

ALPENA CITY COUNCIL MEETING

June 21, 2021 – 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 Session of June 7, 2021.
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 Hearings.
7. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$296,786.81.
 - B. Council Appointment of Claire Kostelic to the Zoning Board of Appeals for a Three-Year Term Expiring on July 1, 2024.
 - C. Budget Amendment Request to Transfer \$8,330 from Salaries & Wages in the Police Department to Durable Goods in the IT Department for the Purchase of Two Additional In-Car Tablets.
 - D. Budget Amendment Request to Adjust Revenues and Expenditures Within the General Fund for Fiscal Year 2021 for Amounts that Exceed the Projected Budget. Net Effect of Adjustments is an Addition of \$126,181 to the Current Budget.
 - E. Approval of a Noise Variance for a Live Music Event, Held in the Alley Between Noise & Toys and The Fresh Palate, on July 1, 2021 from 10 p.m. to 12 a.m.
8. Presentations.
9. Announcements.
10. Mayoral Proclamation.

Amateur Radio Week, June 21-27, 2021.
11. Report of Officers.

First Reading of Ordinance 21-460 Which Amends the Code of Ordinances to Include the Addition of Chapter 12 for Blight – Bill Pfeifer, City Attorney.

12. Communications and Petitions.

13. Unfinished Business.

Second Reading of Ordinance 21-459, Medical Marihuana Facilities – Repeal of the Current Ordinance and Adoption of New Language – Bill Pfeifer, City Attorney.

14. New Business.

A. Fire Services Agreement – Bill Forbush, Fire Chief.

B. Contract Modification #2 for the 2019 Resurfacing Project – Steve Shultz, City Engineer.

C. Defense Community Improvement Program Application Submittal – Steve Shultz, City Engineer.

D. Traffic Control Order to Prohibit Trucks in Bingham Street Alley – Steve Shultz, City Engineer.

15. Adjourn to Closed Session to Discuss an Update Regarding Proposed Litigation with the Alpena Prototype Biorefinery, LLC, American Process, Inc., and GranBio LLC.

16. Return to Open Session.

17. Adjourn.

Richard Sullenger
Acting City Manager

COUNCIL PROCEEDINGS

June 7, 2021

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

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

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

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

Motion carried 5-0.

MINUTES

The minutes of the regular session of May 17, 2021, 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 Allowed – in the Amount of \$668,582.79 be Allowed and the Mayor and City Clerk Authorized to Sign Warrant in Payment of Same.
- B. Approval of a Noise Variance for Joe's Bar, Located at 1300 Ford Avenue, on July 17, 2021, from 10 p.m. to 12 a.m.
- C. Approval of Revised Resolution 2021-04, A Resolution Authorizing Submission of a Recreation Passport Grant Application for the Culligan Plaza Reconstruction Project.

Motion carried 5-0.

PROCLAMATION

Mayor Waligora proclaimed June 13-19, 2021, as Alpena Blues Week.

ORDINANCE 21-459

City Attorney Pfeifer delivered the first reading of Ordinance 21-459, an ordinance amending Chapter 18, Article I, Section 18-1, Medical Marihuana Facilities.

DECORATIVE PANELS INTERNATIONAL UPDATE

Mr. Tim Rombach, Senior Environmental Engineer with DPI, could not make it to the meeting so Mayor Waligora presented an update regarding the additional noise and odors from Decorative Panels International.

BUDGET ADOPTION RESOLUTION

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, that the fiscal year 2021-22 budget be adopted, that the Administrative Salaries and Fringe Benefits for 2021-22 be adopted, and that the Comprehensive Fee Schedule be adopted, with the revised fees effective July 1, 2021, and fees proposed for revision requiring an ordinance change be effective upon the effective date of the ordinance amendment.

Motion carried 5-0.

RESOLUTION 2021-07

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, that Resolution No. 2021-07, which appropriates funds for the approved 2021-22 budget, and which sets the 2021 millage rates, and which authorizes the City Treasurer to collect the 2021 property taxes, be adopted.

Motion carried 5-0.

AMEND FY 2020-21 BUDGET

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, that the 2020-21 budget be amended to show the estimated revenues and expenditures as itemized in the column titled 2020-21 Est. Current.

Motion carried 5-0.

FIRE SERVICES AGREEMENT

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, to approve the Intergovernmental Agreement for Fire Department Organizational and Response Services with the Charter Township of Alpena as amended.

Motion carried 5-0.

FIRE DEPARTMENT AUXILIARY COMPONENT/RETIREE RESERVE

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the Fire Department Auxiliary Component and Retiree Reserve as presented.

Motion carried 5-0.

CENTER ALLEY PROJECT

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Hess, to support the pilot project and they can go for however long they want this year with a cap of \$3,000 from the City's budget.

Motion carried 5-0.

WATER RECYCLING PLANT TANKER TRAILER REPLACEMENT BID

The City sent out proposals to seventeen tanker suppliers and received only one bid on May 4, 2021, from Tank Truck Services from Warren, Michigan in the amount of \$77,404.32 and a revised bid in the amount of \$78,792 which includes pneumatics to

the vent valve that was not specified in the original proposal.

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to issue a purchase order to Tank Truck Services in the amount of \$78,792.

Motion carried 5-0.

CITY TREE PROGRAM RENEWAL RECOMMENDATION

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Mitchell, to renew the contract with Prattscape, LLC with the increased prices per tree and bush planted for \$18,000 allotted in the 2021-22 budget.

Motion carried 5-0.

DOWNTOWN ALPENA SOCIAL DISTRICT PERMIT APPROVAL

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Nowak, to adopt Resolution 2021-13, a resolution approving social district permits for qualifying licensees contiguous to the common areas in the Downtown Alpena Social District.

Motion carried 5-0.

EXTENSION OF THE 20-MILE RADIUS REQUIREMENT FOR EMERGENCY

EMPLOYEES

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to approve the extension to 25-mile radius for all emergency personnel.

Motion carried 5-0.

ADJOURN

On motion of Mayor Pro Tem Johnson, seconded by Councilmember Nowak, the Municipal Council adjourned at 8:36 p.m.

Matthew Waligora
Mayor

ATTEST:

Leilan Bruning
Deputy City Clerk

INVOICE REGISTER

Page: 1/3

EXP CHECK RUN DATES 06/22/2021 - 06/22/2021

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
A-1 TREE SERVICE	21-170	BAGGED LAWN & LEAF PICK-UP 06/21	10,100.00
AIRGAS USA LLC	9113196929	SUPPLIES - EMS DISP	45.79
AIRGAS USA LLC	9979914909	VEH MAINT - DPW	68.20
AIRGAS USA LLC	9979944426	SUPPLIES - EMS DISP	18.60
ALLEGRA ALPENA	152359	SUPPLIES - FIRE/EMS	180.56
ALPENA AGENCY INC	40465	INSURANCE - SECOND AVE BRIDGE	12,123.00
ALPENA COUNTY TREASURER	060121	IT CONTRACTED SVCS 06/21	8,118.00
ALPENA DIESEL SERVICE	69339	VEH MAINT - DPW	186.73
ALPENA POWER COMPANY	062221	ELECTRIC	30,816.57
ALPENA SUPPLY CO	S100333618.001	MAINT - CEMETERY	124.10
ALPENA SUPPLY CO	S100331634.002	MAINT - BOAT HARBOR	24.33
ALPENA SUPPLY CO	S100333933.001	MAINT - PARKS	51.64
ALPENA SUPPLY CO	S100337008.001	VEH MAINT - DPW	99.81
ALPENA SUPPLY CO	S100337131.001	MAINT - FIRE/EMS	199.61
ALPENA SUPPLY CO	S100337319.001	VEH MAINT - DPW	9.56
ALRO STEEL CORP	BFG8027AL	SUPPLIES - PARKS	127.27
AMAZON CAPITAL SERVICES INC	1CCL-NKKR-WDGD	SUPPLIES - POLICE	25.98
AMAZON CAPITAL SERVICES INC	1MQM-GXQN-LCXG	SUPPLIES - POLICE	115.20
ANDREW HARMON	052921	SAFETY SHOE/WORK APPAREL ALLOW - PW	350.00
ANNA SOIK	050421	MILEAGE 05/21	9.91
ANNE GENTRY	061621	REIMB CELL PHONE EXP - DDA	240.00
BALL TIRE & GAS INC	193707	VEH MAINT - DPW	14.00
BALL TIRE & GAS INC	193942	VEH MAINT - FIRE/EMS	20.00
BALL TIRE & GAS INC	193991	VEH MAINT - DPW	20.00
BALL TIRE & GAS INC	194134	VEH MAINT - DPW	13.79
BALL TIRE & GAS INC	194378	VEH MAINT - DPW	13.79
BELL EQUIPMENT COMPANY	P00152	VEH MAINT - DPW	314.81
BLARNEY CASTLE OIL COMPANY	1326836	DIESEL FUEL - EQ	220.67
BOLENZ JEWELRY	001-83893	CWP/RET PLAQUE PLATES	57.00
BP	60199686	GAS/FUEL - FIRE/EMS/EQ	2,297.11
BRUCE TILLINGER	053121	MECHANICAL INSP SVCS 05/21	2,568.00
BRUCE TILLINGER	053121A	PLUMBING INSP SVCS 05/21	1,566.00
CARQUEST AUTO PARTS	433272	SUPPLIES - EMS	23.86
CARQUEST AUTO PARTS	433439	VEH MAINT - DPW	12.28
CARQUEST AUTO PARTS	433787	VEH MAINT - DPW	6.37
CARQUEST AUTO PARTS	433874	VEH MAINT - DPW	6.22
CARQUEST AUTO PARTS	051321	VEH MAINT - DPW	172.11
CARQUEST AUTO PARTS	434011	VEH MAINT - EMS	3.11
CARQUEST AUTO PARTS	434013	VEH MAINT - POLICE	9.33
CARQUEST AUTO PARTS	434015	VEH MAINT - FIRE/EMS	6.22
CARQUEST AUTO PARTS	434355	VEH MAINT #28	112.74
CARQUEST AUTO PARTS	434693	VEH MAINT - DPW	87.32
CERTA SITE LLC	9542787	BLDG MAINT - FIRE/EMS	143.75
CHARTER COMMUNICATIONS	0161888052721	FAX LINE - PUBLIC WORKS	89.98
CHARTER COMMUNICATIONS	0015914060521	WATER TWR INTERNET SIGNALS	607.88
CHEMTRADE CHEMICALS US LLC	93126630	ALUMINUM SULFATE - WATER	4,580.18
CHERRY HILL GREENHOUSE	088370	FLOWER BASKETS - DDA/BOAT HARBOR	3,850.00
CLEAR WATER LAKE MANAGEMENT INC	1936	MAINT - BOAT HARBOR	1,120.00
CMP DISTRIBUTORS INC	67716	RIFLE OPTICS - POLICE	1,277.00
CONTROL SOLUTIONS INC	15856	BUILDING SECURITY IMPROVEMENTS - CITY	230.00
DE LAGE LANDEN FINANCIAL SERVICES	72688326	COPIER LEASE 07/21 - DDA	56.55
DEAN ARBOUR FORD LINCOLN MERCURY	32337	VEH MAINT - DPW	603.46
DEAN ARBOUR FORD LINCOLN MERCURY	32339	VEH MAINT - POLICE	240.54
DEAN ARBOUR FORD LINCOLN MERCURY	32417	VEH MAINT - FIRE/EMS	370.91
DELTA COLLEGE	061621	COURSE REGISTRATION - POLICE	1,150.00
DELTA COLLEGE	061621A	COURSE REGISTRATION - POLICE	285.00
DOUGLAS ROZNOWSKI	061221	WORK APPAREL ALLOW - EQUIP	286.40
DTE ENERGY	050721	GAS - DDA	42.56
DTE ENERGY	062221	GAS	4,750.84
DUFFY GORSKI	061421	MICH-E-KE-WIS RENT REFUND	125.00
EAGLE SUPPLY CO	118369	SUPPLIES - FIRE/EMS	438.38
EAGLE SUPPLY CO	118629	SUPPLIES - CITY HALL	26.40
EVERETT GOODRICH TRUCKING	HMA 2021-01	HMA PATCHING 2021	22,046.32
FASTENAL COMPANY	MIALP183791	VEH MAINT - DPW	35.86
FASTENAL COMPANY	MIALP184201	VEH MAINT - DPW	7.00
FITZPATRICK'S HARDWARE	5318814	SUPPLIES - PUBLIC WORKS	1,967.87
FITZPATRICK'S HARDWARE	5328053	SUPPLIES - PUBLIC WORKS	4.79
FITZPATRICK'S HARDWARE	538224	SUPPLIES - PUBLIC WORKS	19.98
FRANCIS ROSINSKI	053121	ELECTRICAL INSP SVCS 05/21	1,378.00
FRANKS KEY & LOCK SHOP INC	42513	SUPPLIES - PUBLIC WORKS	45.00
FRANKS KEY & LOCK SHOP INC	42557	SUPP/MAINT - BOAT HARBOR	92.00
FRANKS KEY & LOCK SHOP INC	42585	SUPPLIES - FIRE/EMS	23.45

INVOICE REGISTER

Page: 2/3

EXP CHECK RUN DATES 06/22/2021 - 06/22/2021

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
FREES HYDRAULICS & EQUIP REPAIR	39282	VEH MAINT #69	39.70
FRONTIER	4175 06/21	TELEPHONE - FIRE/EMS	40.70
FRONTIER	5445 06/21	TELEPHONE - FIRE/EMS	79.68
FRONTIER	7204 06/21	ELEVATOR TELEPHONE - CITY HALL	58.51
FRONTIER	7430 06/21	ELEVATOR TELEPHONE - PUBLIC SAFETY	58.51
GRAINGER	9900285207	SUPPLIES - PARKS	18.76
GRAND TRAVERSE	55674	RADIO MAINT - FIRE/EMS	30.11
GRAND TRAVERSE	55651	RADIO MAINT - FIRE/EMS	1,339.75
GREENWAY	053121	DUMPSTER CHARGES 05/21	1,651.50
HALLS SERV-ALL	053121	RENTAL FEE - PARKS	1,527.02
HARGERS FEED & GARDEN	13112	FLOWERS - PARKS	1,894.50
INK AND TONER ALTERNATIVE	21-6024	SUPPLIES - IT	154.98
INK AND TONER ALTERNATIVE	21-6069	SUPPLIES - IT	74.99
JEAN FOURNIER	AP20-1334C	AMBULANCE REFUND	87.70
JEROMES TOWING	21-2624	IMPOUND TOWING - POLICE	88.00
KEVIN ALEXANDER	060721	SAFETY SHOE/WORK APPAREL ALLOW - PW	350.00
L & S TRANSIT MIX	60715	MAINT - SEWER	14.46
L & S TRANSIT MIX	259519	MAINT - CEMETERY	193.75
LARRY SANDERSON	9630257	BIKE RACK DISTRIBUTION - DDA	156.00
LARRY'S AUTO COLLISION	16327	TRUCK SUPPLIES - FIRE/EMS	135.00
LEXIPOL	INVPR3999	ONLINE POLICE ACADEMY	1,248.30
MCDONALD AUTO SUPPLY INC	952297	SUPPLIES - FIRE/EMS	24.05
MERIDIAN CONTRACTING SERVICES LLC	2251	PVP PUMP REPLACEMENT - WWTP	88,500.00
MERIDIAN CONTRACTING SERVICES LLC	2255	VALVE REPLACEMENT - WTP	33,120.00
MICHAEL C MISCHLEY	060321	WORK APPAREL ALLOW - PKS	350.00
MICHIGAN PIPE & VALVE	T013599	VEH MAINT - DPW	480.00
MICHIGAN PIPE & VALVE	T013824	NEW WATER SERVICES	1,651.20
MICHIGAN STATE POLICE	551-587271	SOR REGISTRATION - POLICE	90.00
MID MICHIGAN MEDICAL CENTER-ALPENA	523	SUPPLIES - EMS DISP	725.00
MID MICHIGAN MEDICAL CENTER-ALPENA	531	SUPPLIES - EMS DISP	535.00
MILLER OFFICE MACHINES	AR15189	COPIER MAINT - CH/PSF	387.53
NATIONAL FIRE PROTECTION ASSN	7970489Y	SUPPLIES - FIRE	114.50
NEW DIRECTIONS	INV-16117	EMP ASST PROGRAM 06/21-11/21	1,600.00
NORTHERN CLEANING & MAINTENANCE	060121	MAINT - DDA	180.00
NYE UNIFORM COMPANY	779056	UNIFORMS - POLICE	126.50
OMEGA ELECTRIC & SIGN CO INC	20294	LIGHTING UPGRADE - WWTP	6,994.00
PITNEY BOWES INC	1018296588	POSTAGE METER RENT 04-06/21	176.97
POCKET NURSE	1216431-1	SUPPLIES - EMS DISP	181.34
PRATTSCAPE LLC	051121	TREE PLANTING/BEAUTIFICATION - LOC ST/E	2,100.00
PRESQUE ISLE ELECTRIC & GAS CO	81166373 0521	ELECTRIC - AIR BASE	29.14
SAW SUPPLY	994474	MAINT - FIRE/EMS	61.00
SHANE ADAMSKI	061421	SAFETY SHOE/WORK APPAREL ALLOW - PW	342.34
SOLUCIENT SECURITY SYSTEMS	485571	MAINT - PUBLIC WORKS	101.19
STATE OF MICHIGAN	491-394441	QUALITY ASSURANCE ASSESSMENT PROG -	2,246.04
STRALEY LAMP & KRAENZLEIN PC	33903	MONTHLY FEE 05/21	3,225.00
SUPERIOR IMAGE CLEANING	060221	CITY CUSTODIAL SERVICES	3,533.28
TED FESTERLING LLC	9055	VEH MAINT - DPW	1,305.00
TED FESTERLING LLC	9080	VEH MAINT - DPW	260.00
TED FESTERLING LLC	9246	VEH MAINT #39	2,165.00
TED FESTERLING LLC	9255	VEH MAINT - DPW	34.12
TED FESTERLING LLC	9287	VEH MAINT - DPW	170.60
TELNET WORLDWIDE	222775	TELEPHONE	732.96
TEMPEST ENTERPRISES LLC	6934	FILTER VALVE UPGRADE - WWTP	6,071.93
TEMPEST ENTERPRISES LLC	7028	FILTER VALVE UPGRADE - WTP	4,662.00
TERMINAL SUPPLY CO	48825-00	VEH MAINT - DPW	183.16
THE ALPENA NEWS	500035	PUBLISHING/ADV - FIRE/EMS	50.75
THE ALPENA NEWS	500092	PUBLISHING/ADVERTISING	782.20
THE ALPENA NEWS	500093	PUBLISHING/ADVERTISING	205.45
THOMPSONS LINEN SERVICE	70483 05/21	RUGS/UNIFORMS/SUPP-CH/CEM/PSF/PW/PK:	646.76
THUNDER BAY ELECTRIC INC	229851	CONTRACTUAL SERVICE	268.51
THUNDER BAY ELECTRIC INC	229860	MAINT - LIGHTS	195.28
THUNDER BAY ELECTRIC INC	229878	MAINT/TRAFF SIG MAINT - MAJ ST/BH	755.86
THUNDER BAY ELECTRIC INC	229879	TRAFF SIGNAL MAINT - MAJ ST	18.19
TONY DAWSON	053121	MILEAGE 05/21	115.36
TRACTOR SUPPLY CREDIT PLAN	100688438	SUPPLIES - PARKS	134.97
TRACTOR SUPPLY CREDIT PLAN	200953477	SUPPLIES - PARKS	34.90
TRACTOR SUPPLY CREDIT PLAN	300065971	SUPPLIES - PARKS	44.97
TRUE NORTH RADIO NETWORK	21050285	ADVERTISING - DDA	300.00
VERIZON WIRELESS	9881600491	CELL TELEPHONES	644.54
VERIZON WIRELESS	9881600492	CELL TELEPHONES/IPADS	1,583.31
VISA/ELAN FINANCIAL SERVICES	2432 06/21	FOOD/SERVICE - CLERK/TREAS	18.37
VISA/ELAN FINANCIAL SERVICES	3610 06/21	CONF REG/PROMO - DDA	266.04

INVOICE REGISTER

Page: 3/3

EXP CHECK RUN DATES 06/22/2021 - 06/22/2021

UNJOURNALIZED

OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
VISA/ELAN FINANCIAL SERVICES	4503 06/21	SUPPLIES - LIGHTS	429.35
VISA/ELAN FINANCIAL SERVICES	6116 06/21	INT/TRAINING/VEH TRACK/ZOOM YRLY-FIRE/	579.34
VISA/ELAN FINANCIAL SERVICES	5087 06/21	FOOD/SERV/LOG-IN - MGR	78.83
VISA/ELAN FINANCIAL SERVICES	6134 06/21	SUPPLIES - PUBLIC WORKS	29.97
VISA/ELAN FINANCIAL SERVICES	7661 06/21	TRAINING REGISTRATION - C/T	75.00
W S DARLEY AND CO	17434603	SUPPLIES - FIRE/EMS	268.92
WEST SHORE FIRE INC	24138	VEH MAINT - FIRE EQ	849.99
WEX BANK/SHELL	72187231	GAS/FUEL - SUEZ	234.49
Total:			296,786.81

6/14/2021

	NAME	BOARD	TERM	New Ex. Date	APPT AUTH
APPOINT	Claire Kostelic	Zoning Board of Appeals	3	7/1/2024	City Council

BUDGET AMENDMENT REQUEST

FUND: General
 DEPARTMENT: I.T. Fund
 PROJECT: Police In-Car Computers

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
701				
101-301 700-000	Salaries & Wages	\$1,225,000	(\$8,330)	\$1,216,670
101-228-730-300	IT-Durable Goods	\$4,000	\$8,330	\$12,330

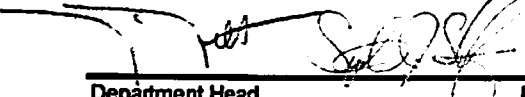
Justification for Budget Amendment

Police currently have only one servicable in-car computer tablet for its entire fleet. The tablets allow officers to quickly access critical information and complete short reports in the patrol vehicles. The transfer would allow for the purchase of two (2) additional tablets.

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 6/16/2021
 Date


 Clerk/Treasurer 6/16/21
 Date


 City Manager 6-16-2021
 Date

City Council Date

Memorandum



Date: June 17, 2021

To: Mayor Waligora and Municipal Council Members

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

Subject: Budget Amendment Request

Since the fiscal year 2022 budget has been adopted, now it is necessary to update revenues and expenditures that exceed the projected budget. In the local community stabilization share account (also known as the personal property tax reimbursement), the City received an additional reimbursement that was unanticipated of \$250,834. Also, there were other revenues received throughout other departments that have exceeded our projections. I have included those in the request.

For the expenditures, there were salaries/wages accounts that were decreased during the budget process because of a miscalculation of the number of payrolls that were yet to be charged. If we had stayed with our original budget, we would have been ok. I did also include in the expenditures, other accounts such as supplies, insurance/bonds, and utilities that are already over the amended budget.

The attached budget amendment request will add \$294,885 to General Fund revenue, but will also add \$168,704 of expense. The net effect will be an addition of \$126,181 to the amended budget for fiscal year 2021.

Thank you for your review and consideration.

BUDGET AMENDMENT REQUEST

Account No.	Acct. Description	Current Budget	Proposed Inc./ (Dec.)	Proposed Budget
101-000-573.000	Local Comm Stab. Share	308,819	250,834	559,653
101-000-665.000	Investment Income	8,000	2,000	10,000
101-001-476.000	Planning & Zoning Fees	6,500	1,500	8,000
101-001-635.000	Copies - General	100	17	117
101-002-627.100	CEM - Monument Permits	2,600	120	2,720
101-002-642.001	Sales - Cemetery Lots	15,300	860	16,160
101-003-505.100	Grts - Police Training	1,500	284	1,784
101-003-677.000	Miscellaneous	9,000	3,018	12,018
101-003-635.100	Copies - Police	1,500	300	1,800
101-003-582.200	Grts - Sch Lias Loc Share	42,500	21,395	63,895
101-003-657.000	District Court	6,000	2,252	8,252
101-004-626.002	EMS Educational Training	7,800	1,200	9,000
101-006-674.000	Compost - sales	1,700	773	2,473
101-006-674.100	Compost - labor/eq cost	950	480	1,430
101-006-675.100	Fireworks donations	26,000	6,325	32,325
101-008-667.500	Starlite Pavilion	1,000	575	1,575
101-010-641.102	Rent - Fiber/External	3,655	2,952	6,607
101-170-701.000	Salaries & Wages	630,000	30,000	660,000
101-170-726.000	Supplies	58,000	6,001	64,001
101-170-910.000	Insurance & Bonds	9,000	11,000	20,000
101-170-920.000	utilities	33,000	3,018	36,018
101-228-701.000	Salaries & Wages	21,555	4,075	25,630
101-276-701.000	Salaries & Wages	60,000	12,000	72,000
101-336-701.000	Salaries & Wages	1,900,000	62,000	1,962,000
101-336-931.200	Building & Maint	26,689	2,017	28,706
101-336-956.000	Miscellaneous	7,000	1,051	8,051
101-440-701.000	Salaries & wages	256,757	12,110	268,867
101-440-943.000	Equipment Rent	124,000	5,000	129,000
101-750-701.000	Salaries & wages	105,000	20,432	125,432

Justification: Adjust revenues for underbudgeted amounts. Also, numerous expenditures are overbudget due to miscalculation of the number of payrolls left to be charged to this fiscal year.

Department Head

Date

Anna Soik

6/17/21

Clerk/Treasurer

Date

[Signature]

City Manager

Date

6-17-2021

City Council

Date



APPLICATION FOR PERMIT/RESERVATION SMALL EVENT APPLICATION (Less than 100 People)

City of Alpena
208 N. First Avenue, Alpena, MI 49707
(989) 354-1720 – fax (989) 354-1709

Facility Needed: Thursday July 1st, 2021 Beginning Time 6 am/pm
Day Date

Approximate Number of People in Party less than 100 Ending Time 12 am/pm

Event Description Live music Event outdoors (in alley of Social District)

Name of Organization: _____

Name of Applicant: Joseph Rybarczyk Phone Number: (734) 478-8848

Address
Applicant: 104 River St. Alpena, MI 49707 Email: rybarcjm@hotmail.com

Applicant's Signature: [Signature] Date: 06/15/21

Reservation of a facility does not guarantee full use of other park facilities.

Mark ALL facilities you are requesting the use of

Parks Available for Reservation

Bay View Park		Mich-e-ke-wis Warming Shelter	
	Four Tennis Courts - \$8/court/hr		\$175 per day plus \$100 deposit
	Three Basketball Courts - \$8/court/hr		
	Band Shell - \$200 deposit (refundable)		
McRae Park		Starlite Beach Pavilion	
	Building – Fees/Rentals through McRae Park Association		Pavilion - \$75 plus \$100 deposit (refundable) includes 20 picnic tables & 4 refuse receptacles
	Two Tennis Courts - \$8/court/hr		
	Two Basketball Courts - \$8/court/hr	Culligan Plaza	
		Open gathering area - \$65 per max 4 hour Event – Need Approval of DDA and City.	
Duck Park		Alpena Regional Trailhead	
	Open gathering area - \$65.00 per day		Pavilion- \$50 plus \$50 deposit (refundable) includes restrooms, 6 picnic tables & 2 refuse receptacles
	Approval needed from Wildlife Sanctuary Board & City of Alpena		
City Marina		City Hall Parking Lot	
	Fishing Tournaments - \$75		\$50 per day
	Cruise Ship Docking Fee – Billed for cost incurred		
Island Park		APPROVED 6/17/21 DATE BY <u>Anna Soik</u>	
	Submit letter to the City Clerk who will then forward to the Wildlife Sanctuary Board and the Planning and Development Director for their review and recommendation.		

Return completed form with fee (by check) to City of Alpena Clerk's Office, 208 N. First Avenue, Alpena, MI, 49707. All questions can be directed to the City Clerk at (989) 354-1720, Monday through Friday, from 8 a.m. to 5 p.m.

I. The purpose and character of the proposed Event is as follows:

An outdoor live music event featuring local musicians and participating local concessions (Noise & Toys, Fresh palate) - A live stage with professional sound and an online live stream.

II. The proposed Event is to be conducted at (address):

The Social District Alley downtown between Noise & Toys & The Fresh Palate.

III. The dates and hours during which the proposed Event is to be conducted are as follows:

Thursday July 1st, beginning at 5pm and ending at or before midnight / 12AM on July 2nd.

IV. Applicant estimates that the maximum number of persons expected at the Event for each day it is conducted is:

Fewer than 100

V. The applicant hereby agrees to observe and obey the minimum requirements contained in this policy and the laws of the City of Alpena, County of Alpena, and the State of Michigan. The applicant furthermore agrees to cooperate in all manners with law enforcement officials as the need may arise.

VI. **HOLD HARMLESS CLAUSE:** The Person shall defend, pay on behalf of, and hold harmless the City of Alpena, its employees, agents, public officials, and volunteers from and against any and all losses, damages, expenses, claims, suits, and demand of whatever nature resulting from damages or injuries, including death, to any persons or property, and including any claim for losses incurred by reason of project delay, impact (soft) costs, or other intangible losses that might result from Person late or defective performance, caused by or arising out of any action, omission, or operation performed in connection with work attributable to this contract; provided, however, the Person shall not be

required to indemnify the City of Alpena, its employees, agents, public officials, and volunteers for any damages or injuries, including death, to any person or property caused solely and exclusively by the negligence of the City of Alpena, its employees, public officials, and volunteers.

Date: June 15, 2021


Applicant's Signature

Received by City Clerk's Office:

By: Kate Sydnor

Date: 6-15-21

Approved
By:  dcm

Date: 6-18-2021

Contact DPW at (989) 354-1780 to make arrangements to pick up the key (Bandshell and Mich-e-ke-wis rentals). Office hours for DPW are Monday – Friday, 7 a.m. to 3:30 p.m.

IF YOU DO NOT PICK UP THE KEY PRIOR TO YOUR RENTAL DATE, THERE WILL BE A CHARGE FOR A CITY EMPLOYEE TO BE CALLED OUT TO GET YOU A KEY. THE AMOUNT CHARGED WILL BE APPROXIMATELY \$70.00, AND IT WILL BE DEDUCTED FROM YOUR DEPOSIT.

SMALL EVENT MINIMUM REQUIREMENTS

Applications for events are subject to subsections A through E, and such additional requirements as may be imposed. This information must be submitted to the City Clerk's Office two (2) weeks prior to the event.

- ☐ **A. SOLID WASTE DISPOSAL:** The sponsor shall provide for solid waste storage on, and disposal from, the premises. Storage shall be in covered, fly tight, and rodent-proof containers, provided in sufficient quantity to accommodate the number of persons attending the event.
- ☐ **B. PARKING:** At each park either on-street or off-street parking is provided. Parking shall only be allowed in designated and maintained parking areas. The sponsor shall provide for and ensure orderly parking and shall maintain such parking and traffic patterns within the parking area as to assure that each vehicle shall have a clear route by which to leave the parking area at all times.
- ☐ **C. MISCELLANEOUS:** Prior to issuance of a permit, the City of Alpena may impose any other condition(s) reasonably calculated to protect the health, safety, welfare, and property of persons attending the event, persons visiting the park, or citizens of the City of Alpena. The sponsor shall insure that public sidewalks, streets, alleys, and rights-of-way are not blocked or obstructed by the participants at the event, their vehicles, or their activities. The City reserves the right to establish a capacity for the area requested to be utilized by an event.
- ☐ **D. HOLD HARMLESS AGREEMENT:** The applicant must provide a completed and signed indemnification and hold harmless agreement with the application.
- ☐ **E. COST RECOVERY:** The City reserves the right to recover costs from the applicant for any and all work incurred by the City resultant from the event and failure on the part of the applicant to comply with this policy.

	Admin Approval List:	Comments:
	Rachel Smolinski	
✓	Bill Forbush/Rob Edmonds	
✓	Anna Soik	
✓	Joel Jett/Eric Hamp	
✓	Steve Schultz	contact engineering to set up power
✓	Sean McNamara	
	Anne Gentry	



City Hall
208 North First Avenue
Alpena, Michigan 49707
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 26-27, 2021 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 Waligora by virtue of the authority vested in me as the Mayor of the City of Alpena, **DO HEREBY PROCLAIM** June 21st – 27th as:

Amateur Radio Week

in the City of Alpena.

Signed at Alpena, Michigan this 21st day of June 2021.

Matthew J. Waligora
Mayor

ORDINANCE NO. 21-460

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF ALPENA BE AMENDING BY THE ADDITION OF CHAPTER 12 - BLIGHT.

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

CHAPTER 12

BLIGHT

ARTICLE I. IN GENERAL

Section 12-1: Purpose.

It is the purpose of this article to prevent, reduce or eliminate blight or potential blight in the city by the prevention or elimination of certain causes of blight or blighting factors which exist or which may in the future exist in the city, and to rehabilitate already blighted areas in the city.

Section 12-2: Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Brush means cut or broken branches.

Building materials includes but is not limited to lumber, bricks, concrete or cinder blocks, plumbing materials, electrical wiring or equipment, heating ducts or equipment, shingles, mortar, concrete or cement, structural or miscellaneous steel, nails, or any other materials used in construction.

Completely enclosed building means a building capable of being sealed on all sides such as a house, garage or storage shed with a roof, floor and walls or closable doors around its perimeter.

Garbage means rejected food wastes, including waste accumulation of animal, fruit or vegetable matter used or intended for food or that is related to the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

Inoperable motor vehicle means one that is not capable of travel on public highways due to any of the following:

1. The vehicle does not have a valid and current registration;
2. The vehicle is not licensed for operation upon the highways of the state
3. The vehicle is not operable under its own power because of missing, damaged, or broken equipment.

Junk includes all rubbish, refuse, and debris including, but not limited to, the following: nonputrescible solid waste, ashes, glass, cans, bottles, discarded or abandoned machinery, household appliances, industrial wastes, discarded, inoperative, dismantled or partially dismantled motorized vehicles or parts thereof. This shall not preclude home or farm composting for on-site use.

Junk automobile includes any motor vehicle that is kept, parked or stored, other than in a completely enclosed building, and is not in operating condition, is not properly licensed or is incapable of performing the transportation function for which it was manufactured. The term "junk vehicle" does not include a motor vehicle ordinarily used, but temporarily out of running condition.

Junk yard is an area where junk, used or secondhand materials are bought and sold, exchanged, stored, baled, packed, disassembled or handled including but not limited to: scrap iron and other metals, paper, rags, rubber tires and bottles. A "Junk Yard" includes automobile wrecking yards and includes any open area of more than two hundred (200) square feet for storage, keeping or abandonment of junk. A "Junk Yard" shall include any premise upon which two (2) or more motor vehicles which are unregistered and/or which cannot be operated under their own power, are kept or stored for a period of fifteen (15) days or more outside of an enclosed building.

Rubbish means nonputrescible solid wastes, excluding ashes, consisting of both combustible or noncombustible wastes, such as paper, cardboard, metal containers, wood, glass, bedding, crockery, bags, rags and demolished building materials.

Person includes an individual, a firm, a corporation, a partnership, an association, an incorporated association, a limited liability company, and any other similar entities or their agents.

Sealed container means a covered, closable container which is rodent-proof, fly-proof and watertight such as garbage cans with properly fitting tops or plastic garbage bags which have been closed or twisted shut.

Section 12-3: Causes of Blight.

It is determined that the following uses, structures and activities are causes of blight or blighting factors which, if allowed to exist, will tend to result in blighted and undesirable neighborhoods:

1. **Junk automobiles.** The storage upon any property of junk automobiles, except in a completely enclosed building or in a licensed junk yard.
 - a. No more than one (1) inoperable vehicle may be stored outside the dwelling or the garage of the dwelling. Any such inoperable vehicle stored outside the dwelling or garage of the dwelling shall not be stored in the front yard and shall be properly covered with a car cover manufactured for that purpose.

- b. Vehicles utilized for demolition derbies, bump and runs, or similar events shall not be stored or repaired in a front or side yard and shall only be stored or repaired in a rear yard. Vehicles used for demolition derbies, bump and runs, or similar events shall be screened from view of neighboring property or rights-of-way or shall be kept in an accessory building or attached garage. Vehicles utilized for demolition derbies, bump and runs, or similar events shall only be stored/repared on a solid foundation made of concrete or a similar impermeable material (not soil or grass).
2. ***Building materials.*** The storage upon any property of building materials unless there is in force a valid building permit issued by the city for construction upon the property and the materials are intended for use in connection with such construction. This does not include storage of building materials on property that contains a construction-related business, retail sales of building materials, or the manufacturing/production of building materials. After construction is complete, all construction debris shall be removed from the site within thirty (30) days after the completion or abandonment of the work. Failure or refusal to remove a temporary building and/or construction debris within thirty (30) days after the completion or abandonment of work constitutes a violation of this Ordinance.
3. ***Junk.*** The storage or accumulation of junk, garbage, rubbish, or refuse of any kind, except for
- a. junk stored in a licensed junkyard;
 - b. refuse stored in a covered container for a period not to exceed 30 days;
 - c. firewood that is neatly stacked so as not to provide harborage for rodents and vermin; or
 - d. yard waste compost piles that are properly maintained to prevent odor, rodent, vermin or insect nuisances.
4. ***Uninhabitable structures.***
- a. ***Due to disaster.*** In any area, the existence of any structure or part of a structure which, because of wind, or other disaster, is no longer habitable as a dwelling or is not useful for any other purpose for which it may have been intended and is left in that condition for a period of more than six months. Structures or any part of a structure which are damaged by fire shall comply with Section 50-5 (Fire Damaged Structures) of the Alpena Code of Ordinances.
 - b. ***Due to physical deterioration.*** In any area, the existence of any structure or part of a structure which, because of physical deterioration, is no longer habitable as a dwelling or is not useful for any other purpose for which it may have been intended.

5. ***Vacant buildings.*** The existence of any vacant dwelling, garage, or other outbuilding unless such building is kept securely locked and the windows kept glazed or neatly boarded up and otherwise protected to prevent entrance thereto by vandals or trespassers.
6. ***Unmaintained buildings.*** Buildings which are not being maintained or are becoming dilapidated as evidenced by existence of one or more of the following conditions:
 - a. missing, broken or boarded up windows or doors.
 - b. collapsing or missing walls, roof, or floor.
 - c. structurally faulty foundation.
 - d. seriously damaged or missing siding.
 - e. rodent harborage and/or infestation.
 - f. peeling paint.
7. ***Partially completed structures.*** The existence of any partially completed structure unless such structure is in the course of construction in accordance with a valid and subsisting building permit issued by the city and unless such construction is completed within the life of the building permit or a valid extension thereof. Every three months, the owner shall provide evidence to the enforcing officer that construction is occurring on a continual basis.
8. ***Public property or private property.*** The placing of junk, garbage, rubbish, or dead animals on private property without the owner's permission, or on any street, alley, or utility easement, or on any public property. This provision applies regardless of whether the junk, garbage, rubbish, or dead animal is in a sealed container.
9. ***Waste.*** Intentional depositing of oil, gasoline or industrial wastes on or in the ground or in the storm/sanitary sewer system.
10. ***Fences.*** Fences characterized by rot, crumbling, cracking, peeling, or rusting.
11. ***Other.*** Other conditions posing a serious threat to the safety, health and/or general welfare of the community, as determined by the building official; attracts illegal activity, as documented by police reports; or is a fire hazard, as determined by the Fire Chief.

Section 12-4. Responsibilities of property owners, tenants and occupants.

- a. ***Property owners.*** No property owner shall maintain or permit to be maintained any of the causes of blight or blighting factors set forth in Section 3 upon any property in the city owned by such Person.

- b. *Tenants or occupants.* Any tenant or occupant of property in the city shall also be responsible for any of the causes of blight or blighting factors set forth in Section 3 that he/she creates or permits on the property leased or occupied by him/her.

Section 12-5. Enforcement authority.

This article shall be enforced by such person as may be designated by the City Manager.

Section 12-6. Notice of violation.

- a. **First offense.** The owner, if possible, or the occupant of any property upon which any of the causes of blight or blighting factors set forth in this article is found to exist shall, upon the first offense, be notified in writing to remove or eliminate such causes of blight or blighting factors from such property within seven days after service of the notice upon him/her. Such notice may be served personally, may be attached to or hung on the door of the principal structure on the property, or may be by registered mail.
- b. **Subsequent violations.** For subsequent or repeat violations by the same person, such written notice shall not be required.
- c. **Granting of additional time.** Additional time may be granted by the enforcement officer where bona fide efforts to remove or eliminate such causes of blight or blighting factors are in a state of progress deemed satisfactory to the enforcement officer or if the delay is out of the control of the property owner due to unforeseen or unusual circumstances, in the opinion of the enforcing officer.

Section 12-7. Failure to comply; municipal civil infraction.

Failure to comply with the notice provided in Section 6 by the owner and/or occupant within the time allowed shall constitute a violation of this article. A person who violates this article is responsible for a municipal civil infraction, subject to payment of a civil fine as set forth Chapter 48.

Sections 12-8 -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 _____ DAY OF _____ 2021.

Matthew J. Waligora
Mayor

Anna Soik
City Clerk/Treasurer/Finance Director

First Presented: June 21, 2021
Adopted: _____
Published: _____

William A. Pfeifer, City Attorney

ORDINANCE NO. 21-459

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, AMENDING CHAPTER 18 – BUSINESSES, ARTICLE I. IN GENERAL, Sec. 18-1 MEDICAL MARIHUANA FACILITIES - BY REPEAL OF SAME AND ADOPTION OF NEW LANGUAGE IN LIEU THEREOF.

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

Sec. 18-1. - Medical marihuana facilities.

(a) *Purpose, intent, relationship to other laws and city liability and indemnification*

(1) *Purpose.* The purpose of this section is to implement the provisions of the Michigan Medical Marihuana Act, (MCL 333.26421 et seq.), the Michigan Marihuana Facilities Licensing Act (MCL 333.27101 et seq.) and the Marihuana Tracking Act (MCL 333.27901 et seq.), referred to herein as the "Acts", so as to protect the public health, safety, and welfare of the residents and patients of the city by setting forth the manner in which medical marihuana facilities can be operated in the city. Further, the purpose of this section is to:

- a. Provide for a means of cultivation, processing, and distribution of medical marihuana to patients who qualify to obtain, possess, and use marihuana for medical purposes under the Acts;
- b. Protect public health and safety through reasonable limitations on medical marihuana facility operations as they relate to noise, air and water quality, neighborhood and patient safety, security for the facility and its personnel, and other health and safety concerns;
- c. Protect residential neighborhoods by limiting the location and the concentration of types of medical marihuana facilities to specific areas of the city;
- d. Impose fees to defray and recover the cost to the city of the administrative and enforcement costs associated with medical marihuana facilities;
- e. Coordinate with laws and regulations that may be enacted by the state addressing medical marihuana; and
- f. To restrict the issuance of medical marihuana facility licenses only to individuals and entities that have demonstrated an intent and ability to comply with this section.

- (2) *Legislative intent.* This section authorizes the establishment of medical marihuana facilities within the city consistent with the Acts:
- a. Medical marihuana cultivation and processing can have an impact on health, safety, and community resources, and this section is intended to permit medical marihuana cultivation and processing where it will have a minimal impact;
 - b. The regulations for medical marihuana facilities are not adequate at the State level to address the impacts on the city of the commercialization of medical marihuana, making it appropriate for local regulation of the impact of medical marihuana facilities on communities;
 - c. Nothing in this section is intended to promote or condone the distribution, or possession of marihuana in violation of any applicable State law;
 - d. This section is to be construed to protect the public over medical marihuana facility interests. Operation of a medical marihuana facility is a revocable privilege and not a right in the city. There is no property right for an individual or facility to engage or obtain a license to engage in medical marihuana as a commercial business in the city.
- (3) *Relationship to federal law.* As of the effective date of this section, marihuana is classified as a schedule 1 controlled substance under federal law which makes it unlawful to manufacture, distribute, cultivate, produce, possess dispense or transport marihuana. Nothing in this section is intended to grant immunity from any criminal prosecution under federal law.
- (4) *Relationship to state law.* As of the effective date of this section, as amended, and except as otherwise provided by the Acts; and this section, a city licensee and its employees and agents who are operating within the scope of a valid state-issued operating license are not subject to criminal or civil prosecution under city ordinances regulating medical marihuana.

Nothing in this section is intended to grant immunity from criminal or civil prosecution, penalty or sanction for the cultivation, manufacture, possession, use, sale, distribution or transport of marihuana in any form, that is not in strict compliance with the Acts, all applicable rules promulgated by the state regarding medical marihuana and all local laws, ordinances, rules and policies. Strict compliance with any applicable state law or regulation shall be deemed a requirement for the issuance or renewal of any license issued under this section, and noncompliance with any applicable state law or local law or regulation shall be grounds for revocation or nonrenewal of any license issued under the terms of this section.

(5) *City liability and indemnification.*

- a. By accepting a license issued pursuant to this section, the licensee waives and releases the city, its officers, elected officials, and employees from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of medical marihuana facility owners, operators, employees, clients or customers for a violation of local, state or federal laws, rules or regulations.
- b. By accepting a license issued pursuant to this section, all licensees, agree to indemnify, defend and hold harmless the city, its officers, elected officials, employees, and insurers, against all liability, claims or demands arising on account of bodily injury, sickness, disease, death, property loss or damage or any other loss of any kind, including, but not limited to, any claim of diminution of property value by a property owner whose property is located in proximity to a licensed operating facility, arising out of, claimed to have arisen out of, or in any manner connected with the operation of a medical marihuana facility or use of a product cultivated, processed, distributed or sold that is subject to the license, or any claim based on an alleged injury to business or property by reason of a claimed violation of the Federal Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1964(c).
- c. By accepting a license issued pursuant to this section, a licensee agrees to indemnify, defend and hold harmless, the city, its officers, elected officials, employees, and insurers, against all liability, claims, penalties, or demands arising on account any alleged violation of the Federal Controlled Substances Act, 21 U.S.C. § 801 et seq. or article 7 of the Michigan Public Health Code, MCL 33.7101 et seq.

(b) *Definitions.* Through this section, the city adopts all definitions contained in any of the state rules, regulations, statutes, administrative code, enacted for the purpose of regulating marihuana facilities.

(c) *Licensing of medical marihuana facilities.*

(1) *Number of permitted facilities.* The maximum number of each type of medical marihuana facility permitted in the city is as follows:

Type of Facility	Number
Grower	Unlimited
Processor	Unlimited
Provisioning Center	Unlimited
Safety compliance facility	Unlimited
Secure transporter	Unlimited

- (2) *Location.* No medical marihuana facility shall be eligible to be issued a license unless at the time of application for such license, the location of the proposed facility complies with the zoning and separation distances from other uses as set forth in the city zoning ordinance as required for the specific type of medical marihuana facility for which licensure is being sought;
- (3) *Operation at location provided on application only.* A licensee shall not operate a medical marihuana facility at any place in the city other than the address provided in the application on file with the city clerk. Specifically, no medical marihuana facilities shall be allowed in the district or area known as the "Downtown Development Authority," within 1,000 feet from a school or within 250 feet from a place of worship, child care center, addiction treatment center, Boys and Girls Club of Alpena, McRae, Bay View, or Water Tower Parks and shall not be directly adjacent to Starlite Beach Park or Mich-e-ke-wis Park.
- (4) *Stacking of licenses.* Any grower issued a license by the city may stack up to three class C licenses at a single location without requiring any additional city licensing or approval, provided that the exterior of the existing structure where the facility is located will not require expansion. If expansion is required, the licensee must obtain all necessary permits and approval required for such expansion.
- (5) *Expansion of license classification.* Provided further that any licensed grower in the city that holds anything less than a state issued class C license may, at any time, expand the license classification without requiring city approval. By way of example: licensee holding a state issued class A license may expand at any time to a state issued class B or C and may further stack up to three class C licenses as provided above without city approval.
- (6) *License and annual fees required.*
- a. No person shall establish or operate a medical marihuana facility in the city without first having obtained from the city and the state a license for each such facility to be operated. License certificates shall be kept current and publicly displayed within the facility. Failure to maintain or display a current license certificate shall be a violation of this section;
 - b. An annual, nonrefundable licensing fee to defray the administrative and enforcement costs associated with medical marihuana facilities located in the city of not more than \$5,000.00 per license or in an amount established by resolution adopted by the city council or in an amount established by state law;
 - c. The annual, nonrefundable application/reapplication fee, as determined by city council resolution from time to time, per license required under this section shall be due and payable with the application for a license and upon the application for renewal of any such license under this section. This

application/reapplication fee shall be considered part of the licensing fee in subsection 6.b;

- d. The annual, nonrefundable inspection fee, as determined by city council resolution from time to time, per licensed facility required under this section shall be due and payable with the application for annual inspection and upon the application for renewal of any such license under this section; This inspection fee shall be considered part of the licensing fee in subsection 6.b;
- e. The fees set forth herein shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or city ordinance, including, by way of example any applicable zoning or building permits;
- f. The issuance of any license pursuant to this section does not create an exception, defense or immunity to any person in regard to any potential criminal liability the person may have for the production, distribution, or possession of marihuana under federal law;
- g. A separate license shall be required for each facility type (formerly activity) or premise from which a medical marihuana facility is operated.
- h. The term of each license shall be one year beginning when the licensee is granted a certificate of occupancy and permit from the building and safety inspections division.
- i. The annual license established pursuant to the above paragraph begins and commences at the time of the receipt of the applicant's certificate of occupancy by the city.

(7) *Application requirements.*

- a. A person seeking a license pursuant to the Acts and the provisions of this section shall submit an application to the city on forms provided by the city. All documents submitted to the city shall be submitted in both hardcopy and digital formats. At the time of application, each applicant shall pay a nonrefundable application fee to defray the costs incurred by the city for background investigations and inspection of the proposed premises, as well as any other costs associated with the processing of the application. In addition, the applicant shall present a suitable form of identification.
- b. The applicant shall also provide a complete copy of their application for State approval, including, but not limited to:
 - 1. Proof of ownership or authorization to use the property for a medical marihuana facility.

2. A notarized statement from the owner of such property authorizing the use of the property for a medical marihuana facility, if the applicant is not the owner of the proposed licensed premises;
 3. A copy of any deed reflecting the applicant's ownership of, or lease reflecting the right of the applicant to possess, or an option reflecting the applicant's right to purchase or lease, the proposed licensed premises.
 4. The non-refundable application fee for a medical marihuana facility license is \$1,500.00 per license or as established by resolution adopted by city council or in an amount established by state law. This application fee shall be considered part of the licensing fee in subsection 6.b;
- c. For medical marihuana provisioning centers, the following shall apply:
1. At least one applicant shall demonstrate experience with owning (51% or more), operating, and/or managing a business with inventory tracking and control (min. of 1 year).
 2. At least one applicant shall demonstrate experience with owning (51% or more), operating, and/or managing a business in a highly regulated industry (min. of 1 year). Highly regulated means subject to regulation by LARA or a similarly regulated agency (state or federal).
 3. Applicant shall present a detailed description of estimated capital investment. Capital investment is defined as a fixed asset, which is an asset purchased for a long-term use and not likely to be converted quickly into cash such as land, buildings, and equipment.
 4. Applicant shall include a business plan which includes a daily operations schedule.
 5. Applicant shall present a proposed staffing plan, complete with descriptions of job duties, proposed wages, and employee qualifications/hiring criteria.
 6. Applicant shall present a documented employee policy book and code of ethics to ensure honesty and integrity of employees.
 7. Applicant shall present a sworn attestation that the Applicant and/or parties with 25% or more interest in the company have not been subject to any civil monetary judgements entered against it in the last 7 years, excluding family law matters or estate disputes.

8. Applicant shall present a sworn attestation that the Applicant and/or parties with 25% or more interest in the company have not filed bankruptcy within the last 7 years.
9. Applicant shall present a plan to deter and prevent unauthorized entrance into the facility.
10. Applicant shall present a plan to prevent theft and diversion.
11. Applicant shall present a plan for 24/7 video surveillance inside and outside of facility.
12. Applicant shall present a plan for secure storage of medical marihuana and proceeds.
13. Applicant shall present a detailed plan for record keeping and inventory management.
14. Applicant shall provide copies of material safety data sheets for hazardous materials and their plan for storage and disposal (or a sworn attestation that no hazardous materials will be on the premises at any time).
15. Applicant shall present a plan that included a security system in place to alert owner of possible tampering with the facility or its contents.
16. Applicant shall propose a living wage (at least 200% of the Federal Poverty Level for a family of two, at its hourly basis) to all employees.
17. Applicant shall offer a benefits package in addition to wages or salary.

(8) *Review process.*

- a. Within 14 days of application submittal, city staff will determine if the application is complete and will notify the applicant if there are deficiencies.
- b. After receiving notification from city staff pursuant to subsection 8.a above, the applicant shall have 14 days from the date of said notification to submit additional information.
- c. Within 30 days of the application being determined to be complete, city staff will review the application to determine compliance with this section and shall notify the applicant that the applicant is approved to proceed with the inspection phase pursuant to subsection 10.

(9) *Denial of application and due process.*

- a. The city shall reject any application that does not meet the requirements of the Acts or this section, or any pertinent provision of any State of Michigan or City of Alpena laws, rules or regulations.
- b. In accordance with the Acts, an applicant may be ineligible to receive a license under this section if any of the following circumstances:
 1. The applicant has knowingly submitted an application for license that contains false, misleading or fraudulent information, or who has intentionally omitted pertinent information for the application for license.
 2. The applicant fails to meet other criteria established by the Acts or other pertinent law and/or obtain a state license.
 3. The applicant does not submit proof of "approved for prequalification" with the state.

c. *Denial of application; due process.*

1. Those applicants denied a license based on qualifications, may appeal the decision within 30 days of notification of denial. The city council shall hear and decide questions or requests for due process that arise after city staff have reviewed and provided a decision that the applicant wishes to further appeal.
2. The applicant must submit a narrative request for due process that includes detailed information and all supporting documentation for any/all points they wish to have city council consider.
 - i. Within 30 days of notification of appeal by the applicant, a due process review shall be conducted at a public meeting of the council and a concurring vote of a majority of the members of the full city council is necessary to reverse an order, requirement, decision or determination of an administrative official in the interpretation of this section;
 - ii. The applicant must be present at the designated council meeting or forfeits their right to due process;
 - iii. The decision of the city council is final.

(10) *Issuance of city medical marihuana facility operating license.*

- a. *Inspection.* An occupancy inspection of the proposed medical marihuana facility by the city shall be required prior to the issuance of the city operating license in accordance with the currently adopted Michigan Building Code. Such inspection shall occur after the premises are ready for operation, but prior to the stocking of the business with any medical marihuana, and prior to the opening of the business to any patients or the public. The inspection is to verify that the business facilities are constructed and can be operated in accordance with the application submitted and the applicable requirements of the code and any other applicable law, rule or regulation.
- b. In the event that the medical marihuana facility is granted a license but fails to substantially comply with its original site plan or operates inconsistent with the manner in which it was represented on the licensing application, the city may revoke the license or may allow the licensee to present its case for modification of its original facility and license to the City of Alpena Planning Commission. If the planning commission approves the changes, then the city will take no further action regarding the licensee's license. If the licensee fails to address its substantial non-compliance with the planning commission, then the city may revoke the license and may prohibit the licensee from applying for a medical marihuana facility license in the future.
- c. After verification that the business facilities are constructed and can be operated in accordance with the application submitted and the applicable requirements of the code and any other applicable law, rule or regulation, the city clerk shall issue a city medical marihuana facility license whose term shall run concurrent with the state license for the facility.
- d. Maintaining a valid medical marihuana facility license issued by the state is a condition for the issuance and maintenance of the city medical marihuana facility operating license issued under this section and the continued operation of a medical marihuana facility.
- e. The city will authorize approved medical marihuana facility license(s) to entities in the following order and on the condition that a license and facility location are available in the city per the city's zoning ordinance:
 1. Paid all licensing fees due to the city; and
 2. The entity(ies) holds an approved and fully authorized state department of licensing and regulatory affairs approved medical marihuana facility license to the city clerk; and
 3. An approved certificate of occupancy from the applicable building official; and

4. All medical marihuana facilities shall obtain a state license and all other required permits of licenses related to the operation of the medical marihuana facility, including, without limitation, any development approvals or building permits required by any applicable code or ordinance prior to opening to the public; including but not limited to any approved building permits (as required for any construction/deconstruction) by the city official as appropriate. Any such license and required permits shall be acquired within one year from the date of approval by city council unless that period is extended by mutual agreement of the city council and licensee.
 5. Proof of insurance. A licensee shall at all time maintain full force and effect for duration of the license, workers compensation as required by state law, and general liability insurance with minimum limits of \$1,000,000.00 per occurrence and a \$2,000,000.00 aggregate limit issued from a company licensed to do business in the state having an AM Best rating of at least A-.
 6. The policy shall name the city and its officials and employees as additional insureds to the limits required by this section. A licensee or its insurance broker shall notify the city of any cancellation or reduction in coverage within seven days of receipt of insurer's notification to that effect. The licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the city clerk within five business days in the event of expiration or cancellation of coverage.
 7. Applicant will provide any additional information that the city clerk, law enforcement, fire chief, public works supervisor, zoning administrator, building official, city manager and/or city attorney or their designees reasonably determines to be necessary in connection with the investigation and review of the application.
- (11) *License forfeiture.* In the event that a medical marihuana facility does not commence operations within one year of issuance of a city operating license, the license shall be deemed forfeited; the business may not commence operations, unless extended by a majority vote of the full city council.
- (12) *License renewal.* A valid medical marihuana facility license may be renewed on an annual basis by a renewal application upon a form provided by the city and payment of annual fees.
- a. An application to renew a marihuana facility license shall be filed at least 90 days prior to the date of its expiration.

- b. In the event that the renewed application is not submitted in accordance with this section, the city will assess a late fee as fixed by city council for each day that the renewal application is submitted late.
- c. In the event that an application is not received by the date of expiration, an additional late fee shall be assigned by the city council not to exceed \$2,000.00, in addition to the daily late fees outlined herein and annual renewal fee.
- d. In the event that an application is not received by the date of expiration, the license will be considered null and void and all operations must immediately cease by order of law enforcement.
- e. A notice of local revocation will be issued to the state and the licensee will have to resubmit all documentation, fees, and receive all approvals as a new entity should they wish to reopen their business.
- f. Prior to the issuance of a renewed medical marihuana facility license by the city, the premises shall be inspected to assure that it and its systems are in compliance with the requirements of this section. The annual, nonrefundable inspection fee, as assigned by the city council, per licensed facility required under this section, shall be due and payable with the application for annual inspection and upon the application for renewal of any such license under this section.

(13) *Transfer, sale, or purchase of license.*

- a. A medical marihuana facility license is valid only for the owner named thereon, the type of business disclosed on the application for the license, and the location for which the license is issued. The licensees of a medical marihuana facility license are only those persons disclosed in the application or subsequently disclosed to the city in accordance with this section.
- b. Each operating license is exclusive to the licensee and location. A licensee or any other person must submit an application for licensure with the city clerk before a license is transferred, sold, or purchased.
- c. In compliance with any/all rules issued by the board regarding the sale, transfer or purchase of existing licenses; any entity that holds a department issued license may transfer or sell their license to a qualifying applicant.
 - 1. Any entity purchasing or receiving a transferred license must submit an application and all associated documentation and all fees;
 - 2. The applicant who is receiving the transfer or purchasing the license must have submitted all new application, license and inspection fees and received all local and state approvals, including "approved for

prequalification" with the state on all applications and associated documentation as well as all inspections as outlined in this section and the Acts prior to beginning or taking over operations.

- d. The attempted transfer, sale, or other conveyance of an interest in a license without prior board or city approval is grounds for suspension or revocation of the license or for other sanction considered appropriate by the city.

(14) *License as revocable privilege.*

- a. An operating license granted by this section is a revocable privilege granted by the city and is not a property right. Granting a license does not create or vest any right, title, franchise, or other property interest.
- b. Each license is exclusive to the licensee, and a licensee or any other person must apply for and receive the city's approval before a license is transferred, sold, or purchased.
- c. A licensee or any other person shall not lease, pledge, or borrow or loan money against a license.
- d. Any effort to circumvent the protocol listed in this section and/or the city zoning ordinance will result in the immediate denial of application or complete revocation of the city-issued medical marihuana facilities license.

(15) *Nonrenewal, suspension, or revocation of license.*

- a. The city may, after notice, suspend, revoke or refuse to renew a license for any of the following reasons:
 - 1. The applicant or licensee, or his or her agent, manager or employee, has violated, does not meet, or has failed to comply with, any of the terms, requirements, conditions or provisions of this section or with any applicable state or local law or regulation;
 - 2. The applicant or licensee, or his or her agent, manager or employee, has failed to comply with any special terms or conditions of its license pursuant to an order of the state or local licensing authority, including those terms and conditions that were established at the time of issuance of the license and those imposed as a result of any disciplinary proceedings held subsequent to the date of issuance of the license; or
 - 3. The medical marihuana facility has been operated in a manner that adversely affects the public health, safety or welfare;
 - 4. The licensee has not submitted all necessary documentation and/or fees to renew their license.

- b. Evidence to support a finding under this section may include, without limitation, a continuing pattern of conduct, a continuing pattern of drug-related criminal conduct within the premises or property occupied by the medical marihuana facility, a continuing pattern of criminal conduct directly related to or arising from the operation of the medical marihuana facility, or an ongoing nuisance condition emanating from or caused by the medical marihuana facility or any other concerns raised by city staff and/or other local, state or federal officials. Criminal conduct shall be limited to the violation of a state law or regulation or city ordinance.
 - c. Any decision of nonrenewal, suspension or revocation has the right to due process and may be eligible for appeal to the city council.
 - (d) *General requirements and restrictions.* All facilities operating within the city shall be subject to the following general requirements and restrictions. To the extent there is a conflict between these requirements and restrictions and the Act, the Act shall prevail.
 - (1) *General requirements.*
 - a. *Exterior signage.* Facilities may only use exterior signage that is in compliance with the city's zoning ordinance regarding signs and Michigan law. Facilities may not use exterior signage or displays with neon, flashing lights, or similarly noxious or obtrusive lighting or effects.
 - b. *Hours of operation.* Provisioning centers may only operate between the hours of 8:00 a.m. and 9:00 p.m.
 - c. *Indoor operations/no drive-thru service.* All business operations of a facility must occur indoors. Facilities may not provide drive-thru service.
 - d. *Odors.* Facilities may not emit noxious odors or fumes, in accordance with the city's zoning ordinance regarding visibility of activities; control of emissions.
 - e. *Artificial lighting.* Any artificial grow lighting must not be visible from neighboring properties, streets, or rights-of-way.
 - f. *Security.* Facilities must have:
 - 1. A monitored alarm system (24 hours per day and seven days a week);
 - 2. A safe for all cash, cash equivalents, and marihuana stored in the facility overnight shall be in a room secured by commercial grade security doors;

3. Monitored security cameras covering, at a minimum, all parking areas, entrances and exits, points of sale, and all areas where marihuana is stored or handled. All security recordings must be maintained for a minimum of 45 days and provided to law enforcement upon request;
- g. *Display of permit.* The permit issued by the city and the license issued by the state shall be prominently displayed within the facility in a location where it can be easily viewed by the public.
- h. *Systems.* All facilities must have electrical, fire safety, plumbing, filtration and waste disposal systems, which are appropriate and consistent with best industry practices for the business being conducted.

(2) *Prohibited acts.*

- a. No person under the age of 18 shall be permitted to enter a facility unless the person has a medical marihuana card and is accompanied by a legal guardian over the age of 18.
- b. No marihuana may be smoked, used, or consumed at any facility.
- c. It shall be unlawful for any licensee to permit the consumption of alcohol beverages on the licensed premises.
- d. No facility may operate under a temporary certificate of occupancy. Facilities must be in full compliance with all applicable legal requirements in order to operate.
- e. It shall be unlawful for any licensee holding a provisioning center license, or for any agent, manager, or employee thereof to:
 1. Sell, give, dispense or otherwise distribute medical marihuana or medical marihuana paraphernalia from any outdoor location;
 2. Sell, give, dispense or otherwise distribute to any patient or primary caregiver who is not a licensee more usable form of medical marihuana (including the useable medical marihuana equivalent of medical marihuana-infused products) within any seven-day period of time than they are allowed by the MMMA to possess;

3. It shall be unlawful for retail medical marihuana establishments to distribute medical marihuana or medical marihuana-infused products to a consumer free of charge.

(3) *Inspection of licensed premises.*

- a. Application for medical marihuana facility license or operation of a medical marihuana facility, or leasing property to a medical marihuana facility, constitutes consent by the applicant, and all owners, managers, and employees of the business, and the owner of the property to permit law enforcement, or their designee, to conduct routine examinations and inspections of the medical marihuana facility to ensure compliance with this section or any other applicable law, rule or regulation.
 - b. During all business hours and other times when the premises are occupied by the licensee or an employee or agent of the licensee, all licensed premises shall be subject to examination and inspection by law enforcement and any other city departments for the purpose of investigating and determining compliance with the provisions of this section and any other applicable state and local laws or regulations.
 - c. For the purposes of this section, examinations and inspections of medical marihuana facilities and recordings from security cameras in such businesses are part of the routine policy of enforcement of this section for the purpose of protecting the public safety, individuals operating and using the services of the medical marihuana facilities, and the adjoining properties and neighborhoods.
 - d. A licensee, or an employee or agent of the licensee, shall not threaten, hinder or obstruct a law enforcement officer or a city inspector or investigator in the course of making an examination or inspection of the licensed premises and shall not refuse, fail, or neglect to cooperate with a law enforcement officer, inspector, or investigator in the performance of his or her duties to enforce this section, the Acts, or applicable state administrative rules.
- (e) *Other laws remain applicable.* To the extent the state adopts in the future any additional or stricter law or regulation governing the sale or distribution of medical marihuana, the additional or stricter regulation shall control the establishment or operation of any medical marihuana facility in the city. Compliance with any applicable state law or regulation shall be deemed an additional requirement for issuance or denial of any license, and noncompliance with any applicable state law or regulation shall be grounds for the revocation or suspension of any license.

- (f) *Grant of administrative authority.* The city clerk is granted the power and duty through its official designation to fully and effectively implement and administer the license application process and issuance of provisional approval certificates and operating licenses issued by the city under this section. The city clerk, after consultation with other city departments, may promulgate such rules as necessary to implement and administer this section.
- (g) *Violations and penalties.*
- (1) In addition to the possible denial, suspension, revocation or nonrenewal of a license under the provisions of this section, any person, including, but not limited to, any licensee, manager or employee of a medical marijuana commercial entity, or any customer of such business, who violates any of the provisions of this section, shall be guilty of a misdemeanor punishable in accordance with this section unless a different penalty is provided herein.
 - (2) If a facility is operated in violation of the Act or any applicable ordinance, or if the Licensee is found to have submitted false or misleading information in its permit application, the city may revoke the permit for such facility to operate within the city. The city retains the right to alter the number and type of facilities authorized hereunder at any time. Any permit granted hereunder is a revocable privilege granted by the city and is not a property or other legal right.
 - (3) With respect to any facility that is in violation of any requirement or restriction set forth in this section, the Licensee of a facility, all persons identified pursuant to the Acts, and any on-site manager shall be subject to the following penalties:
 - a. Any violation shall be a misdemeanor and may be punished by a fine of not more than \$1,500.00 and/or imprisonment not exceeding 90 days and the violator(s) shall pay all court costs and expenses.
 - b. The penalties set forth herein are non-exclusive and cumulative, and nothing herein shall be deemed to prevent city from enforcing any other applicable ordinance.
 - c. In addition to the remedies provided herein, the city may file for injunctive relief to abate any violation hereof.

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 _____ DAY OF _____ 2021.

Matthew J. Waligora
Mayor

Anna Soik
City Clerk/Treasurer/Finance Director

First Presented: June 7, 2021
Adopted: June 21, 2021
Published: _____
William A. Pfeifer, City Attorney



To: Honorable Mayor Waligora and Council Members

From: Bill Forbush, Fire Chief

Date: June 16, 2021

Re: Alpena Township Fire Project

At a special meeting of the Township Board Wednesday morning, they proposed the following substantive changes to the draft agreement for fire services:

\$400,000 annual fee for service. \$475,000 cap.

Five years before 2% escalator kicks in (as opposed to three that we proposed).

I recommend that we either hold the cap at \$500,000, or the escalator inception to three years. Both reductions seem excessive.

Strike contingency section.

There was a great deal of discussion as to term. Although the fifteen-year initial term was in their last proposal to the City, their Board voted to make the initial term 5 years, during which either party could give notice to unilaterally terminate the agreement five years from the date of notice. Under this language, they could theoretically serve notice in year one making it effectively a 6-year contract. As always, both parties can agree to modify or terminate the contract at any time.

I would recommend that we hold to a minimum initial contract term of five years with no option for termination unless agreed to by both parties. Anytime after the fifth anniversary of the agreement, either party could serve notice on the other that they intend to terminate the agreement. Upon such notice, the clock would start on the five-year termination clause. Under this model, the earliest that either party could end the relationship unilaterally would be ten years. It is understood that both communities would need time to adjust budgets, equipment and staffing to operate separately once again.

This agreement benefits both communities if it is a long-term sharing of services. The Township will receive twice the staffing at less than half the cost, plus it will benefit from a number of other enhancements including administration, training and CRR. Both communities will benefit from a renewed and expanded capability in technical rescue and special operations. County residents will benefit by faster EMS response times to the northwest and southwest of the City.

I anticipate the Township will provide a new version of the draft agreement that incorporates these changes for consideration at the June 21 Council meeting. They will then conduct a citizen question and answer session at their Township Hall on June 24 starting at 6 pm. I will be on hand to address operational issues, and their Board will address all other inquiries.

If the agreement is reached by their June 28 meeting, they plan to finalize the agreement at that time.

Our current agreement to provide fire and emergency services to the northside expires June 30 and no extension has been arranged.


Memorandum



Date: June 16, 2021

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: Contract Modification #2 – 2019 Resurfacing Project

On June 25, 2019, the City received and opened bids for the 2019 Resurfacing Project, which includes, but is not limited to, Cold Milling and HMA Surfacing. This contract was subsequently awarded to Everett Goodrich Trucking, Inc., in the amount of \$142,306.00. At that time, staff expressed their intentions to request a contract modification if additional funds were available to extend the resurfacing of First Avenue which council approved in July 2020 by executing Contract Modification Number 1 in the amount of \$119,550. The work projected in this contract modification was initially delayed by the City for the 2020 construction season as staff and council decided the extent of the Second and Miller intersection reconstruction.

Due to the extent of the work to be completed and the overall cost of the project, the staff planned the First Avenue resurfacing to take place over three budget years. The current 2021-22 City Budget includes funding to complete this project. Staff has evaluated the project and determined estimated quantities for the section of First Avenue, between Baldwin Street and Ripley Boulevard. Bruce Goodrich, from Everett Goodrich Trucking, has again agreed to extend the contract prices from the 2019 Resurfacing Project of First Avenue for this year's project as follows:

Mobilization, Max	1	LSUM	\$1,000.00	\$1,000
Dr Str Cover, Adj, Case 1	10	Each	\$1,000.00	\$10,000
Pavement Cleaning	1	LSUM	\$500.00	\$500
Cold Milling HMA Surface	9,100.00	Syd	\$3.50	\$31,850
HMA, 13A, Modified	1,550.00	Ton	\$77.00	\$119,350
Traffic Control	1	LSUM	\$1,000.00	\$1,000
Gate Box, Adj, Case 1	5	Each	\$900.00	\$4,500

Total: \$168,200

After reviewing the prices and comparing them to the unit prices we received on the 2020 Resurfacing Project, which were higher than the 2019 unit prices, is my recommendation, as City Engineer, to approve Contract Modification Number 2 for the 2019 Resurfacing Project to Goodrich Trucking for the unit prices totaling \$168,200.

Attachments





City Hall
208 North First Avenue
Alpena, Michigan 49707
www.alpena.mi.us

Engineering

CONTRACT MODIFICATION

NO. 2

PROJECT: 2019 Resurfacing Project

ADD ITEMS:

Item	Quantity	Unit	Unit Price	Extension
Mobilization, Max	1	LSUM	\$1,000.00	\$1,000.00
Dr Structure Cover, Adj, Case 1	10	Each	\$1,000.00	\$10,000.00
Pavt, Cleaning	1	LSUM	\$500.00	\$500.00
Cold Milling HMA Surface	9,100.00	Syd	\$3.50	\$31,850.00
_ HMA, 13A, Modified	1,550.00	Ton	\$77.00	\$119,350.00
_ Traffic Control	1	LSUM	\$1,000.00	\$1,000.00
Gate Box, Adj, Case 1	5	Each	\$900.00	\$4,500.00

Extend the resurfacing of First Avenue from Baldwin Street to Ripley Boulevard.

TOTAL CONTRACT DIFFERENCE: Add \$168,200

THE UNDERSIGNED REPRESENTATIVES OF THE CITY OF ALPENA AND THE CONTRACTOR FOR THE PROJECT REFERENCED ABOVE AGREE TO THIS CHANGE IN CONTRACT.

Stephen J Shultz, City Engineer

Bruce Goodrich, Contractor

Rachel Smolinski, City Manager

Anna Soik, City Clerk/Financial Director/Treasurer




Memorandum



Date: June 16, 2021

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: Defense Community Improvement Program Application Submittal

On May 14, 2021, the Defense Community Infrastructure Program (DCIP) announced a funding opportunity for community infrastructure projects. This program, with approximately \$60,000,000 nationwide, is offered through the Department of Defense's Office of Local Defense Community Cooperation (OLDCC). It was established to assist local governments that own infrastructure outside of, but support, a military installation. The Roosevelt Group is working with the installation staff and potential applicants to assist in developing competitive applications.

The program has several requirements which must be met to be considered eligible for submittal. The eligible community infrastructure projects must enhance military value, military installation resilience or military family quality of life at the supported military installation. The City reviewed options and elected to propose the replacement of the clear wells at the water production plant which is eligible under water infrastructure that will enhance military value. The existing clear wells are 1922 and 1935 vintage and had extensive repairs completed in 2007 with these repairs expected to have a 15-20-year life. The estimated cost to replace these existing 500,000-gallon tanks with 2 new 750,000-gallon tanks is \$7,654,000.

After several web conferences and discussions, Colonel James M. Rossi and Lieutenant Colonel Jim Shay, both of the Michigan Air National Guard/Alpena Combat Readiness Training Center, along with the Roosevelt Group, working on behalf of the OLDCC, felt that the City's project was an ideal candidate for the grant and requested we prepare a full grant proposal for submission. In efforts to submit a successful grant application the Roosevelt Group will review our grant proposal to ensure compliance with the requirements and provide feedback in preparation for us to submit these to the Pentagon for full review. If we are deemed a successful project, we would be notified on or about August 13, 2021 and then be required to submit a formal grant application in September. If ultimately funded, the project would be available by the end of September and must break ground within 12 months. The City is working with a consultant to prepare certain

elements of the application that must be prepared by a third-party independent entity. With an application deadline of July 12, 2021, we must accelerate our documentation for this submittal.

As part of the submittal the City must provide documentation that whoever signs the application is authorized, on behalf of the governing body, to sign and submit on behalf of the City. Thus, we will need approval of the attached Resolution stating that "Rachel Smolinski is authorized, by the Alpena Municipal Council to submit a proposal for funding through the Office of Local Defense Community Cooperation, Department of Defense on behalf of the City of Alpena. The signatory shall also have the authority to apply for assistance through this program". This Resolution also delineates the requested amount and the local match commitment on behalf of the City.

It is my recommendation, as City Engineer, that City Council adopt the attached resolution 2021-14 to authorize staff to submit a grant application to the Defense Community Infrastructure Program for the replacement of the clear wells at the Water Production Plant. A preliminary estimate placed the project at \$7,654,000 with the City providing a 30% match or \$2,296,200. This project, the replacement of the clear wells, is one which the City will have to undertake in the next 7-10 years based on the condition and previous work performed on the tanks. Through this opportunity, the City may be able to fulfill this need at a portion of the cost.

Attachments



RESOLUTION NO. 2021-14

A RESOLUTION AUTHORIZING THE SUBMISSION OF A DEFENSE COMMUNITY INFRASTRUCTURE PROGRAM GRANT APPLICATION TO THE OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION, DEPARTMENT OF DEFENSE, FOR REPLACEMENT OF THE CLEAR WELLS AT THE WATER PRODUCTION PLANT WITHIN THE CITY OF ALPENA.

WHEREAS, the Office of Local Defense Community Cooperation (OLDCC), Department of Defense has invited Local Governments to apply for its Defense Community Infrastructure Program (DCIP) Grants; and

WHEREAS, the City of Alpena desires to request \$5,357,800 DCIP funds to replacement of the clear wells at the water production plant; and

WHEREAS, the City of Alpena commits local funds from its Water Fund in the amount of \$2,296,200; and

WHEREAS, the proposed project addresses deficiencies in community infrastructure outside of, but supportive of, a military installation under the DCIP as described in the Application; and

WHEREAS, the proposed project identifies with prioritization 1) Enhancement of Military Value for community infrastructure projects under the DCIP as established by the Fiscal Year 2021 National Defense Authorization Act; and

WHEREAS, the proposed project is endorsed by the local installation commander representing the benefitting installation; and

WHEREAS, the proposed project is construction-ready and may commence within twelve (12) months after award of grant.

NOW, THEREFORE, BE IT RESOLVED that Rachel Smolinski, City Manager, is authorized by the Alpena Municipal Council as the point of contact for and to submit a proposal for funding through the Office of Local Defense Community Cooperation, Department of Defense. The signatory shall also have the authority to apply for assistance through this program.

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

Ayes:

Nays:

Absent:

Resolution declared adopted.

I, Anna Soik, City Clerk of the City of Alpena, **DO HEREBY CERTIFY** that the above is a true copy of a resolution adopted by the Municipal Council at a regular meeting held June 21, 2021.

Anna Soik
City Clerk


Memorandum



Date: June 18, 2021

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: Traffic Control Order 1-21 – No Trucks in Alley

City staff received a complaint from a resident on the corner of Bingham Street and Clinton Street. He explained that many trucks were using the Clinton Street side of the alley to make deliveries to businesses fronting on State Avenue.

The residents have been inconvenienced by being asked to move their cars off the street so the trucks could make the wide turn into the alley. Further, the alley approach is not designed for a truck turning radius, therefore the trucks are destroying the adjacent grass areas of the neighboring lots as well as causing damage to the approach itself.

City staff reviewed this issue and has determined that the Clinton Street Alley entrance is being used out of convenience and not necessity. I recommend, as City Engineer that the attached Traffic Control Order be passed to prohibit trucks from accessing this alley via Clinton Street. The alley will be signed for No Trucks from the back of the commercial properties to Clinton Street. This will allow delivery trucks to utilize the area on the sides of the buildings, as well as the alley entrance and portion of the alley off State Avenue to make deliveries. Trucks have also been witnessed using the center-left turn lane to park while making a short-term delivery, this is not an unheard-of practice.

Attachment



**ALPENA POLICE DEPARTMENT
TRAFFIC CONTROL ORDER
ALPENA, MICHIGAN**



Traffic Control Order No. 1-21 Date June 18, 2021

Acting under Section 2.53 of the Uniform Traffic Code, being Section 20-1, of the Ordinance Code of the City of Alpena, the undersigned issues the following
Temporary Traffic Control Order:

No trucks in a portion of the alley bounded by Parson St and Bingham St traveling between Clinton St and State Av. Said portion being from Clinton St to the end of the residential properties being the back property line of 1105 South State Avenue, a commercial business which takes deliveries by truck.

Reason: Residents living on Bingham as well as Clinton have been asked to move cars to allow for trucks to make a wide turn into the alley from Clinton. The truck turning movements are too wide for a residential alley approach and are, therefore, destroying the grass areas of adjoining neighbor's property as well as damaging the approach.

Filed: _____
Date

City Clerk

Approved by Municipal Council at a
Meeting Held:

Date

Assistant City Engineer

Sign, Signal or Control Device
Erected or Installed:

Date

Police Chief