

**ALPENA CITY COUNCIL MEETING**

**March 18, 2019 – 6:00 p.m.**

**AGENDA**

1. Call to Order.
2. Pledge of Allegiance.
3. Modifications to the Agenda.
4. Approve Minutes – Open Session of March 4, 2019.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Consent Agenda.
  - A. Bills to be Allowed, in the Amount of \$326,608.78.
  - B. Request to Forward the Landfill Authority Refund to the Intergovernmental Recycling Program.
  - C. City Council Reappointment of Greg Sundin to the City of Alpena Building Authority for a Three-Year Term Expiring March 1, 2022.
7. Presentations.
8. Announcements.
9. Mayoral Proclamation.
10. Public Hearing.

Besser Senior Living Community Commercial Rehabilitation District Establishment for Property Located at 325 Johnson Street.

  - 1) Open Public Hearing.
  - 2) Report by Planning and Development Director, Adam Poll.
  - 3) Open public comment.
  - 4) Request Written Comments Received by the Clerk's Office.
  - 5) Close Public Hearing.
  - 6) Council Discussion.
  - 7) Approval of Resolution 2019-05.
11. Report of Officers.
  - A. Amendment to City Manager Employment Agreement.
  - B. 2018 Annual Monitoring Reports.

12. Communications and Petitions.
  - A. Thunder Bay Arts Council, Inc. – Informational Report and Budget Request.
  - B. Wildlife Sanctuary – Informational Report and Budget Request.
13. Unfinished Business.

Revised Ordinance No. 19-442 Prohibit Use of Marihuana in Public Places Within the City of Alpena – Discussion and First Reading.
14. New Business.
  - A. County Ambulance Contract.
  - B. Downtown Bike Parking Improvements.
15. Adjourn to Closed Session to Discuss Water/Sewer Litigation and Personnel Issues/City Manager Search.
16. Return to Open Session.
17. Adjourn.

Greg E. Sundin  
City Manager

## **COUNCIL PROCEEDINGS**

**March 4, 2019**

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

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

Absent: None.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **MODIFICATIONS TO THE AGENDA**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to remove the closed session from the agenda.

Carried by unanimous vote.

### **MINUTES**

The minutes of the open and closed sessions of the February 18, 2019 and special session of February 20, 2019 meeting were approved as printed.

### **CONSENT AGENDA**

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

1. Bills Allowed – in the Amount of \$335,385.90 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
2. 2019 Election Workers Wages.

Carried by unanimous vote.

### **CITY MANAGER'S STATE OF THE CITY ADDRESS**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to receive and file the City Manager's State of the City Address.

Carried by unanimous vote.

#### **ORDINANCE NO. 19-441**

Moved by Councilmember Nowak, seconded by Councilmember Nielsen, to prohibit all recreational marihuana facilities within the City of Alpena.

Carried by unanimous vote.

#### **BID – EVERGREEN CEMETERY CHAPEL REPAIRS**

The following sealed bids were received on February 26, 2019 for the Evergreen Cemetery Chapel Repairs.

DGI Roofing, Alpena	Chapel Roof	\$10,650
	Flat Roof	\$4,200

Meridian Contracting Services, Alpena	Base Bid	\$41,539
	Alternates	\$15,048

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Hess, that the bid by Meridian Contracting Services in the amount of \$56,587 be accepted.

Carried by unanimous vote.

#### **SUEZ CONTRACT ADJUSTMENT**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to increase the operations and maintenance portion of the contract between the City and Suez to \$70,000.

Carried by unanimous vote.

#### **ADJOURN**

On motion of Mayor Waligora, seconded by Mayor Pro Tem Johnson, the Municipal Council adjourned at 8:02 p.m.

MATT WALIGORA  
MAYOR

ATTEST:

Anna Soik  
City Clerk

## INVOICE REGISTER

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EXP CHECK RUN DATES 03/19/2019 - 03/19/2019

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

6.A.

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
AIRGAS USA LLC	9085946661	SUPPLIES - AMB DISP	40.16
AIRGAS USA LLC	9959977569	SUPPLIES - AMB DISP	20.70
AIRGAS USA LLC	9086119869	SUPPLIES - AMB DISP	36.96
ALPENA COUNTY TREASURER	275	SHARED VPM MULTIBRIDGE	116.00
ALPENA COUNTY TREASURER	031119	IT CONTRACTED SVCS 03/19	7,803.00
ALPENA DIESEL SERVICE	16742	VEH MAINT - FIRE EQ	197.80
ALPENA DIESEL SERVICE	59934	VEH MAINT #42	665.26
ALPENA DIESEL SERVICE	60053	VEH MAINT - DPW	95.24
ALPENA DIESEL SERVICE	60062	VEH MAINT #45	134.79
ALPENA DIESEL SERVICE	60039	VEH MAINT - DPW	200.24
ALPENA DIESEL SERVICE	60147	VEH MAINT #57	853.23
ALPENA POWER COMPANY	031919	ELECTRIC	34,279.48
ALPENA SUPPLY CO	S100144012.001	SUPPLIES - FIRE/AMB	9.25
ALPENA SUPPLY CO	S100144244.001	VEH MAINT #38	25.78
ALPENA SUPPLY CO	S100145207.001	CHEMICALS - SEWAGE	1,002.00
ALPENA SUPPLY CO	S100145215.001	CHEMICALS - SEWAGE	(132.00)
AMAZON CAPITAL SERVICES INC	17DJ-NCKW-JM4P	SUPPLIES - FIRE/AMB	51.78
AMAZON CAPITAL SERVICES INC	1C1D-XW9Q-LJPN	SUPPLIES - IT	67.95
AMAZON CAPITAL SERVICES INC	13XL-FGT7-YVG7	SUPPLIES - IT	284.36
AMERICAN MESSAGING	Z2535843TC	PAGER FEES	35.55
BALL TIRE & GAS INC	160795	VEH MAINT - POLICE	58.00
BALL TIRE & GAS INC	161174	VEH MAINT - POLICE	663.64
BOUND TREE MEDICAL LLC	83121110	SUPPLIES - AMB DISP	2,468.83
BP	55583396	GAS/FUEL - FIRE/AMB/EQ/MICU	14,262.47
BRUCE TILLINGER	022819	MECHANICAL INSP SVCS 02/19	2,332.00
BRUCE TILLINGER	022819A	PLUMBING INSP SVCS 02/19	650.00
BS&A	122071	WORK ORDER/INVENTORY MGMT CONVERS	9,065.00
CARQUEST AUTO PARTS	371005	VEH MAINT - AMB	20.24
CARQUEST AUTO PARTS	371006	VEH MAINT - AMB	10.91
CARQUEST AUTO PARTS	371062	VEH MAINT - DPW	14.38
CARQUEST AUTO PARTS	371071	VEH MAINT - DPW	6.43
CARQUEST AUTO PARTS	371105	VEH MAINT - AMB	16.04
CARQUEST AUTO PARTS	371270	VEH MAINT - AMB	24.35
CARQUEST AUTO PARTS	371342	VEH MAINT #40	54.45
CARQUEST AUTO PARTS	371462	VEH MAINT #26	348.38
CARQUEST AUTO PARTS	371766	VEH MAINT - DPW	101.93
CARQUEST AUTO PARTS	371768	VEH MAINT - POLICE	3.46
CARQUEST AUTO PARTS	371769	VEH MAINT - FIRE EQ	2.84
CARQUEST AUTO PARTS	371827	VEH MAINT - AMB	32.49
CARQUEST AUTO PARTS	371853	VEH MAINT - CAR 1	25.19
CARQUEST AUTO PARTS	372709	VEH MAINT #73	9.01
CARQUEST AUTO PARTS	372712	VEH MAINT #49	105.85
CENTRAL SQUARE SOFTWARE	229077	QUICK CRASH SOFTWARE	2,185.66
CHARTER COMMUNICATIONS	2978 03/19	WATER TWR INTERNET SIGNALS	509.88
CHARTER COMMUNICATIONS	7316 03/19	FAX LINE - PUBLIC WORKS	89.98
CITY OF ALPENA	213-001 0219	SEW/WATER - MCRAE PK	363.93
CITY OF ALPENA	214-001 0219	SEW/WATER - MCRAE CONC STND	35.88
CITY OF ALPENA	4524-001 0219	SEW/WATER - LONG LK COLD STORAGE	35.88
CITY OF ALPENA	6432-001 0219	SEW/WATER - LONG LK AVE	625.98
CITY OF ALPENA	10354-001 0219	SEW/WATER - TRAILHEAD	60.18
CITY OF ALPENA	10344-001 0219	SEW/WATER - DDA	2.40
COMPASS MINERALS	413003	STORES - ROAD SALT	6,764.17
COMPASS MINERALS	414134	STORES - ROAD SALT	10,188.45
DE LAGE LANDEN FINANCIAL SERVICES	62683843	COPIER LEASE 04/19 - DDA	56.55
DEAN ARBOUR FORD LINCOLN MERCURY	27010	VEH MAINT - AMB	42.88
DEAN ARBOUR FORD LINCOLN MERCURY	27022	VEH MAINT - AMB	39.14
DONALD H GILMET	022819	MILEAGE 02/19	188.50
DORNBOS SIGN & SAFETY INC	INV42801	SUPPLIES - PARKS	251.94
DOUGLAS KRUEGER	123118	TRAVEL EXPENSE - AMB	144.66
DOUGLAS KRUEGER	022519	TRAVEL EXPENSE - AMB	192.15
DTE ENERGY	031919	GAS	14,396.32
EAGLE SUPPLY CO	110100	SUPPLIES - FIRE/AMB	177.36
EMERGENCY VEHICLES PLUS	001688	VEHICLE REPAIR - AMB	1,918.53
EMERY ENTERPRISES	28193	SUPPLIES - CODE OFFL	24.99
EVERETT GOODRICH	HMA 2018-06	HMA PATCHING 2018	5,636.24
EVERETT GOODRICH	RES 2018-06B	2018 RESURFACING	15,992.07
FASTENAL COMPANY	MIALP164588	VEH MAINT - DPW	59.14
FASTENAL COMPANY	MIALP164453	VEH MAINT - DPW	18.16
FASTENAL COMPANY	MIALP164454	VEH MAINT - DPW	21.75
FASTENAL COMPANY	MIALP164460	VEH MAINT - DPW	5.74
FRANCIS ROSINSKI	022819	ELECTRICAL INSP SVCS 02/19	2,006.00
FRANKS KEY & LOCK SHOP INC	29253	MAINT - POLICE	69.95

## INVOICE REGISTER

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
FREES HYDRAULICS & EQUIP REPAIR	34696	VEH MAINT #78	85.00
FRONTIER	2793 03/19	TELEPHONE - POL/FIRE/AMB	107.29
FRONTIER	4175 03/19	TELEPHONE - FIRE/AMB	40.59
FRONTIER	5445 03/19	TELEPHONE - FIRE/AMB	72.58
FRONTIER	7204 03/19	ELEVATOR TELEPHONE - CITY HALL	56.91
FRONTIER	7430 03/19	ELEVATOR TELEPHONE - PUBLIC SAFETY	56.91
FRONTIER	9535 03/19	ALARM PHONE LINES - SEWER	515.64
GALLS LLC	012055836	UNIFORMS - FIRE/AMB	120.00
GALLS LLC	012069933	UNIFORMS - FIRE/AMB	215.92
GBS GOVERNMENTAL BUSINESS SYSTEMS	19-35800	SUPPLIES - ELECTION	513.68
GOVT FINANCE OFFICERS ASSN	0152006-19	2019 MEMBERSHIP DUES	190.00
GREENWAY	022819	DUMPSTER CHARGES 02/19	204.25
GREG NOWAK	031119	WORK APPAREL ALLOW - PW	95.38
HANSEN SALES & SERVICE	31791	VEH MAINT - DPW	101.24
HOME DEPOT CREDIT SERVICES	1092159	SUPPLIES/SNOWBLOWER - F/A	1,109.12
HOME DEPOT CREDIT SERVICES	9061176	SUPPLIES - CEMETERY	38.00
HOME DEPOT CREDIT SERVICES	1061382A	SUPPLIES - POLICE	106.97
HOME DEPOT CREDIT SERVICES	572137	SUPPLIES - FIRE	72.43
HOME DEPOT CREDIT SERVICES	7591083	SUPPLIES - POLICE	22.01
INK AND TONER ALTERNATIVE	18-5717	SUPPLIES - IT	97.98
INTERNATIONAL CODE COUNCIL INC	3223553	2019 MEMBERSHIP DUES	135.00
INTERSTATE BATTERY SYSTEM INC	23412329	VEH MAINT - DPW	103.95
INTERSTATE BATTERY SYSTEM INC	23412730	VEH MAINT - POLICE	322.85
ISFSI	11525	USER MEMBERSHIP - FIRE	125.00
KIRTLAND COMMUNITY COLLEGE	44920	CERTIFICATION TRAINING - POLICE	95.00
LARRY SANDERSON	626097	SNOW REMOVAL - DDA	700.00
MICHAEL MANCHESTER	030719	TRAVEL EXPENSE - AMB	8.63
MICHAEL TOROK	030919	TRAVEL EXPENSE - AMB	102.21
MICHIGAN ASSN OF FIRE CHIEFS	00367	MEETING REG - FIRE/AMB	25.00
MICHIGAN CAT	PD9611594	VEH MAINT #74	300.62
MICHIGAN CAT	PD9611597	VEH MAINT #65	528.43
MICHIGAN LAW ENFORCEMENT	031919	TRAINING REG - POLICE	250.00
MICHIGAN PIPE & VALVE	T000048	STORES - CLAMPS	89.00
MICHIGAN PIPE & VALVE	T000057	STORES - CLAMPS	104.00
MICHIGAN PIPE & VALVE	T000058	STORES - LUGS/SLEEVES	533.00
MICHIGAN STATE POLICE	551-533435	SOR REGISTRATION - POLICE	450.00
MID MICHIGAN HEALTH	700000774 03/19	EMPLOYEE PHYS - DPW	118.00
MID MICHIGAN HEALTH	175934145	EMPLOYEE PHYS - DPW	141.00
MILLER OFFICE MACHINES	AR5924	COPIER MAINT 02/19 - CH/PSF	306.19
MILLER OFFICE MACHINES	AR6000	SUPPLIES - DDA	21.32
MILLER OFFICE MACHINES	AR6085	SUPPLIES - IT	124.00
NMACP	030119	2019 MEMBERSHIP DUES	75.00
NMACP	033119	2019 MEMBERSHIP DUES	75.00
NORTHERN MI LAW ENFORCEMENT	022819	TRAINING MEMBERSHIP - POLICE	125.00
OFFICE DEPOT	276178752001	SUPPLIES - CITY HALL	117.50
OFFICE DEPOT	276179446001	SUPPLIES - CITY HALL	24.59
OFFICE DEPOT	270075031001	SUPPLIES - ENGINEER	248.97
OFFICE DEPOT	271390755001	SUPPLIES - ENGINEER	(165.98)
PRESQUE ISLE ELECTRIC & GAS CO	81166373 0219	ELECTRIC - AIR BASE	29.97
PRIORITY ONE EMERGENCY	70050560	UNIFORMS - FIRE/AMB	250.00
PRIORITY ONE EMERGENCY	70050561	UNIFORMS - POLICE	72.99
PROPANE PLUS INC	120659	PROPANE - CEMETERY	267.98
PROPANE PLUS INC	120667	PROPANE - TRAILHEAD	325.13
PSYBUS	17773	EMP EVALUATION - POLICE	585.00
RANDY SERVIS	030719	SEWER/WATER BILL REFUND	260.86
RESERVE ACCOUNT-PITNEY BOWES	031319	POSTAGE - MAIL MACHINE	3,000.00
REVIZE LLC	7839	WEBSITE CERTIFICATE - IT	175.00
ROWLEYS WHOLESALE	1066785-00	VEH MAINT - DPW	(20.00)
ROWLEYS WHOLESALE	1072744-00	VEH MAINT - DPW	237.59
SEVAN K INC	313 02/19	VEH MAINT - POLICE	63.75
SHALLAS SERVICE	11573	VEH MAINT - AMB	412.00
SHELL	6133903	GAS/FUEL-POL/F/A/GEN/MICU/DPW	976.13
SOLUCIENT SECURITY SYSTEMS	432031	MAINT - PUBLIC WORKS	95.46
STANDARD ELECTRIC CO	4000369-00	MAINT - LIGHTS	36.01
STATE OF MICHIGAN	031419	2018 CRA - SCHO & SET INT	201.20
STATE OF MICHIGAN	491-357818	QUALITY ASSURANCE ASSESSMENT PROG -	1,981.80
SUEZ WATER ENVIRONMENTAL SERVICES	201936193	CONT OPERATIONS 02/19	137,922.75
SUEZ WATER ENVIRONMENTAL SERVICES	201936250	CONT OPERATIONS 02/19	16,637.31
SUPERIOR IMAGE CLEANING	030119	CITY CUSTODIAL SERVICES	2,662.08
TELE-RAD INC	853621	MAINT - FIRE/AMB	(60.00)
TELE-RAD INC	890627	MAINT - FIRE/AMB	241.00
TELNET	161612	TELEPHONE	414.55

# INVOICE REGISTER

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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
TERMINAL SUPPLY CO	99392-00	VEH MAINT - DPW	239.13
THE ALPENA NEWS	DC1107 02/19	PUBLISHING/ADVERTISING	794.15
THE ALPENA NEWS	LC1107 02/19	PUBLISHING/ADVERTISING	108.00
THE UPS STORE 5054	030819	SHIPPING FEES	56.96
THUNDER BAY ELECTRIC INC	227389	MAINT - WATER	519.40
THUNDER BAY ELECTRIC INC	227390	MAINT - LIGHTS	538.70
THUNDER BAY ELECTRIC INC	227434	MAINT - LIGHTS	789.63
THUNDER BAY ELECTRIC INC	227435	MAINT - PARKS	46.92
UNIFIRST CORPORATION	1394893 02/19	SUPP/MAINT - CH/PSF/PW/EQUIP	459.50
VERIZON WIRELESS	9825228325	IPADS - GEN/FIRE/AMB	840.21
VISA/ELAN FINANCIAL SERVICES	1104 03/19	SUPP/CONF REG/2019 DUES - MGR	492.61
VISA/ELAN FINANCIAL SERVICES	1790 03/19	UNIFORMS/SUPP/TR EXPENSE - POLICE	1,842.72
VISA/ELAN FINANCIAL SERVICES	2432 03/19	SUPP/CONF REG - C/T/COUNCIL	509.99
VISA/ELAN FINANCIAL SERVICES	3610 03/19	SUPPLIES/PROMO - DDA	155.99
VISA/ELAN FINANCIAL SERVICES	3660 03/19	UNIFORMS/TR EXP - CODE/BLDG	24.25
VISA/ELAN FINANCIAL SERVICES	6116 03/19	SUPP/MAINT/MBRSHIP - CH/F/A	1,123.40
VISA/ELAN FINANCIAL SERVICES	6134 03/19	TRAVEL EXP/SUPP - ENG/PW	193.75
VISA/ELAN FINANCIAL SERVICES	7661 03/19	CONFERENCE REG - CLERK/TREAS	550.00
VISA/ELAN FINANCIAL SERVICES	7337 03/19	CONF REG/SHIP FEES/REC FEE - PLANNER	590.50
WAL-MART	002327	SUPPLIES - FIRE/AMB	247.27
WAL-MART	006758	SUPPLIES - FIRE/AMB	44.88
WAL-MART	006759	SUPPLIES - FIRE/AMB	350.00
WEX BANK	58195418	GAS/FUEL - POL/F/A/GEN/MICU/DPW	1,289.70
WITMER PUBLIC SAFETY GROUP	1922667	UNIFORMS - FIRE/AMB	862.51
WITMER PUBLIC SAFETY GROUP	1922667.001	UNIFORMS - FIRE/AMB	96.99

**Total: 326,608.78**





**Below is an email correspondence received from Councilmember Johnson. The intent is to forward the \$829.73 received by the City from the MOA Landfill to the Intergovernmental Recycling Program, with the understanding that the Recycling Program will utilize \$300 of the money forwarded to cover the City's participation in the Countywide Electronic Cleanup.**

Greg and Anna,

It has come to my attention the money from MOA came through in February. This is the money we usually turn over to recycling to help fund cleanup day. The check was for \$829.73, last year we kept \$100 and paid the business fee so we could participate in electronic clean up. This year the fee has gone up to \$300 for businesses, but I asked at recycling this morning if it was necessary for us to jump through the hoops of writing 2 checks since no other government entity did last year but still participated. Our chair said, no, we can participate, one check is fine.

But I do need council to approve giving the funds to recycling. Can we put it on the agenda?

Thanks,

Cindy

# Memorandum



Date: March 13, 2019

To: Mayor Matt Waligora and City Council

Copy: Greg Sundin, City Manager

From: Adam Poll, Planning and Development Director

Subject: Commercial Rehabilitation District Establishment at 325 Johnson Street for Besser Senior Living Community.

Late last year Besser Senior Living Community began construction on a 47 unit senior assisted living facility west of the Besser Museum on property obtained from Alpena Community College. The property for the site consisted of a parking area that had been utilized for the Civic Center prior to its demolition and had been utilized for a number of applications after the Civic Center was demolished.

Besser Senior Living Facility will create 48 new jobs and represents a \$7,000,000+ investment for the new construction of the facility.

Upon acquisition of the site, the new owners learned a 42" storm sewer line had been installed and no easement had been recorded at the time of installation as the parking area was being utilized for a public use as part of the Civic Center. The 42" storm line needed to be moved to allow for construction of the new assisted living facility.

As the cost of moving this large storm sewer line was a significant previously unaccounted for cost for the development, Besser Senior Living Community is requesting that a Commercial Rehabilitation District be created with the intent to file an application for a Commercial Rehabilitation Abatement in the future to cover that cost.

Staff would request that Council conduct a public hearing to establish the Commercial Rehabilitation District and adopt the enclosed Resolution 2019-05.



**RESOLUTION NO. 2019-05**

**RESOLUTION ESTABLISHING AN**

**COMMERCIAL REHABILITATION DISTRICT**

**FOR BESSER SENIOR LIVING COMMUNITY**

Mayor Waligora announced that this was a hearing on the creation of a Commercial Rehabilitation District filed by Besser Senior Living Community. The Clerk informed the Council that a notice of this hearing was posted and also published in the Alpena News. All persons present were given an opportunity to be heard.

**WHEREAS**, pursuant to Michigan Public Act 210 of 2005, as amended, the City of Alpena Municipal Council has the authority to establish "Commercial Rehabilitation Districts" within the City of Alpena; and

**WHEREAS**, Besser Senior Living Community requested an Commercial Rehabilitation District under Act 210 with respect to a planned new facility located within the proposed District, located within the City of Alpena; and

**WHEREAS**, written notice has been given by mail to all owners of real property located within the district, the County of Alpena. and to the public by newspaper advertisement in The Alpena News and/or public posting of the hearing on the establishment of the proposed district; and

**WHEREAS**, on March 18, 2018 a public hearing was held at which all owners of real property within the proposed Commercial Rehabilitation District and all residents and taxpayers of (governmental unit) were afforded an opportunity to be heard thereon; and

**WHEREAS**, the Municipal Council deems it to be in the public interest of the City of Alpena to establish the Commercial Rehabilitation District as proposed; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Alpena that the following described parcels of land situated in the City of Alpena, Alpena County, and State of Michigan, to wit:

325 JOHNSON STREET- A PARCEL OF LAND IN THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 15, T31N, R8E, CITY OF ALPENA, ALPENA COUNTY, MICHIGAN BEING DESCRIBED AS FOLLOWS; COMMENCING AT THE WEST ¼ CORNER OF SAID SECTION 15; THENCE S 00 DEGREES 16'06" E 611.38 FEET ALONG THE WEST LINE OF SAID SECTION 15 AND THE CENTERLINE OF WILSON STREET; THENCE N 89 DEGREES 49'59"E 33.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILSON STREET AND THE POINT OF BEGINNING; THENCE CONTINUING N 89 DEGREES 49'59" E 517.20 FEET ALONG THE SOUTH LINE OF A PARCEL AS DESCRIBED IN LIBER 277 OF DEEDS, PAGE 297, ALPENA COUNTY RECORDS; THENCE S 00 DEGREES 16'06" E 635.77 FEET ALONG THE WEST LINE OF A PARCEL AS DESCRIBED IN LIBER 300 OF DEEDS PAGE 121, ALPENA COUNTY RECORDS, TO THE NORTHERLY RIGHT OF WAY LINE OF JOHNSON STREET; THENCE 89 DEGREES 27'19" W 517.20 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF JOHNSON STREET TO THE EASTERLY RIGHT OF WAY LINE OF WILSON STREET; THENCE N 00 DEGREES 16'06" W 639.18 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF WILSON STREET BACK TO THE POINT OF BEGINNING. ALSO BEING A PART OF BLOCKS 5 & 6 OF ALPENA MOTOR CAR COMPANIES ADDITION TO THE CITY OF ALPENA, ACCORDING TO THE PLAN THEREOF RECORDED IN LIBER 2 OF PLATS, PAGE 27. SUBJECT TO ANY PART THEREOF THAT MAY BE USED FOR ROAD RIGHT OF WAY PURPOSES.

318 CAVANAUGH ST. LOT 3 & THE ALLEY ADJ LOT 3 BLK 6 WILLIAMS ADD TO THE CITY

is established as an Industrial Development District pursuant to the provisions of PA 210 of 2005, as amended, to be known as Commercial Rehabilitation District No. 4.

**AND, BE IT FURTHER RESOLVED,** that the district application shall be submitted to the Alpena County Board of Commissioners for their concurrence as required by the act.

Councilperson \_\_\_\_\_ moved for adoption of the above resolution, seconded by Councilperson \_\_\_\_\_.

Ayes:

Nays:

Absent:

Resolution declared adopted.

I, Anna Soik, 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 March 18, 2019.

Anna Soik  
City Clerk



**LEGEND**

APPROX. PROPERTY LINE

EX TREE LINE

EX OVERHEAD ELECTRICAL

EX FENCE

EX EDGE OF HMA

EX SIDEWALK

EX GRAVEL

PROPOSED EDGE OF HMA

PROPOSED PAVEMENT  
MARKINGS

PROPOSED CONCRETE

REMOVAL

REMOVE AND REPLACE

SILT FENCE

NOTES:

ALL SIDEWALK AND PATIO CONCRETE SHALL BE  
PLACED ON TOP OF 6" OF CLASS II MATERIAL.

CONTRACTOR SHALL PLACE SILT FENCE IN  
DESIGNATED AREAS AND AS DIRECTED BY THE  
ENGINEER. INLET PROTECTION FABRIC DROPS SHALL  
BE INSTALLED IN ALL CATCH BASINS AND MANHOLES.

ALL DISTURBED AREAS SHALL BE RESTORED IN  
ACCORDANCE WITH THE SLOPE RESTORATION  
SPECIFICATION.

ALL WATERMAIN AND SANITARY SEWER MAINS  
SHOWN ON THIS SHEET SHALL STOP 5 FEET FROM  
THE BUILDING.

**ESTIMATED QUANTITIES THIS SHEET**

250	Ft	Sewer, Rem, Less than 24 inch
466	Ft	Sewer, Rem, 24 inch to 48 inch
11,190	Syd	HMA Base Crushing and Shaping
5	Ea	Dr Structure, Rem
13	Syd	Sidewalk, Rem
10	Ft	Curb and Gutter, Rem
600	Ton	HMA, 13A
1060	Syd	Conc Pavt, Misc, Nonreinf, 4 inch
90	Syd	Conc Pavt, Misc, Nonreinf, 12 inch
425	Ft	Curb and Gutter, Conc, Det F4
1	Ea	Dr Structure, Tap, 18 inch
2	Ea	Dr Structure, Tap, 42 inch
374	Ft	Sewer, Cl E, 42 inch, Tr Det B
124	Ft	Sewer, Cl E, 12 inch, Tr Det B
2	Ea	Dr Structure, 48 inch Dia
3	Ea	Dr Structure, 72 inch Dia
1	Ea	Dr Structure, 84 inch Dia
3	Ea	Dr Structure Cover, Type K
2	Ea	Dr Structure Cover, Type B
1	Ea	Dr Structure Cover, Type R
31	Ft	Water Main, DI, 6 inch, Tr Det F
54	Ft	Sanitary Sewer, 6 inch
1	Ea	Sewer Tap, 18 inch
300	Cyd	Excavation, Earth
850	Cyd	Embankment, CIP
1	Laum	Clearing
5000	Syd	Slope Restoration, Type A
600	Ft	Erosion Control, Silt Fence
8	Ea	Erosion Control, Inlet Protection, Fabric Drop

ALL QUANTITIES ARE ESTIMATED AND RESPONSIBILITY OF THE  
CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION

**STORM SEWER DATA**

MH #1 - REPLACE EXISTING  
SIZE: 72 INCH DIA  
COVER TYPE: TYPE B  
N: 644360.51  
E: 19921430.11  
RIM ELEV = 613.75  
SE INV = 606.90 (TO CB #1)  
N INV = 608.16 (EXISTING)  
W INV = 607.00 (EXISTING)

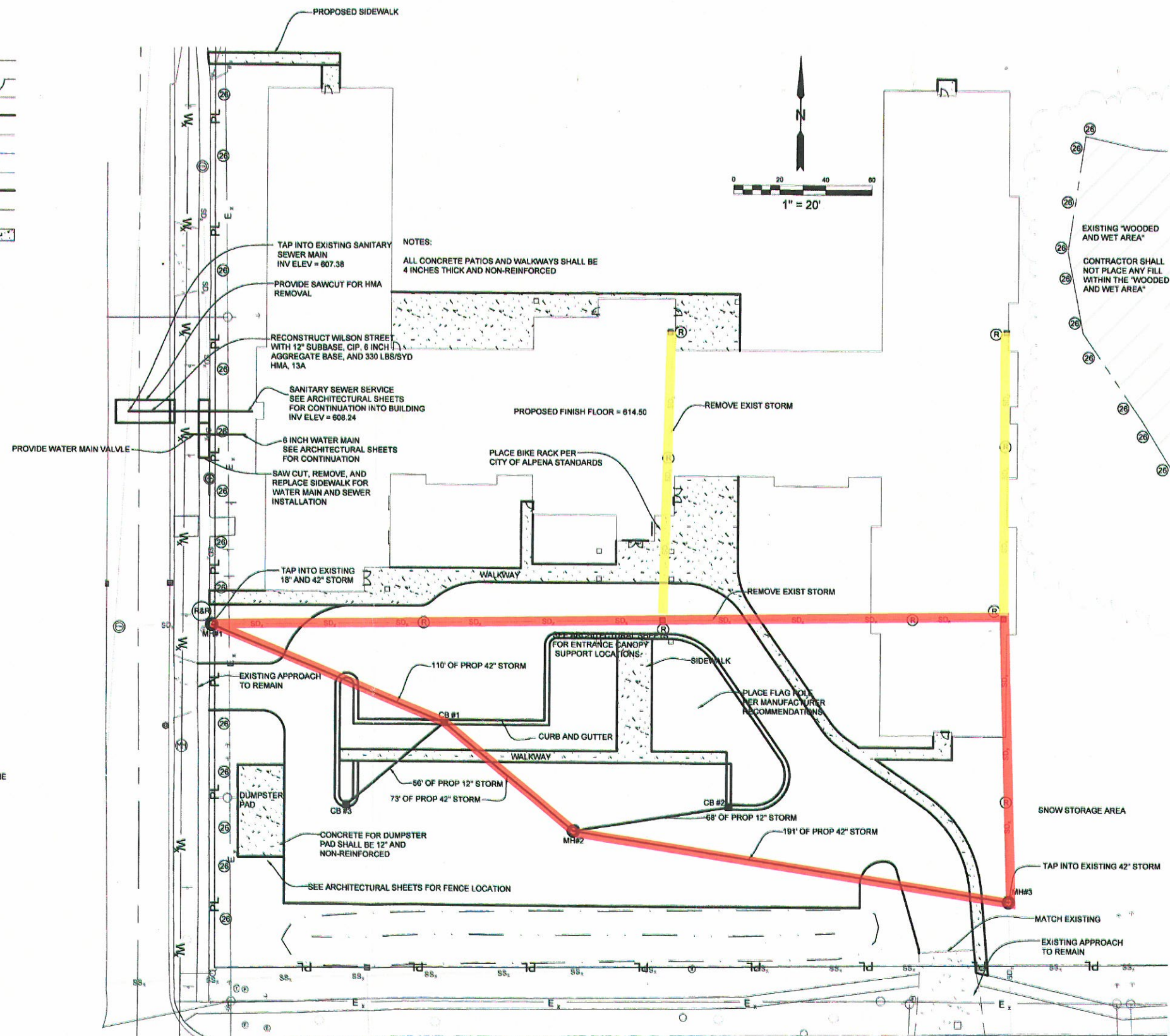
MH #2  
SIZE: 84 INCH DIA  
COVER TYPE: TYPE R  
N: 644272.08  
E: 19921587.70  
RIM ELEV = 612.59  
NW INV = 606.58 (TO CB #1)  
SE INV = 606.58 (TO MH #3)  
NE INV = 608.40 (TO CB #2)

MH #3  
SIZE: 72 INCH DIA  
COVER TYPE: TYPE B  
N: 644242.32  
E: 19921776.20  
RIM ELEV = 613.50  
NW INV = 606.25 (TO MH #2)  
S INV = 606.25 (EXISTING)

CB #1  
SIZE: 72 INCH DIA  
COVER TYPE: TYPE K  
N: 644318.54  
E: 19921531.51  
RIM ELEV = 613.10  
NW INV = 606.71 (TO MH #1)  
SE INV = 606.71 (TO MH #2)  
SW INV = 608.40 (TO CB #3)

CB #2  
SIZE: 48 INCH DIA  
COVER TYPE: TYPE K  
N: 644282.57  
E: 19921488.91  
RIM ELEV = 612.57  
RIM INV = 609.75 (TO MH #2)

CB #3  
SIZE: 48 INCH DIA  
COVER TYPE: TYPE K  
N: 644282.57  
E: 19921654.91  
RIM ELEV = 613.01  
NE INV = 609.50 (TO CB #1)








# Memorandum

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Date: March 12, 2019

To: Mayor Matthew J. Waligora  
Alpena City Council

From: Greg Sundin, City Manager 

RE: Amendment to City Manager Employment Agreement

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My Employment Agreement with the City, dated May 7, 2013, states that I receive employee benefits equivalent to those received by the City's department heads and administrative employees with the same years of service. This includes City health insurance. Currently, for me the most economical plan is a high deductible Health Savings Account (HSA) plan. For the 2018 calendar year the City contributed \$3,000.00 to my and all other employees' HSAs (\$2,000 in January and \$1,000 in July) with the same plan. The same contribution is scheduled for calendar year 2019. As a sure sign of time catching up with me, beginning February 1 I am now enrolled in Medicare Part A. Under federal law once on Medicare I am no longer permitted to contribute myself or have others (e.g., employer) contribute to my HSA. Consequently, I am not eligible to receive the \$3,000 City contribution to my HSA for calendar year 2019 that other employees with the same plan will be receiving.

Since this is due to no fault of my own, I respectfully request that Council consider the following. In lieu of the \$3,000 HSA contribution, the City contribute an additional \$3,000 to my 457(b) Deferred Compensation Plan. This would not be made until July 2019 and would be included in the City's 2019-20 FY budget. This payment will be in addition to the normal City contribution of 4% of my 2018 calendar year gross wages.

Although it is the same monetary contribution, the additional contribution to my Deferred Compensation Fund would normally increase my Final Average Compensation (FAC), thereby increasing my annual pension payment upon retirement. In order to avoid this impact on my pension and thereby on the pension fund, I would recommend that this payment and any subsequent payments specifically not be included in the calculation of my FAC for retirement purposes.

If Council agrees with my request, then the attached amendment to Item 4, Employee Benefits, of my agreement would need to be approved. It has been reviewed by City Attorney Bill Pfeifer and approved.

Thank you for your consideration.

**Proposed Amendment to the City Manager Employment Agreement Dated  
May 7, 2013 Between the City of Alpena and Greg E. Sundin**

The following paragraph shall be added to Item 4, Employee Benefits, of the above referenced Agreement:

Commencing February 1, 2019 the employee began receiving Part A health benefits under the federal Medicare program. As neither the employee nor the employer (City of Alpena) will be eligible under federal law to contribute to the employee's Health Savings Account (HSA), the City cannot make its planned contribution for calendar year 2019 of \$3,000 to the employee's HSA. Consequently, until such time as his retirement the City agrees to contribute a like amount into the employee's 457(b) Deferred Compensation Account. Such payment shall be made the first payday of July or at the time of retirement based on a prorated accrued value. Additionally, these contributions shall not be included in the calculation of the employee's Final Average Compensation for pension purposes.

# Memorandum



Date: March 5, 2019

To: Mayor Waligora and Municipal Council Members

From: Anna Soik, Clerk/Treasurer/Finance Director *AS*

Subject: 2018 Annual Monitoring Reports

ALRO STEEL CORP.	2007
DEAN ARBOUR FORD, LLC	2010
DOUVILLE-JOHNSTON CORP.	2011
DAVID KNEESHAW	2011
ALPENA LODGING, LLC	2014

In compliance with the Monitoring Agreements included in the Industrial Facilities Tax Exemption, Commercial Rehabilitation Exemptions and the Personal Property Tax Exemption approved by the Alpena Municipal Council, annual reports of capital investment and employment for the above referenced firms are summarized below.

## **Alro Steel Corporation #2007-132**

On January 14, 2019, Alro Steel Corporation submitted its eleventh annual monitoring report on tax abatement #2007-132. This is a 12 year exemption which began December 31, 2007 and will end December 30, 2019. The projected capital investment was \$325,000. Four jobs were projected to be retained and two new jobs to be created within two years. Their monitoring report states that they completed the personal property expenditures to their facility in July of 2007 with a final investment in personal property of \$388,665. As of December 31, 2018, Alro Steel has seven employees. They have exceeded both their investment and employment projections.

## **Dean Arbour Ford #2010-005**

On February 6, 2019, Dean Arbour Ford submitted its seventh and final annual monitoring report on Commercial Rehabilitation Exemption #2010-005. This was a seven year exemption which began December 31, 2011 and ended December 30, 2018. The projected capital investment was \$2,250,000. They projected that they would retain 18 current jobs, and add 5-10 new permanent full-time jobs. Their original investment for real and personal property was \$3,012,860.56. They have made additional investments which increased their total to \$3,063,202.94. Current employment has increased to 34 full-time employees. They have exceeded both their investment and employment projections.

## **Douville - Johnston #2011-056**



On January 16, 2019, Douville-Johnston submitted its eighth annual monitoring report on Industrial Facilities Exemption #2011-056. This is a nine year exemption for both the real and personal property which began December 31, 2011 and will end December 30, 2020. The projected capital investment was \$351,372 for the real property and \$75,900 for the personal property. The total they have invested is \$380,316 in real property and \$378,777 in personal property. Seven full-time and one part-time job were projected to be retained and five new jobs to be created within two years of completion. They currently have 13 full-time production employees and three CAD engineers. They are actively trying to recruit more employees. They have exceeded both their investment and employment projections.

#### **David L. Kneeshaw #2011-005**

David L. Kneeshaw was granted a Commercial Rehabilitation Exemption Certificate #2011-005 in 2011 to rehabilitate a building and place a Mexican restaurant, Los Quatro's Amigo, in the building. This is a 10 year exemption which began December 31, 2011 and will end December 30, 2021. The projected capital investment was \$200,000 and fifteen (15) new full time jobs were projected to be created and three (3) part-time jobs. Mr. Kneeshaw invested \$210,000 which was slightly over the projected amount. Unfortunately, Los Quatro's Amigo shut down after just a few years. Loco Burrito, Inc. moved in and began operations in April of 2014. They obtained their liquor license in September of 2014 and closed in 2015. A new tenant agreed to start the business on August 1, 2016. The business was unsuccessful and the lease was terminated on December 24, 2016. On April 1, 2018, Pompeyos Mexican Grill signed a five-year lease on the building. The business currently has 12 employees, many of whom are local Alpena residents. The original capital requirement was met, however the current employment level is under the original projected level.

#### **Alpena Lodging, LLC**

Alpena Lodging, LLC was granted a Commercial Rehabilitation Exemption Certificate #2014-010 in 2014 for property located at 225 River Street, City of Alpena. It is a 10 year exemption which began December 31, 2014 and will end December 30, 2024. They projected a capital investment of \$8,250,000 and that 15-20 new full-time jobs will be created. To date, Alpena Lodging LLC has not submitted a 2018 monitoring report.

#### **Summary**

Of the four companies that submitted 2018 monitoring reports, all have exceeded their initial capital investment projections. For 2017, David Kneeshaw didn't have any employees reported. Currently, 12 employees are employed at Pompeyos although this falls short of the original projection of 15 full-time positions.

These four companies represent \$4,420,961 million in capital investments. One of the major goals of abatements is to assist companies to reinvest and stay in the community, along with job retention and/or creation.

Economically, the City must decide if the impact on the City's property tax revenue is adequately offset by the capital improvements and/or additional jobs resulting from the project. With new State laws eliminating some personal property taxes, the City will need to consider future abatements.

For each company that applies for a tax abatement certificate, a monitoring agreement is put into place. This agreement establishes the expectations of the City and the paybacks by the company if the contract is breached. It is considered a stand-alone contract and legal action by the City can be taken if it is not adhered to. It is independent of revoking a certificate.

While municipalities do not have the authority to revoke a tax abatement certificate, they can recommend a revocation to the State if the situation would warrant it. The State has indicated that for a City to request a revocation, one or more of the following has happened:

- 1) The company moved out.
- 2) The company closed.
- 3) The company is delinquent on their property taxes.
- 4) The company didn't complete the capital improvements within the required time frame.

The new Personal Property Law (P.A. 328) is slightly different than the IFT Law (P.A. 198) in that a municipality cannot request a revocation from the state, but can deny the original application without the Company being able to appeal that decision to the State.

For future abatements, Staff has identified some areas that would protect the City's interest while assisting the company that is requesting the abatement:

- 1) Including benchmarks in the Monitoring Agreement.
- 2) Including language in the agreement to dissolve the district after an IFT is complete.
- 3) Shorten up the abatement timelines.
- 4) Start the abatement after the construction is complete.
- 5) When forming a district, have a "sunset clause" for a single site district.

Copy: Greg Sundin, City Manager  
Berg Consulting & Assessing

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127 W Chisholm Street  
Alpena, MI 49707

Phone: 989/356-6678



12.A.

www.alpenatbarts.org  
Email: tbartscouncil@frontier.com

*The mission of Thunder Bay Arts Council is to promote, support and preserve the arts through performance, education and leadership*

March 6, 2019

Dear City of Alpena Council Members:

It is with great excitement that more sculptures along the Alpena Bi-Path are materializing. **Over the last two years, City of Alpena support helped leverage nearly \$98,000 in cash and in-kind contributions for eight new sculptures.** Additional support came from an array of local and state government agencies, grants, private business contributions, non-profit philanthropic organizations and a wide array of individuals in the community, both traditional supporters of the arts and newcomers.



**We write to ask for continued support of the sculptures along the Alpena Bi-Path in the form of a \$5,000 budget allocation by the City of Alpena for the upcoming year.** Included with this letter is a brochure further detailing Art Vision Alpena, a project of the Thunder Bay Arts Council, Inc..

Besser Foundation has committed \$5,000 of matching money for each year/sculpture of the plan for at least the next three years. A City of Alpena contribution will help secure these funds and further bolster the support needed from others organizations and individuals in order for the intended sculptures to materialize on schedule each year, if not ahead of schedule.

The City of Alpena has been involved as a steadfast partner in the overall development of the Alpena Bi-Path and sculptures since the original 1974/76 concept of the Alpena Sculptured Bikeway and Walkway. City of Alpena contributions have helped facilitate both the pathway's original construction and then again the first sculpture in 1978, Sculptured Fountain at Besser Museum. The total cost for the fountain in 1978 was some \$50,000.

Given the success and public support of the most recent sculptures (Departure of the Great Blue Herons, Global Collaboration Awareness, and the History of Industry series), Art Vision Alpena was created in 2018 under the umbrella of Thunder Bay Arts Council, Inc. as a long term vision and blueprint for proceeding further with the resuscitation of the sculptured Bi-Path.

With eight sculptures already completed (in addition to the original Sculptured Fountain of 1978) and with Art Vision Alpena in place, we are prepared to move forward with 12 more sculptures by 2030, and eight alone by the 250<sup>th</sup> anniversary of our country in 2026, our nation's Sestercentennial. The next sculpture will be located at the Alpena Dog Park thanks, in part, to a generous donation by a single individual, and a second sculpture is projected at another location as well, both to be installed by fall of 2019 if all goes as planned. What a testament to perseverance given the original plan celebrating our nation's Bicentennial and the dream of a Bi-Path in our community populated by sculptures, this despite the hiatus of 39-40 years.

The momentum and community support for the agenda are evident. These sculptures provide value added to our community, its aesthetics and the opportunity for experiential engagement. We have no doubt that Art Vision Alpena is yet one more iteration of a long-term strategy to further beautify our community and make it more attractive for work and pleasure by locals and visitors alike – further fostering a sense of place where people want to live, work and play. It is the very basis of inspiring tourism and community interaction with great promise for

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***The mission of Thunder Bay Arts Council is to promote, support and preserve the arts through performance, education and leadership***

economic returns to our remote part of the state where arts and culture are becoming an foundational component of a vibrant, sustainable 21<sup>st</sup> century community and economy.

By virtue of drawing attention to our little Sanctuary, our Bi-Path and our growing collection of public art and sculptures in one of the most idyllic and beautiful settings one can image, we are reinterpreting our community from it foundations, merging art with nature, our surroundings, and encouraging people to recreate with the arts and culture of our community. This will surely contribute to the economic dynamism necessary for our community to continue to flourish in the 21<sup>st</sup> century.

Please consider our request for continued funding and overall support. Should you have any questions, feel free to reach out to us at the numbers indicated below. We would be happy to meet in person and elaborate on the short and long range plans and how we intend to make them a reality.

Sincerely,

Tim Kuehnlein - 989.350.4333

Augie Matuzak - 989.370.3314

Monte Jahnke – 989.356.6678

**ALPENA WILDLIFE SANCTUARY BOARD  
ANNUAL REPORT TO CITY COUNCIL  
MARCH 2018 TO MARCH 2019**

**INTRODUCTION**

This past year the Wildlife Sanctuary Board has continued to oversee and maintain Island Park and the approximately 443 acres comprising the Sanctuary. Island park is the City's only natural park and according to the 1985 agreement with the Michigan Land Trust Fund is to be maintained for quiet recreation and environmental education. The Board also maintains a water trail within the sanctuary and continues to pursue development of The River Center, an interpretive center focusing on the Thunder Bay River Watershed.

**MEMBERS**

City Council appointed board members are: Vernie Nethercut, Elizabeth Littler, Roger Witherbee, Judy Kalmanek, Tom Orth, Susie Austin, Boris Gerber, Karen Enterline and Chairman Terry Gougeon. This is a full board of nine.

Staff liaison, Planning and Development Director Adam Poll is actively involved and provides direction for projects.

**AWS BOARD ACCOMPLISHMENTS****ISLAND PARK**

The Board sets goals for the management and maintenance of Island Park in accordance with the management plan of 2015 (Revised).

Goals met in 2018:

- Cleaning soil and debris from the stairways, removing fallen timber from trails (May 30)
- Trail barking completed by the Alpena High School Robotics Team and volunteers from the Boys and Girls Club lead by Jen Dingman. (June 14 and Sept. 4 )28 Vol. hrs.
- Removed a tire swing from an Oak branch overhanging the River on Island Park (June 14)
- Repainted the storage shed on the island and graffitied boards at the west dock with the Youth Volunteer Corp (Boys and Girls Club) (June 21)14Vol. hrs.
- Refurbished the three remaining birdhouses. All exhibited nesting activity by Tree Swallows the past summer.
- Installed small -Not a Trail – markers on posts at each end of a river edge trail from the west dock and blocked with brush (Aug 28 )6 Vol. hrs.
- Invasive non-native Spotted Knapweed pull (August 2 & 9) During Science in the Sanctuary and with Board members and volunteers.8 Vol. hrs.

- The invasive Autumn Olive cutting with herbicide application (October 4) 10 Vol. hrs.
- Milkweed plants (150) donated by the Friends of the Lake Huron Watershed were planted within the riparian buffer demonstration zone, along the sides and approaches of the bridge to the island and edges of the paved trail on the island. 10 Vol. hrs.

## **RIVER WORK**

- Trash removal from the sanctuary waters, Fairgrounds to the Sandies behind the Cemetery and the Fairgrounds to Island Park was accomplished by a small group of intrepid volunteers employing kayaks and a small row boat. (June 11 and July 9) 22 Vol. hrs.
- Water Trail Reset: The buoys marking the canoe/kayak river trail through the sanctuary were relocated to correct positions using the original set of GPS coordinates. This was accomplished with the help of the MI DNR, Jeff Diamond and other staff members. AWS Board member Boris Gerber was also one of the crew. (July 11) 9 Vol. hrs.
- New No-Wake signs were installed at the boat launch sites highlighting the rule covers the entire sanctuary.
- Frog-bit: Board member Tom Orth organized 8 highly successful frog-bit pulls throughout the summer. Using personal kayaks or one generously supplied by Casey Stutzman of Performance Locker to access the plants in the river. 88 volunteers overall filled Eight 1 Ton dump trucks, working for two or more hours at each event to collect the invasive plant. 200 Vol. hrs.
- The WSB also partners with The Alpena Garden Club to plant native plants and maintain gardens at the River's edge, alongside the Covered Bridge and the Bridge approach areas.

## **EDUCATIONAL PROGRAMS**

We continue to coordinate educational activities with The US Fish and Wildlife Service, Besser Museum, Northeast Michigan Great Lakes Stewardship Initiative, Huron Pines and ACC

### **River Rats 2018**

The River Rats program consisted of six 1-hour sessions held on Tuesday's and Thursday's throughout July. Attendance for these sessions was limited to 30 children per event. Overall nearly 180 elementary students participated in this program.

The concluding event for this program is Science in the Sanctuary.

- **July 11 – Sink or Float**  
Learn about buoyancy
- **July 13 - Get Up Close and Personal**  
Meet the creatures of the riparian habitat
- **July 17 – Make a Nest and Discover an Owl's Lunch**

- **July 19 – Go Birding**  
Identify birds of Island Park and learn how birds fly
- **July 24 - Erosion**  
Investigate erosion on Island Park and study the river's flow
- **July 26 – Trees and Seeds**  
Learn to identify the trees and their seeds on the island
- **Science in the Sanctuary**  
This is the culminating event for the River Rats program in which children participate in various nature related activities on the island.  
Numerous agencies partnered with the WSB including Huron Pines, US F&W, Audubon and NEMGLSI.

## **ARTIST IN RESIDENCE PROGRAM**

The Alpena Wildlife Sanctuary Artist in Residence program is now in its eighth year. This is a minimal cost program with money requested to cover cost of framing and identification plaque for donated works. The aim of this program is to acquire a museum quality collection of fresh water themed art to be displayed in the Alpena Wildlife Sanctuary's proposed River Center.

Last years artist in residence was Charles Pompilius, a portrait artist branching out into landscapes. His donated work is on display in the U.S. Fish and Wildlife Building.

Each of the artists involved have exhibited nationally and/or internationally in museums and galleries and have participated in respected residence programs. Works which they have researched in the Alpena Wildlife Sanctuary have been exhibited in galleries and museums across the United States, thus giving recognition to Alpena, the Sanctuary and the residency program nationwide.

Thanks to Mark Beins for his research and diligence the past years in the search for applicants for the residence program.

## **RIVER CENTER**

The Thunder Bay River Center Board of Directors was formed to give guidance and support to the River Center.

Committee members are: Giovanna Meek, Beverly Bodem, Greg Sundin, Susan Nielson, Judy Kalmanek, Brian Bartosh, Bill Haase, Michelle Sobek and Roger Witherbee, Chair. Adam Poll Cathy Crandall, Edith Gerber resource persons.

Fund Raising: The Reel Fun Ice Fishing Tournament and the prior evening's Festivus Dinner, were both well attended and a great success. The tournament committee is a very dedicated group assisted by the Walleye club.

## **PROMOTIONAL**

Island Park is listed on the City's website and in promotional pamphlets that profile places for tourists to visit in the Alpena area.

We continue to work with area schools, the Museum, NOAA, the Fish and Wildlife Service, Huron Pines, North East Michigan Great Lakes Stewardship Initiative (NEMGLSI), and Michigan Dept. of Natural Resources on the development of educational materials for Park visits and classroom use.

The Island pamphlet rack with its self-guiding brochures is kept filled and updated as necessary. The pamphlets are also available online.

## **FUTURE PLANS**

- Island Park continues to be the central focus in the Sanctuary as it receives the majority of public attention.
- Board focus for the Island will be educating the public about erosion concerns. Physically blocking places with greatest damage. Discouraging certain activities, like going off the trails and sledding, which erode soil by scattering forest litter and compacting soil preventing seedling growth, will be undertaken.
- Control of invasive species, such as Spotted Knapweed, Autumn Olive, Frog-bit, Narrowleaf Cattail, and Glossy Buckthorn will continue.
- Support educational use of the sanctuary by the area public and parochial schools.
- Maintain associations with area agencies such as Besser Museum, National Marine Sanctuary, Huron Pines, NEMGLSI and U.S. Fish and Wildlife Service.
- Continue to work towards the realization of the River Center

Submitted by:  
Terry Gougeon  
Wildlife Sanctuary Board Chair



Wildlife Sanctuary Board  
City of Alpena, Michigan

Proposed 2019 - 20 Budget

<b><u>Project Description</u></b>	<b><u>Budget</u></b>
Island Park Maintenance: Bark, 4x4x6' Posts, Quikcrete, Bench materials	\$1,210.00
Habitat/Erosion Study Area: Snow fence, T-Posts, zip ties	\$1,550.00
Invasive plants control: Herbicide, Tank Sprayer, hand sprayers, Mixing Tank, Applicator Cert.	\$200.00
Educational materials: River Rats Program, Park Pamphlets,	\$1,100.00
Signs: Not a Trail, Habitat/Erosion Study Area	\$200.00
Artist in Residence: Framing and ID plaque	\$150.00
Donation: Huron Pines	\$1,000.00
<b>Proposed Budget Total</b>	<b>\$5,410.00</b>

<b><u>Capital Request</u></b>	<b><u>\$30,000.00</u></b>
To be set aside as a local match for a River Center construction grant	

**ORDINANCE NO. 19-442**

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, AMENDING CHAPTER 54 - OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE I., IN GENERAL, TO ADD SECTION 54-11.

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

Chapter 54 – Offenses and Miscellaneous Provisions, Article I. – In General,

Sec, 54-11. **Marihuana and marihuana accessories.**

(a) No person shall smoke, vape, cultivate, distribute, process, sell, or display marihuana in any form or marihuana accessories in a building owned or operated by the City of Alpena.

(b) No person shall smoke or vape marihuana in any form in a public place within the boundaries of the City of Alpena, including but not limited to any street, sidewalk, highway, alley, park, or parking lot located therein, or the city marina or city beaches.

(c) “Smoke or vape” means possessing a cigarette, e-cigarette, cigar, pipe or similar apparatus that contains marijuana or cannabis that is lighted or burned.

(d) Any person violating this section shall be responsible for a civil infraction and shall be assessed a civil fine not to exceed \$500.

**EFFECTIVE DATE**

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

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

\_\_\_\_\_  
Matthew J. Waligora, Mayor


\_\_\_\_\_  
Anna Soik  
City Clerk/Treasurer/Finance Director

First Presented: March 21, 2019  
Adopted: \_\_\_\_\_, 2019  
Published: \_\_\_\_\_, 2019  
William A. Pfeifer, City Attorney

# Memorandum

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To: Honorable Mayor Matthew J. Waligora and Municipal Council members

From: Bill Forbush, Fire Chief 

Date: March 5, 2019

Re: County ambulance contract

As you know, the City of Alpena has long provided countywide ambulance service funded by a .97 mil ambulance millage and billing proceeds from those patients transported. The former agreement expired December 31, and we are pleased to report that we have negotiated a new agreement to take us through the expiration of the millage in two years. The major points of the new agreement are:

1. Two year term to line up with millage. The Commissioners agree that we will need to work together to seek a millage increase at that time. First responder fees have already been suspended due to lack of funding.
2. 2% increases each of the two years. We have been operating for the last five years with no increases at all.
3. One new ambulance including cot and mounting apparatus this year.
4. The understanding that the long distance transfer program is viewed by both parties as a continuation of the role of the county ambulance service and not an enterprise of the City alone. With so many patients requiring ALS transfer to larger hospitals shortly after arrival, our job is not done until our citizens get the care and resources that they require.

The proposed agreement, which was approved by the Alpena County Board of Commissioners on February 26, 2019, is attached. It is the product of negotiations by City Manager Sundin, Deputy Chief Adrian and I, and the county ambulance committee.

As Fire Chief for the City of Alpena, I recommend that we approve the interlocal agreement with the County of Alpena to continue providing countywide ALS ambulance service through January 1, 2021.

## **AMBULANCE SERVICE AGREEMENT**

**THIS AGREEMENT** is made this 1<sup>st</sup> day January, 2019, between the **CITY OF ALPENA**, a Michigan municipal corporation, with offices at 208 N. First Avenue, Alpena, Michigan, 49707 (the "City"), and the **COUNTY OF ALPENA**, a Michigan municipal corporation, with offices at 720 West Chisholm Street, Alpena, Michigan, 49707 (the "County").

### **RECITALS**

- A. City is a licensed advanced life support (ALS) ambulance provider and is qualified and capable of providing ALS ambulance services to residents and visitors of Alpena County and mutual aid to other counties.
- B. Both City and County desire to provide ambulance services to residents and visitors within the County.
- C. City is willing to provide such ambulance services in accordance with the terms and conditions contained in this Agreement.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Definitions.** For purposes of this Agreement, the identified words and phrases shall be interpreted as follows:
  - (a) "Ambulance Service" shall be defined to mean the emergency or non-emergency provision of ambulances(s) to locations in Alpena County and areas of neighboring counties as required by the local medical control authority protocols in the City's ambulance provider license, for transportation to a medical facility in Alpena County or to a person's residence, and any intercepts or mutual aid request for emergency ambulance service from neighboring counties. Additionally City may provide interfacility ambulance transport from Alpena to other hospitals as needed to care for our citizens and visitors.
  - (b) "Ambulance Equipment" shall be defined to mean any medical equipment on the ambulances used by the provider for providing quality patient care and/or required by state law or the local medical control authority. Furthermore, said equipment is non-disposable and reusable items that generally have a useful life in excess of one year.

- (c) “Emergency Activities” shall be defined to mean activities whereby the Alpena Fire Department has to perform fire response, suppression, rescue, and mitigation or emergency medical services.
  - (d) “Local Medical Control Authority” shall be defined to mean the Northeast Michigan Medical Control Authority, 1501 W. Chisholm Street, Alpena, Michigan 49707. The local medical control authority is that agency required by State law to develop and adopt medical protocols, provide quality assurance review, and provide medical direction for pre-hospital EMS and ambulance transportation.
2. Scope of Services. The City shall provide ambulance services for County residents and visitors in accordance with this Agreement and the local medical control authority’s protocols. The City shall maintain the following minimum levels of vehicle staffing with on-duty personnel available to respond when dispatched unless said personnel and/or ambulances are involved with other emergency activities:
- a) Three (3) Advanced Life Support ambulances staffed with on-duty personnel for immediate response.
  - b) One (1) additional spare licensed ambulance available when additional personnel arrive at the station or to replace one of the vehicles required above in subsection (a) or (b).
3. Ambulances. The City shall at all times maintain not fewer than three (3) ambulances ready for dispatch.
- The ambulances shall be equipped, maintained and comply with all applicable laws, rules, regulations, protocols, standards, guidelines, operational procedures, and licensing requirements, as may be established or amended from time to time by any governmental entity with lawful jurisdiction. If, due to maintenance scheduling, the number of ambulance(s) available for service falls below the minimum levels required herein, then Central Dispatch shall be notified of the number of unit(s) out of service and provided with an estimate of the time required to return the vehicle(s) to full service.
4. Personnel. The City shall at all times staff the licensed ambulances needed to service this Agreement with personnel who are State of Michigan licensed EMT’s, EMT-Specialists or Paramedics. Each vehicle shall be staffed with the minimum personnel required by law. Each person shall be lawfully qualified and capable of operating an ambulance as well as meeting any requirements, standards or guidelines established by law, regulation, standard or medical protocols regulating the provision of ambulance services.

It is expressly understood and agreed between the parties that personnel utilized to staff ambulances shall be employees of the City or its lawful designee and not the County.

Said personnel shall be subject to any and all rules, regulations, and restrictions which govern City employees unless otherwise lawfully exempted. The City shall be responsible to withhold and account for all wage and salary deductions from such personnel to the extent required by law. No liability or benefits, such as workers' disability compensation, pension rights, benefits, salaries, wages and hour issues or other personnel contractual liabilities, arising out of a contract for hire or employment relationship between the City and any third party shall arise or accrue to or against the County as a result of the performance of this Agreement.

5. Compensation. In consideration for providing emergency ambulance services by City to the residents of the County of Alpena under this Agreement, the County shall provide an annual subsidy to the City from the County's Ambulance Fund as follows:

- a) With the approval of the City's Annual Budget by June 15<sup>th</sup> of each year, the projected subsidy amount shall be determined not to exceed by the following amounts:

County's fiscal year 2019	\$733,460.00
County's fiscal year 2020	\$748,130.00

- b) This annual amount shall be disbursed in twelve (12) equal monthly installments by the County with the first payment due on January 10<sup>th</sup> of each year and with subsequent payments due on the 10<sup>th</sup> day of each succeeding month for that fiscal year.

6. Ambulances and Medical Equipment. The County will provide \$200,000 over the term of this Agreement for the capital purchase of an ambulance. The County will guarantee approval for purchase of one ambulance. The City will pay the vendor direct for the purchase of an ambulance and invoice the County 15 days prior to the receipt of the ambulance. The City anticipates purchasing an ambulance in 2019.

- a) If, during the term of this Agreement, additional ambulances and their equipment are needed to increase the current fleet of four (4) ambulances, the County will consider the commitment of funds.
- b) All ambulances and medical equipment purchased by the County Ambulance Fund, titled to or used by the City, when no longer needed for providing ambulance service shall be returned to the County or disposed of in such manner as the County may direct.

- c) If this Agreement is not renewed or is cancelled by either party, then all the ambulances and medical equipment shall be returned to the County. If the City elects to continue providing emergency medical services, the City can retain one ambulance and its medical equipment for that use. The City will continue to receive EMS equipment and EMS training provided to all first responder programs in the County and purchased from the County's Ambulance Fund if the City provides emergency medical services.
- d) If the City has provided any additional capital funding for the purchase of the ambulances and/or medical equipment that were purchased with County Ambulance Funds and those items are returned as a result of this Agreement not being renewed or cancelled, the City shall receive payment in the amount determined by depreciation schedule maintained by the City in f).
- e) If, during the term of this Agreement, the City seeks additional funds for ambulance operating equipment, it may make such a request in accordance with the following procedure:
  - (i) The City shall first have expended all disbursements received from the County.
  - (ii) If, based upon its review of the information, the County's Ambulance Committee determines that purchase of the additional equipment is warranted, it shall request approval of the County Board to purchase the equipment subject to available funds, the County will pay 100 percent of those capital items.

If the City determines that the amount of funds provided for herein will not be adequate to purchase a new ambulance compatible with the City's existing fleet of ambulances and level of service, the City shall have the right to seek additional funding from the County and the County shall have the right to seek additional funding from the County and the County shall have the right to provide requested additional funding subject to the County's adopted budget, and subject to the County's right to obtain quotes on the open market for ambulances compatible with the City's existing fleet of ambulances and levels of service to determine the best available price for the ambulance.

- f) The City shall place all ambulances and medical equipment into an inventory system purchased by the Ambulance fund and the County provided an annual updated list of that inventory of equipment. The

City shall depreciate the ambulances over a useful life of eight (8) years and all medical equipment costing more than \$1,000 over its useful life.

- g) If a fee is charged by the hospital pharmacy for restocking of drug boxes and/or drug kits used in providing emergency care for County residents, such fees shall be paid or reimbursed by the County from ambulance funds up to a cap of \$10,000/year.

- 7. Ambulance Fees. If current Medicare, Medicaid, Blue Cross/Blue Shield or third party private payer (except assignment) reimbursement programs are changed so as to affect those agencies payment program for services which affects the Ambulance Fee Schedule, then both parties agree to amend the Ambulance Fee Schedule for ambulance services to reflect those changes, so that the then prevailing ambulance fees shall be maintained. The City shall notify the County of any changes of ambulance fees. If the increase in fees is greater than five (5) percent, the County shall respond within 30 days. If no response, those changes in fees shall be adopted. The City shall be solely responsible for billing and collecting ambulance fees. As permitted by section 1128(b)(7) of the Social Security Act, the City shall provide a \$200 residency discount against co-pays and/or deductibles for emergency services provided to any resident of Alpena County.
- 8. Liability. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the County shall be the responsibility of the County, and not the responsibility of the City, if the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the County, its officers, employees or agents, provided that nothing herein shall be construed as a waiver of any immunity that has been provided to the County, its officers, employees, or agents by statute or court decisions.

All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, of the City in the performance of its responsibilities under this Agreement shall be the responsibility of the City and not the responsibility of the County if the liability, loss or damage is caused by or arises out of, the actions or failure to act on the part of the City, its officers, employees or agents provided that nothing herein shall be construed as a waiver of any immunity the City, its officers, employees or agents may have by statute or court decisions.

In the event of liability to third parties, loss or damage arises as a result of activities conducted jointly by the County and the City in fulfillment of their responsibilities under this Agreement, such liability, loss or damage shall be borne by the County and the City in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any



immunity by the County, the City or their officers, employees or agents, respectively, may have as provided by statute or court decisions.

9. City's Insurance. The City shall name the County as additional insured and provide proof to the County, prior to the effective date of this Agreement, and shall maintain throughout the term of this Agreement, insurance as follows:
  - a) Worker's Disability Compensation Insurance. Including Employer's Liability Coverage with a minimum of \$500,000 on coverage, and further as required by Michigan law.
  - b) General Liability Insurance. Coverage limits of not less than One Million Dollars (\$1,000,000) on a per occurrence basis and/or an aggregate combined single-limit for personal injury, bodily injury and property damage.
  - c) Professional Liability. With limits of not less than One Million Dollars (\$1,000,000) coverage per occurrence.
  - d) Motor Vehicle Liability. Including Michigan no-fault coverages, with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence combined single-limit bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles and hired vehicles.
  - e) Proof of Insurance Coverage. The City shall provide proof of the insurance required pursuant to this section to the County Clerk at 720 Chisholm Street, Alpena, Michigan 49707, prior to the effective date of this Agreement. If any of the coverages provided for in this section expire during the term of this Agreement, the City shall deliver renewal certificates of insurance to the County ten (10) days prior to the expiration date.
10. County's Insurance. The County shall name the City as an additional insured and provide proof to the City, prior to the effective date hereof and shall maintain throughout the term of this Agreement, insurance as follows:
  - a) General Liability Insurance. Coverage limits of not less than One Million Dollars (\$1,000,000) on a per occurrence basis and/or an aggregate combined single-limit for personal injury, bodily injury and property damage.
  - b) Proof of Insurance Coverage. The County shall provide proof of the insurance required pursuant to this section to the City Clerk at 208 N. First Avenue, Alpena, Michigan 49707, prior to the effective date of this

Agreement. If any of the coverages provided for in this section expire during the term of this Agreement, the City shall deliver renewal certificates of insurance to the County ten (10) days prior to the expiration date.

11. The City shall provide EMS continuing education classes for Alpena County medical first responders. A minimum of six (6) state-approved credits shall be awarded each year. This service shall be provided at no additional cost to the County or to the participants.
12. The City may provide medical first responder or emergency medical technician initial training. If such training is conducted, participant communities shall be eligible for reimbursement pursuant to existing policies.
13. During the term of this agreement, all ambulances and personnel funded in part or in whole by the County shall bear markings that include the words "Alpena County", and the City shall be authorized to identify the ambulance operation as "Alpena County EMS".
14. Care and Custody of the County. Inmates in the care of the Alpena County Sheriff will be transported for a flat fee of two hundred and fifty dollars (\$250.00), per run, for the life of this Agreement.
15. No Assignment. Neither party may assign or encumber directly or indirectly any interest in this Agreement without the prior written approval of the respective other party. Furthermore, neither party may subcontract or delegate any of the services required to be provided pursuant to Sections 2, 3 and 4 of this Agreement, or its obligations hereunder, without first obtaining the prior written approval of the respective other party.
16. Independent Contractor. For all purposes relative to this Agreement, the parties acknowledge that the City's relationship with the County is and shall be construed to be that of an independent contractor.
17. Non-Waiver of Breach. Failure by either party to insist upon strict compliance or performance of any covenant, term or condition of this Agreement or failure to exercise any right, term or remedy in relation to a breach thereof, shall not constitute a waiver of any such covenant, term or condition of this Agreement and the same shall continue in full force and effect with respect to any such provision or remedy.
18. Governing Law, Compliance with Laws, Protocols, Rules and Regulations. This Agreement shall be governed by and construed in accordance with the laws of State of Michigan, applicable local medical control authority protocols, and other applicable laws and regulations as lawfully adopted from time to time.

The parties to this Agreement, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms conditions, or privileges or employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

19. Financial Reporting. This contract pays for the costs specified in Attachment A and no cash true up will take place.
20. Effect on Invalidity. If any provision of this Agreement shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
21. Term. The term of this Agreement shall be from January 1, 2019 to December 31, 2020. Notwithstanding the preceding sentences, this Agreement may be terminated upon mutual written agreement of both parties hereto. Each party's obligations pursuant to Section eight (8) shall survive any termination of this Agreement. Given that this agreement expires in 2020, it is the intent of both parties to renegotiate the agreement in good faith, and continue providing ambulance services with the City of Alpena beyond this date.
22. Accounts Receivable. If this Agreement is not renewed or is terminated by either party, the Accounts Receivable of the ambulance service will be shared as follows: Affected employees who would be laid off and collect Unemployment Benefits, that actual cost would be deducted from receipts of the Account Receivable. Then the remaining balance collected given equally to both parties.
23. Compliance with Health Insurance Portability and Accountability Act. The City, its Ambulance Department, personnel and anyone it may contract with for services who may have access to records protected by the Health Insurance Portability and Accountability Act (HIPAA) shall comply with all applicable requirements of HIPAA and rules and regulations which are promulgated pursuant thereto. Breach of this section shall be a material breach of this Agreement.
24. Not a Third Party Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.
25. Amendment of Agreement. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

26. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
27. Complete Agreement. This Agreement and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either of the parties hereto.
28. Termination by Either Party. Either party may terminate this Agreement in the event that the respective other party, or any officer, employee or agent of that party, breaches any term, covenant or condition of this Agreement, or otherwise violates any law, rule, regulation, protocol, statute, standard, guideline, operational procedure or licensing requirement, as such may be amended from time to time, of any governmental entity with jurisdiction over the services to be provided in accordance with this Agreement. Written notice of the terminating party's election to terminate the Agreement shall be provided to the respective other party. The respective other party shall thereafter have thirty (30) days from the date of the terminating party's notice to cure and remedy any breach of this Agreement. If the respective other party fails to cure and remedy the breach within the thirty (30) days provided for, the Agreement shall be terminated and of no force or effect.
29. Certification of Authority to Sign Agreement. The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties, and that this Agreement has been authorized by said parties.
30. This agreement is contingent upon the renewal of the Alpena County ambulance millage. In the event that the millage does not remain in force, this agreement will be considered terminated and not binding upon either party. The City shall continue to provide services and the County shall continue to pay for such services until available funding is exhausted.

IN WITNESS, County and City have caused this Agreement to be signed the day and year first above written.

WITNESSES:

County of Alpena

\_\_\_\_\_/\_\_\_\_\_  
Tammy Sumerix-Bates      Date  
Executive Manager

\_\_\_\_\_/\_\_\_\_\_  
Brad McRoberts      Date  
Chairman of the Board

\_\_\_\_\_/\_\_\_\_\_  
Carla Kowalski      Date  
Chief Deputy Clerk

\_\_\_\_\_/\_\_\_\_\_  
Bonnie Friedrichs      Date  
County Clerk

WITNESSES:

City of Alpena

\_\_\_\_\_/\_\_\_\_\_  
Greg Sundin      Date  
City Manager

\_\_\_\_\_/\_\_\_\_\_  
Matthew J. Waligora      Date  
Mayor

\_\_\_\_\_/\_\_\_\_\_  
Leilan Bruning      Date  
Deputy City Clerk

\_\_\_\_\_/\_\_\_\_\_  
Anna Soik      Date  
City Clerk




# Memorandum

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Date: March 13, 2019

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

Copy: Greg Sundin, City Manager

From: Rich Sullenger, City Engineer 

Subject: Downtown Bike Parking Improvements

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The City has been evaluating the potential for installing bike parking facilities within the downtown area. The concept behind this is to reduce the number of other bike racks/planters that have been used in and throughout the downtown area in the past, thus opening the sidewalk area for pedestrian use and activities.

To that end, the Engineering Department investigated various covered bike facilities, locations, solicited pricing for the structures, and evaluated costs for installation. Locations were evaluated with three locations selected, two of which would be done as a phase I of the project with the third location to be further evaluated as well as usage of the first two facilities installed. The locations selected for the first two installs are adjacent to the DDA building and at the corner of Second Avenue and Carter Street as part of that intersection reconstruction. Graphics of these are attached to this memorandum.

This information regarding style, location, and cost was then presented to the DDA design committee, DDA parking committee, and the full DDA board. All entities concurred that the lowest cost structure was also the most aesthetic and provided what the City and these entities were looking for in a bike parking structure.

When this project was discussed with the full DDA board, the City also solicited financial commitment towards this project. The DDA Board unanimously supported the concept and committed \$10,000 for bike parking installation costs. The City has budgeted \$15,000 towards this project which can be completed within this \$25,000 budget.

City staff is hereby requesting authorization, from City Council, to proceed forward with this project. The City would purchase the structures directly and utilize existing contract unit items from annual or other contracted projects to complete the installation and the other items of work.





	Velodome		
DDA Building	9' x 12'	VeloPark Single	
Appx 9'x13' Area	4 racks - 8 bikes	Shelter	\$6,475.00
		Racks	\$516.00
			<b>\$6,991.00</b>

Second at Carter	9' x 15'	VeloPark XL - Single	
Appx 9'x18' Area	5 racks - 10 Bikes	Shelter	\$8,472.00
		Racks	\$645.00
			<b>\$9,117.00</b>

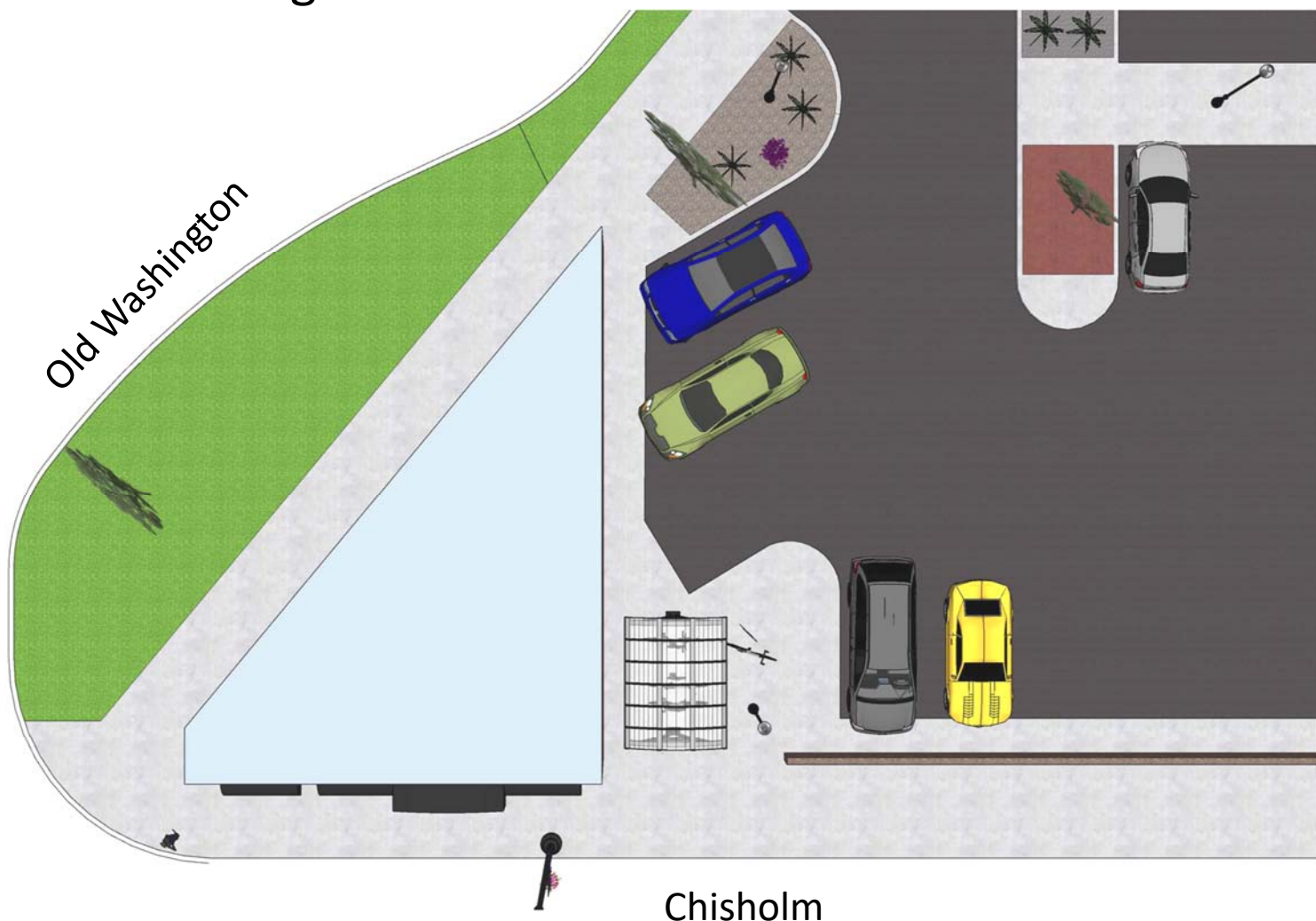
Freight			<b>\$1,264.67</b>
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<b>Phase One Total</b>	<b>\$17,372.67</b>		
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# DDA Building—Overhead & Above

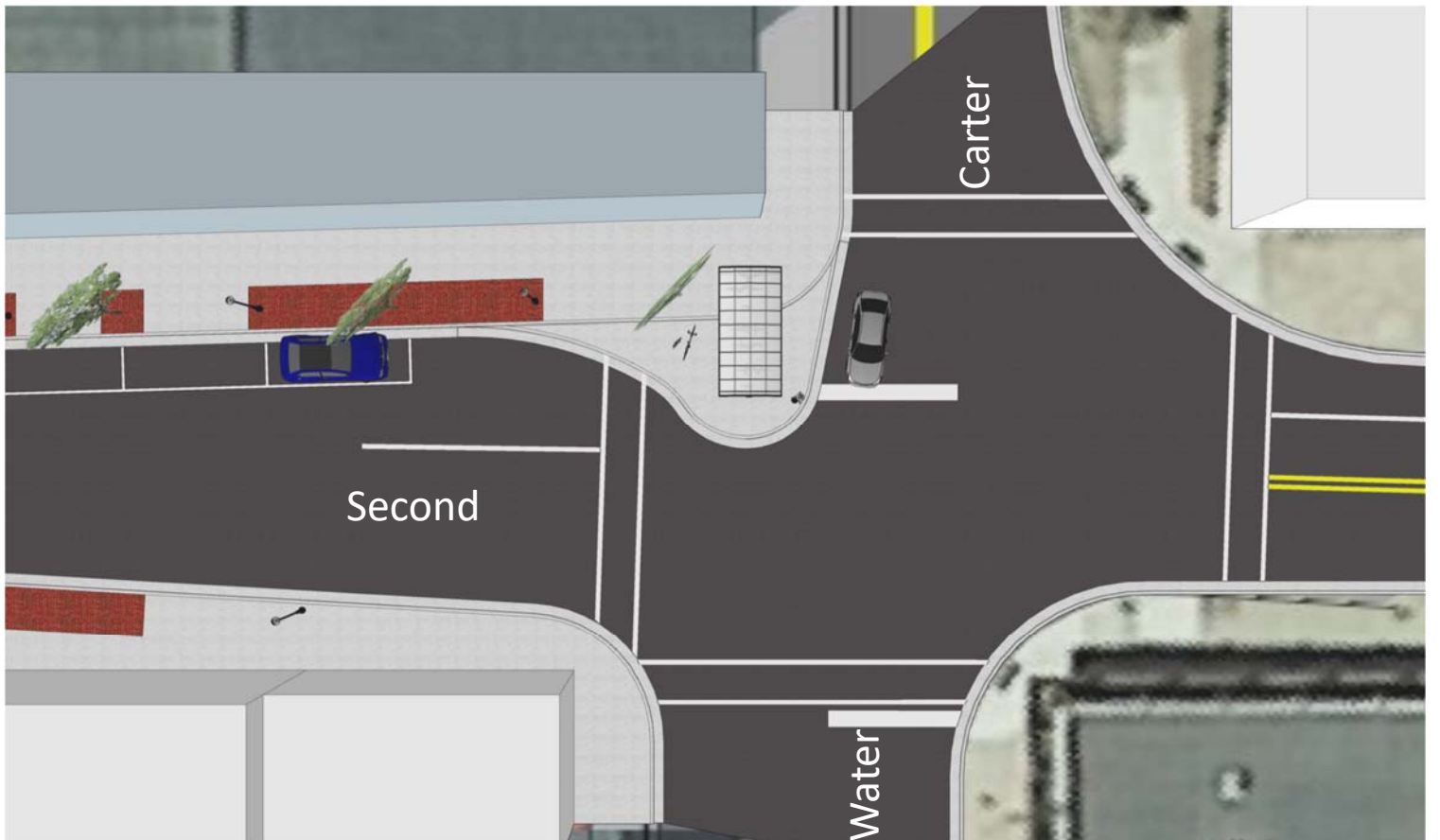
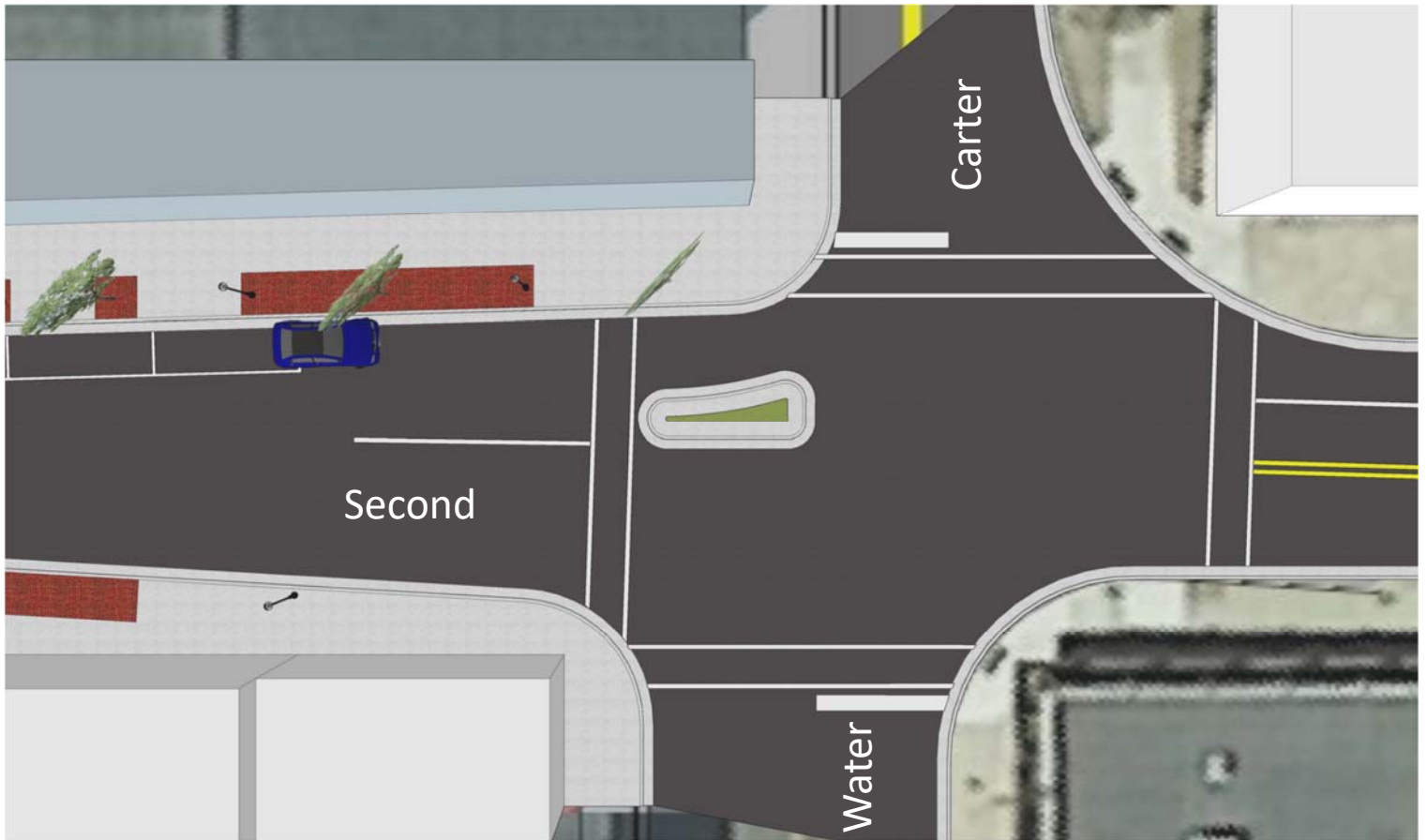




# DDA Building—From Culligan Plaza Parking Lot



## Second at Carter—Overhead (Existing and Proposed)



## Second at Carter—Looking North (Existing and Proposed)





## Second at Carter—Looking South (Existing and Proposed)

