

**A Meeting of the Building Authority Commission Will Take Place in the Committee Room at 5:45 p.m.**

**ALPENA CITY COUNCIL MEETING**

**June 19, 2023 – 6:00 p.m.**

**AGENDA**

The Meeting Will be Held In-Person at City Hall. The Meeting Can Be Viewed Virtually with the Login Information as Follows:

**From a Computer, Tablet or Smartphone:** <https://www.gotomeet.me/CityofAlpena>

**Dial in Using a Phone:** United States: [+1 \(646\) 749-3112](tel:+16467493112)

**Access Code:** 667-050-061

1. Call to Order.
2. Pledge of Allegiance.
3. Approval of and Proposed Modifications to the Agenda.
4. Approval of the Minutes – Regular and Closed Sessions of June 05, 2023.
5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
6. Public Hearing.
7. Consent Agenda.
  - A. Bills to be Allowed, in the Amount of \$426,217.78, and Authorize Mayor Waligora and Clerk Soik to Sign.
  - B. Modify the Budget Adoption Resolution that was Approved on June 05, 2023, to Change the Date to July 01, 2023, for Which the Revised Fees Become Effective.
  - C. Approval of the Service Agreement with the Huron Humane Society for the Period of July 01, 2023, to June 30, 2024.
  - D. Approval of the Service Agreement with the Target Alpena Development Corporation for the Period of July 01, 2023, to June 30, 2024.
  - E. Approval of the Service Agreement with the Thunder Bay Arts Council for the Period of July 01, 2023, to June 30, 2024.
8. Presentations.
9. Announcements.
10. Mayoral Proclamation.
11. Report of Officers.
  - A. First Reading of Ordinance No. 23-493 Which Amends the City of Alpena Zoning Map – Bill Pfeifer, City Attorney.
  - B. Attorney's Fees for Water and Sewer Litigation – Bill Pfeifer, City Attorney.
12. Communications and Petitions.
13. Unfinished Business.

14. New Business.
15. Adjourn to Closed Session to Discuss Collective Bargaining Agreements for the Police Command and Patrol Units.
16. Return to Open Session.
17. Adjournment.

A handwritten signature in blue ink that reads "Rachel K. Smolinski". The signature is written in a cursive, flowing style.

Rachel Smolinski  
City Manager

## **COUNCIL PROCEEDINGS**

**June 05, 2023**

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

Present: Mayor Waligora, Mayor Pro Tem Johnson, Councilmember Mitchell, Councilmember Nowak, and Councilmember Walchak.

Absent: None.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **APPROVAL OF THE AGENDA**

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

Motion carried 5-0.

### **MODIFICATION TO THE AGENDA**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to remove the bills to be allowed [from the consent agenda] and move them to under "New Business" as item C.

Motion carried 5-0.

### **MINUTES**

The minutes of the regular and closed sessions of May 15, 2023, and special session of June 01, 2023, were approved as printed.

### **CONSENT AGENDA**

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

- A. Approval of the 2022 Industrial Facility Tax Monitoring Reports.
- B. Approval of outdoor concerts located in the alley beside the Fresh Palate for June 17, 24, & 30, 2023; July 1, 8, 22, & 28, 2023; August 12, 19, and 25, 2023; and a street party on October 7, 2023. Also, approval of a noise variance on the same dates from 10 p.m. to 12

a.m.

- C. Approval of contract modification no. 1 for custodial services contract to expire December 31, 2023, with current facility cleaning rates and special cleaning project rates remaining the same.
- D. Approval of the 2023 tax rate request and authorize Mayor Waligora and Clerk Soik to sign.
- E. Receive and file the 2022 Park Family Foundation annual accounting of events.

Motion carried 5-0.

### **PROCLAMATION**

Mayor Waligora proclaimed June 11-17, 2023, as Alpena Blues Week in the City of Alpena.

### **ORDINANCE NO. 23-491**

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, to approve Ordinance No. 23-491, [which amends the City of Alpena zoning map].

Motion carried 5-0.

### **ORDINANCE NO. 23-492**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve Ordinance No. 23-492 [which amends Chapter 38, Fire Prevention and Protection and each article thereunder by repeal of same and adoption of new language in lieu thereof].

Motion carried 5-0.

### **WATER AND SEWER RATES RECOMMENDATION**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the water and sewer rate increases for fiscal year 23/24, as presented.

Motion carried 5-0.

### **ADOPTION OF FISCAL YEAR 23/24 BUDGET**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to adopt the budget adoption resolution for [fiscal year] 23/24.

Motion carried 5-0.

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to adopt Resolution No. 2023-05, [which appropriates funds for the approved 23/24 budget, and which sets the

2023 millage rates, and authorizes the City Treasurer to collect the 2023 property taxes].

Motion carried 5-0.

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to adopt the amended budget for fiscal year 22/23.

Motion carried 5-0.

### **BILLS TO BE ALLOWED**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, for bills to be allowed in the amount of \$384,392.41 and authorize Mayor Waligora and Clerk Soik to sign.

Motion carried by 5-0.

### **RECESS**

The Municipal Council recessed from 6:25 p.m. to 6:28 p.m.

### **RECONVENE IN CLOSED SESSION**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to adjourn to closed session to discuss: (1) ongoing litigation in MTT case no. 22-000432 TATT Holdings, LLC v City of Alpena, and (2) ongoing litigation in case no. 14-6077-CK City of Alpena v Township of Alpena.

Motion carried 5-0.

### **RECONVENE IN OPEN SESSION**

The Municipal Council reconvened in open session at 7:37 p.m.

### **ADJOURNMENT**

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Nowak, the Municipal Council adjourned at 7:38 p.m.

Matthew Waligora  
Mayor

ATTEST:

Anna Soik  
City Clerk

## INVOICE REGISTER

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POST DATES 06/20/2023 - 06/20/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 OPEN

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A-1 TREE SERVICE	23-165	BAGGED LAWN & LEAF PICK UP 06/23	10,100.00
A-1 TREE SERVICE	23-132	BAGGED LAWN & LEAF PICK UP 05/23	10,100.00
AIRGAS USA LLC	9997272598	CYLINDER RENTAL - DPW	75.57
AIRGAS USA LLC	9997310002	CYLINDER RENTAL - FIRE/EMS	20.61
AIRGAS USA LLC	9138238443	SUPPLIES - EMS DISP	51.16
AIRGAS USA LLC	9138179538	SUPPLIES - EMS DISP	8.17
ALL MARINE AND STORAGE LLC	496	TRAVEL LIFT/STORAGE SVCS - MARINA	1,497.64
ALLEGRA ALPENA	158562	SUPPLIES - POL	73.20
ALLEGRA ALPENA	158691	SUPPLIES - CODE ENF	153.52
ALLEGRA ALPENA	158651	SUPPLIES - MGR	223.11
ALPENA ACE HARDWARE	5382	MAINT - PARKS	6.99
ALPENA ACE HARDWARE	5378	MAINT - TRAILHEAD	5.59
ALPENA ACE HARDWARE	5416	SUPPLIES - CH	34.99
ALPENA ACE HARDWARE	5384	MAINT - SPLASH PARK	83.93
ALPENA ACE HARDWARE	5199	MAINT - PARKS	5.59
ALPENA AREA CHAMBER OF COMMERCE	24175	GMDA TICKETS - HR/CM/C/T/FIRE/EMS	40.00
ALPENA COUNTY TREASURER	061323	IT CONTRACTED SVCS 06/23	8,446.00
ALPENA COUNTY TREASURER	053123	PRE CHANGE ADMIN FEE	9.54
ALPENA COUNTY TREASURER	060123	PRE CHANGE ADMIN FEE	8.73
ALPENA DIESEL SERVICE	20153	VEH MAINT #455	61.75
ALPENA DIESEL SERVICE	77616	SUPPLIES - DPW	199.80
ALPENA POWER COMPANY	062023	ELECTRIC	20,416.67
ALPENA STREET PERFORMERS	124252	STREET PERFORMERS - DDA	750.00
ALPENA SUPPLY CO	S100517041.001	MAINT - STARLITE	33.28
ALPENA SUPPLY CO	S100516983.001	MAINT - PARKS	14.40
ALPENA SUPPLY CO	S100517082.001	MAINT - PARKS	52.20
AMAZON CAPITAL SERVICES INC	1C94-WVDG-3RJX	SUPPLIES - BLDG	22.52
AMAZON CAPITAL SERVICES INC	14DD-X4M6-CYTP	UNIFORMS - FIRE/EMS	112.65
AMAZON CAPITAL SERVICES INC	11JY-HYR9-1QTC	SUPPLIES - MARINA	54.44
AMAZON CAPITAL SERVICES INC	1H97-VW3W-9JR3	UNIFORMS - FIRE/EMS	99.95
AMAZON CAPITAL SERVICES INC	1MKK-GNFP-MJMD	UNIFORMS - FIRE/EMS	(112.65)
BALL TIRE & GAS INC	217417	VEH MAINT #27	20.00
BALL TIRE & GAS INC	217718	VEH MAINT #66	20.00
BALL TIRE & GAS INC	217911	VEH MAINT #65	379.63
BALL TIRE & GAS INC	218219	VEH MAINT - EQ	80.00
BALL TIRE & GAS INC	218290	VEH MAINT #101	20.00
BANDIT INDUSTRIES INC	904058	VEH MAINT #89	286.29
BENNY TRUPIANO	AP23-0468C	AMBULANCE REFUND	200.00
BERG ASSESSING & CONSULTING INC	23-0001113	ASSESSING CONTRACTED SVCS 06/23	7,366.00
BETTY SCHULTZ	AP23-0539C	AMBULANCE REFUND	121.75
BLARNEY CASTLE OIL COMPANY	1558191-IN	DIESEL FUEL PURCHASE - MARINA	724.79
BLARNEY CASTLE OIL COMPANY	1556048-IN	RECREATIONAL FUEL PURCHASE/MARINA	633.04
BOUND TREE MEDICAL LLC	84969570	SUPPLIES - EMS DISP	1,005.87
BOUND TREE MEDICAL LLC	84972608	SUPPLIES - EMS DISP	689.89
BOUND TREE MEDICAL LLC	84976907	SUPPLIES - EMS DISP	242.97
BRUCE TILLINGER	061223	MECH INSP SVCS	4,144.00
BRUCE TILLINGER	061223B	PLUMBING INSP SVCS 05/23	1,808.80
CARQUEST AUTO PARTS	481750	VEH MAINT - EQ	31.47
CARQUEST AUTO PARTS	482127	SUPPLIES - EQ	395.03
CARQUEST AUTO PARTS	482128	VEH MAINT - POL	2.62
CARQUEST AUTO PARTS	482129	VEH MAINT - FIRE/EMS	2.62
CARQUEST AUTO PARTS	482454	VEH MAINT - EQ	76.10
CARQUEST AUTO PARTS	482723	VEH MAINT #66	34.56
CARQUEST AUTO PARTS	482891	VEH MAINT - EQ	1,150.93
CARQUEST AUTO PARTS	483412	VEH MAINT #89	8.67
CARQUEST AUTO PARTS	483413	VEH MAINT #102	98.16
CARQUEST AUTO PARTS	483414	VEH MAINT #89	26.01
CARQUEST AUTO PARTS	483694	VEH MAINT - POL	24.78
CHARTER COMMUNICATIONS	0049027052723	FAX LINE - DPW	89.98
CHARTER TOWNSHIP OF ALPENA	061523	REIMB GARAGE NATURAL GAS - FIRE/EMS	46.23
CHEBOYGAN CEMENT PRODUCTS INC	100271	MAINT - PARKS	201.60
CHEMTRADE CHEMICALS US LLC	93545083	ALUMINUM SULFATE - WATER	5,872.75
CLEAR WATER LAKE MANAGEMENT INC	2938	ALGAE/WEED TREATMENT - MARINA	1,135.00
COLUMN SOFTWARE PBC	35725COA-0082	PRINTING/ADVERTISING - PDZ	57.92
COLUMN SOFTWARE PBC	2FBABA54-0001	PUBLISHING/ADVERTISING - C/T	204.44
CONTINENTAL LINEN SERVICE	70483 05/23	RUG/UNIFORM CONT 05/23	892.28
DANIELLE KNIGHT	060723	STARLITE DEPOSIT REFUND	100.00
DEAN ARBOUR FORD LINCOLN MERCURY	37955	VEH MAINT #102	538.37
DEAN ARBOUR FORD LINCOLN MERCURY	37816	VEH MAINT #102	673.63
DEBBIE VANMASSENHOVE	AP22-3938C	AMBULANCE REFUND	92.09
DECLAN HIGGINS	060523	WORK APPAREL/BOOT ALLOW - CEM	169.57
DOUGLAS ROZNOWSKI	1530	BOOT ALLOW - DPW	280.05

## INVOICE REGISTER

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POST DATES 06/20/2023 - 06/20/2023  
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VENDOR	INVOICE #	DESCRIPTION	AMOUNT
DTE ENERGY	062023B	NATURAL GAS - DDA	149.27
DTE ENERGY	062023	NATURAL GAS	3,627.65
EAGLE SUPPLY CO	125819	SUPPLIES - CH/POL/FIRE/EMS	106.60
EAGLE SUPPLY CO	125798	SUPPLIES - DPW	42.20
EMILY EDMONDS	AP23-0459C	AMBULANCE REFUND	200.00
ENTERPRISE FM TRUST	FBN4757243	CEHICLE LEASE - TRAVEL VEH/EQUIP FUND	7,607.30
ERIKA OSTRANDER	061323	STARLITE DEPOSIT REFUND	100.00
FASTENAL COMPANY	MIALP199347	VEH MAINT - EQ	197.44
FITZPATRICK'S HARDWARE	5502069	MAINT - MARINA	4.59
FITZPATRICK'S HARDWARE	5502296	STORES - SHOVEL/RAKE	218.94
FITZPATRICK'S HARDWARE	5502628	MAINT - DPW	49.98
FITZPATRICK'S HARDWARE	5502633	SUPPLIES - CEM	20.98
FITZPATRICK'S HARDWARE	5502818	SUPPLIES - CEM	35.97
FITZPATRICK'S HARDWARE	5503484	MAINT - CEM	10.90
FITZPATRICK'S HARDWARE	5503545	MAINT - CEM	7.98
FITZPATRICK'S HARDWARE	5503810	MAINT - CEM	9.98
FITZPATRICK'S HARDWARE	5504435	MAINT - CEM	26.99
FITZPATRICK'S HARDWARE	5504973	SUPPLIES - CEM	12.58
FITZPATRICK'S HARDWARE	5505581	SUPPLIES - FIRE/EMS	45.97
FITZPATRICK'S HARDWARE	5506298	SUPPLIES/MAINT - DPW	35.98
FITZPATRICK'S HARDWARE	5507525	MAINT - MARINA	27.56
FITZPATRICK'S HARDWARE	5508490	SUPPLIES - MAJ ST	0.15
FITZPATRICK'S HARDWARE	5509207	SUPPLIES - MARINA	31.78
FITZPATRICK'S HARDWARE	5509264	MAINT - MARINA	54.09
FITZPATRICK'S HARDWARE	5509340	MAINT - MARINA	21.47
FITZPATRICK'S HARDWARE	5509611	VEH MAINT - EQ	8.21
FITZPATRICK'S HARDWARE	5511254	MAINT - MARINA	17.99
FRANCIS ROSINSKI	061223	ELECTRICAL INSP SVCS 05/23	1,904.00
FREESE HYDRAULICS & EQUIP REPAIR	43846	VEH MAINT #89	68.48
FRONTIER	2793 06/23B	TELEPHONE - POL/FIRE/EMS	124.84
FRONTIER	4175 06/23	TELEPHONE - PSF	40.50
FRONTIER	5445 06/23	TELEPHONE - PSF	96.20
FRONTIER	7204 06/23	ELEVATOR TELEPHONE - CITY HALL	58.25
FRONTIER	7430 06/23	TELEPHONE - LANDLINE	58.25
GALLS LLC	024587362	UNIFORMS - POL	147.98
GALLS LLC	024573656	UNIFORMS - FIRE/EMS	175.98
GALLS LLC	024425620	UNIFORMS - FIRE/EMS	106.95
GALLS LLC	024573478	UNIFORMS - FIRE/EMS	108.58
GALLS LLC	024573665	UNIFORMS - POL	280.00
GARANTS OFFICE SUPPLIES & PRINTING	72501	SUPPLIES - POL	325.00
GFL ENVIRONMENTAL	0061400897	DUMPSTER CHARGES 05/23	1,601.76
GLITZ & GLAMOUR BRIDAL & GIFTS	060123	UNIFORMS - POL	30.00
GREG NOWAK	060523	WORK APPAREL/BOOT ALLOW - DPW	233.44
HALLS SERV-ALL	053123	RENTAL FEES - PARKS	2,390.00
HANK LAFLEURE	061123	BOOT ALLOW - CEM	148.62
HUGH WRATH	061023	WORK APPAREL ALLOW - DPW	43.71
HURON ENGINEERING AND SURVEYING INC	5546	MAINT - MAJ ST	20,324.00
HURON ENGINEERING AND SURVEYING INC	5534	SURVEY - FAIR ST FROM WASHINGTON - 9TH	2,456.50
HURON VALLEY GUNS	253770	UNIFORMS - FIRE/EMS	89.76
INK AND TONER ALTERNATIVE	23-1710	SUPPLIES - IT	208.95
INK AND TONER ALTERNATIVE	23-1449	SUPPLIES - IT	110.97
INTERSTATE BATTERY MID MICHIGAN	23432268	VEH MAINT - EQ	260.00
INTERSTATE BATTERY MID MICHIGAN	23432495	VEH MAINT - EQ	114.00
JWC ENVIRONMENTAL INC	112223	MUFFIN MONSTER CUTTER - SEWER	20,960.49
KATHY WEAVER	AP23-0862C	AMBULANCE REFUND	539.35
KELLY WATSON	03-854	BOOT ALLOW - DPW	216.45
KENDALL ELECTRIC INC	S112950476.001	MAINT - LIGHTS	25.60
KENDALL ELECTRIC INC	S112818069.002	MAINT - LIGHTS	982.40
KENDALL ELECTRIC INC	S112895534.002	MAINT - LIGHTS	(380.73)
KENDALL ELECTRIC INC	S113051027.001	MAINT - LIGHTS	127.50
L & S TRANSIT MIX	264311	MAINT - MAJ ST	193.25
LEFAVE PHARMACY INC	82835	SUPPLIES - EMS DISP	166.34
LOIS KAY CONTRACTING CO	18449	MAINT - MAJ ST	5,120.50
MACARTHUR CONSTRUCTION INC	2369	MAINT - SEWER	900.00
MACARTHUR CONSTRUCTION INC	2373	MAINT - SEWER	5,500.00
MACARTHUR CONSTRUCTION INC	2372	MAINT - WATER	4,500.00
MACARTHUR CONSTRUCTION INC	2370	MAINT - WATER	5,250.00
MACARTHUR CONSTRUCTION INC	2371	MAINT - WATER	5,500.00
MACARTHUR CONSTRUCTION INC	2375	VALVE INST/MAINT - WATER	18,225.80
MACARTHUR CONSTRUCTION INC	2374	MAINT - WATER	5,500.00
MANAGEMENT & BEHAVIOR	13048	EMP EVALUATION - FIRE/EMS	1,584.00
MARIAH BRANCHEAU	061023	FLOWER FEST/SUPPLIES - DDA	741.74

# INVOICE REGISTER

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POST DATES 06/20/2023 - 06/20/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
MERIDIAN CONTRACTING SERVICES LLC	2488	DOOR INSTALLATION - WTP	6,167.00
MHR BILLING SERVICES	4382	BILLING 04/23 - EMS	4,958.93
MICHIGAN DEPARTMENT OF HEALTH	491-425200	QUALITY ASSURANCE ASSESSMENT	2,631.10
MICHIGAN STATE POLICE	551-618648	SOR REGISTRATION - POL	120.00
MILLER OFFICE MACHINES	AR24427	COPIER MAINT - CITY HALL	51.91
MILLER OFFICE MACHINES	AR24426	COPIER MAINT - PSF	169.22
MILLER OFFICE MACHINES	AR24593	SUPPLIES - DDA	28.81
MY MICHIGAN MEDICAL CENTER ALPENA	689	SUPPLIES - EMS DISP	765.00
NORTHERN CLEANING & MAINTENANCE	060123	MAINT - DDA	150.00
NORTHERN MICHIGAN UNIVERSITY	00414155	POLICE ACADEMY - POL	8,333.51
NYE UNIFORM COMPANY	852353	UNIFORMS - POL	238.00
OMEGA ELECTRIC & SIGN CO INC	27407	UNIFORMS - FIRE/EMS	34.00
OMEGA ELECTRIC & SIGN CO INC	27423	SUPPLIES - DDA	79.92
OMEGA ELECTRIC & SIGN CO INC	27472	UNIFORMS - FIRE/EMS	24.00
OVERHEAD DOOR CO OF ALPENA INC	62696	MAINT - WWTP	817.00
PLOWMANS COLLISION	052323	ACCIDENT REPR - FIRE/EMS	1,127.19
PLOWMANS COLLISION	032423	ACCIDENT REPAIR - FIRE/EMS	1,505.23
PRESQUE ISLE ELECTRIC & GAS CO	5633800001 06/23	ELECTRIC - AIR BASE	81.97
PROPANE PLUS, INC	123616 06/23	PROPANE - CEMETERY	370.01
PROPANE PLUS, INC	642916 06/23	PROPANE - TRAILHEAD	381.42
R W MERCER COMPANY INC	232003	MAINT - MARINA	2,746.50
RILEY LANGLOIS	053123	SAFETY SHOE ALLOW - DPW	100.00
ROBERT KEEN	AP23-0330C	AMBULANCE REFUND	175.81
SCOTT MACKENZIE	AP23-0264C	AMBULANCE REFUND	100.10
SHARON CHURCH	AP23-0430C	AMBULANCE REFUND	138.91
SHI INTERNATIONAL CORP.	B16950739	HP ELITE DRAGONFLY	1,612.00
SHIELD OCCUPATIONAL HEALTH	16138	DRUG SCREEN - DPW	30.00
SHIRLEY MACKENZIE	AP22-4046C	AMBULANCE REFUND	683.00
SIRCHIE ACQUISITION CO LLC	0594800-IN	SUPPLIES - POL	75.50
SOLUCIENT SECURITY SYSTEMS	533420	MAINT - DPW	113.70
STANDARD ELECTRIC CO	4076587-00	MAINT - LIGHTS	111.08
STANDARD ELECTRIC CO	4076618-00	MAINT - LIGHTS	47.40
STANDARD ELECTRIC CO	4076668-00	MAINT - MICH-E-KE-WIS	211.19
STANDARD ELECTRIC CO	4076868-00	MAINT - MICH-E-KE-WIS	14.46
STANDARD ELECTRIC CO	4077809-00	MAINT - LIGHTS	29.62
STANDARD ELECTRIC CO	4078154-00	MAINT - LIGHTS	16.33
STATE OF MICHIGAN	CARE1591REIM2301	CONST - MAJ ST/N RIPLEY BLVD	139,940.77
SUPERIOR FABRICATING INC	15847	VEH MAINT #91	1,095.00
SUPERIOR IMAGE CLEANING	12419	CUSTODIAL SERVICES - MARINA	602.00
SUPERIOR IMAGE CLEANING	12435	CUSTODIAL SERVICES - STARLITE	1,211.31
SUPERIOR IMAGE CLEANING	12438	CUSTODIAL SERVICES - WOODWARD	1,506.80
THE SHERWIN WILLIAMS CO	4370-1	MAINT - MARINA	171.27
THE SHERWIN WILLIAMS CO	5381-7	MAINT - CH	93.60
THUNDER BAY BLOCK PRODUCTS	23-3802	BLOCK PICK UP - MAJ ST	375.00
THUNDER BAY ELECTRIC INC	232855	TRAFFIC SIGNAL MAINT - MAJ ST	147.50
THUNDER BAY ELECTRIC INC	232812	MAINT - LIGHTS	4,937.48
THUNDER BAY ELECTRIC INC	232854	MAINT - LIGHTS	248.97
TRANSUNION RISK AND ALTERNATIVE	200116-202305-1	SUBSCRIPTION - POL	75.00
TRUE NORTH THREADS LLC	2638	UNIFORMS - INSP	142.04
TRUE NORTH THREADS LLC	2652	SUPPLIES - POL	40.00
VICKI PIONTKOWSKI	AP23-0355C	AMBULANCE REFUND	100.89
VISA/ELAN FINANCIAL SERVICES	5087 06/23	SUPPLIES/LOG-IN - MGR/IT	17.94
VISA/ELAN FINANCIAL SERVICES	1418 06/23	SUPPLIES/MAINT/FEES - MARINA/PARKS	1,684.82
VISA/ELAN FINANCIAL SERVICES	4688 06/23	LODGING/MEALS - INSP	346.20
VISA/ELAN FINANCIAL SERVICES	4503 06/23	SEC CAM - IT	17.99
VISA/ELAN FINANCIAL SERVICES	7661 06/23	LODGING/MEALS/VEH MAINT - TREASURER	313.59
VISA/ELAN FINANCIAL SERVICES	0336 06/23	SUPPLIES/CONT ED/FEES/TRACKER - FIRE/E	985.24
VISA/ELAN FINANCIAL SERVICES	3610 06/23	COMM PROMO/BEAUTIFICATION/SUPP/FEES	3,474.82
VISA/ELAN FINANCIAL SERVICES	0572 06/23	LODGING/MEALS - POLICE	893.44
WALMART-CAPITAL ONE	050223	CRR TRUCK - FIRE/EMS	99.76
WEBER SCIENTIFIC	50118867	AUTOCLAVE MARKET FORGE STERILIZER	16,875.76
WELLS FARGO	5025384150	COPIER LEASE - DDA	181.36
WILLIAM GOHL III	060623	UNIFORMS - POL	143.05
WITMER PUBLIC SAFETY GROUP	INV268518	UNIFORMS - FIRE/EMS	264.54

**Total: 412,655.16**

CHECKS RAN ON 06/12/23 (BREAKDOWN OF INVOICES PAID ATTACHED)

13,562.62

TOTAL FOR 06/19/23 COUNCIL MEETING

426,217.78



**INVOICE REGISTER**

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EXP CHECK RUN DATES 06/12/2023 - 06/12/2023

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
CITY OF ALPENA	213-001 05/23	SEW/WATER - MCRAE PK	283.62
CITY OF ALPENA	214-001 05/23	SEW/WATER - MCRAE PD CONC STAND	158.98
CITY OF ALPENA	214-007 05/23	SEW/WATER - 9TH AVE TWR	40.00
CITY OF ALPENA	4524-001 05/23	SEW/WATER - LONG LAKE COLD STORAGE	77.82
CITY OF ALPENA	6431-002 05/23	SEW/WATER - N RIVERFRONT DOG PK	40.00
CITY OF ALPENA	6432-001 05/23	SEW/WATER - LONG LAKE AVE	758.50
CITY OF ALPENA	8111-002 05/23	SEW/WATER - STARLITE SPLASH PARK	40.00
WEX BANK/SPEEDWAY	89704964	GAS/FUEL-POL/FIRE/EMS/EQ/VEOLIA	12,163.70
		<b>Total:</b>	<b>13,562.62</b>

# Memorandum



**To:** Mayor Waligora and Municipal Council  
**From:** Anna Soik, City Clerk/Treasurer/Finance Director *AS*  
**Date:** June 14, 2023  
**Re:** Correction to Budget Adoption Resolution

---

Upon further review of the budget adoption resolution that was approved on June 5<sup>th</sup>, the date is incorrect for the revised fees to take effect. The effective date should be July 1, 2023, not July 1, 2024.

Recommended motion: Modify the budget adoption resolution that was approved on June 5, 2023, to change the date to July 1, 2023 for which the revised fees become effective.

Thank you kindly.

## BUDGET ADOPTION RESOLUTION

2023-2024

Moved by Councilmember\_\_\_\_, seconded by Councilmember \_\_\_\_, that the 2023-24 Budget be adopted; that the Administrative Salaries and Fringe Benefits for 2023-24 be adopted; and that the Comprehensive Fee Schedule be adopted, with the revised fees effective July 1, 2024, and fees proposed for revision requiring an ordinance change be effective upon the effective date of the ordinance amendment.

Carried by vote as follows:

Ayes:

Nays:

Absent:

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 June 5, 2023.

Anna Soik  
City Clerk/Treasurer/Finance Director

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

This Agreement dated the 1st day of July 2023, by and between the **City of Alpena**, a Michigan Municipal Corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (hereinafter called the "City"), and the **Huron Humane Society, Inc.** a Michigan Non-Profit Corporation, whose address is 3510 Woodward Avenue, Alpena, MI 49707 (hereinafter called "Humane Society") provides for the provision of funding by the City in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

**I. RECITALS**

- A. The City of Alpena has approved funding in its 2023-24 fiscal year in the amount of \$22,500 to the Humane Society. Subsequent funding by the City will be dependent on the Humane Society's performance in implementing the Scope of Services in this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- B. The Humane Society, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement and the attached Scope of Services.
- C. The funding appropriations from the City to the Humane Society shall be used only for the purposes set forth in this Agreement and general administrative functions of the Humane Society necessary for it to operate and perform the specific activities included in the Scope of Services.

**II. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2023, and expire on June 30, 2024.

**III. CONTRACTUAL ACTIVITIES**

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

**IV. MONITORING REPORTS**

- A. The Humane Society shall provide Semi-Annual and Annual Reports in a format that clearly details progress made on the activities of the organization and in particular those activities and/or services specified in the Scope of Services of this Agreement. These reports shall be submitted no later than January 31 (Semi-annual) and July 31 (Combined Semi-Annual and Annual). Semi-annual reports shall cover the following periods:

- July-December
  - January-June (including Society tax return)
- B. Written reports shall be submitted to the City Clerk for distribution to City staff and City Council. Additionally, the Humane Society Executive Director and/or Board President shall present the reports to City Council at the direction of the City Clerk.

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

- A. Payments shall be made quarterly in July, October, January and April following the second City Council meeting of that month.
- B. Payments shall be (\$5,625) equal to one-quarter (1/4) of the Agreement amount, unless modified by the City in accordance with Paragraph D below.
- C. In the event the City determines that insufficient progress has been made on any of the activities included in the Scope of Services, the City shall provide written notice to the Humane Society of the specific deficiencies. Within fifteen (15) days of receipt of the notice the Humane Society shall notify the City in writing that the deficiencies have been corrected to the City's satisfaction or provide a plan acceptable to the City for rectifying the deficiencies. If the issues are not corrected by the Humane Society within the initial fifteen (15) day period, the City may withhold up to 15% of the payment until such explanation is received and accepted by the City as adequately addressing the issues raised. If the matter remains unresolved the City may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the City or terminate the Agreement in accordance with Section VI below.

**VI. TERMINATION OF THIS AGREEMENT**

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

**VII. AMENDMENTS TO THIS AGREEMENT**

- A. This Agreement, including the Scope of Services, may be amended only by the mutual written consent of both parties.

- B. Any increase in the monetary value of the Agreement shall be dependent on sufficient funding being available within the current City budget and approval of a corresponding budget amendment by City Council.

## **VIII. GENERAL CONDITIONS**

- A. Assignability

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

- B. Continuing Right of Enforcement

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

- C. Disclaimer and Hold Harmless Clause

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

- D. Liability for Damages and Disallowed Costs

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

- E. Bonding

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

F. Copyright

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

**IX. AGREEMENT ATTACHMENTS**

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

A. Scope of Services

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

CITY OF ALPENA, a Michigan Municipal Corporation

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

By: \_\_\_\_\_  
Anna Soik, City Clerk

WITNESSES:

\_\_\_\_\_

HURON HUMANE SOCIETY, a Michigan Non-Profit Corporation

By: \_\_\_\_\_  
Cindy Johnson, Board President

## **Attachment A.**

### **Scope of Services**

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

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



## **Services Agreement**

between

The City of Alpena and Target Alpena Development Corporation

This Agreement dated the 1<sup>st</sup> day of July, 2023, by and between the **City of Alpena**, a Michigan Municipal Corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (hereinafter called the “City”), and **Target Alpena Development Corporation**, a Michigan Non-Profit Corporation, whose address is 235 W. Chisholm Street, Alpena, MI 49707 (hereinafter called “Target Alpena”) provides for the provision of funding by the City in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

### **I. RECITALS**

- A. The City of Alpena has approved funding in its 2023-24 fiscal year in the amount of \$90,000 to Target Alpena. Subsequent funding by the City will be dependent on Target Alpena’s performance in implementing the Scope of Services in this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- B. Target Alpena, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement and the attached Scope of Services.
- C. The funding appropriations from the City to Target Alpena shall be used only for the purposes set forth in this Agreement and general administrative functions of Target Alpena necessary for it to operate and perform the specific activities included in the Scope of Services.

### **II. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2023, and expire on June 30, 2024.

### **III. CONTRACTUAL ACTIVITIES**

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

### **IV. MONITORING REPORTS**

- A. Target Alpena shall provide Semi-Annual and Annual Reports in a format that clearly details progress made on the activities of the organization and in particular those activities and/or services specified in the Scope of Services of this Agreement. These reports shall be submitted no later than January 10 (Semi-Annual), July 10 (Combined Semi-Annual and Annual). Reports shall cover the following periods:

- July-December
- January-June

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

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

- A. Payments shall be made quarterly in July, October, January and April following the second City Council meeting of that month.
- B. Payments shall be (\$22,500) equal to one-quarter (1/4) of the Agreement amount, unless modified by the City in accordance with Paragraph D below.
- C. In the event the City determines that insufficient progress has been made on any of the activities included in the Scope of Services, the City shall provide written notice to Target of the specific deficiencies. Within fifteen (15) days of receipt of the notice Target shall notify the City in writing that the deficiencies have been corrected to the City's satisfaction or provide a plan acceptable to the City for rectifying the deficiencies. If the issues are not corrected by Target within the initial fifteen (15) day period, the City may withhold up to 15% of the payment until such an explanation is received and accepted by the City as adequately addressing the issues raised. If the matter remains unresolved the City may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the City or terminate the Agreement in accordance with Section VI below.

#### **VI. TERMINATION OF THIS AGREEMENT**

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

#### **VII. AMENDMENTS TO THIS AGREEMENT**

- A. This Agreement, including the Scope of Services, may be amended only by the mutual written consent of both parties.

- B. Any increase in the monetary value of the Agreement shall be dependent on sufficient funding being available within the current City budget and approval of a corresponding budget amendment by City Council.

## **VIII. GENERAL CONDITIONS**

- A. Assignability

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

- B. Continuing Right of Enforcement

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

- C. Disclaimer and Hold Harmless Clause

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

- D. Liability for Damages and Disallowed Costs

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

- E. Bonding

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

F. Copyright

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

**IX. AGREEMENT ATTACHMENTS**

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

A. Attachment A, Scope of Services

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

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation

\_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_  
Anna Soik, City Clerk

WITNESSES:

TARGET ALPENA DEVELOPMENT CORPORATION, a Michigan Non-Profit Corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Nathan Skibbe, Board President

## **Attachment A.**

### **Scope of Services**

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

- Continue to work closely with the City Planning and Development Department on existing and future economic development projects, in particular the redevelopment of the former Alpena Power Company property, the development of a second new hotel in the City, the redevelopment of the former John Henry's Antique Mall, and securing a tenant for the former Ripley Street Station property.
- Continuation of marketing programs for Commerce Industrial Park, City-owned US 23 North property, and other City property as requested, including the involvement by local realtors as appropriate. Activities involving City-owned properties shall be jointly developed by the two parties.
- Continue efforts to capture additional investment in the Alpena area.
- Continue Target entrepreneurial support and loan programs.
- Continue to work with the MEDC attraction team in the recruitment of new businesses to the Alpena area as required.
- Work collectively within our relationship with the Alpena Area Chamber of Commerce to develop, promote and assist our local businesses in a way that lends itself to the open discussion of issues and report same to the City on a Semi-Annual and Annual basis.
- Proactively assist the DDA in its mission to maintain a healthy economic foundation and maximize the value proposition of downtown Alpena.
- Continue the selective recruitment of industrial, commercial, and service businesses to the Alpena area.
- Meet with Target Alpena Executive Director and/or Board President with city staff (City Manager, Planning and Development Director) as needed, but at a minimum of each quarter, to discuss issues of mutual interest and maintain open communications between the two parties.
- Assist the City with the sell or lease of the US 23 North parcel for economic development purposes.
- Provide Semi-Annual and Annual Reports providing a status update on each of the above services/activities, including successes, obstacles encountered and overall assessment of each service/activity. Semi-Annual and Annual reports will be presented at City Council meetings in accordance with Section IV.B of the Agreement.
- Perform Grant research, communication, and support for the City.
  - Lead grant writing efforts and submission of requested opportunities.
  - Coordinate and lead the process with appropriate City staff.

- Write the background sections and non-technical pieces of the grant.
  - Integrate the technical elements provided by City staff.
  - Coordinate the final edits and review process.
  - Submit on behalf of City / department if permissible.
- Provide grant compliance and reporting support to City staff as agreed upon for select awarded grants.
- Provide administrative and grant writing support to the Alpena Housing Task Force.
  - Take notes and distribute to the task force after each meeting.
  - Prepare agenda based on City / County input.
  - Coordinate task force meetings – send the materials and calendar invites.
  - Assist Leads with research / coordination as necessary.
  - Provide grant writing support to the task force as needed.
- Provide an annual funding request to City Council as part of the January Report.
- Provide each year's Target Alpena priority projects for the current calendar year with the January Semi-Annual Report.

**Services Agreement**  
between  
The City of Alpena and Thunder Bay Arts Council, Inc.

This Agreement dated the 1<sup>st</sup> day of July 2023, by and between the **City of Alpena**, a Michigan Municipal Corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (hereinafter called the “City”), and **Thunder Bay Arts Council, Inc.** a Michigan Non-Profit Corporation, whose address is 127 W. Chisholm Street, Alpena, MI 49707 (hereinafter called “TBAC”) provides for the provision of funding by the City in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

**I. RECITALS**

- A. The City of Alpena has approved funding in its 2023-24 fiscal year in the amount of \$1,000 to TBAC to fund sculptures to be placed within the City.
- B. Subsequent funding by the City will be dependent on TBAC’s performance in implementing this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- C. TBAC, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement.
- D. The funding appropriations from the City to TBAC shall be used only for the purposes set forth in this Agreement necessary for it to perform the specific activities included herein.

**II. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2023, and expire on June 30, 2024.

**III. CONTRACTUAL ACTIVITIES**

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

**IV. MONITORING REPORTS**

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

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

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

#### **VI. TERMINATION OF THIS AGREEMENT**

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

#### **VII. AMENDMENTS TO THIS AGREEMENT**

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

#### **VIII. GENERAL CONDITIONS**

- A. Assignability  
TBAC shall not subcontract, assign, or transfer any interest in this Agreement without the prior written consent of the City of Alpena.
- B. Continuing Right of Enforcement  
Failure of the City to enforce at any time any of the provisions of this Agreement or require at any time performance by TBAC of any of the provisions herein, shall not be construed as a



waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City to enforce its provisions.

C. Disclaimer and Hold Harmless Clause

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

D. Liability for Damages and Disallowed Costs

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

E. Bonding

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

F. Copyright

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

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

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation

\_\_\_\_\_

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

\_\_\_\_\_

By: \_\_\_\_\_  
Anna Soik, City Clerk

WITNESSES:

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

\_\_\_\_\_

By: \_\_\_\_\_  
Ann Diamond, TBAC Board President



City Hall  
208 North First Avenue  
Alpena, Michigan 49707  
[www.alpena.mi.us](http://www.alpena.mi.us)

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## **Planning, Development, & Zoning**

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**To:** Mayor and City Council Members  
**From:** Montiel Birmingham, Director  
**cc:** Rachel Smolinski, City Manager  
**Date:** June 14, 2023  
**RE:** Ordinance 23-493 Conditional Rezone 412 South 8th Ave

On June 13, 2023, a public hearing was held at the Planning Commission meeting to discuss a conditional rezone of 412 South 8<sup>th</sup> Ave from R-2 (Single Family) to R-T (Two Family); the applicant's original statement of conditions stated: *Convert from single family to duplex; two one-bedroom apartments*. The Planning Commission recommended approval of the conditional rezoning with a vote of 3-2.

Three attendees spoke in opposition to the rezoning, citing the blighting factors of the structure, health and safety concerns for future residents, and parking concerns.

Applicant is planning the following upgrades: new siding, new roof, new furnace, upgraded utilities, new hot water heater, new parking areas. The property owner agreed to a condition of approval to have the following exterior blighting factors remediated by January 1, 2024: new roof, new siding, new windows. Parking will be addressed via a curb cut off of 8<sup>th</sup> Ave to provide a driveway for the residence. Interior renovations will be inspected during renovation to ensure all Michigan Residential Building Code requirements are met from a building and health/safety standpoint.

**Recommendation:**

Motion to approve Ordinance 23-493 which conditionally rezones 412 South 8<sup>th</sup> Ave from R-2 to R-T.



# City of Alpena Ordinance No. 23- 493

## An ordinance to amend the City of Alpena Zoning Map.

City of Alpena, Alpena County, Michigan ordains:

### **SECTION 1: AMENDMENT TO THE CITY OF ALPENA ZONING MAP**

That the City of Alpena Zoning Ordinance Zoning Map is hereby amended as follows:

The parcel located at 412 South 8th St shall be conditionally rezoned from R-2 to R-T to allow for the legal conversion of the property to a duplex. Statement of Conditions is as follows and will be recorded with the register of deeds: *Convert single-family to duplex: two one-bedroom apartments*. An agreed upon condition of the approval by the Planning Commission and applicant was to have all blighting factors remediated (roof, siding, windows) by January 1, 2024.

### **SECTION 2: SEVERABILITY**

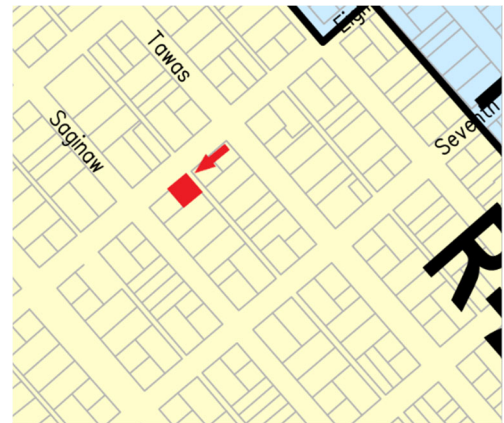
If any clause, sentence, paragraph or part of this Ordinance shall for any reason be finally adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment is rendered.

### **SECTION 3: SAVING CLAUSE**

The City of Alpena Zoning Ordinance, except as herein or heretofore amended, shall remain in full force and effect. The amendments provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

### **SECTION 4: EFFECTIVE DATE**

The ordinance changes shall take effect upon the expiration of seven days after the publication of the notice of adoption.



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

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

I, Anna Soik, Clerk/Treasurer/Finance Director for the City of Alpena, hereby certify that the foregoing is a true and correct copy of Ordinance No. 23-493 of the City of Alpena, adopted at a meeting of the Alpena City Council held on \_\_\_\_\_.

A copy of the complete ordinance text may be inspected or purchased at the Alpena City Hall, at 208 N. First Avenue, Alpena, Michigan.

First Reading: June 19, 2023

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_, subject to PA 110 of 2006 as amended.



City Attorney's Office  
William A. Pfeifer • City Attorney

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

### MEMORANDUM

TO: Mayor Matthew Waligora and Members of City Council  
FROM: William A. Pfeifer, City Attorney *WAP*  
CC: Rachel Smolinski, City Manager  
Anna Soik, City Clerk/Treasurer  
DATE: June 15, 2023  
SUBJECT: Billing for Water/Sewer Litigation

I am requesting payment of attorney fees in the amount of \$27,555.00. As you know, the water/sewer litigation and attendant meetings have taken a significant amount of time over the last many years. This request represents services provided from April of 2020 through May of 2023 – a three year period of time. A fair amount of the time in 2020 was spent on responding to the Township's Motion for Reconsideration filed in the Court of Appeals and preparing a response to the Township's Application for Leave to Appeal in the Michigan Supreme Court. I have not attached the actual billing to this memo as some of the information contained therein is protected under attorney-client privilege.

As you know, this litigation is complex and has required me to devote many hours of time outside of the ordinary duties of the City Attorney. I believe that the above amount is a fair and reasonable amount to be compensated for said services.

I am willing to answer any questions Council may have regarding the billings.

laa