

## **ALPENA CITY COUNCIL MEETING**

**June 20, 2022 – 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>

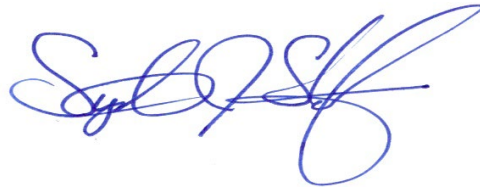
**Dial in Using a Phone:** United States: [+1 \(646\) 749-3112](tel:+16467493112)

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

1. Call to Order.
2. Pledge of Allegiance.
3. Approval and Modification of the Agenda.
4. Approve Minutes – Regular and Closed Sessions of June 6, 2022.
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 \$415,919.12.
  - B. Service Agreement with Huron Humane Society.
  - C. Service Agreement with Target Alpena Development Corporation.
  - D. Service Agreement with the Thunder Bay Arts Council.
  - E. Budget Amendment Request for the Fire/EMS Department of an Increase in Expenditure of \$28,000.
  - F. Budget Amendment Request for the Parks Department of an Increase in Expenditure of \$73,881.
  - G. Purchase Agreement Extension with WSSA LLC.
  - H. Cleaning Contract Extension.
  - I. Performance Locker Agreement Renewal.
8. Presentations.
9. Announcements.
10. Mayoral Proclamation.

Amateur Radio Week, June 20-26, 2022.
11. Report of Officers.

- A. Second Reading of Ordinance 22-477 Which Amends Chapter 94, Article I – In General, Section 94-2, Parking Violations Bureau – Bill Pfeifer, City Attorney.
  - B. Second Reading of Ordinance 22-478 Which Amends Chapter 12, Blight, Article I. In General by the Addition of Section 12-8 – Bill Pfeifer, City Attorney.
  - C. First Reading of Ordinance 22-479 Which Amends the City of Alpena Zoning Map – Bill Pfeifer, City Attorney.
12. Communications and Petitions.
13. Unfinished Business.
- Water Production Plant Fluoridation – Stephen Shultz, City Engineer.
14. New Business.
- A. Echo Program – Bill Forbush, Fire Chief.
  - B. Downtown Alpena Alleyway Project – Anne Gentry, DDA Executive Director.
15. Adjourn.



Stephen Shultz  
Acting City Manager

## **COUNCIL PROCEEDINGS**

**June 06, 2022**

The Municipal Council of the City of Alpena met in regular session in person on the above date and was called to order at 6:01 p.m. by the Mayor.

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

Absent: Councilmember Walchak.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

### **APPROVAL OF THE AGENDA**

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

Motion carried 4-0, 1 absent.

### **MINUTES**

The minutes of the regular and closed sessions of May 16, 2022, and special session of June 02, 2022, 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. Bills to be allowed, in the amount of \$459,665.98.
- B. Approval of Street Festivals on Second Avenue organized by The Fresh Palate on September 30, 2022, and approval of a noise variance from 10 p.m. to 12 a.m. This date was omitted in error from the prior approval.

C. Approval of payment to Utility Financial Solutions LLC for a joint water and sewer rate study and proposed water and sewer authority agreement review of \$16,250 from the Water Fund and \$16,250 for the Sewer Fund for a total of \$32,500 to complete the project.

Motion carried 4-0, 1 absent.

### **STAFF RECOGNITION**

City Engineer, Stephen Shultz, recognized City employees Doug Roznowski and Andrew Harmon for redesigning and rebuilding the City's water truck which created an efficient and safe piece of equipment while saving the City money.

### **PROCLAMATION**

Mayor Waligora proclaimed June 5-11, 2022, as Alpena Blues Week in the City of Alpena.

### **ORDINANCE 22-476**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to adopt Ordinance 22-476 which repeals Sec. 38.31 of Chapter 38 – Fire Prevention and Protection; Article II – Fire Prevention Code, Division 1 – Generally.

Motion carried 4-0, 1 absent.

### **ORDINANCE 22-477**

Attorney Pfeifer delivered the first reading of Ordinance 22-477 which amends Chapter 94, Article I – in General, Section 94-2, Parking Violations Bureau.

### **ORDINANCE 22-478**

Attorney Pfeifer delivered the first reading of Ordinance 22-478 which amends Chapter 12 , Blight, Article I. in General by the additional of Section 12-8.

### **DOWNTOWN ALPENA SOCIAL DISTRICT EXPANSION**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to approve the proposed social district expansion.

Motion carried 4-0, 1 absent.

### **BUDGET ADOPTION RESOLUTION**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, that the fiscal year 2022-23 budget be adopted, that the Administrative Salaries and Fringe Benefits for 2022-23 be adopted, and that the Comprehensive Fee Schedule be adopted, with the revised fees effective July 1, 2022, and fees proposed for revision requiring an ordinance change be effective upon the effective date of the ordinance amendment.

Motion carried 4-0, 1 absent.

### **RESOLUTION 2022-07**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, that Resolution No. 2022-07, which appropriates funds for the approved 2022-23 budget, and which sets the 2022 millage rates, and which authorizes the City Treasurer to collect the 2022 property taxes, be adopted.

Motion carried 4-0, 1 absent.

### **AMEND FY 2021-22 BUDGET**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, that the 2021-22 budget be amended to show the estimated revenues and expenditures as itemized in the column titled 2021-22 Est. Current.

Motion carried 4-0, 1 absent.

### **WATER AND SEWER RATES**

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to adopt the City Water and Sewer Rates for fiscal year 2022-23.

Motion carried 4-0, 1 absent.

### **WATER PRODUCTION PLANT FLUORIDATION**

Moved by Mayor Waligora, seconded by Mayor Pro Tem Johnson, to postpone a decision on fluoridation to the June 20, 2022, Council meeting.

Motion carried 4-0, 1 absent.

### **2022 CITY CONCRETE PROGRAM BID**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to award the City Concrete Program to Bedrock Contracting for the 2022 construction season, with the option for renewal of one year, for the as-bid prices.

Motion carried 4-0, 1 absent.

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, to set the owner sidewalk rate at \$3.73 per square foot as recommended.

Motion carried 4-0, 1 absent.

### **RECESS**

The Municipal Council recessed from 7:22 p.m. to 7:24 p.m.

### **RECONVENE IN CLOSED SESSION**

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to adjourn to closed session to discuss (1) an update regarding proposed litigation with the Alpena Prototype Biorefinery, LLC, American Process, Inc., and GranBio LLC; and (2) an attorney/client privilege information regarding Rachell Lodging v City of Alpena Tax

Tribunal Docket No. 21-002701.

Motion carried 4-0, 1 absent.

**RECONVENE IN OPEN SESSION**

The Municipal Council reconvened in open session at 8:29 p.m.

**ADJOURN**

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Mitchell,  
the Municipal Council adjourned at 8:30 p.m.

Matthew Waligora  
Mayor

ATTEST:

Anna Soik  
City Clerk

## INVOICE REGISTER

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EXP CHECK RUN DATES 06/21/2022 - 06/21/2022

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A-1 TREE SERVICE	22-166	BAGGED LAWN & LEAF PICK-UP 06/22	10,100.00
AIRGAS USA LLC	9125876720	SUPPLIES - EMS DISP	46.68
AIRGAS USA LLC	9988692617	VEH MAINT - EQ	70.29
ALPENA COUNTY TREASURER	061522	IT CONTRACTED SVCS 06/22	8,281.00
ALPENA DIESEL SERVICE	73439	VEH MAINT #48	31.47
ALPENA DIESEL SERVICE	73475	VEH MAINT - EQ	45.79
ALPENA DIESEL SERVICE	73476	VEH MAINT - EQ	16.23
ALPENA DIESEL SERVICE	73441	VEH MAINT - EQ	395.31
ALPENA DIESEL SERVICE	73392	VEH MAINT - EQ	125.66
ALPENA GLASS CO INC	394310	VEH MAINT - POLICE	540.31
ALPENA GLASS CO INC	394393	VEH MAINT - EQ	23.15
ALPENA POWER COMPANY	062122	ELECTRIC	34,134.14
ALPENA STREET PERFORMERS	061522	STREET PERFORMERS - DDA	500.00
ALPENA SUPPLY CO	S100422857.001	CHEMICALS - SEWAGE	898.00
ALPENA SUPPLY CO	S100425250.001	MAINT - MARINA	2.83
ALPENA SUPPLY CO	S100427252.001	MAINT - MARINA	96.30
ALPENA SUPPLY CO	S100427397.001	SUPPLIES - EQ	33.24
ALPENA SUPPLY CO	S100427999.001	SUPPLIES - CEMETERY	124.40
ALPENA SUPPLY CO	S100428220.001	MAINT - SEWER	34.49
ALPENA SUPPLY CO	S100427232.001	MAINT - STARLITE	608.68
ALPENA SUPPLY CO	S100427232.002	MAINT - STARLITE	1,716.52
ALPENA SUPPLY CO	S100430069.001	MAINT - CEMETERY	47.07
AMAZON CAPITAL SERVICES INC	1DWT-1P3L-MWG1	SUPPLIES - POLICE	63.16
AMAZON CAPITAL SERVICES INC	1VKD-3G1L-LYNJ	SUPPLIES - BLDG	568.00
AMAZON CAPITAL SERVICES INC	1T77-WN9R-HFX4	UNIFORMS - POLICE	135.00
AMAZON CAPITAL SERVICES INC	1L7C-L6XY-NYR1	MAINT - FIRE/EMS	23.64
AMERIC INN MENOMINEE	062022	LODGING - POLICE	96.00
ANNE GENTRY	060622	CELL PHONE EXPENSE - DDA	180.00
BALL TIRE & GAS INC	205711	VEH MAINT - EQ	30.00
BALL TIRE & GAS INC	206137	VEH MAINT - POLICE	173.30
BALL TIRE & GAS INC	206185	VEH MAINT - EQ	166.13
BALL TIRE & GAS INC	206386	VEH MAINT - FIRE/EMS	23.00
BECKETT AND RAEDER	2022373	PROF SERVICES - DDA	4,827.07
BEGICK NURSERY & GARDEN CENTER	67764	FLOWERS - PARKS	1,576.40
BLARNEY CASTLE OIL COMPANY	1444828-IN	DIESEL FUEL PURCHASE - MARINA	14,589.19
BLARNEY CASTLE OIL COMPANY	1444949-IN	DIESEL FUEL PURCHASE - MARINA	5,035.50
BLARNEY CASTLE OIL COMPANY	1445180-IN	DIESEL TREATMENT - MARINA	616.50
BOUND TREE MEDICAL LLC	84542319	SUPPLIES - EMS DISP	68.72
BOUND TREE MEDICAL LLC	84548013	SUPPLIES - EMS DISP	669.70
BRUCE TILLINGER	053122	MECHANICAL INSP SVCS 05/22	3,072.00
BRUCE TILLINGER	053122	PLUMBING INSP SVCS 05/22	1,426.40
CARQUEST AUTO PARTS	458670	VEH MAINT - FIRE EQ	11.63
CARQUEST AUTO PARTS	458777	SUPPLIES - FIRE/EMS	88.20
CARQUEST AUTO PARTS	458835	VEH MAINT - FIRE EQ	4.19
CARQUEST AUTO PARTS	458877	SUPPLIES - EQUIP	5.51
CARQUEST AUTO PARTS	459079	VEH MAINT - EQ	25.80
CARQUEST AUTO PARTS	459208	VEH MAINT #19	473.50
CARQUEST AUTO PARTS	459377	VEH MAINT - POLICE	7.68
CARQUEST AUTO PARTS	459445	VEH MAINT - POLICE	27.68
CARQUEST AUTO PARTS	459801	SUPPLIES - EQUIP	87.50
CARQUEST AUTO PARTS	459954	VEH MAINT - POLICE	3.84
CARQUEST AUTO PARTS	459955	VEH MAINT - EQUIP	5.93
CARQUEST AUTO PARTS	460204	VEH MAINT - EQUIP	4.22
CARQUEST AUTO PARTS	460314	SUPPLIES - EQUIP	260.33
CARQUEST AUTO PARTS	460393	VEH MAINT - FIRE/EMS	4.19
CARQUEST AUTO PARTS	460459	VEH MAINT - EQUIP	77.14
CARQUEST AUTO PARTS	460717	VEH MAINT - POLICE	468.46
CARQUEST AUTO PARTS	460741	MAINT - MAJ ST	587.78
CHARTER COMMUNICATIONS	0161888052722	FAX LINE - PUBLIC WORKS	89.98
CHARTER COMMUNICATIONS	0015914060522	WATER TWR INTERNET SIGNALS	627.88
CHEBOYGAN CEMENT PRODUCTS INC	91429	SUPPLIES - PUBLIC WORKS	176.40
CHERRY HILL GREENHOUSE	939172	FLOWER BASKETS - DDA/MARINA	4,867.00
CITY OF ALPENA	213-001 05/22	SEW/WATER - MCRAE PK	658.01
CITY OF ALPENA	214-001 05/22	SEW/WATER - MCRAE PK CONC STND	103.54
CITY OF ALPENA	214-007 05/22	SEW/WATER - 9TH AVE TWR	40.00
CITY OF ALPENA	4524-001 05/22	SEW/WATER - LONG LK COLD STORAGE	50.10
CITY OF ALPENA	6431-002 05/22	SEW/WATER - N RIVERFRONT DOG PK	40.00
CITY OF ALPENA	6432-001 05/22	SEW/WATER - LONG LK AVE	658.26
CITY OF ALPENA	8111-002 05/22	SEW/WATER - LONG LK AVE	40.00
CITY OF ALPENA	10354-001 05/22	SEW/WATER - TRAILHEAD	90.42
CLEAR WATER LAKE MANAGEMENT INC	2387	ALGAE/WEED TREATMENT - MARINA	1,135.00
CONTINENTAL LINEN SERVICE	70483 05/22	RUG/UNIFORM CONT 05/22	853.18

# INVOICE REGISTER

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EXP CHECK RUN DATES 06/21/2022 - 06/21/2022

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OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
CONTROL SOLUTIONS INC	17600	HVAC SYSTEM TESTING/BALANCING - PSF	4,721.25
CONTROL SOLUTIONS INC	2441CW	MAINT - PUBLIC SAFETY BLDG	2,436.32
COURTNEY FREDLUND	060622	PARKING LOT RENTAL REFUND	120.00
DE LAGE LANDEN FINANCIAL SERVICES	73535370	COPIER LEASE - DDA	56.55
DOUGLAS KRUEGER	060722	TRAVEL EXP/MEAL REIMB - EMS	274.91
EAGLE SUPPLY CO	122235	SUPPLIES - FIRE/EMS	464.78
EAGLE SUPPLY CO	122260	SUPPLIES - PARKS	27.80
EAGLE SUPPLY CO	122279	SUPPLIES - FIRE/EMS	308.40
EAGLE SUPPLY CO	122302	SUPPLIES - PUBLIC WORKS	75.60
EAGLE SUPPLY CO	122312	SUPPLIES - CITY HALL	34.50
EVERETT GOODRICH TRUCKING	33547	STORES - COLD PATCH	1,124.00
FAMILY ENTERPRISE EMBROIDERY	66749	UNIFORMS - MARINA	929.10
FASTENAL COMPANY	MIALP192145	VEH MAINT - EQ	258.80
FASTENAL COMPANY	MIALP192282	MAINT - MARINA	13.83
FASTENAL COMPANY	MIALP192323	VEH MAINT - EQ	3.26
FASTENAL COMPANY	MIALP192227	VEH MAINT - EQ	14.76
FASTENAL COMPANY	MIALP192379	VEH MAINT - EQ	6.66
FASTENAL COMPANY	MIALP192430	VEH MAINT - EQ	9.70
FITZPATRICK'S HARDWARE	5412673	MAINT - MARINA	47.84
FITZPATRICK'S HARDWARE	5412971	MAINT - MARINA	195.53
FITZPATRICK'S HARDWARE	5413930	MAINT - MARINA	16.84
FITZPATRICK'S HARDWARE	5413986	MAINT - MARINA	43.84
FITZPATRICK'S HARDWARE	5414074	MAINT - MARINA	8.58
FITZPATRICK'S HARDWARE	5414214	MAINT - MARINA	3.91
FITZPATRICK'S HARDWARE	5414383	MAINT - MARINA	16.71
FITZPATRICK'S HARDWARE	5414932	MAINT - MARINA	32.34
FITZPATRICK'S HARDWARE	5415055	MAINT - MARINA	5.67
FITZPATRICK'S HARDWARE	5416087	SUPPLIES - FIRE/EMS	5.18
FITZPATRICK'S HARDWARE	5416777	SUPPLIES - MARINA	1,651.15
FITZPATRICK'S HARDWARE	5416991	MAINT - PUBLIC WORKS	197.94
FITZPATRICK'S HARDWARE	5417319	MAINT - MARINA	43.09
FITZPATRICK'S HARDWARE	5417683	MAINT - MARINA	59.96
FITZPATRICK'S HARDWARE	5417685	SUPPLIES - MARINA	25.06
FITZPATRICK'S HARDWARE	5417757	MAINT - MARINA	21.60
FITZPATRICK'S HARDWARE	5418085	MAINT - MARINA	18.51
FITZPATRICK'S HARDWARE	5418693	MAINT - MARINA	39.98
FITZPATRICK'S HARDWARE	5419098	MAINT - MARINA	26.77
FITZPATRICK'S HARDWARE	5419423	SUPPLIES - MARINA	304.27
FITZPATRICK'S HARDWARE	5419837	SUPPLIES - MARINA	6.29
FITZPATRICK'S HARDWARE	5420020	SUPPLIES - MARINA	27.66
FRANCIS ROSINSKI	053122	ELECTRICAL INSP SVCS 05/22	1,812.80
FRANKS KEY & LOCK SHOP INC	32382	SUPPLIES - POLICE	39.75
FRONTIER	2793 06/22	TELEPHONE - POL/FIRE/EMS	117.75
FRONTIER	4175 06/22	TELEPHONE - FIRE/EMS	40.35
FRONTIER	5445 06/22	TELEPHONE - FIRE/EMS	80.18
FRONTIER	7204 06/22	ELEVATOR TELEPHONE - CITY HALL	56.96
FRONTIER	7430 06/22	ELEVATOR TELEPHONE - PUBLIC SAFETY	56.96
FRONTIER	9535 06/22	ALARM PHONE LINES - SEWER	681.00
GARANTS OFFICE SUPPLIES & PRINTING	71960	SUPPLIES - ELECTION	192.00
GFL ENVIRONMENTAL	0055727141	DUMPSTER CHARGES 05/22	1,150.00
GIAMARCO MULLINS & HORTON PC	43	ATTY FEES - GENERAL	445.50
HALLS SERV-ALL	053122	RENTAL FEE - PARKS	879.50
HAVILAND	438041	SODIUM SILICOFUORIDE - WATER	6,710.00
HOPSIDE BREWERY	061522	MAINT GRANT REIMB - DDA	25,000.00
INK AND TONER ALTERNATIVE	22-1762	SUPPLIES - IT	73.98
INK AND TONER ALTERNATIVE	22-1771	SUPPLIES - IT	359.96
JOEL W JETT	062022	TRAVEL ADVANCE - POLICE	70.00
KCI	219477	POSTAGE - TAX BILLS	2,125.74
KIMBALL MIDWEST	9911568	VEH MAINT - EQ	103.08
L & S TRANSIT MIX	62403	MAINT - MAJ ST	12.50
L & S TRANSIT MIX	261760	MAINT - MAJ ST	209.00
L & S TRANSIT MIX	62426	MAINT - MAJ ST	25.00
MARILYN MORTON	061622	MICH-E-KE-WIS RENTAL DEPOSIT REFUND	100.00
MERIDIAN CONTRACTING SERVICES LLC	2373	BLAIR ST PIER PROJECT - PARKS	62,581.90
MICHIGAN DOWNTOWN ASSOCIATION	E2413	CONFERENCE REGISTRATION - DDA	110.00
MICHIGAN STATE INDUSTRIES	053785	TRAFF SIGNAL MAINT - MAJ ST	1,230.60
MILLER OFFICE MACHINES	AR19864	COPIER MAINT - CITY HALL	197.21
MILLER OFFICE MACHINES	AR19865	COPIER MAINT - PSF	37.72
MILLER OFFICE MACHINES	AR19908	SUPPLIES - DDA	58.56
MUNICIPAL EMERGENCY SERVICES	1714807	MAINT - FIRE/EMS	216.00
NEMCOG	390-211001CALP	FY-22 MEMBERSHIP SVCS	1,260.00
NEMROC INC	33313	MAINT - PARKS	242.31

# INVOICE REGISTER

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EXP CHECK RUN DATES 06/21/2022 - 06/21/2022

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
NEW DIRECTIONS	22681	EMP ASST PROGRAM 06-11/22	1,600.00
NORTHERN CLEANING & MAINTENANCE	060122	MAINT - DDA	140.00
OFFICE FURNITURE.COM	GL953324-FLS	CHAIRS - CITY HALL	3,290.94
OMEGA ELECTRIC & SIGN CO INC	5153	BANNERS - ELECTION	325.00
OVERHEAD DOOR CO OF ALPENA INC	61494	BLDG MAINT- FIRE/EMS	180.00
PEPSI BEVERAGES COMPANY	74345515	SUPPLIES - MARINA	200.00
PRESQUE ISLE ELECTRIC & GAS CO	5633800001 06/22	ELECTRIC - AIR BASE	117.92
R & B FABRICATIONS INC	215759	SUPPLIES - FIRE/EMS	243.01
RACHEL SMOLINSKI	060722	TRAVEL EXPENSE - MGR	133.38
RESERVE ACCOUNT-PITNEY BOWES	060822	POSTAGE - MAIL MACHINE	1,000.00
ROWLEYS WHOLESALE	1314114-00	VEH MAINT - EQ	254.37
SPARTAN DISTRIBUTORS INC	11854107	VEH MAINT #78	515.70
SPARTAN DISTRIBUTORS INC	11854492	VEH MAINT - EQ	284.48
SPARTAN DISTRIBUTORS INC	11854879	VEH MAINT - EQ	760.61
STATE OF MICHIGAN	491-410751	QUALITY ASSURANCE ASSESSMENT PROG -	2,491.83
SUPERIOR FABRICATING INC	15667	VEH MAINT - EQ	112.00
SUPERIOR IMAGE CLEANING	060622	CITY CUSTODIAL SERVICES	4,690.23
TED FESTERLING LLC	9845	SUPPLIES - EQ	2,928.73
TEMPEST ENTERPRISES LLC	7682	FILTER VALVE UPGRADE - WTP	6,648.00
TERMINAL SUPPLY CO	50707-00	VEH MAINT - EQ	92.24
VEOLIA WATER CONTRACT OPERATIONS	202245859	CONT OPERATIONS 05/22	130,101.45
VEOLIA WATER CONTRACT OPERATIONS	202245887	CONT OPERATIONS 05/22	26,777.70
VORTEX AQUATIC STRUCTURES	51514	MAINT - PARKS	633.00
WEINKAUF PLUMBING & HEATING INC	19008	MAINT - STARLITE	2,192.54
WEINKAUF PLUMBING & HEATING INC	19126	BLDG MAINT - POLICE	90.00
WEST SHORE FIRE INC	14172	TURNOUT GEAR - FIRE	7,376.12

**Total: 415,919.12**

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

This Agreement dated the 1st day of July, 2022, 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 2022-23 fiscal year in the amount of \$20,000 to the Humane Society. Subsequent funding by the City will be dependent on the Humane Society’s performance in implementing the Scope of Services in this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- B. The Humane Society, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement and the attached Scope of Services.
- C. The funding appropriations from the City to the Humane Society shall be used only for the purposes set forth in this Agreement and general administrative functions of the Humane Society necessary for it to operate and perform the specific activities included in the Scope of Services.

**II. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2022 and expire on June 30, 2023.

**III. CONTRACTUAL ACTIVITIES**

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

**IV. MONITORING REPORTS**

- A. The Humane Society shall provide Semi-Annual and Annual Reports in a format that clearly details progress made on the activities of the organization and in particular those activities and/or services specified in the Scope of Services of this Agreement.

These reports shall be submitted no later than January 31 (Semi-annual) and July 31 (Combined Semi-Annual and Annual). Semi-annual reports shall cover the following periods:

- July-December
- January-June (including Society tax return)

B. Written reports shall be submitted to the City Clerk for distribution to City staff and City Council. Additionally, the Humane Society Executive Director and/or Board President shall present the reports to City Council at the direction of the City Clerk.

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

A. Payments shall be made quarterly in July, October, January and April following the second City Council meeting of that month.

B. The Humane Society shall submit an invoice by July 1, October 1, January 1, and April 1 for one-quarter of the approved funding amount (\$5,000). The invoice shall detail the percent of each activity or service included in the Scope of Services completed during the billing period (previous Quarter).

C. Payments shall be equal to one-quarter (1/4) of the Agreement amount, unless modified by the City in accordance with Paragraph D below.

D. In the event the City determines that insufficient progress has been made on any of the activities included in the Scope of Services, the City shall provide written notice to the Humane Society of the specific deficiencies. Within fifteen (15) days of receipt of the notice the Humane Society shall notify the City in writing that the deficiencies have been corrected to the City's satisfaction or provide a plan acceptable to the City for rectifying the deficiencies. If the issues are not corrected by the Humane Society within the initial fifteen (15) day period, the City may withhold up to 15% of the payment until such explanation is received and accepted by the City as adequately addressing the issues raised. If the matter remains unresolved the City may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the City or terminate the Agreement in accordance with Section VI below.

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

A. Either party may terminate this Agreement without cause at any time, for any reason, by specifying the effective date, and by providing written notice to the other party of such intent to terminate this Agreement at least thirty (30) days prior to the end of a Quarter. Termination shall be effective as of the last day of the current Quarter.

- B. In the event the Agreement is terminated, the Humane Society shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. The Humane Society shall submit a detailed invoice of those services and payment shall be made by the City within thirty (30) days. The City reserves the right to reduce the final payment in accordance with Section V.D., if in its judgment the billed activities are not consistent with expected progress.

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

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

## **VIII. GENERAL CONDITIONS**

### **A. Assignability**

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

### **B. Continuing Right of Enforcement**

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

### **C. Disclaimer and Hold Harmless Clause**

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

provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

**D. Liability for Damages and Disallowed Costs**

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

**E. Bonding**

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

**F. Copyright**

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

**IX. AGREEMENT ATTACHMENTS**

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

**A. Scope of Services**

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

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation

\_\_\_\_\_

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

\_\_\_\_\_

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

WITNESSES:

HURON HUMANE SOCIETY, a Michigan Non-Profit Corporation

\_\_\_\_\_

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

## **Attachment A.**

### **Scope of Services**

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

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

**Services Agreement**  
between  
The City of Alpena and Target Alpena Development Corporation

This Agreement dated the 1<sup>st</sup> day of July, 2022, 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 2022-23 fiscal year in the amount of \$40,000 to Target Alpena. Subsequent funding by the City will be dependent on Target Alpena’s performance in implementing the Scope of Services in this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- B. Target Alpena, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement and the attached Scope of Services.
- C. The funding appropriations from the City to Target Alpena shall be used only for the purposes set forth in this Agreement and general administrative functions of Target Alpena necessary for it to operate and perform the specific activities included in the Scope of Services.

**II. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2022 and expire on June 30, 2023.

**III. CONTRACTUAL ACTIVITIES**

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

**IV. MONITORING REPORTS**

- A. Target Alpena shall provide Semi-Annual and Annual Reports in a format that clearly details progress made on the activities of the organization and in particular those activities and/or services specified in the Scope of Services of this Agreement. These

reports shall be submitted no later than January 10 (Semi-Annual), July 10 (Combined Semi-Annual and Annual). Reports shall cover the following periods:

- July-December
- January-June

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

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

A. Payments shall be made semi-annually in July and January following the second City Council meeting of that month.

B. Target Alpena shall submit an invoice with the required July Combined Semi-Annual/Annual Report and the January Semi-Annual Report. The invoice shall detail the percent of each activity or service included in the Scope of Services completed during the billing period (previous year).

C. Payments shall be equal to one-half (1/2) of the Agreement amount, unless modified by the City in accordance with Paragraph D below.

D. In the event the City determines that insufficient progress has been made on any of the activities included in the Scope of Services, the City shall provide written notice to Target of the specific deficiencies. Within fifteen (15) days of receipt of the notice Target shall notify the City in writing that the deficiencies have been corrected to the City's satisfaction or provide a plan acceptable to the City for rectifying the deficiencies. If the issues are not corrected by Target within the initial fifteen (15) day period the City may withhold up to 15% of the payment until such explanation is received and accepted by the City as adequately addressing the issues raised. If the matter remains unresolved the City may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the City, or terminate the Agreement in accordance with Section VI below.

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

A. Either party may terminate this Agreement without cause at any time, for any reason, by specifying the effective date, and by providing written notice to the other party of such intent to terminate this Agreement at least thirty (30) days prior to the end of a Quarter. Termination shall be effective as of the last day of the current Quarter.

- B. In the event the Agreement is terminated, Target Alpena shall be entitled to payment for all services rendered in accordance with this Agreement up to the date of termination. Target Alpena shall submit a detailed invoice of those services and payment shall be made by the City within thirty (30) days. The City reserves the right to reduce the final payment in accordance with Section V.D., if in its judgment the billed activities are not consistent with expected progress.

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

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

## **VIII. GENERAL CONDITIONS**

### **A. Assignability**

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

### **B. Continuing Right of Enforcement**

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

### **C. Disclaimer and Hold Harmless Clause**

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

defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto (including attorney fees and court costs), even if such claim is groundless, false or fraudulent.

**D. Liability for Damages and Disallowed Costs**

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

**E. Bonding**

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

**F. Copyright**

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

**IX. AGREEMENT ATTACHMENTS**

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

**A. Attachment A, Scope of Services**

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

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation

\_\_\_\_\_

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

\_\_\_\_\_

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

WITNESSES:

TARGET ALPENA DEVELOPMENT CORPORATION, a Michigan Non-Profit Corporation

\_\_\_\_\_

By: \_\_\_\_\_  
Dr. Donald MacMaster, Board President

## **Attachment A.**

### **Scope of Services**

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

- Continue to work closely with the City Planning and Development Department on existing and future economic development projects, in particular the redevelopment of the former Alpena Power Company property, the development of a second new hotel in the City, the redevelopment of the former John Henry's Antique Mall, and securing a tenant for the former Ripley street Station property.
- Continuation of marketing programs for Commerce Industrial Park, City-owned US 23 North property and other City property as requested, including the involvement by local realtors as appropriate. Activities involving City-owned properties shall be jointly developed by the two parties.
- Continue efforts to capture additional investment in the Alpena area.
- Continue Target entrepreneurial support and loan programs.
- Continue to work with the MEDC attraction team in the recruitment of new businesses to the Alpena area as required.
- Work collectively within our relationship with the Alpena Area Chamber of Commerce to develop, promote and assist our local businesses in a way that lends itself to the open discussion of issues and report same to the City on a Semi-Annual and Annual basis.
- Proactively assist the DDA in its mission to maintain a healthy economic foundation and maximize the value proposition of downtown Alpena.
- Continue the selective recruitment of industrial, commercial and service businesses to the Alpena area.

- Meeting of the Target Alpena Executive Director and/or Board President with city staff (City Manager, Planning and Development Director) as needed, but at a minimum of each quarter, to discuss issues of mutual interest and maintain open communications between the two parties.
- Provide Semi-Annual and Annual Reports providing a status update on each of the above services/activities, including successes, obstacles encountered and overall assessment of each service/activity. Semi-Annual and Annual reports will be presented at City Council meetings in accordance with Section IV.B of the Agreement.
- Annual funding request to City Council as part of the January Report.
- Provide each year's Target Alpena priority projects for the current calendar year with the January Semi-Annual Report.

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

This Agreement dated the 1<sup>st</sup> day of July, 2022, 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 2022-23 fiscal year in the amount of \$5,000 to TBAC to fund sculptures to be placed within the City.
- B. Subsequent funding by the City will be dependent on TBAC’s performance in implementing this Agreement, the execution of future Service Agreements, and the availability of funding in future City budgets.
- C. TBAC, in return for the funding provided by the City, agrees to provide services to the City in accordance with this Agreement.
- D. The funding appropriations from the City to TBAC shall be used only for the purposes set forth in this Agreement necessary for it to perform the specific activities included herein.

**II. TERM OF AGREEMENT**

This agreement shall commence on July 1, 2022 and expire on June 30, 2023.

**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 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

# BUDGET AMENDMENT REQUEST

FY22

FUND: 101 - General Fund  
 DEPARTMENT: 336 - Fire/EMS  
 PROJECT: \_\_\_\_\_

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-336-722.000	Insurance Opt-Out	0	\$28,000	\$28,000

## Justification for Budget Amendment

Budget for insurance opt-out in the Fire/EMS Dept. was removed in error during the budget process. Also, need to increase it by \$3,700.

## Michigan Uniform Accounting and Budget Act:

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

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

[Signature] 6/9/22  
 Department Head Date

Anna Soik 6/9/22  
 Clerk/Treasurer Date

Rachel S. [Signature] 6/10/22  
 City Manager Date

\_\_\_\_\_  
 City Council Date

# BUDGET AMENDMENT REQUEST

FUND: 101 - General  
 DEPARTMENT: 751 - Parks  
 PROJECT: \_\_\_\_\_

*FY22*

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-751-976.000	Cap - General Parks Improvement	\$2,000	\$73,881	\$75,881

## Justification for Budget Amendment

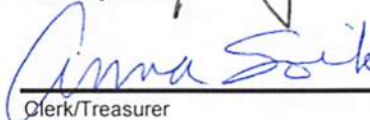
A budget amendment for \$73,881 was entered on 3/21/22, but was removed in error once the budget was approved. Need to re-enter.

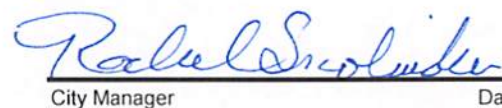
## Michigan Uniform Accounting and Budget Act:

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

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

  
 Department Head 6-15-22  
 Date

  
 Clerk/Treasurer 6/15/22  
 Date

  
 City Manager 6/16/22  
 Date

\_\_\_\_\_  
 City Council Date



**June 10, 2022**

City of Alpena, Michigan  
208 N. First Ave.  
Alpena, MI 49707

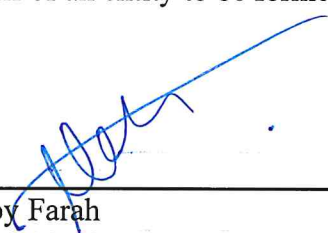
**Cc:** Henry Johnson  
Henry Johnson Real Estate  
3461 E. N. Union Rd.  
Bay City, MI 48706

**Re:** Purchase Agreement executed December 16, 2021 for 0 US-23 N., Alpena, MI 49707  
(Address & Parcel Number to be Assigned)

Please accept this Amendment 1 correspondence as our formal notification to extend our Purchase Agreement into the "Extension Period" as identified in the Purchase Agreement referenced above and as further defined in Section 2.3 (B) of the Purchase Agreement. The additional \$5,000 Earnest Money Deposit shall remain refundable as outlined in the Terms of this Purchase Agreement.

**PURCHASER:**

**WSSA LLC,**  
on behalf of an entity to be formed

**By:**   
\_\_\_\_\_  
Troy Farah  
**Date:** 06-10-2022  
**Its:** Member

# Memorandum


---



Date: June 16, 2022

To: Mayor and City Council Members

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

From: Stephen J. Shultz, City Engineer 

Subject: Cleaning Contract

---

While in the planning stages for a maintenance position for the City that would perform some cleaning duties in the buildings, the current cleaning contractor, Superior Image, has been cleaning on a month to month basis without a Contract until a decision to move forward was made and budgeted for.

This position is now in the budget for FY 2022-23 and staff is moving forward with the job description and intends to advertise early in July.

I am recommending that we contract with our current cleaning company for the period of July 1 to September 30 to get us through the advertising and hiring process. This contract could be extended, depending upon the timeline to fill this new maintenance position.



# Memorandum


---



Date: June 16, 2022

To: Mayor and City Council Members

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

From: Stephen J. Shultz, City Engineer 

Subject: The Performance Locker Agreement Renewal

---

The Agreement with The Performance Locker, Inc. to operate within Alpena Duck expired on December 31, 2021. In order for the business to continue to operate within the park, the Agreement must be renewed.

This Agreement has been a good fit for both parties and I believe it should continue at the same rental rate of \$100.00 per month for each month of operation.

I recommend renewing the Agreement for an additional 4 year period, matching the initial Agreement period.





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

## **AMATEUR RADIO WEEK**

**WHEREAS**, Amateur Radio operators are celebrating over a century of the miracle of the human voice broadcast over the airwaves; and

**WHEREAS**, Amateur Radio provides a platform to develop innovative technologies in communications; and

**WHEREAS**, Amateur Radio has continued to provide a bridge between peoples, societies and countries by creating friendships and the sharing of ideas; and

**WHEREAS**, Amateur Radio Operators have also provided countless hours of community services both in emergencies and to other local organizations throughout these decades; and

**WHEREAS**, these Amateur Radio services are provided wholly uncompensated; and

**WHEREAS**, these same individuals have further demonstrated their value in public assistance by providing free radio communications for local parades, bike-a-thons, walk-a-thons, fairs and other charitable public events; and

**WHEREAS**, the City of Alpena recognizes and appreciates the diligence of these “hams” who also serve as weather spotters in the Skywarn program of the US Government Weather Bureau; and

**WHEREAS**, the ARRL Amateur Radio Field Day exercise will take place on June 25<sup>th</sup> – 26<sup>th</sup>, 2022 and is an emergency preparedness exercise and demonstration of the Radio Amateurs’ skills and readiness to provide self-supporting communications without further infrastructure being required.

**NOW, THEREFORE**, I Matthew J. Waligora by virtue of the authority vested in me as the Mayor of the City of Alpena, **DO HEREBY PROCLAIM** June 20<sup>th</sup> – 26<sup>th</sup> as:

## **AMATEUR RADIO WEEK**

in the City of Alpena.

Signed at Alpena, Michigan this 20<sup>th</sup> day of June 2022.

Matthew J. Waligora  
Mayor

## **ORDINANCE NO. 22-477**

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, AMENDING CHAPTER 94, ARTICLE I – IN GENERAL, Sec. 94-2. – PARKING VIOLATIONS BUREAU:

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

### **Sec. 94-2. - Parking violations bureau.**

Pursuant to section 8395 of the Revised Judicature Act (MCL 600.8395, MSA 27A.8395) a parking violations bureau, for the purpose of handling alleged parking violations within the city, is hereby established. The parking violations bureau shall be under the supervision and control of the city clerk.

- (a) The city clerk shall, subject to the approval of the council, establish a convenient location for the parking violations bureau, appoint the chief of police, or his or her designee, to administer the bureau and adopt rules and regulations for the operation thereof.
- (b) No violation not scheduled in section 9.6(e) shall be disposed of by the parking violations bureau. The fact that a particular violation is scheduled shall not entitle the alleged violator to disposition of the violation at the bureau and in any case the person in charge of such bureau may refuse to dispose of such violation in which case any person, having knowledge of the facts may make a sworn complaint before any court having jurisdiction of the offense as provided by law.
- (c) No violation may be settled at the parking violations bureau except at the specific request of the alleged violator. No penalty for any violation shall be accepted from any person who denies having committed the offense and in no case shall the person who is in charge of the bureau determine, or attempt to determine, the truth or falsity of any fact or matter relating to such alleged violation. No person shall be required to dispose of a parking violation at the parking violations bureau and all persons shall be entitled to have any such violation processed before a court having jurisdiction thereof if they so desire. The unwillingness of any person to dispose of any violation at the parking violations bureau shall not prejudice them or in any way diminish their rights, privileges and protection accorded to them by law.
- (d) The issuance of a traffic ticket or notice of violation by a police officer of the city shall be deemed an allegation of a parking violation. Such traffic ticket or notice of violation shall indicate the length of time in which the person to whom the same was issued must respond before the parking violations bureau. It should also indicate the address of the bureau, the hours during which the bureau is open, the amount of the penalty scheduled for the offense for which the ticket was issued and advise that a warrant for the arrest of the person to whom the ticket was issued will be sought if such a person fails to respond within the time limited.
  - (1) The position of a non-police officer/non-law enforcement agent is hereby approved and established and is hereby authorized to enforce all violations within the downtown development district area or boundaries, in the city, the parties filling such position, being designated as parking enforcement persons. A parking enforcement person shall be authorized to enforce all parking within the downtown development district area or boundaries, in the city by issuing parking violation notices as authorized in the Michigan Motor Vehicle Code and the Code of Ordinances of the city.

(e) Offenses

			Penalties		
			If Paid Within 10 Days	If Paid After 10 Days	If Paid After 20 Days
<b>1.</b>	<b>Overtime parking</b>		<b>\$20.00</b>	<b>\$40.00</b>	<b>\$80.00</b>
	a.	Reserved			
	b.	Unmetered or otherwise as prohibited by council resolution/action			
<b>2.</b>	<b>Prohibited parking (signs unnecessary)</b>				
	a.	Too far from curb	20.00	40.00	80.00
	b.	Angle parking violations	20.00	40.00	80.00
	c..	Obstructing traffic	20.00	40.00	80.00
	d.	On sidewalk	20.00	40.00	80.00
	e.	In front of drive	20.00	40.00	80.00
	f.	Within 20 feet of crosswalk or 15 feet of corner lot lines	20.00	40.00	80.00
	g.	Within 30 feet of street side traffic sign or signal	20.00	40.00	80.00
	h.	Within 50 feet of railroad crossing	20.00	40.00	80.00
	i.	Within 20 feet of fire station entrance	20.00	40.00	80.00
	j.	Beside street excavation when traffic obstructed	20.00	40.00	80.00
	k.	On bridge	20.00	40.00	80.00
	l.	Within 200 feet of accident where police are in attendance	20.00	40.00	80.00
	m.	In front of theater	20.00	40.00	80.00
	n.	Blocking emergency exit or fire escape	20.00	40.00	80.00
	o.	On wrong side of street	20.00	40.00	80.00
<b>3.</b>	<b>Prohibited parking (signs required)</b>		20.00	40.00	80.00
<b>4.</b>	<b>Parking for prohibited purposes</b>				
	a.	Displaying vehicle for sale	20.00	40.00	80.00
	b.	Working or repairing vehicle	20.00	40.00	80.00
	c.	Displaying advertising	20.00	40.00	80.00
	d.	Selling merchandise	20.00	40.00	80.00
	e.	Storage over 48 hours	20.00	40.00	80.00
	f.	Abandoned vehicle (plus towing and storing charge)	20.00	40.00	80.00
	g.	Disabled vehicle, failure to move	20.00	40.00	80.00
<b>5.</b>	<b>Keys in vehicle or motor running</b>		20.00	40.00	80.00
<b>6.</b>	<b>All night parking or 3:00 a.m. to 6:00 a.m. on paved street from November 1 to April 1</b>		20.00	40.00	80.00
<b>7.</b>	<b>Parking in handicapped zone</b>		50.00	100.00	150.00
<b>8.</b>	<b>Parking in alley, driveway, crosswalk or intersection</b>		20.00	40.00	80.00
<b>9.</b>	<b>Not parked within designated or lined space on any public street or in any city-owned parking lot</b>		20.00	40.00	80.00
<b>10</b>	<b>Parking within 15 feet of fire hydrant</b>		20.00	40.00	80.00
<b>11.</b>	<b>Double parking</b>		20.00	40.00	80.00
<b>12.</b>	<b>All night parking (i.e., 3:00 a.m. to 6:00 a.m.) in any city-owned public parking lot</b>		20.00	40.00	80.00
<b>13.</b>	<b>Parking a vehicle and/or boat trailer, on any city-owned property or privately owned property open to the public, which has launched a boat from any city-owned launching area, without first having paid the established launching fee for same</b>		25.00	50.00	100.00

Any individual in violation of any of the offenses listed in subsection (e) 1-13 may receive a citation more than one time in each calendar day if the individual is in violation of subsection (e) 1-13 multiple times in the same calendar day.

**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 THE 20<sup>th</sup> DAY OF JUNE, 2022.

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

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

First Presented: June 6, 2022  
Adopted: June 20, 2022  
Published: \_\_\_\_\_  
William A. Pfeifer, City Attorney

## **ORDINANCE NO. 22-477**

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, AMENDING CHAPTER 94, ARTICLE I – IN GENERAL, Sec. 94-2. – PARKING VIOLATIONS BUREAU:

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

### **Sec. 94-2. - Parking violations bureau.**

Pursuant to section 8395 of the Revised Judicature Act (MCL 600.8395, MSA 27A.8395) a parking violations bureau, for the purpose of handling alleged parking violations within the city, is hereby established. The parking violations bureau shall be under the supervision and control of the city clerk.

- (a) The city clerk shall, subject to the approval of the council, establish a convenient location for the parking violations bureau, appoint the chief of police, or his or her designee, to administer the bureau and adopt rules and regulations for the operation thereof.
- (b) No violation not scheduled in section 9.6(e) shall be disposed of by the parking violations bureau. The fact that a particular violation is scheduled shall not entitle the alleged violator to disposition of the violation at the bureau and in any case the person in charge of such bureau may refuse to dispose of such violation in which case any person, having knowledge of the facts may make a sworn complaint before any court having jurisdiction of the offense as provided by law.
- (c) No violation may be settled at the parking violations bureau except at the specific request of the alleged violator. No penalty for any violation shall be accepted from any person who denies having committed the offense and in no case shall the person who is in charge of the bureau determine, or attempt to determine, the truth or falsity of any fact or matter relating to such alleged violation. No person shall be required to dispose of a parking violation at the parking violations bureau and all persons shall be entitled to have any such violation processed before a court having jurisdiction thereof if they so desire. The unwillingness of any person to dispose of any violation at the parking violations bureau shall not prejudice them or in any way diminish their rights, privileges and protection accorded to them by law.
- (d) The issuance of a traffic ticket or notice of violation by a police officer of the city shall be deemed an allegation of a parking violation. Such traffic ticket or notice of violation shall indicate the length of time in which the person to whom the same was issued must respond before the parking violations bureau. It should also indicate the address of the bureau, the hours during which the bureau is open, the amount of the penalty scheduled for the offense for which the ticket was issued and advise that a warrant for the arrest of the person to whom the ticket was issued will be sought if such a person fails to respond within the time limited.
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	e.	In front of drive	20.00	40.00	80.00
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	g.	Within 30 feet of street side traffic sign or signal	20.00	40.00	80.00
	h.	Within 50 feet of railroad crossing	20.00	40.00	80.00
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	c.	Displaying advertising	20.00	40.00	80.00
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<b>11.</b>	<b>Double parking</b>		20.00	40.00	80.00
<b>12.</b>	<b>All night parking (i.e., 3:00 a.m. to 6:00 a.m.) in any city-owned public parking lot</b>		20.00	40.00	80.00
<b>13.</b>	<b>Parking a vehicle and/or boat trailer, on any city-owned property or privately owned property open to the public, which has launched a boat from any city-owned launching area, without first having paid the established launching fee for same</b>		25.00	50.00	100.00

Any individual in violation of any of the offenses listed in subsection (e) 1-13 may receive a citation more than one time in each calendar day if the individual is in violation of subsection (e) 1-13 multiple times in the same calendar day.

**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 THE 20<sup>th</sup> DAY OF JUNE, 2022.

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

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

First Presented: June 6, 2022  
Adopted: June 20, 2022  
Published: \_\_\_\_\_  
William A. Pfeifer, City Attorney

**ORDINANCE NO. 22-478**

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, AMENDING CHAPTER 12 – BLIGHT, ARTICLE I. IN GENERAL BY THE ADDITION OF SECTION 12-8.

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

**ARTICLE I. IN GENERAL**

**Section 12- 8. Penalty for second or subsequent violation:**

A second or subsequent violation of this article shall be a misdemeanor punishable by 90 days in jail and/or a \$500 fine.

**Sections 12-9 -12-20 Reserved.**

**EFFECTIVE DATE**

THE PROVISIONS OF THIS ORDINANCE SHALL TAKE EFFECT TEN (10) DAYS AFTER PUBLICATION.

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 THE 20th DAY OF JUNE, 2022.

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

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

First Presented: June 6, 2022

Adopted: June 20, 2022

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

William A. Pfeifer, City Attorney

**City of Alpena  
Ordinance No. 22-479**

**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 933 Lockwood St shall be conditionally rezoned from R-2 to R-T and the Statement of Conditions shall be recorded with the Register of Deeds. Statement of Conditions is as follows: *Recently purchased property represented as Duplex. When I tried to register it, I was informed it was a single-family home and I would like to get a conditional rezone so it will be a legal duplex.*

**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.

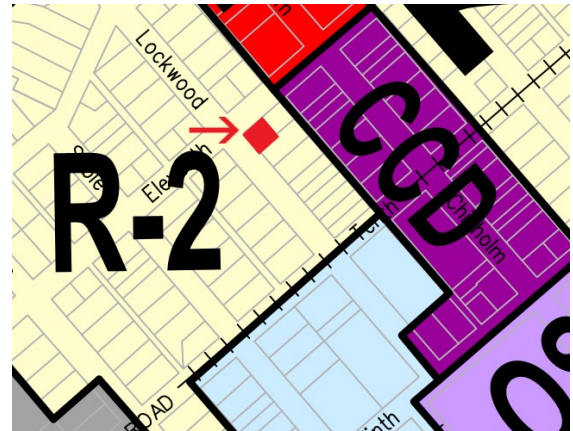
**SECTION 3: SAVING CLAUSE**

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. 22-479 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 20, 2022

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

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

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

Date: June 6, 2022

To: Honorable Mayor Waligora and Council

From: Bill Forbush, EFO  
Fire Chief

Re: Echo Program

Despite staffing shortages plaguing most emergency service agencies, we are committed to continuing the echo program for the western communities. Over the past several years, by working together, we have decreased advanced life support response time to the echo communities by 50%, and placed a firefighter on scene for sizeup, medical, and occasionally fire attack at fire scenes as needed. The cohesiveness and comfort level between our collective personnel has improved dramatically and we now operate as a well-oiled machine for the benefit of our residents.

It's been a while since we renewed the actual agreement, and as we prepare for our annual state license renewal, we'd like to send out an addendum to bring it up to date. We are not proposing any rate or other changes at this time, but we probably should have a current agreement in place.

We've prepared the attached addendum and asked the echo communities (Wilson, Green, Long Rapids and Maple Ridge Townships) to sign off. Similarly, we are asking City Council to authorize the addendum moving forward. The last 3% rate increase was in 2017 and put quite a strain on the smaller communities. We are not seeking any increases at this time.

**ADDENDUM TO INTERLOCAL AGREEMENT FOR NON-TRANSPORT**  
**ADVANCED LIFE SUPPORT SERVICES**

**THE CITY OF ALPENA**, a Michigan Municipal Corporation of 208 N. First Avenue, Alpena, Michigan 49707, “the City”, and **GREEN TOWNSHIP, MAPLE RIDGE TOWNSHIP, WILSON TOWNSHIP AND LONG RAPIDS TOWNSHIP**, all located in Alpena County, Michigan, “the participating Townships”, hereby amend their agreement dated 1/16/2014 as to term and renewal only. All other terms and conditions remain unchanged.

This agreement shall remain in force, unless canceled by any party with 90 days written notice. If cancelled by a participating township, the City reserves the right to continue service for the remaining townships, or discontinue the program if it is no longer feasible.

The current rate paid by each participating township to the City, is \$7725 per year. This rate remains unchanged.

CITY OF ALPENA

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

GREEN TOWNSHIP

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

LONG RAPIDS TOWNSHIP

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

MAPLE RIDGE TOWNSHIP

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

WILSON TOWNSHIP

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_



Alpena Downtown  
Development Authority  
124 E. Chisholm Street  
Alpena, MI 49707

DATE: June 13, 2022  
TO: Mayor and City Council Members  
COPY: Rachel Smolinski, City Manager  
Anna Soik, City Clerk/ Treasurer/ Finance Director  
FROM: Anne Gentry, Downtown Development Authority  
RE: Downtown Alpena Alleyway Project

In May, Rachel Smolinski and I organized a meeting with stakeholders and business owners along the alleyway that runs between 2<sup>nd</sup> and 3<sup>rd</sup> Ave. in Downtown Alpena to discuss how the closure to automobile traffic went last year and brainstormed a plan for this year. There were ten business owners in attendance, along with Rachel, Chief Forbush and Andy Marceau, and myself. I also received some feedback via email and conversations with stakeholders unable to attend.

Some of the key pieces of feedback discussed:

- Last year, the small bike racks that blocked the alleyway off on 2<sup>nd</sup> and 3<sup>rd</sup> Ave were frequently moved, and cars frequently continued to drive through the alleyway.
- Automobiles entering off 2<sup>nd</sup> and 3<sup>rd</sup> Ave pose a safety threat to pedestrians walking or biking through the alleyway.
- Access to the dumpsters that are kept near the back entrances of the buildings need access until they can be moved. One suggestion was to relocate them into a parking stall in that lot, but no plan for management has been developed.
- The handicap parking spaces near the back of the Pocket Park are frequently used and important for patrons to access those nearby businesses.
- Without the placement of any furniture in the alleyway, it was not used a gathering space last summer.
- A long term plan for resurfacing needs to be developed, as there are many uneven areas that become especially hazardous during the winter months.

In general, the business and property owners near the alleyway are supportive of closing the alleyway to automobile traffic, for both the safety of patrons and its possibility as a beautified gathering space. There are still a few hurdles and issues (handicap parking, resurfacing, and trash removal) that will require more discussion and planning to close the entire alleyway, but we have developed a plan for this summer that would address some of the issues from last year while still making incremental changes to redevelop it into a vibrant gathering space.

Attached to this memo you will find an overview of our proposal to close the alleyway to automobile traffic from July 1, 2022 through November 1, 2022 (based on weather).

A handwritten signature in cursive script, appearing to read "Anne Gentry", written in dark ink.

Anne Gentry  
Executive Director

989.356.6422

[anneg@alpena.mi.us](mailto:anneg@alpena.mi.us)

[www.downtownalpenami.com](http://www.downtownalpenami.com)

### Overview

For many years, business owners, property owners, community members, and the DDA have envisioned the alleyways downtown into pedestrian-friendly gathering spaces that can be closed to automobile traffic and used for outdoor dining, live music, and other events. In 2021, the City of Alpena closed the alleyway between 2<sup>nd</sup> and 3<sup>rd</sup> Ave to automobile traffic on a trial basis. Since then, the DDA has collected feedback from adjacent building and business owners on how the closure went and suggestions for this year.

For 2022, we are proposing to close to alleyway between 2<sup>nd</sup> and 3<sup>rd</sup> Ave as indicated on the attached map. The alleyway would be closed:

- From 3<sup>rd</sup> Ave. to the back of the patio behind HopSide Brewery
- From 2<sup>nd</sup> Ave. the length of the Center Building

Automobiles would still be allowed to enter through the Parking Lot and access:

- The dumpsters behind the Center Building, Mango's, and Soaps and Such
- The handicap spaces behind the Pocket Park

### Placement of Furniture & Planters

The DDA will purchase and place large planters ([such as these](#)) at each access point to block automobile traffic from entering those two areas. The planters will be around 60 lbs so could be moved in case of an emergency, but they would be cumbersome enough that the average driver wouldn't move them like they moved the bike racks last year. The DDA will also purchase smaller planters to place inside the alleyway to make it more welcoming. The DDA will coordinate with business owners around the alleyways to keep the flowers watered in the planters.

The DDA is also proposing to place some of the tables and benches they rent through Le Fave Properties to place in both sections of the alleyway, which will encourage people to use the space as intended.

### Concrete Barriers & Fire Access

We are requesting to place the large concrete barriers between the parking lot and alleyway as they were last year. Additionally, we are proposing to place two of them to block off automobile access at 2<sup>nd</sup> and 3<sup>rd</sup> Ave. We have cleared this with Chief Forbush & Andy Marceau. In case of emergency, they would access the buildings through the Parking Lot and would be able to move the flower planters or any furniture.

### Management

This year, the DDA will take a more active role in managing the alleyway and promoting its use. Any events, private gatherings, or concerts will still need to go through the normal Event Approval process through the City.

### Requests from City

We are requesting of the City:

- To approve the closure of the alleyway as described above from July 1, 2022 through November 1, 2022 (weather permitting)
- To place the large cement barriers in between the row of parking spaces and the alleyway as they were placed last year.



- To place the large cement barriers on 2<sup>nd</sup> and 3<sup>rd</sup> Ave. access points.
- To place two trash bins in the alleyway (one in each section be closed)

#### Next Steps

If approved, the DDA will:

- Coordinate with the City about placing the concrete barriers as requested
- Order the additional flower planters, which should arrive by July 1, 2022
- Deliver the tables and benches to be placed in the alleyway once the other items are placed
- Send out PSA and alert downtown businesses of the closure

#### Funding Opportunities

Some funding opportunities that are available for the project for next year:

##### **Michigan Municipal League Bridge Builders Microgrants**

Up to \$5,000 (four awarded throughout the state)

Application would be submitted by the DDA

Applications close on July 10

- Finalists notified August 3-5
- Online voting August 8-21
- Mid-September 2022 grantees announced
- Projects take place between October 2022- June 30, 2023

Purpose: The Bridge Builders Microgrants program offers small, one-time grants to people or organizations within Michigan. Projects are intentionally collaborative, bringing together neighbors, artists, business owners, elected officials, and more.

Applications must include at least one lead artist and at least three locally owned small businesses within a four-block radius of each other. Applications must also include a letter of support from a local government official (like a city manager). Priority will be given to applications that celebrate the community's diversity including generational, racial, cultural, economic, and more.

##### **Community Foundation for Northeast Michigan**

Community Impact Grant

Up to \$5,000, due July 15 and January 15

City or DDA could apply

Women's Giving Circle

Up to \$3,000, due July 1

City or DDA could apply

##### **Patronicity Public Spaces, Community Spaces**

Crowdfunding campaign where MEDC matches up to \$50,000

Previously used for the Dog Park, Fish Mural, and Thunder Bay Arts sculptures


## Alleyway


Last edit was seconds ago

 Add layer  Share  Preview

☒ Areas for closure

 Individual styles

 Polygon 1

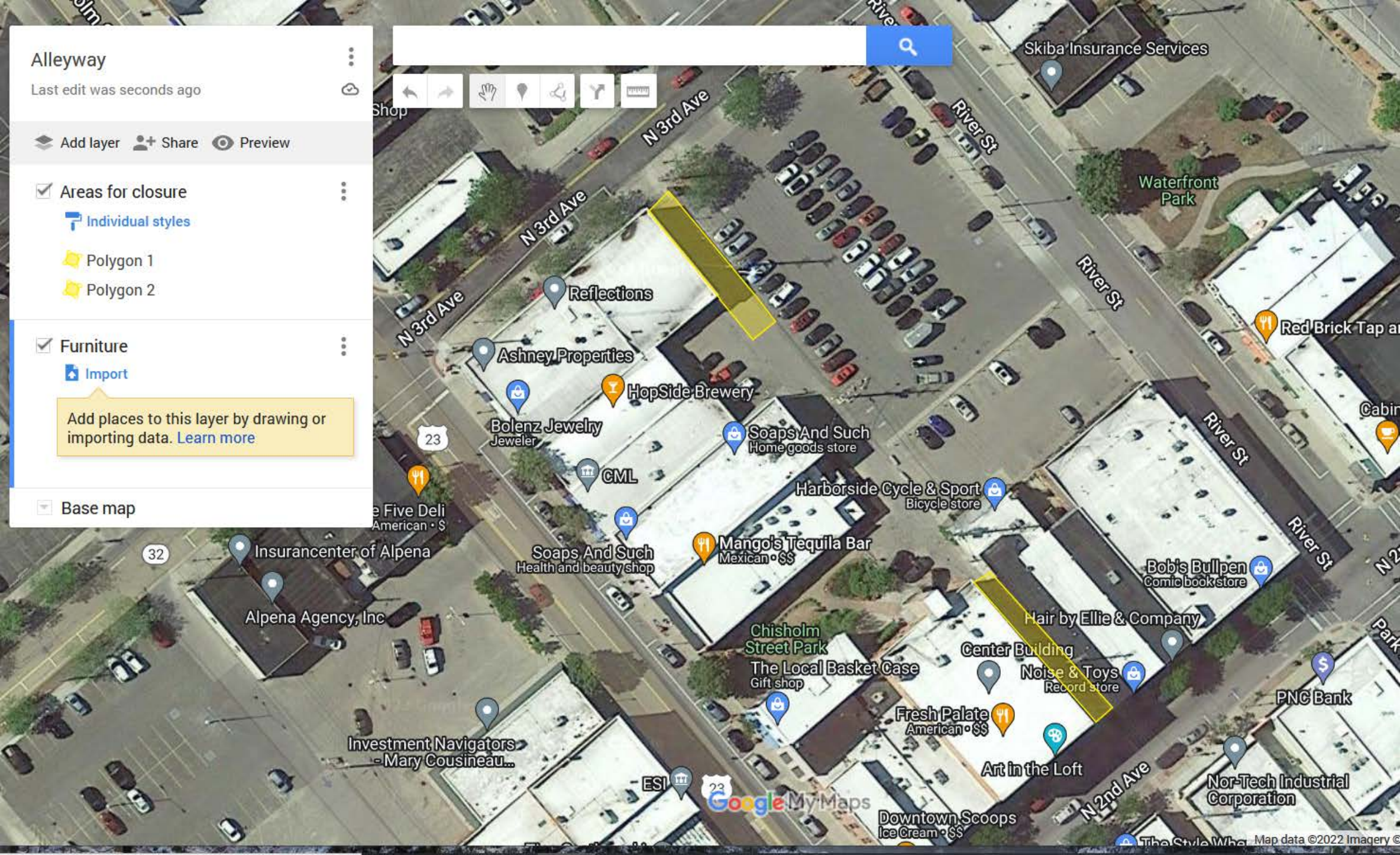
 Polygon 2

☒ Furniture

 Import

Add places to this layer by drawing or importing data. [Learn more](#)

☐ Base map



- Small flower planter (DDA)
- Concrete barrier
- Umbrella table (DDA)
- Bench (DDA)
- Larger flower planter (DDA)

