

ALPENA CITY COUNCIL MEETING

August 21, 2017 - 6:00 p.m.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Modifications to the Agenda.
4. Approve Minutes –Regular Session of August 07, 2017, and Closed Session of August 07, 2017.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$701,315.59.
7. Presentations.
8. Announcements.
9. Mayoral Proclamation.
10. Public Hearing.
11. Report of Officers.
 - A. Property Appraisal for Insurance Purposes.
12. Communications and Petitions.
13. Unfinished Business.
 - A. Downtown Second Avenue On-Street Parking Between Chisholm and River Street.
14. New Business.
 - A. Resolution No. 2017-07 – A Resolution Approving the Michigan Natural Resources Trust Fund (MNRTF) Project Development – Starlite Beach Promenade and Splash Pad Facilities.
 - B. City Goose Control Hunts – 2017.
15. Adjourn to Closed Session to Discuss Police Command Union Negotiations and Water/Sewer Litigation.
16. Adjourn to Open Session for Consideration of Ratification of Police Command Union Contract.

Greg E. Sundin
City Manager

COUNCIL PROCEEDINGS

August 7, 2017

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

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

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

MINUTES

The minutes of the regular session of July 17, 2017, and the closed session of July 17, 2017, were approved as printed.

CONSENT AGENDA

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

1. Bills Allowed – in the Amount of \$547,791.03 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
2. Black Sheep Pub – Request to Close Alley and Variance of Noise Ordinance from 10:00 p.m. to 2:00 a.m., Saturday, August 19, 2017.
3. Designation of City Manager, Greg Sundin, as the Voting Delegate for the Annual Michigan Municipal League Business Meeting held on September 13, 2017.
4. Thunder Bay Film Society – Request to use Rotary Island for “Sunrise 45 Film Fest Musicians” on Saturday, August 19, 2017, from 3:00 p.m. to 6:00 p.m.

Carried by unanimous vote.

CHARTER - UNIFORM VIDEO SERVICES FRANCHISE ACT

Moved by Councilmember Sexton, seconded by Councilmember Nowak, to approve the Charter Uniform Video Service Local Franchise Agreement, with no franchise fee to customers.

Carried by unanimous vote.

REQUEST FOR PROPOSALS – PROPERTY AND LIABILITY INSURANCE

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the City Clerk/Treasurer/Finance Director be authorized to solicit request for proposals for property and liability insurance.

Carried by unanimous vote.

WATER RECYCLING PLANT BOILER REPLACEMENT

The following sealed bid was received June 6, 2017, for the Waste Water Treatment Plant Boiler Replacement.

Weinkauf Plumbing & Heating \$164,155

Moved by Councilmember Nowak, seconded by Councilmember Johnson, that the bid by Weinkauf Plumbing & Heating, in the amount of \$164,155, be accepted.

Carried by unanimous vote.

RESOLUTION NO. 2017-08

**A RESOLUTION OF SUPPORT FOR SEEKING ALTERNATIVE WAYS TO
TRANSPORT CRUDE OIL AND NATURAL GAS AND THE DECOMMISSIONING OF
ENBRIDGE LINE 5 PIPELINE UNDER THE STRAITS OF MACKINAC**

Moved by Councilmember Johnson, seconded by Councilmember Nowak, to approve Resolution No. 2017-08, a resolution of support for seeking alternative ways to transport crude oil and natural gas, and the decommissioning of Enbridge Line 5 Pipeline under the Straits of Mackinac.

Carried by votes as follows:

Ayes: Johnson, Nowak, Sexton.

Nays: Nielsen, Waligora.

**THE PEOPLE FOR SOCIAL JUSTICE AND THE ACTION GROUP OF NORTHEAST
MICHIGAN – SUPPORT FOR THE PARIS CLIMATE AGREEMENT**

Moved by Councilmember Nowak, seconded by Councilmember Johnson, to postpone discussion to allow Council to conduct more research, and direct the City Attorney to report back to Council on the impact of the Paris Climate Agreement on the City.

Carried by unanimous vote.

**DOWNTOWN SECOND AVENUE ON-STREET PARKING
BETWEEN CHISHOLM AND RIVER STREET**

Moved by Councilmember Nowak, seconded by Councilmember Johnson, to table discussion on the Second Avenue On-Street Parking plan until August 21, 2017, to allow time for a traffic and parking demonstration with the proposed parking revisions to be conducted on Second Avenue, between Chisholm and River Street.

Carried by unanimous vote.

CLOSED SESSION

Moved by Councilmember Nowak, seconded by Councilmember Sexton, that the Municipal Council adjourn to a closed session at 7:02 p.m. to discuss Water and Sewer Litigation.

Carried by unanimous vote.

RECESS

The Municipal Council recessed at 7:02 p.m.

RECONVENE – CLOSED SESSION

The Municipal Council reconvened in closed session at 7:10 p.m.

RECONVENE – OPEN SESSION

On motion of Councilmember Sexton, seconded by Councilmember Johnson, the Municipal Council reconvened in open session at 7:34 p.m.

Carried by unanimous vote.

On motion of Councilmember Sexton, seconded by Councilmember Johnson, the Municipal Council adjourned at 7:34 p.m.

MATTHEW J. WALIGORA
MAYOR

ATTEST:

Karen Hebert
City Clerk

INVOICE REGISTER

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EXP CHECK RUN DATES 08/22/2017 - 08/22/2017

6.A.

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A GOOD DEAL TREE SERVICE	13904	TREE REMOVAL - MAJ ST	2,700.00
AIRGAS USA LLC	9946541338	VEH MAINT - DPW	68.20
AIRGAS USA LLC	906619062	MAINT - WATER	22.02
AKT PEERLESS	48222	ASBESTOS ABATEMENT PROJECT - SEW/WA	8,769.20
ALPENA AUTO ELECTRIC	55830	VEH MAINT #45	225.00
ALPENA COUNTY TREASURER	080717	REFUND TAXES - BD OF REVIEW	140.23
ALPENA COUNTY TREASURER	081417	IT CONTRACTED SVCS 08/17	7,500.00
ALPENA DIESEL SERVICE	15022	VEH MAINT - MOB CMD	991.18
ALPENA DIESEL SERVICE	54152	VEH MAINT #40	139.25
ALPENA POWER COMPANY	080717	ELECTRIC - DDA	118.00
ALPENA POWER COMPANY	082217	ELECTRIC	7,012.18
ANDREW WILLIAMS	081017	TRAVEL EXPENSE - AMB	68.67
AQUATIC DOCTORS LAKE MANAGEMENT INC	1074	MAINT - BOAT HARBOR	1,125.00
ASCAP	500702684	COPYRIGHT LICENSE FEE	21.59
BALL TIRE & GAS INC	136474	VEH MAINT - AMB	548.56
BALL TIRE & GAS INC	136629	VEH MAINT - DPW	72.10
BALL TIRE & GAS INC	136681	VEH MAINT - DPW	49.00
BALL TIRE & GAS INC	136810	VEH MAINT - DPW	72.89
BALL TIRE & GAS INC	136922	VEH MAINT - AMB	533.56
BALL TIRE & GAS INC	137043	VEH MAINT - POLICE	15.00
BALL TIRE & GAS INC	137172	VEH MAINT - AMB	49.00
BALL TIRE & GAS INC	137277	VEH MAINT - AMB	533.56
BALL TIRE & GAS INC	137486	VEH MAINT - DARE	15.00
BANDIT INDUSTRIES INC	630703	VEH MAINT #89	127.82
BANNAN FUNERAL HOME	081417	REFUND GOVT MKR - COLBY	125.00
BOUND TREE MEDICAL LLC	82576532	SUPPLIES - AMB DISP	246.20
BOUND TREE MEDICAL LLC	82576533	SUPPLIES - AMB DISP	28.38
BOUND TREE MEDICAL LLC	82576534	SUPPLIES - AMB DISP	13.89
BOUND TREE MEDICAL LLC	82579509	SUPPLIES - AMB DISP	239.75
BOUND TREE MEDICAL LLC	82584248	SUPPLIES - AMB	137.88
BP	51061048	GAS/FUEL - FIRE/AMB/EQ/MICU	7,678.50
CAPITAL ADVANTAGE LEASING	12157	SHORETEL TELEPHONE SYSTEM	10,442.54
CARQUEST AUTO PARTS	32676	VEH MAINT - AMB	16.21
CARQUEST AUTO PARTS	326392	VEH MAINT - POLICE	26.13
CARQUEST AUTO PARTS	326396	VEH MAINT - AMB	6.58
CARQUEST AUTO PARTS	326461	VEH MAINT - AMB	289.60
CARQUEST AUTO PARTS	326483	VEH MAINT - AMB	12.65
CARQUEST AUTO PARTS	326702	VEH MAINT - AMB	293.13
CARQUEST AUTO PARTS	326737	VEH MAINT - DPW	6.30
CARQUEST AUTO PARTS	326890	VEH MAINT - AMB	(177.45)
CARQUEST AUTO PARTS	326855	VEH MAINT - POLICE	0.90
CARQUEST AUTO PARTS	326978	VEH MAINT - AMB	(49.50)
CARQUEST AUTO PARTS	326974	VEH MAINT - DPW	7.67
CARQUEST AUTO PARTS	326975	VEH MAINT - POLICE	3.46
CARQUEST AUTO PARTS	327059	VEH MAINT - AMB	11.76
CARQUEST AUTO PARTS	327067	VEH MAINT - AMB	1.66
CARQUEST AUTO PARTS	327068	VEH MAINT - DPW	17.74
CARQUEST AUTO PARTS	327171	VEH MAINT - AMB	18.20
CARQUEST AUTO PARTS	327370	VEH MAINT #82	19.52
CARQUEST AUTO PARTS	327565	VEH MAINT - AMB	6.30
CARQUEST AUTO PARTS	327571	VEH MAINT - AMB	21.62
CARQUEST AUTO PARTS	327663	VEH MAINT - DPW	36.19
CARQUEST AUTO PARTS	327763	VEH MAINT - AMB	48.15
CARQUEST AUTO PARTS	327904	VEH MAINT - DPW	54.57
CARQUEST AUTO PARTS	328068	VEH MAINT - DPW	34.65
CARQUEST AUTO PARTS	328069	VEH MAINT - AMB	2.84
CARQUEST AUTO PARTS	328199	VEH MAINT - FIRE EQ	6.37
CARQUEST AUTO PARTS	328370	VEH MAINT #48	100.96
CARQUEST AUTO PARTS	328547	VEH MAINT - DPW	10.25
CECH CORPORATION	52424-01	CHLORINE FLOOR SCALE - WATER	1,650.00
CHARTER COMMUNICATIONS	2978 08/17	WATER TWR INTERNET SIGNALS	354.88
CHEMCO PRODUCTS INC	196462	POLYMER SUPERFLOC - WATER	1,078.80
CLIFF ANSCHUETZ CHEVROLET	CVW217939	VEH MAINT - AMB	92.93
COCM	082217	CONFERENCE REG - BLDG	240.00
DANIEL HIBNER	080817	TRAVEL EXPENSE - AMB	9.42
DE LAGE LANDEN FINANCIAL SERVICES	55528391	COPIER LEASE 08/17 - DDA	56.55
DORNBOS SIGN & SAFETY INC	34133	TRAFFIC CONTROL MAINT - MAJ/LOC ST	374.34
DORNBOS SIGN & SAFETY INC	34147	WALKWAY REPR - N RIVERFRONT PK	107.83
DORNBOS SIGN & SAFETY INC	34242	TRAFF CONT MAINT/SUPP - MAJ/LOC/BH	505.21
DOUGLAS KRUEGER	080817	TRAVEL EXPENSE - AMB	76.66
DTE ENERGY	082217	GAS	2,146.30
DTE ENERGY	081217	GAS - DDA	32.92

INVOICE REGISTER

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EXP CHECK RUN DATES 08/22/2017 - 08/22/2017

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
EAGLE SUPPLY CO	104280	SUPPLIES - CITY HALL	84.00
EAGLE SUPPLY CO	104344	SUPPLIES - PUBLIC WORKS	86.00
EVERETT GOODRICH TRUCKING & ASPHALT	26937	STORES - COLD PATCH	1,658.76
EVERETT GOODRICH TRUCKING & ASPHALT	26947	WATER MAIN CONN - CAMPBELL ST	2,565.92
FASTENAL COMPANY	MIALP145467	SUPPLIES - PARKS	120.69
FEDERAL EXPRESS	5-858-79571	SHIPPING FEES	68.33
FIRST FEDERAL OF NORTHERN MICHIGAN	1803 08/17	LAND PURCHASE - DDA	1,328.59
FRONTIER	2793 08/17	TELEPHONE - POL/FIRE/AMB	102.59
FRONTIER	4175 08/17	TELEPHONE - FIRE/AMB	39.19
FRONTIER	5445 08/17	TELEPHONE - FIRE/AMB	74.70
FRONTIER	7204 08/17	ELEVATOR TELEPHONE - CITY HALL	58.59
FRONTIER	7430 08/17	ELEVATOR TELEPHONE - PUBLIC SAFETY	58.59
GARTH GRULKE	080317	WORK APPAREL ALLOW - PW	74.19
GRAND TRAVERSE	48084	SUPPLIES - FIRE	1,204.30
GREAT LAKES FIRE & SAFETY EQUIPMENT	5857	EXT MAINT/SUPP - FIRE/BH	235.00
GREAT LAKES FIRE & SAFETY EQUIPMENT	5861	BLDG MAINT - FIRE/AMB	360.00
GREENWAY FUELS LLC	073117	RECYCLING 07/17	120.00
GREENWAY/L & N DISPOSAL	073117	DUMPSTER CHARGES 07/17	1,208.25
HAGLUNDS	2128	VEH MAINT - DPW	17.25
HALL SIGNS	322315	TRAFFIC CONTROL MAINT - MAJ/LOC ST	76.63
HALLS SERV-ALL	T060417	RENTAL FEE - PARKS	1,519.92
HALLS SERV-ALL	T080417	RENTAL FEE - PARKS	1,546.38
HURON ENGINEERING AND SURVEYING INC	2106	DENSITY TESTING - SEW/WATER	540.00
IKEOGH WORKSHOP	674166/674167	SUPPLIES - FIRE/AMB	174.00
INTERSTATE BATTERY SYSTEM INC	23402042	VEH MAINT - AMB	223.90
JAMES STACHLEWITZ	081517	TRAVEL EXPENSE - AMB	73.72
JOHN BRODZIAK	080717	WORK APPAREL ALLOW - PW	47.69
JWC ENVIRONMENTAL	87625	ROTOR ASSEMBLY - SEWER	36,336.53
KELLY BRUNING	082217	PARKING LOT RENTAL REFUND - DDA	40.00
KENNEDY INDUSTRIES INC	578798	LOW SERVICE PUMP UPGRADE - WATER	17,880.00
LARRY'S AUTO COLLISION	1100	ACCIDENT REPAIR - AMB	3,732.81
LINCOLN OUTDOOR CENTER INC	29568	VEH MAINT - DPW	129.00
MACARTHUR CONSTRUCTION INC	2017-04	SEW/WATER MAINS - ELEVENTH/CAMPBELL	158,794.65
MARK MOUSSEAU	081217	PARKING ATTENDANT SVCS - DDA	874.00
MERIDIAN CONTRACTING SERVICES LLC	1607	FACADE RENOVATION - ALPENA FURNITURE	23,460.66
MERIDIAN RESTORATION LLC	671	FACADE RENOVATION - ALPENA FURNITURE	62,366.20
MHR BILLING	2965	BILLING 06/17 - AMBULANCE	8,042.04
MI GOVT FINANCE OFFICERS ASSN	081417	2017-18 MEMBERSHIP DUES - C/T	125.00
MICHAEL SANDERS	080617	TRAVEL EXPENSE - AMB	73.28
MICHAEL TOROK	081217	TRAVEL EXPENSE - AMB	40.43
MICHIGAN PIPE & VALVE	T80089	MAINT - WATER	854.00
MICHIGAN STATE POLICE	551-493743	SOR REGISTRATION - POLICE	150.00
MID MICHIGAN MEDICAL CENTER	080517	SUPPLIES - AMB DISP	590.00
MILLER OFFICE MACHINES	215790	MAINT - PUBLIC SAFETY	95.00
MILLER OFFICE MACHINES	215828	COPIER MAINT 07/17	238.08
MILLER OFFICE MACHINES	215836	SUPPLIES - DDA	13.18
MML WORKERS COMP FUND	9157204	WORKERS COMP - QTR PAYMENT	33,469.00
NEMROC INC	23860	MAINT - PARKS	200.00
NETWORKFLEET INC	1145218	GPS TRACKING SYSTEM - AMB	73.85
NORTH CENTRAL SECURITY LTD	123447	SECURITY - FIREWORKS	499.00
NORTHERN CLEANING & MAINTENANCE	1903	MAINT - DDA	100.00
NORTHERN TOOL SALES & RENTALS	14230	WALKWAY REPR - N RIVERFRONT PK	90.00
NORTHERN TOOL SALES & RENTALS	71004	WALKWAY REPR - N RIVERFRONT PK	10.96
NORTHERN TOOL SALES & RENTALS	71013	WALKWAY REPR - N RIVERFRONT PK	10.90
OFFICE DEPOT	940939967001	SUPPLIES - PUBLIC SAFETY	32.97
OFFICE DEPOT	940940018001	SUPPLIES - PUBLIC SAFETY	9.59
OFFICE DEPOT	943522612001	SUPPLIES - PUBLIC SAFETY	50.07
OFFICE DEPOT	944637275001	SUPPLIES - PUBLIC SAFETY	46.40
OFFICE DEPOT	9451010753001	SUPPLIES - PUBLIC SAFETY	43.17
OHM ADVISORS	187158	DOWNTOWN TRAFFIC STUDY	2,712.00
PK CONTRACTING INC	2017-01	PAVEMENT MARKING - MAJ/LOC ST	26,148.63
PRATTSCAPE LLC	081517	MAINT - CULLIGAN PLAZA	1,500.00
PRATTSCAPE LLC	081517A	TREE PLANTING - MAJ/LOC ST	2,500.00
PRESQUE ISLE ELECTRIC & GAS CO	81166373 0717	ELECTRIC - AIR BASE	38.88
PRIORITY ONE EMERGENCY	70032230	UNIFORMS - FIRE/AMB	217.98
PRIORITY ONE EMERGENCY	70032354	VEH MAINT - FIRE EQ	340.00
PROBUILD - ALPENA	30254770	SHED REPLACEMENT - BOAT HARBOR	490.54
PSYBUS	16685	EMP EVALUATION - FIRE/AMB	585.00
PSYBUS	16699	EMP EVALUATION - FIRE/AMB	585.00
RAPID RESULTS	6017	DRUG/ALCOHOL SCREEN - PW/FIRE/AMB	130.00
SEVAN K INC	303 07/17	VEH MAINT - CITY HALL	17.00
SEVAN K INC	313 07/17	VEH MAINT - POLICE	145.50

INVOICE REGISTER

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EXP CHECK RUN DATES 08/22/2017 - 08/22/2017

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
SHELL	79036133708	UNLEADED GAS/FUEL-POL/F/A/GEN/MICU	2,781.37
SPARTAN DISTRIBUTORS INC	11749876	VEH MAINT - DPW	203.72
SPARTAN DISTRIBUTORS INC	11750469	VEH MAINT #78	52.69
SPARTAN DISTRIBUTORS INC	11750558	MAINT - CEMETERY	502.50
SPARTAN DISTRIBUTORS INC	11750716	VEH MAINT - DPW	300.27
SPARTAN DISTRIBUTORS INC	11750817	MAINT - CEMETERY	(480.00)
SPICER GROUP	187224	VAV UPGRADE PHASE II - PUBLIC SAFETY	3,460.00
STANDARD ELECTRIC CO	464374-00	MAINT - BOAT HARBOR	26.82
STANDARD ELECTRIC CO	464623-00	MAINT - LIGHTS	16.19
STANDARD ELECTRIC CO	464812-00	MAINT - PARKS	15.27
STANDARD ELECTRIC CO	464946-00	MAINT - LIGHTS	281.40
STEPHEN SHULTZ	080917	TRAVEL EXPENSE - WATER	77.04
SUEZ WATER ENVIRONMENTAL SERVICES	201731240	CONT OPERATIONS 07/17	135,231.60
SUEZ WATER ENVIRONMENTAL SERVICES	201731361	CONT OPERATIONS 07/17	21,853.98
SUPERIOR FABRICATING INC	14769	VEH MAINT #47	38.00
TELNET WORLDWIDE	110639	TELEPHONE	425.36
TERMINAL SUPPLY CO	42119-00	SUPP/VEH MAINT - PW	233.68
TETRA TECH INC	51207140	SECOND AVE BRIDGE PM CONSTR INSP	61,169.77
THE ALPENA NEWS	0102ALP2010 08/17	SUBSCRIPTION - DDA	226.20
THE ALPENA NEWS	ALP 1160	SUBSCRIPTION - POLICE	50.00
THE ALPENA NEWS	DC1107 07/17	PUBLISHING/ADVERTISING	1,003.12
THE ALPENA NEWS	LC1107 07/17	PUBLISHING/ADVERTISING	106.82
THE BANK OF NEW YORK MELLON	252-2042554	BOND FEE - 1998/2012 S/W BONDS	200.00
THE GRIND-DING SHOP	123511	SUPP/MAINT - PARKS/MAJ/LOC ST	66.76
THE SHERWIN WILLIAMS CO	2023-8	SUPPLIES - LIGHTS	19.63
THE SHERWIN WILLIAMS CO	2344-8	MAINT - PARKS	49.79
THE UPS STORE 5054	080217	SHIPPING FEES	33.49
THUNDER BAY ELECTRIC INC	225507	MAINT - LIGHTS	482.28
THUNDER BAY ELECTRIC INC	225508	MAINT - LIGHTS	3,587.88
THUNDER BAY ELECTRIC INC	225509	MAINT - PARKS	46.00
THUNDER BAY ELECTRIC INC	225510	CONTRACTUAL SERVICES	2,208.00
THUNDER BAY ELECTRIC INC	225512	MAINT - LIGHTS	69.00
THUNDER BAY ELECTRIC INC	225533	MAINT - LIGHTS	80.38
THUNDER BAY ELECTRIC INC	225567	MAINT - PUBLIC WORKS	1,567.32
THUNDER BAY ELECTRIC INC	225594	TRAFF SIGNAL MAINT - MAJ ST	17.19
TRUE NORTH RADIO NETWORK	69869	ADVERTISING - DDA	275.00
VERIZON WIRELESS	9790162597	IPADS - GEN/AMB	720.18
VISA/ELAN FINANCIAL SERVICES	1790 08/17	UNIFORMS/SUPP/VEH MAINT - POLICE	561.80
VISA/ELAN FINANCIAL SERVICES	3610 08/17	SUPP/MAINT/PROMO - DDA	817.42
VISA/ELAN FINANCIAL SERVICES	3660 08/17	MAINT - BOAT HARBOR	4.23
VISA/ELAN FINANCIAL SERVICES	4552 08/17	JOB POSTING/MBRSHIP DUES - C/T	270.00
VISA/ELAN FINANCIAL SERVICES	6116 08/17	WEBINAR/TR EXPENSE - FIRE/AMB	726.00
VISA/ELAN FINANCIAL SERVICES	7337 08/17	MEMBERSHIP DUES - PLANNER	375.00
VISA/ELAN FINANCIAL SERVICES	7449 08/17	SUPP/SUBSCR/VEH MAINT - CH/IT/DPW	603.51
WALMART VISION CENTER	1257758	EMPLOYEE PHYS - FIRE/AMB	60.00
WALMART VISION CENTER	1258080	EMPLOYEE PHYS - FIRE/AMB	60.00
YOUNG GRAHAM & WENDLING PC	20335	WATER RATE NEGOTIATIONS	5,909.00

Total:

701,315.59

Memorandum



To: Mayor Waligora and Municipal Council
From: Karen Hebert, City Clerk/Treasurer/Finance Director
Date: August 14, 2017
Re: Property Appraisal for Insurance Purposes

At the August 7, 2017, Council Meeting I informed Council that our current property and liability coverage will expire on December 1, 2017. Therefore, I would need to solicit a Request for Proposals (RFP).

The City Manager, City Engineer, and I reviewed the current property list to make sure it included all City property. We requested and received some clarification from our current carrier on whether certain property should be included on the list and what exclusions existed for items such as bridges, decks, bi-paths, etc. Currently the replacement costs on many of the buildings seemed on the low side.

A current list of properties, vehicles, and equipment will be given to all insurance carriers wishing to bid on the insurance. It is important that we have the most up-to-date values in order to receive an accurate proposal.

The City has had four formal appraisals; 1985, 1992 (water system only), 2002 (machinery and equipment), and 2005 (land, land improvements, and buildings). In 2005 Duff & Phelps (formerly American Appraisal) performed the appraisal at a cost of approximately \$10,000. After the appraisal they updated the insurance valuation reports annually for 10 years at a cost of approximately \$1,200 per year. The appraisal industry considers a best-practice approach to be an on-site inspection every seven years. Duff & Phelps will no longer provide us the annual insurance valuation report until a full property value appraisal is performed.

Since it has been 12 years since we have had our property values updated, it may be more prudent to first get a new appraisal and then go out for a RFP for insurance coverage. If we choose to go this route we would need to renew for an additional year with Alpena Agency. This would give us time to bid out the appraisal, perform the appraisal, and bid out the insurance coverage.

I am requesting that we renew our insurance coverage with Alpena Agency, Inc. for one additional year; December 1, 2017 through November 30, 2018. In the spring of 2018, solicit a RFP for a property appraisal to be performed, if needed, and budget for the appraisal to be performed in July of fiscal year 2018-2019. Once the appraisal is complete, we can solicit for Property and Liability Insurance.



Memorandum

Date: July 6, 2017
To: Anne Gentry, DDA Director
Copy: Greg Sundin, City Manager
From: Rich Sullenger, City Engineer
Subject: Optional Second Avenue Two-Way Street On Street Parking

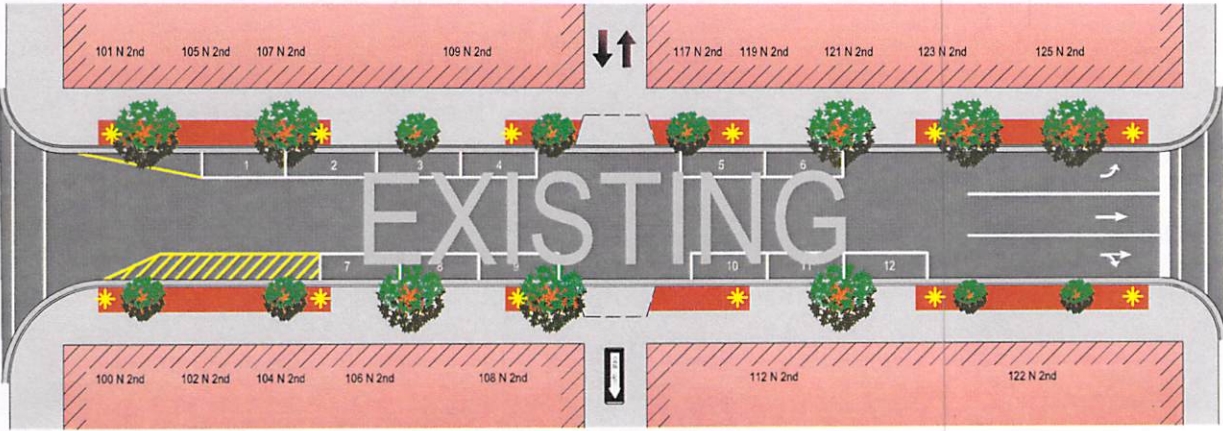
City staff was approached by individuals within the Downtown requesting that we re-evaluate the potential for on street parking along Second Avenue between Chisholm Street and River Street. Our original design concept provided for parking only along the South side of the street.

Steve Shultz and I both independently reviewed design standards, minimum criteria, and impact from implementing parking along both sides of this street section. To accommodate it, would require the use of two 11' lanes and 7' wide parking stalls along both sides of the street. Our standard lane width is 12' and our standard parking stall width is 8'.

During our review we found that the use of an 11' wide lane is permissible, not recommended, but permissible for low speed medium volume streets. This section of Second Avenue would fit within that category. This width scenario also falls within the Michigan Department of Transportation's "Uniform Criteria for Major Streets" as an existing major Street.

The attached drawing depicts the proposed parking revisions and accommodates 3 additional on street parking spaces than is presently there and 9 more than the previous two-way street design approved by City Council. This is the minimum allowed from our research while still meeting standards, and falls below the normal widths used by the City.

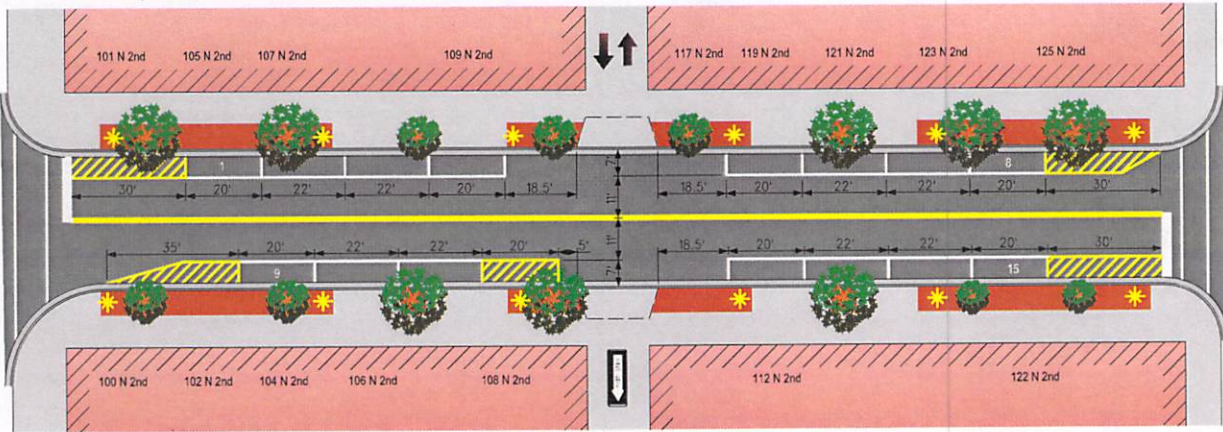
Chisholm Street (US-23)



River Street

Park Place

Chisholm Street (US-23)



River Street

Park Place

Memorandum



Date: August 16, 2017

To: Mayor Matt Waligora and City Council

Copy: Greg Sundin, City Manager

From: Adam Poll, Planning and Development Director

Subject: MDNR Grant Application – Starlite Beach Improvements II

On April 3rd, 2016 the Alpena City Council adopted Resolution No. 2016-04 authorizing the submission of a Michigan Natural Resources Trust Fund (MNRTF) grant application for the development of facility improvements at Starlite Beach, including construction of a new splash park, access pathways, lighting, shelter, sitting walls and universal beach access. On December 14, 2016 the City was notified that its application was approved by the MNRTF Board of Trustee subject to appropriation of funding by the State legislature. On July 14, 2017 the City received the attached project agreement following the long awaited appropriation of funding, for a grant term running from July 14, 2017 through July 31, 2019.

The total project cost has been estimated at \$430,000 including the MNRTF grant of \$205,000. This leaves a minimum local match of \$225,000 (52% of project). Rotary has agreed to contribute \$200,000 to the project and the City will add \$25,000. Due to projected tight budgets over the next few years, staff has reviewed the proposed construction schedule. The original project schedule was as follows:

- Fall/Winter 2017: Project design and solicitation of bid documents
- Spring/Summer 18: Project bid and award
- Spring/Summer 18: Project construction

The City has budgeted for their \$25,000 share for this fiscal year. Rotary has committed to have their funds raised by summer of 2018. Staff will do their best to minimize the impact of construction on existing park assets.

At this time the City must execute the attached Development Project Agreement. If Council concurs, staff requests that it adopt the attached resolution approving the Agreement and authorizing the Mayor to sign on the City's behalf.



RESOLUTION NO. 2017-07

A RESOLUTION APPROVING THE MICHIGAN NATURAL RESOURCES TRUST FUND (MNRTF) PROJECT DEVELOPMENT AGREEMENT STARLITE BEACH PROMENADE AND SPLASH PAD FACILITIES PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF

WHEREAS, the City of Alpena has been awarded funding from the Michigan Natural Resources Trust Fund (MNRTF) for improvements at Starlite Beach; and

WHEREAS, the City of Alpena desires to implement the improvements included in the grant application.

NOW THEREFORE, BE IT RESOLVED, that the Alpena City Council does hereby accept the terms of Development Project Agreement No. TF16-0174 (Agreement) as received from the Michigan Department of Natural Resources (MDNR).

BE IT FURTHER RESOLVED, that the City of Alpena does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Two Hundred Twenty Five Thousand (\$225,000) dollars to match the grant authorized by the MDNR.
2. To maintain satisfactory financial accounts, documents and records, and to make them available to the MDNR for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of the Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

BE IT FURTHER RESOLVED, that the Mayor of the City of Alpena is hereby authorized to execute the Development Project Agreement on the City's behalf.

Councilmember _____ moved to adopt the above resolution, seconded by Councilmember _____.

Ayes:

Nays:

Absent:

Resolution declared adopted.

I, Karen Hebert, City Clerk of the City of Alpena, **DO HEREBY CERTIFY** that the above is a true copy of a resolution adopted by the Municipal Council at a regular meeting held August 21, 2017.

Karen Hebert
City Clerk



Michigan Natural Resources Trust Fund Development Project Agreement

Project Number : TF16-0174

Project Title : Starlite Beach Splash Pad and Beach

Improvements

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **City of Alpena - Alpena IN THE COUNTY OF Alpena County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA **93 of 2017**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **09/12/2017**.

- [illegible]

Concrete Ramp/Universal Beach Access

6. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Forty-Eight (48%) Percent of Four Hundred Thirty Thousand (\$430,000.00) dollars and Zero Cents**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred Five Thousand (\$205,000.00) dollars and Zero Cents**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Forty-Eight (48%) Percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Two Hundred Twenty Five Thousand (\$225,000.00) dollars and Zero Cents** in local match. This sum represents **Fifty-Two(52%) Percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

- ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
 - vii. Bury all new telephone and electrical wiring within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of

this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.

- g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, **2017** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **10/31/2019**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2019**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other

than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.

- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
- c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or

- b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
- a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

- b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____,
date

_____ meeting of the _____.
(special or regular) (name of approving body)

GRANTEE

SIGNED:

By: _____

Print Name: _____

Title: _____

Date: _____

Grantee's Federal ID#

38-6004519

MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT

SIGNED:

By: _____
Steve DeBrabander

Title: Manager, Grants Management

Date: _____

SAMPLE RESOLUTION
(Development)

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

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

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$_____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

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

Signature

Title

Date



Memorandum

Date: August 16, 2017

To: Greg Sundin, City Manager

Copy: Matthew Waligora, Mayor
City Council members

From: Donald Gilmet, City Building Official

Subject: City Goose Hunt for 2017

Greg,

As directed by you this summer, Bill Gohl and I, have set up to do another limited goose hunt this year in the City. As I am sure everyone in town is aware, there are many more geese in town this year than last. This is due to a better than average breeding season coupled with the high water levels in the river and Lake Huron.

The Department of Public Works employees did goose egg collection this spring and had similar results as last year in the number of nests disturbed, and eggs collected. In 2016 there were 122 eggs collected from 21 nest and 123 eggs collected from 24 nest in 2017.

This year we have received permission from the County to hunt the fairgrounds property as the geese there are causing quite a mess in the camping areas and the bike path along the river. We also plan on hunting Besser Lake and Mich-e-ki-wis Beach as we did last year. We plan on holding two hunts in the early goose season this year. The first one will be Friday, September 8th followed by a second on Friday, September 15th. Hunts will again end at 12:00 p.m., as they did last year. Cost for conducting both hunts will be less than \$800.00. Bike path gates will be closed and/or barricades erected to close off the hunting areas as well as press releases and signage as has been done in the past.

Last year we harvested 32 geese in the two days hunted and I would expect a slight increase in the numbers this year due to the addition of the fairgrounds location. Hunting at the fairgrounds will take place on the interior of the track with shooting towards the river. We will be using the same hunters as last year with the addition of five more because of the extra location. One county commissioner, and four other people I have hunted geese with will be the additional hunters. All hunters will sign a waiver statement as has been done in the past prior to the hunt beginning.

We again ask for council approval in moving ahead with the goose control hunts for this year.