

The Election Commission Will Meet at 5:45 p.m.

ALPENA CITY COUNCIL MEETING

City Hall

July 6, 2020 – 6:00 p.m.

AGENDA

This meeting will be held in person, however the login Information for virtual access is:

<https://www.gotomeet.me/CityofAlpena> or the Dial-In Number is

1 (646)749-3112. Access Code: 667-050-061.

1. Call to Order.
2. Pledge of Allegiance.
3. Modifications and Approval of the Agenda.
4. Approve Minutes –Regular Session of June 15, 2020.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Public Hearing.
7. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$892,487.24.
 - B. Security Improvements & Budget Amendment Increase of \$29,443 in the General Fund.
 - C. Noise Variance for Joel Bauer 4 Judge Committee Fundraising Event on July 17, 2020 from 6 pm - 10 pm.
 - D. Noise Variance for Joe's Bar on July 18, 2020, from 9 p.m. – 12 a.m.
 - E. Budget Amendment Request for FY21 – Increase of \$4,075 to the Equipment Fund for Retiree Healthcare.
 - F. Services Agreements for FY21.
8. Presentations.
 - A. Huron Humane Society Semi-Annual Report – Mary Eagan.
 - B. County Ambulance Millage – Fire Chief, Bill Forbush.
9. Announcements.

Absentee Ballots for the August 4, 2020 State Primary Election are Available in the Clerk's Office.
10. Mayoral Proclamation.
11. Report of Officers.

12. Communications and Petitions.
13. Unfinished Business.
14. New Business.
Community Impact Grant Application.
15. Adjourn to Closed Session to Discuss Collective Bargaining Agreements and Attorney/Client Consultation Regarding the Alpena Biorefinery.
16. Return to Open Session.
17. Adjourn.

Rachel R. Smolinski
City Manager

COUNCIL PROCEEDINGS**June 15, 2020**

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

Present: Mayor Waligora, Mayor Pro Tem Johnson, Councilmembers Hess, and Mitchell.

Absent: Councilmember Nowak.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MODIFICATIONS AND APPROVAL OF AGENDA

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to approve the agenda.

Motion carried 4-0.

Absent 1.

MINUTES

The minutes of the regular session of June 1, 2020 meeting were approved as printed.

CONSENT AGENDA

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

1. Bills Allowed – in the Amount of \$317,388.63 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
2. City of Alpena Application for Medical Marihuana Facilities.
3. NEMCOG Planning Services Contract.
4. Budget Amendment Request for Fiscal Year 19/20 – Decrease Transfer from General Fund to Marina Fund.

Motion carried 4-0.

Absent 1.

ATTORNEY'S FEES – WATER AND SEWER LITIGATION

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Hess, to approve the attorney fees for water and sewer litigation in the amount of \$32,120.00 for 146 hours worked between July 1, 2018 through March 31, 2020.

Motion carried 4-0.

Absent 1.

ASSESSOR'S CONTRACT

Moved by Councilmember Mitchell, seconded by Mayor Pro Tem Johnson, to approve the Assessor's Contract with Berg Assessing & Consulting Inc effective July 1, 2020 for three years with the possibility of (3) one-year renewals.

Motion carried 4-0.

Absent 1.

CONTRACT MODIFICATION – 2019 CIP – PHASE II

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to approve a contract modification with MacArthur Construction in the amount of \$124,925 for the sanitary sewer reconstruction for the alley between McKinley and Fair Street extended parallel with Washington Avenue.

Motion carried 4-0.

Absent 1.

COMMUNITY DEFENSE IMPROVEMENT PROGRAM APPLICATION SUBMITTAL

Motion made by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, stating, “Rachel Smolinski is authorized, by the Alpena Municipal Council to submit a proposal for funding through the Office of Economic Adjustments Community Defense Infrastructure Program on behalf of the City of Alpena. The signatory shall also have the authority to apply for assistance through this program.”

Motion carried 4-0.

Absent 1.

ADJOURN

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Hess, the Municipal Council adjourned at 6:45 p.m.

Matthew Waligora
Mayor

ATTEST:

Anna Soik
City Clerk

INVOICE REGISTER

Page: 1/3

EXP CHECK RUN DATES 06/29/2020 - 06/29/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

7.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ADRIENNE ANN PHOTOGRAPHY LLC	061120	PROMOTIONAL VIDEO - FIRE/EMS	500.00
AIRGAS USA LLC	9097558254	SUPPLIES - EMS DISP	26.92
AIRGAS USA LLC	9971030838	SUPPLIES - AMB DISP	18.60
AIRGAS USA LLC	9101715380	SUPPLIES - AMB DISP	43.63
ALLEGRA ALPENA	150109	SUPPLIES - BOAT HARBOR	547.98
ALPENA DDA	102	DOWNTOWN DOLLARS - DDA	435.00
ALPENA DIESEL SERVICE	64893	VEH MAINT - DPW	6.99
ALPENA DIESEL SERVICE	65096	VEH MAINT - DPW	48.93
ALPENA POWER COMPANY	062920	ELECTRIC	2,546.08
ALPENA TOWNSHIP	062420	REIMB GARAGE NATURAL GAS - FIRE/EMS	20.99
AMAZON CAPITAL SERVICES INC	1DHM-C7PG-HGLL	UNIFORMS - POL/FIRE/EMS	31.97
AMAZON CAPITAL SERVICES INC	1MJF-MLN9-67TW	UNIFORMS - FIRE/EMS	39.98
AMAZON CAPITAL SERVICES INC	1JM6-RM3F-3TQF	SUPPLIES - POLICE	56.97
ANDREW WILLIAMS	060820	MEAL REIMB - EMS	93.76
ANNE GENTRY	062420	REIMB CELL PHONE EXP - DDA	240.00
ART IN THE LOFT GALLERY 109	103	SCRIMS PROJECT - DDA	1,000.00
ASCAP	100005529329	COPYRIGHT LICENSE FEE	366.26
BALL TIRE & GAS INC	182021	VEH MAINT - POLICE	1,211.28
BEDROCK CONTRACTING &	CONC 2019-05A	2019 CITY CONCR PROG	4,175.70
BEDROCK CONTRACTING &	CONC 2020-02	2020 CITY CONCR PROG	7,242.30
BOUND TREE MEDICAL LLC	83653170	SUPPLIES - AMB DISP	1,401.85
CHARTER COMMUNICATIONS	5434 07/20	FAX LINE - PUBLIC SAFETY	39.99
CITY OF ALPENA	214-002 0620	SEW/WATER - THOMPSON PK	35.00
CITY OF ALPENA	1016-001 0620	SEW/WATER - MARINA S	221.66
CITY OF ALPENA	1016-002 0620	SEW/WATER - MARINA N	35.00
CITY OF ALPENA	1017-001 0620	SEW/WATER - MARINA N	71.66
CITY OF ALPENA	1018-001 0620	SEW/WATER - BOAT HARBOR	62.94
CITY OF ALPENA	1019-001 0620	SEW/WATER - HARBOR DR	36.66
CITY OF ALPENA	1020-001 0620	SEW/WATER - FISH CLN STN	544.70
CITY OF ALPENA	1021-001 0620	SEW/WATER - BH RESTROOMS	504.80
CITY OF ALPENA	1027-001 0620	SEW/WATER - FLOATING DOCKS	3,301.40
CITY OF ALPENA	1028-001 0620	SEW/WATER - BANDSHELL	242.48
CITY OF ALPENA	4212-001 0620	SEW/WATER - SEWAGE	1,534.14
CITY OF ALPENA	8111-002 0620	SEW/WATER - SPLASH PK	2,294.25
CITY OF ALPENA	9364-001 0620	SEW/WATER - BANDSHELL IRR	35.00
CITY OF ALPENA	4636-001 0620	SEW/WATER - DDA IRR	16.37
CITY OF ALPENA	10344-001 0620	SEW/WATER - DDA	49.80
DAWN RINGSMUTH	061520	SEWER/WATER BILL REFUND	64.83
DEAN ARBOUR FORD LINCOLN MERCURY	30006	VEH MAINT - EMS	18.58
DEAN ARBOUR FORD LINCOLN MERCURY	30026	VEH MAINT - DPW	41.38
DOG WASTE DEPOT	344750	SUPPLIES - CEM/PKS	513.86
DOGPOOPBAGS.COM LLC	7770	SUPPLIES - PARKS	169.37
ELMER'S CRANE AND DOZER INC	ELEVENTH 2020-03	WATERMAIN/INTERSECTION IMP - ELEVENTH	13,554.79
EVERETT GOODRICH TRUCKING	RES 2019-01A	2019 RESURFACING	4,937.46
EVERETT GOODRICH TRUCKING	RES 2020-02	2020 RESURFACING	122,557.87
EVERETT GOODRICH TRUCKING	RES 2020-02A	2020 RESURFACING	22,801.78
EVERETT GOODRICH TRUCKING	HMA 2019-05	HMA PATCHING 2019	500.00
EVERETT GOODRICH TRUCKING	HMA 2020-02	HMA PATCHING 2020	8,248.32
FAMILY ENTERPRISE EMBROIDERY	64031	UNIFORMS - FIRE/EMS	20.00
FASTENAL COMPANY	MIALP175538	VEH MAINT - DPW	4.70
FASTENAL COMPANY	MIALP175546	VEH MAINT - DPW	7.12
FASTENAL COMPANY	MIALP175591	SUPPLIES - CEMETERY	0.50
FASTENAL COMPANY	MIALP175813	SUPPLIES - PARKS	172.74
FASTENAL COMPANY	MIALP175872	SUPPLIES - PUBLIC WORKS	11.43
FASTENAL COMPANY	MIALP175887	SUPPLIES - CEMETERY	30.50
FASTENAL COMPANY	MIALP176036	TRAFF CONTROL MAINT - MAJ/LOC ST	39.51
FREESE HYDRAULICS & EQUIP REPAIR	37221	VEH MAINT #64	162.20
GALLS LLC	015702603	UNIFORMS - POL/FIRE/EMS	180.93
GALLS LLC	015841762	UNIFORMS - FIRE/EMS	21.19
GALLS LLC	015900816	UNIFORMS - FIRE/EMS	113.48
GLITZ & GLAMOUR BRIDAL & GIFTS	061720	UNIFORMS - FIRE/EMS	15.00
GRAND TRAVERSE	54017	RADIO MAINT - FIRE/EMS	110.87
GREAT LAKES FIRE & SAFETY EQUIPMENT	73870	UNIFORMS - FIRE/EMS	30.00
GREENWAY	053120	DUMPSTER CHARGES 05/20	1,325.00
GREG NOWAK	061620	WORK APPAREL ALLOW - PW	108.53
HARGERS FEED & GARDEN	12145	FLOWERS - CH/PKS/BH/CEM	1,851.75
HAROLD KNOPP	061620	MEAL REIMB - EMS	15.00
HAVILAND	358109	SODIUM HYPOCHLORITE	4,202.61
HURON ENGINEERING AND SURVEYING INC	3705	SEWER/WATER MAIN TESTING	432.00
HURON ENGINEERING AND SURVEYING INC	3754	TOPOGRAPHIC SURVEY - BEECH/CEDAR	1,100.00
HURON ENGINEERING AND SURVEYING INC	3755	TOPOGRAPHIC SURVEY - TAWAS ST	4,264.00
HURON ENGINEERING AND SURVEYING INC	3756	TOPOGRAPHIC SURVEY - FOURTH AVE	2,650.00

INVOICE REGISTER

Page: 2/3

EXP CHECK RUN DATES 06/29/2020 - 06/29/2020

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
HURON ENGINEERING AND SURVEYING INC	3757	TOPOGRAPHIC SURVEY - TWELFTH AVE	1,378.00
HURON ENGINEERING AND SURVEYING INC	3758	TOPOGRAPHIC SURVEY - WREN ST	3,304.00
HURON VALLEY GUNS	61920	UNIFORMS - FIRE/EMS	409.97
HURON VALLEY GUNS	61921	UNIFORMS - FIRE/EMS	125.99
HURON VALLEY GUNS	61922	UNIFORMS - FIRE/EMS	231.97
JAMES STACHLEWITZ	042620	MEAL REIMB - EMS	85.87
JEFFERY KING	061520	UNIFORMS - FIRE/EMS	475.00
JOEL W JETT	053120	PETTY CASH - PUBLIC SAFETY	541.93
KEVIN ALEXANDER	062920	SAFETY SHOE/WORK APPAREL ALLOW - PW	350.00
LYNETTE KINSEL	062620	SEWER PERMIT REFUND	25.00
MACARTHUR CONSTRUCTION INC	MAPLE 2020-05	SEWER/WATER MAINS - MAPLE ST	11,415.24
MACARTHUR CONSTRUCTION INC	MAPLE 2020-05A	SEWER/WATER MAINS - MAPLE ST	52,896.61
MACARTHUR CONSTRUCTION INC	MERCH 2019-04	SEWER/WATER MAINS - MERCHANT ST	7,381.50
MACARTHUR CONSTRUCTION INC	MERCH 2019-04A	SEWER/WATER MAINS - MERCHANT ST	10,598.61
MACARTHUR CONSTRUCTION INC	VALVE 2019-05	REPLACE/INSTALL WATER VALVES	32,300.00
MACARTHUR CONSTRUCTION INC	VALVE 2019-05A	REPLACE/INSTALL WATER VALVES	15,825.00
MACARTHUR CONSTRUCTION INC	WRP 2019-02	WATER SUPPLY REPAIR - SEWER	7,843.09
MACARTHUR CONSTRUCTION INC	WRP 2019-02A	WATER SUPPLY REPAIR - SEWER	3,886.45
MANAGEMENT & BEHAVIOR	061020	EMP EVALUATION - POLICE	1,100.00
MARY PONIK	062620	STARLITE RENT REFUND	50.00
MASTERS & LALONDE SHOES	49751	UNIFORMS - POLICE	188.00
MASTERS & LALONDE SHOES	49779	UNIFORMS - FIRE/EMS	100.00
MASTERS & LALONDE SHOES	49913	UNIFORMS - FIRE/EMS	124.00
MERIDIAN CONTRACTING SERVICES LLC	2096	WRP PVP PUMP REPLACEMENT	57,150.00
MHR BILLING	3682	BILLING 05/20 - EMS	8,594.63
MICHAEL C MISCHLEY	061920	SAFETY SHOE/WORK APPAREL ALLOW - PK	195.80
MICHAEL TOROK	061020	MEAL REIMB - EMS	145.91
MICHIGAN CAT	SD11117481	VEH MAINT #65	1,312.17
MICHIGAN PIPE & VALVE	T007053	STORES - VALVE BOX	152.00
MICHIGAN PIPE & VALVE	T007053A	STORES - VALVE BOX	168.00
MICHIGAN PIPE & VALVE	T006730	STORES - VALVE BOX	608.00
MICHIGAN PIPE & VALVE	T006730A	STORES - VALVE BOX	672.00
MICHIGAN PIPE & VALVE	T007378	NEW WATER SVCS	1,050.00
MICHIGAN PIPE & VALVE	T007380	NEW WATER SVCS	93.00
MICHIGAN PIPE & VALVE	T007742	REPL WATER SVCS	235.26
MICHIGAN PIPE & VALVE	T007717	REPL WATER SVCS	880.00
MICHIGAN SHERIFFS' ASSOCIATION	20200271	TRAINING REGISTRATION - POLICE	750.00
MICHIGAN STATE POLICE	551-562158	SOR REGISTRATION - POLICE	90.00
MILLER OFFICE MACHINES	AR11174	SUPPLIES - DDA	13.02
MONA MALLIA	061620	DEMOLITION - 518 W MILLER	12,746.00
MSC INDUSTRIAL SUPPLY CO INC	60384032	SUPP/MAINT - PW/SEW/WATER	36.74
NEMCOG	05-602-200612	MASTER PLAN UPDATE	1,515.61
NORTHERN DIVERS USA	A0167754	WTP RAW WATER INTAKE INSPECTION	23,740.00
NYE UNIFORM COMPANY	739604	UNIFORMS - POLICE	278.60
NYE UNIFORM COMPANY	736907A	UNIFORMS - POLICE	297.50
NYE UNIFORM COMPANY	736907	UNIFORMS - POLICE	3.00
NYE UNIFORM COMPANY	739438	UNIFORMS - POLICE	45.00
NYE UNIFORM COMPANY	741117	UNIFORMS - POLICE	197.00
PITNEY BOWES INC	1015779563	POSTAGE METER RENT 04-06/20	176.97
POWER LINE SUPPLY CO	56476964	SUPPLIES - LIGHTS	192.53
PRATTSCAPE LLC	062920	POCKET PARK MAINT - DDA	800.00
PRELLS SAWMILL	14999	SUPPLIES - PARKS	375.00
PRESQUE ISLE ELECTRIC & GAS CO	81166373 0520	ELECTRIC - AIR BASE	28.26
PRIORITY ONE EMERGENCY	70065593	UNIFORMS - FIRE/EMS	229.96
PRIORITY ONE EMERGENCY	70065686	UNIFORMS - FIRE/EMS	59.99
R W MERCER COMPANY INC	162658	MAINT - BOAT HARBOR	250.00
RAPID RESULTS	10491	DRUG SCREEN - PUBLIC WORKS	60.00
ROBERT EDMONDS	060520	TRAVEL EXPENSE - FIRE/EMS	117.13
SEVAN K INC	313 05/20	VEH MAINT - POLICE	82.50
SHALLAS SERVICE	12842	VEH MAINT - FIRE EQ	38.00
SHALLAS SERVICE	12843	VEH MAINT - FIRE EQ	38.00
SPARTAN DISTRIBUTORS INC	11809162	MAINT - CEMETERY	1,671.13
SPARTAN DISTRIBUTORS INC	11810759	VEH MAINT - DPW	82.28
SUEZ WATER ENVIRONMENTAL SERVICES	202039934	CONT OPERATIONS 05/20	140,674.45
SUEZ WATER ENVIRONMENTAL SERVICES	202039967	CONT OPERATIONS 05/20	28,424.83
SUEZ WATER ENVIRONMENTAL SERVICES	202040190	CONT OPERATIONS 06/20	140,674.45
SUEZ WATER ENVIRONMENTAL SERVICES	202040208	CONT OPERATIONS 06/20	34,618.01
TEMPEST ENTERPRISES LLC	SCADA 2019-08	SCADA UPGRADES - WATER	24,606.90
TEMPEST ENTERPRISES LLC	SCADA 2019-08A	SCADA UPGRADES - WATER	22,730.81
TERMINAL SUPPLY CO	47383-00	VEH MAINT - DPW	126.33
THE UPS STORE 5054	061720	SHIPPING FEES	84.53
THUNDER BAY ELECTRIC INC	228826	BLDG MAINT - FIRE/EMS	71.79

INVOICE REGISTER

Page: 3/3

EXP CHECK RUN DATES 06/29/2020 - 06/29/2020

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
TIM CORN	061620	WORK APPAREL ALLOW - PW	5.84
TRUGREEN PROCESSING CENTER	121236073	MAINT - CEMETERY	39.95
VERIZON CONNECT NWF INC	2127561	VEH TRACKER SVC 06/20	32.90
WEINKAUF PLUMBING & HEATING INC	8687	MAINT - BOAT HARBOR	1,508.76
		Total:	878,763.11

CHECKS RAN ON 6/25/20	13,724.13
(BREAKDOWN OF INVOICES PAID ATTACHED)	-----
TOTAL FOR 7/6/20 COUNCIL MEETING	892,487.24

INVOICE REGISTER

Page: 1/1

EXP CHECK RUN DATES 06/25/2020 - 06/25/2020

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY	062520	ELECTRIC	7,145.89
CHARTER COMMUNICATIONS	2978 06/20	WATER TWR INTERNET SIGNALS	566.88
DTE ENERGY	062520	GAAS	4,363.04
FRONTIER	2793 06/20	TELEPHONE - POL/FIRE/EMS	107.53
VERIZON WIRELESS	9856330729	TELEPHONE	544.37
VERIZON WIRELESS	9856330730	TELEPHONE	996.42
Total:			13,724.13



Memorandum

Date: June 29, 2020

To: Mayor and City Council Members

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

From: Rich Sullenger, City Engineer

Subject: Security Improvements

City staff is proposing to have security enhancements installed in City Hall, Public Works, and the Utility office in early fiscal year 20-21. To facilitate these improvements, without publicizing what exactly those proposed improvements are, staff contacted Meridian Construction, who has worked in or built each of the facilities where these improvements are proposed. Meridian Contracting has worked with City staff to develop the type, style, and design for each of the security improvements proposed.

The total cost for these improvements is slated to be \$63,204. Of this funding, \$19,653 will be provided through the utility funds for the improvements at the utility office, \$14,108 will be used from the DPW construction fund for these physical improvements to the Public Works Service Center, and \$29,443 will be needed from general fund for the improvements at City Hall.

As these improvements have not been competitively bid, they therefore do not comply with the City's purchasing policy guidelines. Thus, staff will need a waiver, as part of City Councils approval of this expenditure to facilitate these improvements. The City Council will also need to authorize a budget amendment, to transfer \$29,443 from fund balance to account 101-170-970-000 Capital Outlay.

BUDGET AMENDMENT REQUEST

FUND: 101- General Fund
DEPARTMENT: 170 - City Hall
PROJECT: _____

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-170-970.050	Cap - Bldg Maint	\$5,000	\$29,443	\$34,443

Justification for Budget Amendment

City Hall security upgrades as discussed. Funding will come from fund balance.

FY20-21

Michigan Uniform Accounting and Budget Act:

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

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

Department Head

Date

Anna Soik *6/29/2020*

Clerk/Treasurer

Date

Rachel Swolinski *6/29/20*

City Manager

Date

City Council

Date

Szydlowski, Kate

From: Szydlowski, Kate
Sent: Wednesday, June 24, 2020 10:50 AM
To: Smolinski, Rachel; Forbush, Bill; Edmonds, Rob; Donald Gilmet (DonaldG@ALPENA.MI.US); Anna Soik (annas@ALPENA.MI.US); Joel Jett (JoelJ@ALPENA.MI.US); Hamp, Eric; Rich Sullenger (RichS@ALPENA.MI.US); McNamara, Sean
Subject: FW: Noise Variance for July 17, 2020 6pm to 10pm

He's looking for a noise variance. Any issues?

From: Joel Bauer <jebauer@Gillardlaw.com>
Sent: Wednesday, June 24, 2020 9:51 AM
To: Szydlowski, Kate <kates@ALPENA.MI.US>
Subject: Noise Variance for July 17, 2020 6pm to 10pm

Good morning Kate,

Per our conversation this morning, the Joel Bauer 4 Judge Committee is requesting a noise variance for July 17, 2020. This is a fundraising event anticipated attendance, 100. Music provided by the Birch Road Band from 6pm to 10pm. Suggested minimum donation \$50.00. All social distancing rules and regulations will be followed and all neighbors have been informed of (and invited to) the event at: 327 S. State Avenue. If you have any questions, concerns or are need of any further information, I can be reached via my cell phone at: (989)619-4013.

Thank you very much,

Joel Bauer

June 16, 2020

To whom it may concern:

I am requesting a noise ordinance variation for July 18th 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 19th in the enclosed patio in the back of the bar.
We are doing a charity benefit for Friends Together.

I will be implementing social distancing guidelines and using every
precaution possible to keep this safe for everyone! The large enclosed
patio outside will make this possible.

Thank You for your consideration in this matter.

Denise M. French



Owner

Joe's bar

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

APPROVED
DATE 6/23/20
BY Anna Soik
Rachel Swolinski

BUDGET AMENDMENT REQUEST

7.E.

FUND: Equipment Fund

DEPARTMENT: _____

PROJECT: _____

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
661-905-705.050	Retiree Healthcare - OPEB		\$4,075	\$4,075

Justification for Budget Amendment

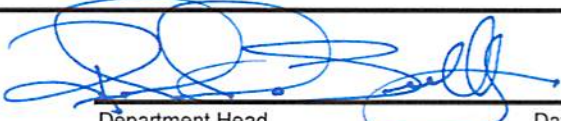
This account number was missed in the creation of the budget for FY21. This will need to come from fund balance. The Equipment Fund is

projected to have a fund balance of \$2,260,905 at 6/30/20.

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.

 6-15-2020
Department Head Date

Anna Soik 6/15/2020
Clerk/Treasurer Date

Rachel Swindler 6/15/20
City Manager Date

City Council Date

Services Agreement

between

The City of Alpena and Target Alpena Development Corporation

This Agreement dated the 1st day of July, 2020, 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 2020-21 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, 2020 and expire on June 30, 2021.

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: _____
Brian VanWormer, 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 Thunder Bay Arts Council, Inc.

This Agreement dated the 1st day of July, 2020, 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 2020-21 fiscal year in the amount of \$5,000 to TBAC to fund sculptures to be placed within the City.
- 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 provide services to the City 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, 2020 and expire on June 30, 2021.

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 projects 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 the sculpture installation at Washington Park.
- 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 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 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: _____
Ann Diamond, TBAC Board President

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

This Agreement dated the 1st day of July, 2020, 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 2020-21 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, 2020 and expire on June 30, 2021.

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.

Huron Humane Society Report: July 2020

Through July 1, the Huron Humane Society has accomplished quite a bit this year. Improvements have been made on the building and hundreds of animals in Alpena have been helped.

- **Intake:**

- 266 felines and canines have been guests of the Huron Humane Society thus far this year.
- Of those 266 animals:
 - 88 adult cats; 128 kittens
 - 32 adult dogs; 18 puppies
- For comparison's sake, over the same time period last year, HHS had taken in 250 animals, with 63 adult dogs, eight puppies, 64 adult cats, and 102 kittens.

- **Outcome:**

- HHS has had 235 adoptions this year and 10 animals were returned to their owners. HHS is proud to work in partnership with Hope Shores Alliance to house animals of people fleeing domestic violence. The ten animals HHS returned to their owners this year represent the animals from Hope Shores.
- For comparison's sake, HHS had 200 adoptions in 2019, with 28 animals returned to their owners.

- **Improvements to the Huron Humane Society**

- An ultrasound machine for animals' health was purchased through fundraising.
- A grant through the CFNEM was procured to purchase a centrifuge, which will aid our vet tech in doing in-house testing, saving HHS money.
- All stainless steel kennels have been put on wheels, getting them off the floor and mobile.
- The shelter passed its recent state inspection with flying colors.
- Innovated ways to raise money during the pandemic, which forced HHS to cancel its two biggest fundraisers of the year.
 - Bottle drive
 - Drive-Up Kitten Shower
 - Pet portraits
 - Crowdsourced treatment for disabled and ill animals
- Secured a Paycheck Protection Program loan from the Small Business Administration, which helped keep our doors open.
- Participated in multiple Bissell Pet Foundation events, all of which resulted in subsidized adoptions for people and pets in our area.
- Continue our partnership with PetSmart
- Got several new interior doors for the shelter.
- Painted interior spaces



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

Fire/EMS

To: Mayor and Council

From: Bill Forbush, Fire Chief 

Date: June 18, 2020

Re: County Ambulance Millage

As you know, the Alpena County ambulance millage is on the August 4th ballot, and includes a .5 mil increase. There has never been an increase to the 1 mil millage since its inception in 1980. An informational meeting was held June 17th for local fire chiefs and city/township officials where an overview was provided on the millage and its importance to our community.

I would like to do a short presentation at the July 6th Council meeting to inform Council and the public and raise awareness.

Thank you very much for your continued cooperation and support.



VOTE AUGUST 4TH



EMS

FIRST RESPONDERS

ALPENA COUNTY

Please Observe 6' Social Distancing. Masks Recommended.

VOTE AUGUST 4TH



EMS

FIRST RESPONDERS

ALPENA COUNTY



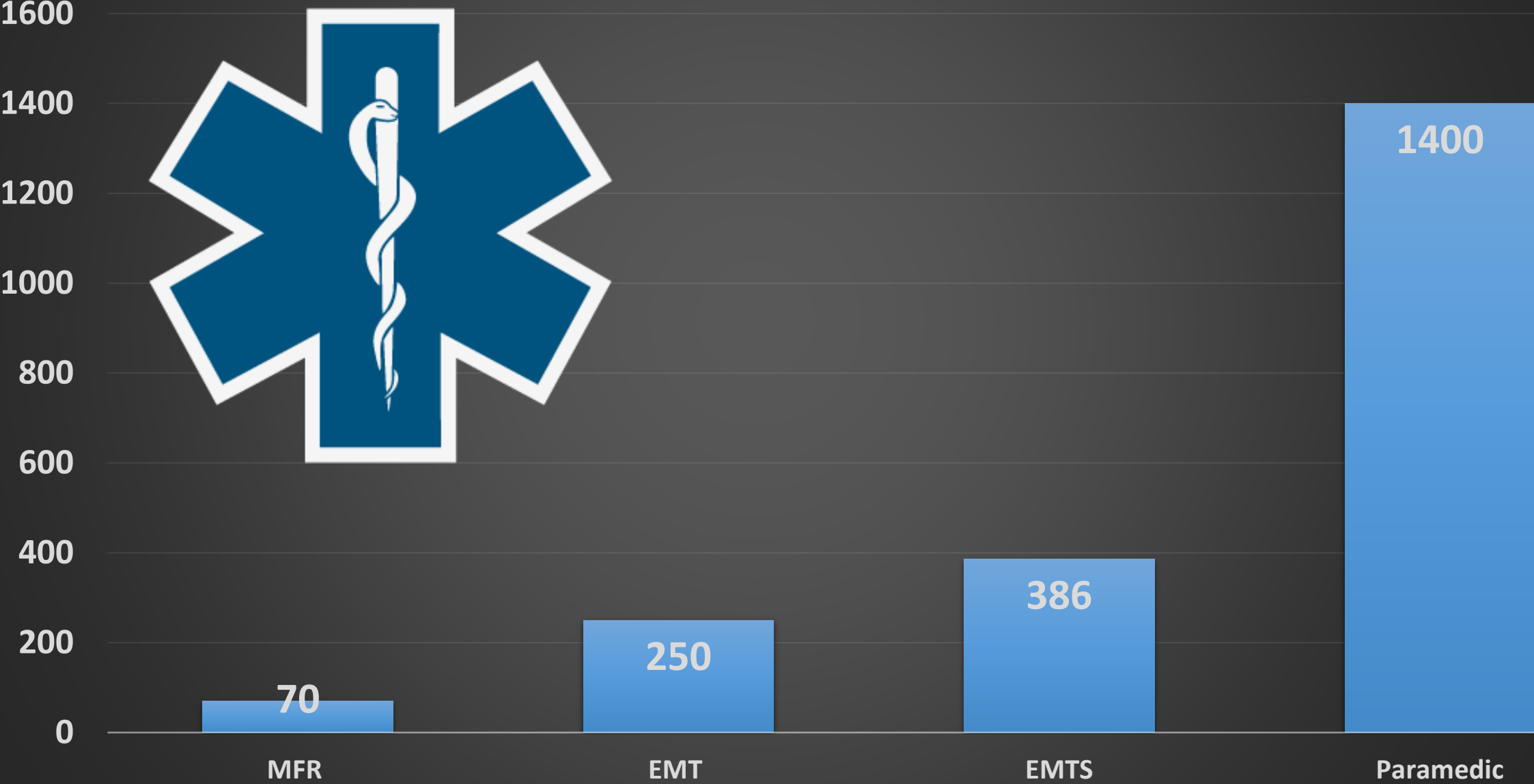
1.5 mil
4 years
(.5 increase)

History

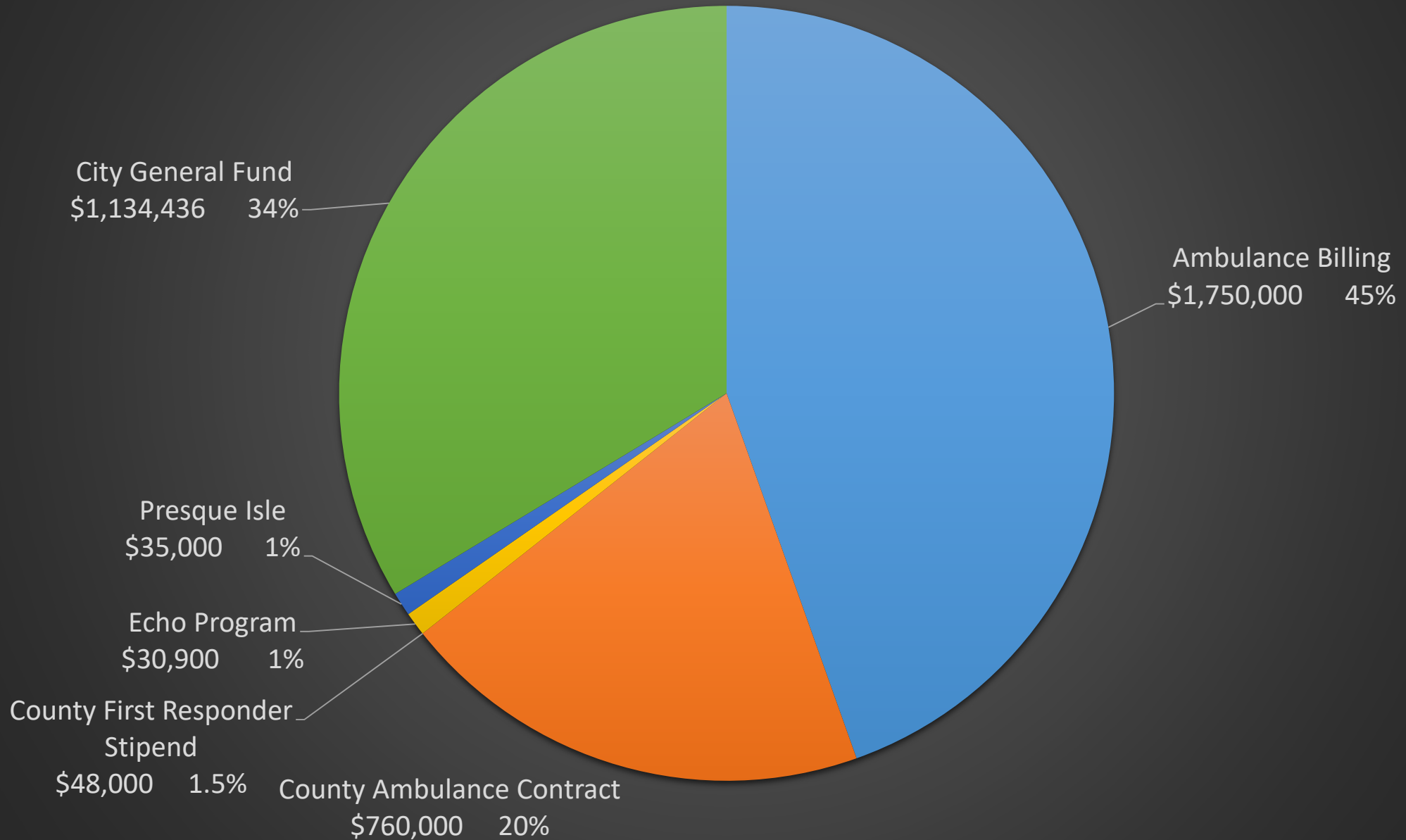
- Ambulance service once provided by local private service
 - Unreliable, low level of care
- County Millage 1.0 mil established in 1980 (*over 40 years ago*)
 - Local First Responders established
- Interlocal agreement with City of Alpena (1980)
 - City ambulance in service since 1938 (83 years)
- *Millage never increased until now*
- 1980 cost of an ambulance vehicle \$40,000 2020 cost \$200,000+



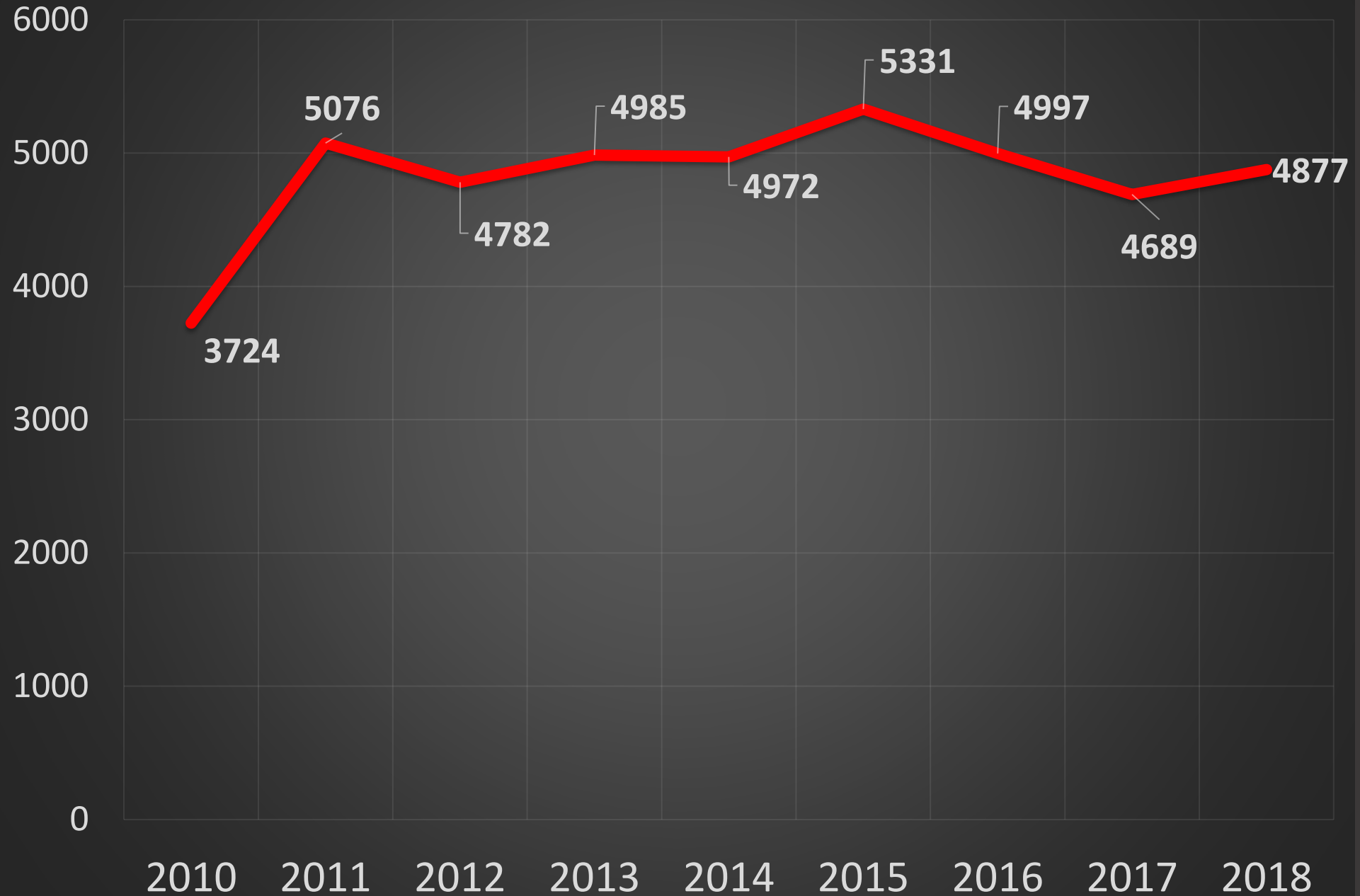
Training Hours Required by EMS Level



Alpena Fire/EMS Operating Revenue 2020



EMS Responses 2010-2018



All Alpena County
emergency patients,
including those in
Alpena Township,
are treated and
transported by
Alpena County
EMS Paramedics





**BlueCross
BlueShield**

All Alpena County residents receive a \$200 discount against co-pays or deductibles.

If uninsured, \$200 off total charges.

Most insured emergency patients have no out of pocket expense.

101 County 911 ambulance (Reserve) – 2012 – 174,814 miles

102 County 911 ambulance – 2015 – 137,581 miles

103 County 911 ambulance – 2019 – 13,379 miles

104 County 911 ambulance – 2016 – 164,354 miles

**105 City – old MICU – 2009 body/2018 engine
– 331,981 combined miles**

108 City – Backup (29 yr old Sanborn rig) – 61,864 mi.

109 City – New MICU – 2017 – 170,148 miles





Primary 1 Mil Supports

- 3 ALS Ambulances staffed and immediately available
- 1 ALS Ambulance with call-in personnel
(in actuality up to 7 ALS ambulances available)
- EMS Continuing Education at AFD
- EMS Protocol training on site (upon request)
- HPCPR training on site (upon request)
- On scene EMS Supply Replenishment



Additional .5 Mil Supports

- Restore First Responder Sharing with Locals
- Restore bi-annual ambulance replacement cycle
- First Responder Disposable Supplies
- ALS Medication Box Fees
- Medical First Responder initial education for new volunteers
- Complete 800 MHz migration for first responders/fire departments
- Automatic fire scene medical standby

Mark Hall

Alpena County
Emergency Services Coordinator
911 Director



Robert Adrian

Chairman
Alpena County
Board of Commissioners



Rachel Smolinski

City Manager
City of Alpena



Lt. Brett Miller

President
Alpena City Firefighters Union
IAFF Local 623



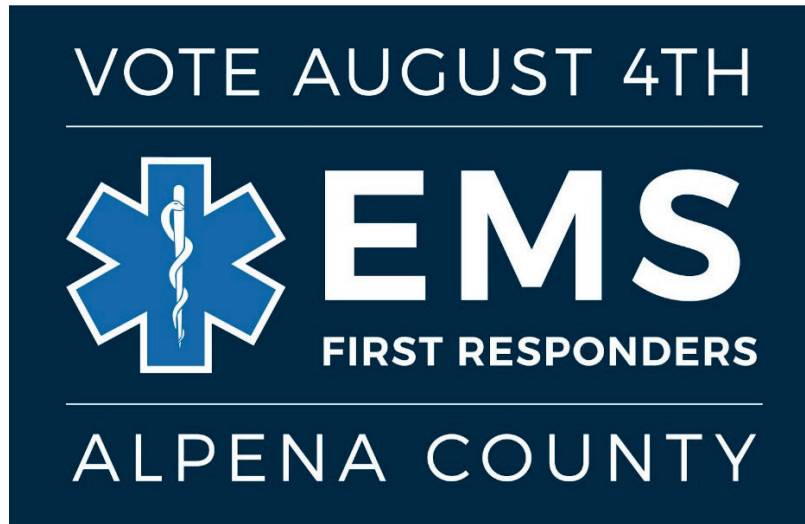
VOTE AUGUST 4TH



EMS

FIRST RESPONDERS

ALPENA COUNTY



New millage request of 1.5 mil to replace expiring 1 mil millage and add .5 mil for 4 years

There have been no increases since the millages inception in 1980, although costs have risen exponentially

To provide Advanced Life Support ambulance service for Alpena County

- Minimum 3 ALS ambulances available 24/7 for 911 calls
- Services are provided through interlocal agreement with the City of Alpena Fire Department.
- About 5000 responses or requests for service/year
- All Alpena County emergency patients are treated and transported by Alpena City/County EMS

Additional .5 mil to partially support:

- Local fire department first responders in each township (restore prior support)
- First Responder Medical supplies
- ALS Medication Box fees
- Initial first responder education programs for new volunteers
- Complete 800 MHz radio upgrade for 911 dispatch, local first responders

How much more will it cost a homeowner?

The current millage costs the average homeowner \$48/yr. The proposed increase will add \$26.

What happens if it doesn't pass?

We will continue to provide ALS ambulance service for as long as possible from reserve funds, hopefully until the next election to retry the millage again. If defeated, ALS ambulance service outside the city could potentially end.

Economic Climate

AFD/Alpena County EMS has responded to the COVID-19 pandemic reliably and effectively, handling 911 and transfer calls for infected citizens without question. The economic downturn created by the pandemic makes support for your county ambulance even more important, now more than ever.





Memorandum

Date: July 1, 2020

To: Alpena Municipal Council

Copy: Rachel Smolinski, City Manager

From: Joel W. Jett, Chief of Police

Subject: Community Impact Grant Application

The Northeast Michigan Community Foundation recently announced it is accepting applications for the 2020 summer cycle of its Community Impact Grant. The City of Alpena is a qualifying entity and funds may be used for a variety of projects. The maximum request for grant funds is \$5,000 and the application deadline is July 15th.

I believe the purchase of a portable radar speed sign would be a suitable project, and I am currently researching several vendors and products in various configurations. These units have proven to be effective in alerting drivers of their speed, and also serve as a force multiplier for the police department.

I have attached a blank copy of the grant application for your review. Due to time constraints, I'm seeking Council's permission to submit the grant application should a viable option be identified.



COMMUNITY IMPACT GRANT APPLICATION COVER SHEET

Date of Application: _____
(Deadlines: January 15 or July 15 or first business day following the deadline.)

Legal name of organization applying: _____
(Name on IRS non-profit determination letter and as supplied on IRS Form 990.)

EIN/Federal ID Number: _____ Current Operating Budget: \$ _____

Executive Director: _____ Phone: _____

Project contact person and title: _____

Address for primary correspondence: _____

City/State/Zip: _____ Phone: _____

E-mail: _____ Fax: _____

PROJECT NAME: _____

PURPOSE OF GRANT: (one sentence)

PROJECT DATE: _____ AMOUNT REQUESTED (\$5,000 maximum): _____

(For office use: Awards are only for expenses incurred after board approval on: _____)

TOTAL PROJECT COST: _____

COUNTY/GEOGRAPHIC AREA SERVED: _____

Signature, Project Contact Person

Printed Name and Title

Date

Signature, Executive Director (person responsible for organization)

Printed Name and Title

Date

Community Foundation for Northeast Michigan (CFNEM)
PROJECT OVERVIEW

Briefly respond to the following questions in the order given. If you reproduce this on your computer, limit the overview to 3 (three) numbered pages.

1. Provide a brief description of your organization (i.e., years of operation, services provided, etc.)

2. Provide a brief project overview. (Name, goals, and project timeframe.)

3A. Specifically, what items or services will be purchased with the grant?

3B. If your project can only be awarded partial funding, will your project still move forward?

4. If applicable, explain how your project involves volunteers.

5. Will the grant act as “seed money”? What is your plan for permanent funding after the grant is used?

6. How will your project be funded? List other sources of funds and specify any other organizations working with you on this project.

7. How will you evaluate the success of your project?

**COMMUNITY FOUNDATION FOR NORTHEAST MICHIGAN (CFNEM)
GRANT BUDGET FORMAT**

Time period of this budget. From: _____ To: _____

Indicate only the **EXPENSES** that apply to your project.

PROJECT EXPENSES	TOTAL REQUESTED FROM CFNEM IN THIS APPLICATION (\$5,000 maximum)	TOTAL EXPENSES FOR THIS PROJECT	
Salaries			
Payroll Taxes			
Fringe Benefits			
Consultants and Professional Fees			
Insurance			
Travel			
Equipment			
Supplies			
Printing and Copying			
Telephone and Fax			
Postage and Delivery			
Rent			
Utilities			
Maintenance			
Evaluation			
Marketing			
Other (specify)			
TOTALS	\$	\$	TOTAL EXPENSES \$

Indicate the **REVENUE** that applies to your project.

REVENUE	Committed (Project revenue that has been promised.)	Pending (Project revenue that has not been confirmed.)	
Grants/Contracts/Contributions			
Local Government			
State Government			
Federal Government			
Foundations			
Corporations			
Individuals			
Other (specify)			
Earned Income			
Events/Publications and Products			
Membership Income			
In-Kind Support			
Other (specify)			
TOTALS			TOTAL REVENUE Committed + Pending \$

The **TOTAL PROJECT EXPENSES** should **EQUAL** the **TOTAL COMBINED REVENUE**.

BUDGET NARRATIVE

Please include any additional information regarding your budget and expenses you feel may need further explanation, or will help the Grant Screening Committee in determining grant awards.

Be sure to include all of the following in your completed grant application packet:

- ☐ **Grant application with appropriate signatures**
- ☐ **Budget**
- ☐ **Budget Narrative**
- ☐ **If necessary, additional documentation may be requested.**

***Note:** You will need to have both the Executive Director and the Project Coordinator sign the first page of this application. Please print it, have it signed, and mail it to: CFNEM, P.O. Box 495, 100 N. Ripley, Suite F, Alpena, MI 49707 or scan and email your application to kbauerlemonds@cfnem.org. Your application must be postmarked or received via email no later than the grant deadline date.

Online Submission Tips:

- *It is recommended that you save this application to your computer and complete your application offline. You may save your completed form on your computer as well. If you choose to fill the application out online, do not hit the "back" button or you will lose the information you enter.*
- *If you do not have Microsoft Outlook, you may submit your application by emailing your saved file as an attachment to kbauerlemonds@cfnem.org.*

*If submitting online, you will receive an email notification that your application has been received.