_\_\_\_ day of July, 2019, 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 Thunder Bay Arts Council, Inc. a Michigan Non-Profit Corporation, whose address is 127 W. Chisholm Street, Alpena, MI 49707 (hereinafter called "TBAC") 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 2019-20 fiscal year in the amount of \$5,000 to TBAC to fund sculpture(s) to be placed at locations to be mutually approved by the City and TBAC.
- B. Subsequent funding by the City will be dependent on TBAC's performance in implementing this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- C. TBAC, in return for the funding provided by the City, agrees to complete the sculpture project(s) in accordance with this Agreement.
- D. The funding appropriations from the City to TBAC 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, 2019 and expire on June 30, 2020.

### **III. CONTRACTUAL ACTIVITIES**

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

### **IV. MONITORING REPORTS**

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

**V. PAYMENT SCHEDULE & FAILURE TO PERFORM**

- A. Payment shall be made upon submission by TBAC of a funding request for an approved sculpture installation at an agreed upon location.
- 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 impact area 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 TBAC of the specific issues. Within fifteen (15) days of receipt of the notice TBAC 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 TBAC within the initial fifteen (15) day period the City may withhold funding from any subsequent submittals by TBAC 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, TBAC shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. TBAC 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**

TBAC 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 TBAC 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**

TBAC 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. TBAC 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, TBAC shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by TBAC, 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 TBAC, within a period of time specified by the City, the return of any Agreement funds used for such disallowed costs, and TBAC agrees to comply with such demand.

### **E. Bonding**

TBAC shall assure that any officer, director, agent or employee of TBAC 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: \_\_\_\_\_  
Anna Soik, City Clerk

WITNESSES:

THUNDER BAY ARTS COUNCIL, INC.,  
a Michigan Non-Profit Corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Monte Jahnke, TBAC Board President

# Memorandum



Date: June 12, 2019

To: Mayor Matt Waligora and City Council

Copy: Greg Sundin, City Manager

From: Adam Poll, Planning and Development Director

Subject: PC 19-Z-01- Rezone 128 and 124 S First Avenue from OS-1 to R-2

**RE: P.C. Case No. 19-Z-01.** Margie Haaxma, 259 S Ripley Blvd, Alpena MI 49707, has requested to rezone the property located at 128 S First Avenue from OS-1 Office Service District to an R-2 One-Family Residential District. The Planning Commission also considered rezoning the property at 124 S First Avenue from OS-1 Office Service District to R-2 One-Family Residence District.

**Background:** The property at 128 S First has been utilized for a dentist office and residence and in 2010 the property and the adjacent single-family home at 124 N First Avenue were zoned as OS-1. The property at 128 N First Ave is being converted to a single-family home and the dentist office is being removed. The house is for sale and the owner has requested a rezone from OS-1 to R-2.

**Zoning and Planning Issues:** As both houses are being utilized for single family use and are adjacent to a large R-2 district, there would not appear to be any negative impact to zoning both properties R-2.

The future Land Use Map does show these properties located within the Central Business District, but at the very edge of the district.

As both properties will be utilized for single family use, and the properties a located adjacent to a large R-2 district the request would not appear to have a negative impact on the neighborhood.

At their June 11, 2019 meeting Planning Commission recommended approval of the rezone request 7-0. Staff would request that City Council approve the attached Ordinance.



**ORDINANCE NO. 19-446**

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. 392 OF SAID CODE.

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

The Zoning Ordinance of the City of Alpena, being Ordinance No. 392 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 parcels are hereby changed from OS-1 (Office Service District) to R-2 (One-Family Residential):

**Legal Description:** 128 S. FIRST AVE. LOT 1, LESS THE NELY 4 FT, BLK 7 HITCHCOCKS 1ST ADD TO THE VILL NOW CITY AND 124 S. FIRST AVE. LOT E & NELY 4 FT OF LOT 1 BLK 7 HITCHCOCKS 1ST ADD TO THE VILL NOW CITY

These parcels include the properties at 128 and 124 S First Avenue.

**EFFECTIVE DATE**

THE PROVISIONS OF THIS ORDINANCE SHALL TAKE EFFECT TEN (10) DAYS AFTER BEING ADOPTED BY THE MUNICIPAL COUNCIL AND DULY PUBLISHED.

I HEREBY CERTIFY THAT THE ABOVE ORDINANCE WAS ADOPTED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, MICHIGAN, AT A REGULAR MEETING HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
MATTHEW J. WALIGORA  
Mayor

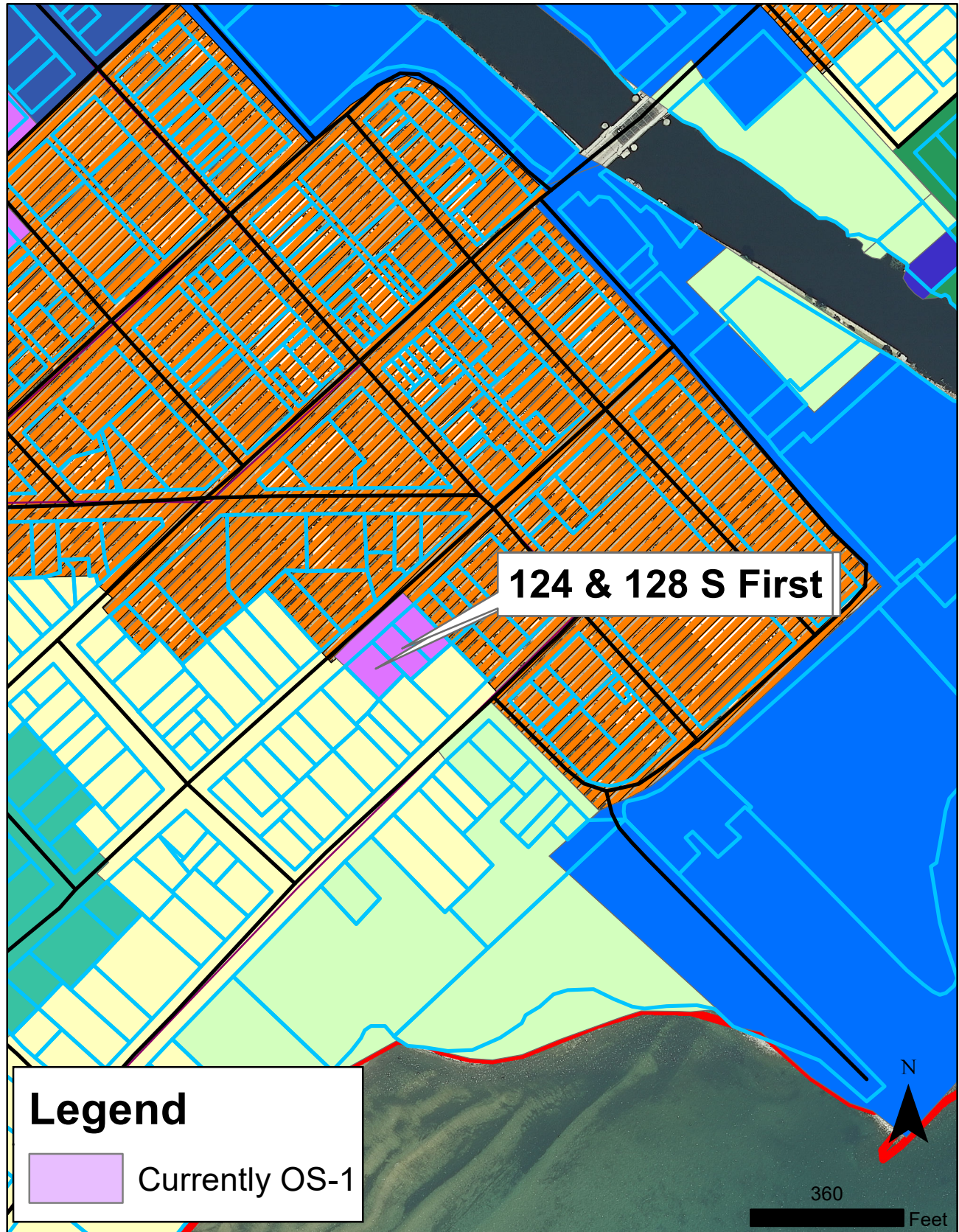
\_\_\_\_\_  
ANNA SOIK  
City Clerk/Treasurer/Finance Director

First Presented: June 17, 2019  
Adopted:  
Published: \_\_\_\_\_

William A. Pfeifer, City Attorney



# Properties to rezoned from OS-1 to R-2






**PC Case No. 19-Z-01**





# Memorandum

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Date: June 26, 2019  
To: Anna Soik, City Clerk/Treasurer/Finance Director  
Copy: Greg Sundin, City Manager  
From: Rich Sullenger, City Engineer   
Subject: 2019 Resurfacing Project

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On June 25, 2019, the City received and opened bids for the 2019 Resurfacing Project, which includes, but is not limited to, Cold Milling and HMA Surfacing. Bids were sent to ten (10) firms as well as posted on the City's website with one bid received as follows:

	As Read
Everett Goodrich Trucking, Inc.	\$142,306.00

The City currently has \$165,000 budgeted for this project which includes resurfacing of First Avenue, from Chisholm Street to Richardson Street.

Based on review of Goodrich's bid, and the as bid price calculation below the engineer's estimate for the project, it is my recommendation, as City Engineer, to award the 2019 Resurfacing Project to Goodrich Trucking for the as bid unit prices totaling \$142,306.

Attachments

# City of Alpena

Bid Name: 2019 Resurfacing Project Bid Open Date: 06/25/19 @ 2:00 p.m.

Bidder	Addendum	Bid Security	Base Bid	Remarks
Goodrich Paving Alpena	N/A	✓	\$ 142,306 -	N/A

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

B dder E ere G dr Tru n , In

L ne	P l e	De r n	Qu n	Un	B d Pr e	T
0001	1500001	Mobilization, Max	1	LSUM	\$1,000.000	\$1,000.00
0002	4030005	Dr Structure Cover, Adj, Case 1	14	Ea	\$1,000.000	\$14,000.00
0003	5010001	Pavt, Cleaning	1	LSUM	\$500.000	\$500.00
0004	5010002	Cold Milling HMA Surface	7,850	Syd	\$3.500	\$27,475.00
0005	5017031	HMA, 13A, Modified	1,200	Ton	\$77.000	\$92,400.00
0006	8110125	Pavt Mrkg, Regular Dry, 4 inch, White	90	Ft	\$1.750	\$157.50
0007	8110126	Pavt Mrkg, Regular Dry, 4 inch, Yellow	800	Ft	\$1.750	\$1,400.00
0008	8117001	Pavt Mrkg, Regular Dry, 24 inch, Stop Bar	13.5	Ft	\$11.000	\$148.50
0009	8117001	Pavt Mrkg, Regular Dry, 6 inch, Cross Walk	100	Ft	\$2.750	\$275.00
0010	8117050	Pavt Mrkg, Regular Dry, Lt Turn Arrow Sym	1	Ea	\$175.000	\$175.00
0011	8117050	Pavt Mrkg, Regular Dry, Thru and Rt Turn Arrow Sym	1	Ea	\$175.000	\$175.00
0012	8127051	Traffic Control	1	LSUM	\$1,000.000	\$1,000.00
0013	8230431	Gate Box, Adj, Case 1	4	Ea	\$900.000	\$3,600.00
					<b>B d T</b>	<b>142,30 00</b>



Line Description	Item Code	Quantity	Unit	(0) ENGINEER'S ESTIMATE		(1) Everett Goodrich Trucking, Inc.		Total
				Bid Price	Total	Bid Price	Total	
0001	1500001 Mobilization, Max	1	LSUM	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$0.00
0002	4030005 Dr Structure Cover, Adj, Case 1	14	Ea	\$1,000.00	\$14,000.00	\$1,000.00	\$14,000.00	\$0.00
0003	5010001 Pavt, Cleaning	1	LSUM	\$10,000.00	\$10,000.00	\$500.00	\$500.00	\$0.00
0004	5010002 Cold Milling HMA Surface	7,850	Syd	\$3.00	\$23,550.00	\$3.50	\$27,475.00	\$0.00
0005	5017031 HMA, 13A, Modified	1,200	Ton	\$85.00	\$102,000.00	\$77.00	\$92,400.00	\$0.00
0006	8110125 Pavt Mrkg, Regular Dry, 4 inch, White	90	Ft	\$1.50	\$135.00	\$1.75	\$157.50	\$0.00
0007	8110126 Pavt Mrkg, Regular Dry, 4 inch, Yellow	800	Ft	\$1.50	\$1,200.00	\$1.75	\$1,400.00	\$0.00
0008	8117001 Pavt Mrkg, Regular Dry, 24 inch, Stop Bar	13.5	Ft	\$15.00	\$202.50	\$11.00	\$148.50	\$0.00
0009	8117001 Pavt Mrkg, Regular Dry, 6 inch, Cross Walk	100	Ft	\$15.00	\$1,500.00	\$2.75	\$275.00	\$0.00
0010	8117050 Pavt Mrkg, Regular Dry, Lt Turn Arrow Sym	1	Ea	\$500.00	\$500.00	\$175.00	\$175.00	\$0.00
0011	8117050 Pavt Mrkg, Regular Dry, Thru and Rt Turn Arrow Sym	1	Ea	\$500.00	\$500.00	\$175.00	\$175.00	\$0.00
0012	8127051 Traffic Control	1	LSUM	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$0.00
0013	8230431 Gate Box, Adj, Case 1	4	Ea	\$800.00	\$3,200.00	\$900.00	\$3,600.00	\$0.00
<b>B d T</b>				<b>171,775.00</b>		<b>142,300.00</b>		

Bids Due: June 25, 2019  
Time: 2:00 p.m.

**BID LIST**  
**2019 Resurfacing Project**

1. MacArthur Construction  
1835 Gamage Road  
Hillman, MI 49746  
(989) 379-4024  
[adrianmacarthur@hotmail.com](mailto:adrianmacarthur@hotmail.com)
2. Everett Goodrich  
3851 Werth Road  
Alpena, MI 49707  
(989) 356-1791  
[Goodrich\\_paving@yahoo.com](mailto:Goodrich_paving@yahoo.com)
3. Bolen's Asphalt Paving  
875 Airport Road  
East Tawas, MI 48730  
(989) 984-0923  
[Bolen\\_asphalt@yahoo.com](mailto:Bolen_asphalt@yahoo.com)
4. J & N Construction Inc.  
1223 Anna Drive  
Gaylord, MI 49735  
(989) 732-8318  
[cmarkovich@jandnllc.com](mailto:cmarkovich@jandnllc.com)
5. Elmers Crane & Dozer, Inc.  
704 E. Progress  
Hillman, MI 49746  
(989) 742-4531  
[jallen@teamelmers.com](mailto:jallen@teamelmers.com)
6. Team Elmers  
3600 Rennie School Road  
Traverse City, MI 49685  
(231) 943-3443  
[sendres@teamelmers.com](mailto:sendres@teamelmers.com)
7. Payne & Dolan, Inc.  
1029 Gornick Ave. Suite 105  
Gaylord, MI 49735  
(989) 731-0700  
[pderenzy@payneanddolan.com](mailto:pderenzy@payneanddolan.com)
8. Rieth-Riley  
3626 Elkhart Road  
Goshen, IN 46526  
(574) 875-5183  
[info@rieth-riley.com](mailto:info@rieth-riley.com)
9. Shaw Contracting  
509 Morton Street  
Bay City, MI 48706  
(989) 684-0014  
[kristen@shawcontracting.com](mailto:kristen@shawcontracting.com)
10. Lois Kay Contracting  
3046 Carrollton Road  
Saginaw, MI 48604  
(989) 753-3618  
[ron@loiskaycontracting.com](mailto:ron@loiskaycontracting.com)




# Memorandum

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Date: June 25, 2019

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

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer 

Subject: Huron Pines – Storm Water Runoff - Source Water Protection

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The City, in cooperation with the Michigan Rural Water Association recently completed a Source Water Intake Protection Plan, SWIPP update. The following executive summary explains the SWIPP:

*In 1996, the U.S. Environmental Protection Agency (USEPA) established a new requirement under Section 1453 of the 1996 Safe Drinking Water Act for each state to develop a Source Water Assessment and Protection Program to assess all public drinking water supply sources.*

*SWAP has two components: assessment and protection. The assessment component was mandatory with the USEPA and all states were required to provide Source Water Assessment Reports (SWAPs) to federally defined public-water-supply systems. The second component, protection, is voluntary and consists of developing a Source Water Intake Protection Plan (SWIPP) plan. These SWIPP plans will: 1) Defining roles and duties of government units and water supply agencies; 2) Designating a source water protection area for each water supply source based on the state's defined source water area; 3) Identifying potential contaminant sources within each source water protection area; 4) Utilizing management approaches for protection of source water, including but not limited to education and regulatory approaches; 5) Creating contingency plans for public water supply sources including the location of alternate drinking water sources; 6) investigate the potential for new sources.; 7) Encouraging public participation.*

Huron Pines has received grant funding to initiate conversations with coastal communities about storm water management along with a small portion of funding to assist in the initial efforts. One the efforts of the collaboration between Huron Pines and Alpena will be to outline goals and to work with the City of Alpena to figure out how to fund the projects or programs you would need for ideal storm water management.

Staff has met with Huron Pines staff to discuss utilizing their resources to assist the City in various aspects of the SWIPP including identifying potential contaminant sources, identifying storm outfalls and contributing drainage areas, and public education. These

are activities that the City would need to undertake in conjunction with all other ongoing work and would likely be done over a long period of time. By utilizing Huron Pines resources, we can accomplish this work in a shorter time period. As stated, Huron Pines has received grant funding for their ongoing work related to source water protection. The City would participate in costs, as needed, with \$5,000 established in the current budget for source water protection.

It is my recommendation, as City Engineer, that we work with Huron Pines towards meeting portions of our Source Water Intake Protection Plan as outlined above.

