ALPENA CITY COUNCIL MEETING February 06, 2023 – 6:00 p.m. AGENDA

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

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

Dial in Using a Phone: United States: +1 (646) 749-3112

Access Code: 667-050-061

- 1. Call to Order.
- 2. Pledge of Allegiance.
- 3. Approval of and Proposed Modifications to the Agenda.
- 4. Approve Minutes Regular and Closed Sessions of January 17, 2023.
- 5. Citizens Appearing Before Council on Agenda and Non-Agenda Items (Citizens Shall be Allowed a Maximum of Five (5) Minutes Each to Address Their Concerns. This is the Only Time During a Council Meeting that Citizens are Allowed to Address the Council).
- 6. Public Hearing.
- 7. Consent Agenda.
 - A. Bills to be Allowed, in the Amount of \$216,856.80, and Authorize Mayor Waligora and Clerk Soik to Sign.
 - B. Approval of a Rental Agreement with Don's Tractor & Equipment Sales and Authorize Clerk Soik to Sign.
 - C. Approval of a Budget Amendment Request to Reduce Police Revenue by \$23,750 and Increase Police Expenditure by \$21,250.
 - D. Approval of a Budget Amendment Request to Decrease Fire/EMS Revenue by \$128,000 for a Federal Grant for Which the City Will Not Receive.
 - E. Approval of the 2023 Permit for Fireworks and Authorize Mayor Waligora to Sign.
- 8. Presentations.

Culligan Plaza Design – Aaron Senchuk, Landscape Designer for Drost Landscape.

- 9. Announcements.
- 10. Mayoral Proclamation.
- 11. Report of Officers.
 - A. Grant Support Services Rachel Smolinski, City Manager.
 - B. First Reading of Ordinance No. 23-485 Which Amends Article III. Retirement System, Section 62-73(b)(5).
 - C. First Reading of Ordinance No. 23-486 Which Amends Chapter 86 Taxation; Article V Bingham School Tax Exemption , By Amending Sec. 86-99 Duration.

- 12. Communications and Petitions.
- 13. Unfinished Business.

Marihuana Ordinance No. 23-484 Work Session – Montiel Birmingham, Planning, Development and Zoning Director.

- 14. New Business.
- 15. Adjourn to Closed Session to Discuss an Update on Sewer and Water Litigation.
- 16. Return to Open Session.
- 17. Adjournment.

Rachel R. Swelinski

Rachel Smolinski City Manager

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COUNCIL PROCEEDINGS

January 17, 2023

The Municipal Council of the City of Alpena met in regular session on the above

date and was called to order at 6:00 p.m. by the Mayor.

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

Absent: None.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

APPROVAL OF THE AGENDA

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to

approve the agenda.

Motion carried 5-0.

MINUTES

The minutes of the regular and closed sessions of January 03, 2023, and special

session of January 12, 2023, were approved as printed.

CONSENT AGENDA

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, that

the following Consent Agenda items be approved:

- A. Bills to be allowed, in the amount of \$616,680.37.
- B. Council appointment of Lucille Bray, Lorenzo Johns, and Lisa Kruse to the Wildlife Sanctuary Board for a three-year term expiring on February 1, 2026.
- C. Approval of resolution no. 2023-01 which allows a resident taxpayer to file his or her protest before the Board of Review by letter.

Motion carried 5-0.

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RETIREMENT RECOGNITION

John Nye was recognized and thanked for nearly 22 years of service to the City

of Alpena in the Department of Public Works. He will retire on January 19, 2023.

FY22 ANNUAL COMPREHENSIVE FINANCIAL REPORT

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to

receive and file the FY22 Annual Comprehensive Financial Report.

Motion carried 5-0.

TARGET ALPENA SEMI-ANNUAL REPORT

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to

receive and file the Target Alpena semi-annual report.

Motion carried 5-0.

HURON HUMANE SOCIETY SEMI-ANNUAL REPORT

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to receive and file the Huron Humane Society semi-annual report.

Motion carried 5-0.

PROCLAMATION

Mayor Waligora proclaimed the week of January 23, 2023, as Thunder Bay

International Film Festival Week in the City of Alpena.

SECOND QUARTER FY23 FINANCIAL REPORT

Moved by Mayor Pro Tem Johnson, seconded by Councilmember Walchak, to

receive and file the second quarter fiscal year 2023 financial report.

Motion carried 5-0.

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HOPE NETWORK PILOT REQUEST

Anthony Barker, Hope Network Executive Director of Housing and Community Development, submitted a request to extend the construction commencement date to June 30, 2023 for the PILOT (Payment in Lieu of Taxes) granted for Alpena Bingham Apartments Senior Housing Project. The revision to the ordinance will be before the Council on February 6th for a first reading.

CITY CONCRETE PROGRAM RENEWAL

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, to approve the contract with Bedrock Contracting for prices, as presented, for the sidewalk program.

Motion carried 5-0.

Moved by Councilmember Nowak, seconded by Mayor Pro Tem Johnson, to establish the property owner sidewalk rate at \$4.04 per square foot for calendar year 2023.

Motion carried 5-0.

HOT MIXED ASPHALT PROGRAM CONTRACT RENEWAL

Moved by Councilmember Nowak, seconded by Councilmember Walchak, to approve the renewal of the Hot Mixed Asphalt Patching Program Contract for 2023 with Everett Goodrich Trucking, Inc., for the unit prices proposed.

Motion carried 5-0.

RECESS

The Municipal Council recessed from 7:01 p.m. to 7:06 p.m.

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RECONVENE IN CLOSED SESSION

Moved by Councilmember Nowak, seconded by Councilmember Mitchell, to

adjourn to closed session to discuss an update on water and sewer litigation.

Motion carried 5-0.

RECONVENE IN OPEN SESSION

The Municipal Council reconvened in open session at 8:32 p.m.

ADJOURN

On motion of Councilmember Nowak, seconded by Mayor Pro Tem Johnson, the

Municipal Council adjourned at 8:34 p.m.

Matthew Waligora Mayor

ATTEST:

Anna Soik City Clerk

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INVOICE REGISTER

EXP CHECK RUN DATES 02/07/2023 - 02/07/2023 UNJOURNALIZED OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
9 OAKS INN	A-108-2	LODGING - POLICE LODGING - POLICE MOBILE DEVICE LICENSES VEH MAINT - DPW SUPPLIES - EMS DISP SUPPLIES - EMS DISP SUPPLIES - EMS DISP SUPPLIES - BLDG SUPPLIES - BLDG SUPPLIES - FIRE/EMS SUPPLIES - FIRE/EMS SUPPLIES - FIRE/EMS INSURANCE - SECOND AVE BRIDGE MEMBERSHIP INVESTMENT - DDA GIS UPDATE FEE - ASSESSOR IT CONTRACTED SVCS 01/23 TAX TRIBUNAL ADJ - DOCKET #21-002470 VEH MAINT #36 VEH MAINT - EQ	220.00
9 OAKS INN	A-109-1	LODGING - POLICE	220.00
ADVANCE PROPERTY EXPOSURE INC	APX202200088	MOBILE DEVICE LICENSES	1,320.00
AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC ALLEGRA ALPENA ALLEGRA ALPENA ALPENA ACE HARDWARE ALPENA ACE HARDWARE ALPENA ACE HARDWARE ALPENA AGENCY INC ALPENA AGENCY INC	9993711234	VEH MAINT - DPW	70.29
	9993711575 9133975986		19.17
AIRGAS USA LLC AIRGAS USA LLC	9133491997	SUPPLIES - EMS DISP	91.99
AIRGAS USA LLC	9133691513	SUPPLIES - EMS DISP	29.31
ALLEGRA ALPENA	157429	SUPPLIES - BLDG	30.13
ALLEGRA ALPENA	156334	SUPPLIES - MARINA	398.46
ALPENA ACE HARDWARE	4090	SUPPLIES - FIRE/EMS	14.16
ALPENA ACE HARDWARE	3912	SUPPLIES - FIRE/EMS	1.84
ALPENA ACE HARDWARE	4000	SUPPLIES - FIRE/EMS	17.58
	41987		12,123.00
ALPENA AREA CHAMBER OF COMMERCE ALPENA COUNTY TREASURER	23392 806		1,600.00
ALPENA COUNTY TREASURER	020723	IT CONTRACTED SVCS 01/23	8 446 00
ALPENA COUNTY TREASURER	020722B	TAX TRIBUNAL ADJ - DOCKET #21-002470	141.83
ALPENA DIESEL SERVICE	75371	VEH MAINT #36	1,274.23
ALPENA DIESEL SERVICE	75326	VEH MAINT - EQ	1,219.39
ALPENA DIESEL SERVICE	19817	VEH MAINT #45	171.72
ALPENA DIESEL SERVICE	75483	VEH MAINT #39	806.92
ALPENA DIESEL SERVICE	75552	VEH MAINT - EQ	319.37
	75617 75638	VEH MAINT #47	279.97
	020723		1,703.93
ALPENA FOWER COMPANY	S100480697.001	BLDG MAINT - FIRE/EMS	37 50
ALPENA SUPPLY CO	S100482029.001	BLDG MAINT - DPW/CH/PSF	7.96
ALPENA SUPPLY CO	S100483247.001	MAINT - MARINA	4.39
ALPENA SUPPLY CO	S100483389.001	SUPPLIES - FIRE/EMS	11.95
ALPENA SUPPLY CO	S100483390.001	MAINT-FIRE/EMS	8.42
ALPENA SUPPLY CO	S100484199.001	SODIUM BISULFITE - SEWER	1,085.81
	S100484373.001		16.56
ALPENA SUPPLY CO	S100484878.001 S100485886.001		01.47
ALPENA SUPPLY CO	S100486901.001	HEATER - MARINA	22.99
ALPENA COUNTY TREASURER ALPENA COUNTY TREASURER ALPENA DIESEL SERVICE ALPENA SUPPLY CO ALPENA SUPPLY CO	S100488974.001	INSURANCE - SECOND AVE BRIDGE MEMBERSHIP INVESTMENT - DDA GIS UPDATE FEE - ASSESSOR IT CONTRACTED SVCS 01/23 TAX TRIBUNAL ADJ - DOCKET #21-002470 VEH MAINT #36 VEH MAINT #26 VEH MAINT #45 VEH MAINT #47 VEH MAINT #47 VEH MAINT #42 ELECTRIC BLDG MAINT - FIRE/EMS BLDG MAINT - DPW/CH/PSF MAINT - MARINA SUPPLIES - FIRE/EMS SODIUM BISULFITE - SEWER MAINT - WATER VEH MAINT #36 VEH MAINT #36 VEH MAINT #36 VEH MAINT - EQ HEATER - MARINA MAINT - PUBLIC WORKS UNIFORMS - FIRE/EMS UNIFORMS - POLICE SUPPLIES - FIRE/EMS SUPPLIES - FI	17.11
AMAZON CAPITAL SERVICES INC AMAZON CAPITAL SERVICES INC	1XRV-LJLJ-KQQF	UNIFORMS - FIRE/EMS	97.75
AMAZON CAPITAL SERVICES INC	1PXV-CRGN-H9J3	UNIFORMS - POL	142.97
AMAZON CAPITAL SERVICES INC	133K-RVC6-KM3P	SUPPLIES - POL	35.24
AMAZON CAPITAL SERVICES INC	1G63-3DXH-HDP7	SUPPLIES - ENGINEERING	35.38
AMAZON CAPITAL SERVICES INC	1YHV-WKX3-1333	UNIFORMS - FIRE/EMS	194.94
AMAZON CAPITAL SERVICES INC AMAZON CAPITAL SERVICES INC	16JT-FV3H-3MYL	SUPPLIES - FIRE/EMS	299.95
AMAZON CAPITAL SERVICES INC	11011-010J-CM9F	UNIFORMS - POLICE	0.33 08 10
AMAZON CAPITAL SERVICES INC	1N6P-7V1F-9X07	SUPPLIES - FIRE/EMS	287 77
AMAZON CAPITAL SERVICES INC	1HGC-NQYY-7916	UNIFORMS - POLICE	306.60
ANN SARETSKY	020723	CEMETERY LOT REFUND	770.00
BERG ASSESSING & CONSULTING INC	23-0000898	PRINTING/MAILING-ASSESSING	87.54
BOUND TREE MEDICAL LLC	84809905	SUPPLIES - EMS DISP	74.98
BOUND TREE MEDICAL LLC	84826250	SUPPLIES - EMS DISP	_37.00
BOUND TREE MEDICAL LLC	01002010		100.21
BRUCE HONEYCUTT BRUCE HONEYCUTT	020723 020723B	MILEAGE 12/22 MILEAGE 01/23	62.31 44.16
BS&A	144727	SVC/SUPPORT FEE - CEM	535.00
CASEY STUTZMAN	020723	TRAVEL EXPENSE - POLICE	17.79
CDWG GOVERNMENT	FZ20966	GETAC TABLETS - IT	463.42
CERTA SITE LLC	12514866	VEH MAINT - EQ	32.35
CHARTER COMMUNICATIONS	0161615012523	FAX LINE - CITY HALL	79.98
CHARTER COMMUNICATIONS	0161607012123	FAX LINE - PUBLIC SAFETY	39.99
CHARTER TOWNSHIP OF ALPENA	020723	REIMB GARAGE NATURAL GAS - FIRE/EMS	76.66
CHEMTRADE CHEMICALS US LLC	93485636	ALUMINUM SULFATE - WATER	5,864.91
CITY OF ALPENA CITY OF ALPENA	6656-001 01/23 8110-001 01/23	SEW/WATER - PSF ANNEX SEW/WATER - STARLITE PROM	38.50 256.58
CITY OF ALPENA	4528-001 01/23	SEW/WATER - PUBLIC SAFETY	1,442.66
CITY OF ALPENA	4398-001 01/23	SEW/WATER - CEMETERY	84.46
CITY OF ALPENA	4397-001 01/23	SEW/WATER - CEMETERY	39.18
CITY OF ALPENA	1271-001 01/23	SEW/WATER - MICH-E-KE-WIS	495.27
CLEANING UNLIMITED	469151	BLDG MAINT - DDA	360.00
COLUMN SOFTWARE PBC	35725C0A-0046	PUBLISHING/ADVERTISING - C/T	175.23
COLUMN SOFTWARE PBC COLUMN SOFTWARE PBC	0044	PUBLISHING/ADVERTISING - C/T	233.64
	0047	PUBLISHING/ADVERTISING-PDZ	55.61

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INVOICE REGISTER

EXP CHECK RUN DATES 02/07/2023 - 02/07/2023 UNJOURNALIZED OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
CONTINENTAL LINEN SERVICE	70483 01/23	RUG/UNIFORM CONT 01/23 VEH MAINT - POLICE VEH MAINT - POLICE VEH MAINT - POLICE TRAINING - POLICE FEES - DPW NATURAL GAS - DDA SUPPLIES - POL/FIRE/EMS SUPPLIES - FIRE/EMS SUPPLIES - FIRE/EMS CHEMICAL TREATMENT/SVC STORES - HYDRANT PART VEH MAINT - EQ VEH MAINT - EQ VEH MAINT - POLICE VEH MAINT - POLICE VEH MAINT - POLICE VEH MAINT - EQ VEH MAINT - EQ UNIFORMS - FIRE/EMS SUPPLIES - CITY HALL BUILDING/ZONING/CODE/PLANNING SVCS 01	936.29
DEAN ARBOUR FORD LINCOLN MERCURY	36983	VEH MAINT - POLICE	473.19
DEAN ARBOUR FORD LINCOLN MERCURY	37004	VEH MAINT - POLICE	92.53
DEAN ARBOUR FORD LINCOLN MERCURY	37064	VEH MAINT - POLICE	5.12
	4586459	TRAINING - POLICE	350.00
DOUGLAS ROZNOWSKI DTE ENERGY	020723 020723	FEES - DPW NATURAL GAS - DDA	193.00 159.23
EAGLE SUPPLY CO	124575	SUPPLIES - POL/FIRE/EMS	84.80
EAGLE SUPPLY CO	124465	SUPPLIES - FIRE/EMS	203.24
EAGLE SUPPLY CO	124574	SUPPLIES - FIRE/EMS	142.40
ENERCO CORPORATION	INV001939	CHEMICAL TREATMENT/SVC	1,000.00
ETNA SUPPLY	S104837896.001	STORES - HYDRANT PART	144.00
FASTENAL COMPANY	MIALP196561	VEH MAINT - EQ	38.68
FASTENAL COMPANY	MIALP196488	VEH MAINT - EQ	99.75
	MIALP196558	SUPPLIES - DPW	14.55
FITZPATRICK'S HARDWARE FITZPATRICK'S HARDWARE	5472451 5472478	VEH MAINT - POLICE VEH MAINT - POLICE	7.44 4.64
FITZPATRICK'S HARDWARE	5472709	VEH MAINT - POLICE	4.50
FITZPATRICK'S HARDWARE	5473282	VEH MAINT - EQ	13.46
FITZPATRICK'S HARDWARE	5473620	VEH MAINT - EQ	13.46
FITZPATRICK'S HARDWARE	5476242	VEH MAINT - EQ	27.99
FITZPATRICK'S HARDWARE	5478343	VEH MAINT #66	25.98
FRANKS KEY & LOCK SHOP INC	121622	BLDG MAINT - POLICE	125.00
FRANKS KEY & LOCK SHOP INC	122822	SUPPLIES - FIRE/EMS	16.00
FREESE HYDRAULICS & EQUIP REPAIR	42656	VEH MAINT - EQ	12.82
GALLS LLC GARANTS OFFICE SUPPLIES & PRINTING	023152383 72152	UNIFORMS - FIRE/EMS SUPPLIES - CITY HALL	198.94
GILMET CONSTRUCTION SERVICES	012323	BUILDING/ZONING/CODE/PLANNING SVCS 01	1,987.00 2,500.00
GRAND TRAVERSE	58588	RADIO MAINT - FIRE/EMS	1,920.00
GREG NOWAK	020723	BOOT ALLOW - PW	116.56
GRETCHEN KRUSE	020723	UNIFORM REIMB - PUBLIC SAFETY	84.59
HOME DEPOT CREDIT SERVICES	1622671	BLDG MAINT - CH	31.39
HOME DEPOT CREDIT SERVICES	5060167	SUPPLIES - FIRE/EMS	146.54
HOME DEPOT CREDIT SERVICES	1511986	SUPPLIES - FIRE/EMS	79.80
HOME DEPOT CREDIT SERVICES	1523947	BUILDING/ZONING/CODE/PLANNING SVCS 01 RADIO MAINT - FIRE/EMS BOOT ALLOW - PW UNIFORM REIMB - PUBLIC SAFETY BLDG MAINT - CH SUPPLIES - FIRE/EMS SUPPLIES - FIRE/EMS SUPPLIES - FIRE/EMS SUPPLIES - FIRE/EMS FY 2023 CONTRIBUTION - POLICE UNIFORMS - FIRE/EMS SUPPLIES - IT SUPPLIES - IT SUPPLIES - IT SUPPLIES - IT BLDG MAINT - FIRE/EMS VEH MAINT - EQ	116.69
HOME DEPOT CREDIT SERVICES HOME DEPOT CREDIT SERVICES	512091 6611422		43.81 88.21
HOME DEPOT CREDIT SERVICES	5060999	SUPPLIES - FIRE/EMS	9.97
HUNT TREASURER	010423	FY 2023 CONTRIBUTION - POLICE	4,000.00
HURON VALLEY GUNS	020723	UNIFORMS - FIRE/EMS	995.86
INK AND TONER ALTERNATIVE	23-0104	SUPPLIES - IT	53.98
INK AND TONER ALTERNATIVE	23-0243	SUPPLIES - IT	109.99
INK AND TONER ALTERNATIVE	23-0245	SUPPLIES - IT	109.99
INK AND TONER ALTERNATIVE	23-0082	SUPPLIES - IT	1,632.85
INTEGRITY BUSINESS SOLUTIONS	2431207-0		727.50
INTERSTATE BATTERY MID MICHIGAN KAYE LEWIS	020723 AP22-3732C	VEH MAINT - EQ AMBULANCE REFUND	648.50 200.00
KENDALL ELECTRIC INC	S112520494.001	SUPPLIES - LIGHTS	280.93
KENDALL ELECTRIC INC	S112418627.001	MAINT - LIGHTS	257.39
LAURIE AUBE	121322	SEW/WATER BILL REFUND	1,459.95
LEFAVE PHARMACY INC	54039	SUPPLIES - EMS DISP	95.49
LEFAVE PHARMACY INC	58169	SUPPLIES - EMS DISP	97.41
MARSH'S COLLISION	020723	MAINT - FLEET	4,759.47
MHR BILLING SERVICES	4317	BILLING 12/22 - EMS	8,237.97
MICHIGAN DOWNTOWN ASSOCIATION	E2669 6391206	CONFERENCE REGISTRATION - DDA	210.00
MICHIGAN MUNICIPAL LEAGUE MOTOROLA SOLUTIONS INC	8281535769	WORKERS COMP - QTR PAYMENT IN-CAR VIDEO SYSTEM	25,522.00 740.00
MY MICHIGAN HEALTH	020723	BLS CARDS - FIRE/EMS	18.00
MY MICHIGAN HEALTH	020722B	PALS CARDS - FIRE/EMS	120.00
O'REILLY AUTO PARTS	5611-266055	VEH MAINT - POLICE	1,443.00
O'REILLY AUTO PARTS	5611-265652	VEH MAINT - EQ	120.92
O'REILLY AUTO PARTS	5611-265584	VEH MAINT - EQ	125.98
O'REILLY AUTO PARTS	5411-262830	VEH MAINT - EQ	61.58
O'REILLY AUTO PARTS	5611-264028	VEH MAINT - EQ	4.26
O'REILLY AUTO PARTS	5611-265494		62.30
	24811078	SUPPLIES - FIRE/EMS	186.04
PRS R & R FIRE TRUCK REPAIR	AP21-2213 64622	AMBULANCE REFUND VEH MAINT - FIRE EQ	186.21 1,421.79
ROBERT WHEELOCK	020723	WORK APPAREL ALLOW - PW	66.78
ROBERT WHEELOCK	020723B	WORK APPAREL ALLOW - PW	148.38
ROCK-N-RESCUE	INV228361	SUPPLIES - FIRE/EMS	852.77
RONALD DENMARK	020723	CHRISTMAS - DDA	600.00

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INVOICE REGISTER

EXP CHECK RUN DATES 02/07/2023 - 02/07/2023 UNJOURNALIZED OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ROWLEYS WHOLESALE	1346768-00	VEH MAINT - EQ	411.46
SAW SUPPLY	067750	MAINT - FIRE/EMS	228.50
SHALLAS SERVICE	14874	VEH MAINT - FIRE/EMS	156.04
SHANE ADAMSKI	020723	VEH MAINT - FIRE/EMS WAINT - FIRE/EMS BOOT ALLOWANCE - PW LICENSES - IT VEH MAINT - EQ VEH MAINT - EQ MAINT - LIGHTS MAINT - LIGHTS MAINT - LIGHTS MAINT - LIGHTS MAINT - LIGHTS MAINT - LIGHTS MAINT - LIGHTS BLDG MAINT - FIRE/EMS	140.96
SHI INTERNATIONAL CORP.	B16365946	LICENSES - IT	15,576.00
SPARTAN DISTRIBUTORS INC	11868233	VEH MAINT - EQ	252.68
SPARTAN DISTRIBUTORS INC	11856690	VEH MAINT - EQ	(35.40)
STANDARD ELECTRIC CO	4069592-00	MAINT - LIGHTS	8.91
STANDARD ELECTRIC CO	4069697-00	MAINT - MAJ ST	19.83
STANDARD ELECTRIC CO	4069865-00	BLDG MAINT - FIRE/EMS	208.11
STANDARD ELECTRIC CO	4070163-00	MAINT - LIGHTS	76.78
STANDARD ELECTRIC CO	4070272-00	MAINT - LIGHTS	23.98
STANDARD ELECTRIC CO	4070288-00	MAINT - LIGHTS	78.03
STANDARD ELECTRIC CO	4070400-00		189.60
STANDARD ELECTRIC CO	4070404-00	BLDG MAINT - FIRE/EMS	14.70
STANDARD ELECTRIC CO	4070414-00	BLDG MAINT - FIRE/EMS	29.40
STANDARD ELECTRIC CO STANDARD ELECTRIC CO	4070757-00 4070856-00		236.65 41.40
STANDARD ELECTRIC CO	4070862-00	NIAINT - MARINA	275.13
STANDARD ELECTRIC CO STATE OF MICHIGAN	020723		900.00
STEVEN HALL	020723	MILEAGE 10-11/22	75.13
STEVEN HALL	020723B	MILEAGE 01/23	146.92
STRALEY LAMP & KRAENZLEIN PC	020723	MONTHLY FEE 12/22	7,630.00
TELNET WORLDWIDE	262654	TELEPHONE - LAND LINES	726.76
TENURGY LLC	ALP - 135	UTILITY RATE SAVINGS 12/22	444.19
THE ALPENA NEWS	120093	MAINT - LIGHTS MAINT - LIGHTS BLDG MAINT - FIRE/EMS BLDG MAINT - FIRE/EMS MAINT - LIGHTS MAINT - MARINA SUPPLIES - FIRE/EMS TRAINING REG - ENG MILEAGE 10-11/22 MILEAGE 01/23 MONTHLY FEE 12/22 TELEPHONE - LAND LINES UTILITY RATE SAVINGS 12/22 PUBLISHING/ADVERTISING SUPPLIES - PARKS MAINT - FIRE/EMS MAINT - FIRE/EMS MAINT - LIGHTS TRAFF SIGNAL MAINT - MAJ ST MAINT - LIGHTS LIGHTING LIPGRADE - LONG RAPIDS RD	56.02
THE SHERWIN WILLIAMS CO	9685-7	SUPPLIES - PARKS	595.70
THE SHERWIN WILLIAMS CO	0711-0	MAINT - FIRE/EMS	37.45
THE SHERWIN WILLIAMS CO	0444-8	MAINT - FIRE/EMS	96.22
THUNDER BAY ELECTRIC INC	232294	MAINT - LIGHTS	3,196.79
THUNDER BAY ELECTRIC INC	232302	MAINT - LIGHTS	99.58
THUNDER BAY ELECTRIC INC	232303	TRAFF SIGNAL MAINT - MAJ ST	161.69
THUNDER BAY ELECTRIC INC	232304	MAINT - LIGHTS	224.06
THUNDER BAY ELECTRIC INC	232348	LIGHTING UPGRADE - LONG RAPIDS RD	6,930.00
THUNDER BAY ELECTRIC INC	232356	BRIDGE MAINT - MAJ ST	49.79
THUNDER BAY ELECTRIC INC	232372	MAINT - PSF/MARINA	298.74
TIME TO SHINE TOUCHLESS CARWASH	4277	LIGHTING UPGRADE - LONG RAPIDS RD BRIDGE MAINT - MAJ ST MAINT - PSF/MARINA VEH MAINT - POLICE UNIFORMS - CH/POL/FIRE/EMS/DPW	384.00
TRUE NORTH THREADS LLC	1812	UNIFORMS - CH/POL/FIRE/EMS/DPW	298.10
TRUE NORTH THREADS LLC	1853	UNIFORMS - FIRE/EMS UNIFORMS/LIC RENEWAL - FIRE/EMS DESIGN SVCS - BAXVIEW PARK PAVILION	150.00
TYLER SUSZEK	020723	UNIFORMS/LIC RENEWAL - FIRE/EMS	204.00
UP ENGINEERS & ARCHITECTS INC	2300579		1,900.00
UP ENGINEERS & ARCHITECTS INC	2300578	DESIGN SVCS - THUNDER BAY CENTER WAT	2,700.00
VERIZON WIRELESS SERVICES, LLC	9022313479	FEES - POLICE	50.00
WEINKAUF PLUMBING & HEATING INC	22227 20633	BLDG MAINT - FIRE/EMS	1,212.00
WEINKAUF PLUMBING & HEATING INC			586.77
WEST SHORE FIRE INC WITMER PUBLIC SAFETY GROUP	29197 INV176067	UNIFORMS - FIRE/EMS UNIFORMS - FIRE/EMS	84.41 373.76
WITMER PUBLIC SAFETY GROUP	INV176067 INV150744	UNIFORMS - FIRE/EMS UNIFORMS - FIRE/EMS	373.76 313.80
WITMER PUBLIC SAFETY GROUP	INV150744 INV160219	UNIFORMS - FIRE/EMS	85.98
WITMER PUBLIC SAFETY GROUP	INV185878	UNIFORMS - FIRE/EMS	2,747.63
	11101010		2,141.03

Total:

182,442.76

CHECKS RAN ON 1/26/23 (BREAKDOWN OF INVOICES PAID ATTACHED)

34,414.04

TOTAL FOR 2/6/23 COUNCIL MEETING

216,856.80

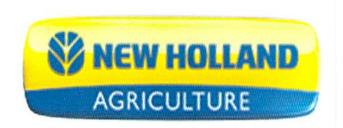
INVOICE REGISTER

EXP CHECK RUN DATES 01/26/2023 - 01/26/2023 UNJOURNALIZED OPEN - CHECK TYPE: PAPER CHECK

VENDOR	INVOICE #	DESCRIPTION	AMOUNT
ALPENA POWER COMPANY DTE ENERGY FRONTIER VERIZON WIRELESS	012623 012623 2793 01/23 9924959286	ELECTRIC NATURAL GAS TELEPHONE - POL/FIRE/EMS CELL PHONES CELL PHONES	12,228.59 19,289.32 110.38 255.01
VERIZON WIRELESS	9924959287	CELL PHONES/IPADS	2,530.74

Total:

34,414.04



DON'S TRACTOR & EQUIPMENT SALES 2516 M-32 W ALPENA, MI 49707

January 23, 2023

City of Alpena Alpena, MI 49707

Proposal for New Holland Tractor and Loader 2023 Season

Cost will be \$200.00 monthly from May 15, 2023 to May 15,2024. This can be returned at any time after 6 months.

This Rental Agreement is for a New Holland Boomer 55 vehicle number 0016132124.

You will carry the insurance on the tractor and perform all maintenance including fluid changes, etc., supplying us with records of same.

At the end of the lease period, one of your people and our representatives will access the condition of the tractor and inspect for any damages for which the city will be responsible.

If this is acceptable proposal, please have an authorized agent of the city sign this and return to us.

Thank you for your business, we appreciate it.

Yours truly,

Dean Thomas Don's Tractor & Equipment Sales

BUDGET AMENDMENT REQUEST

FUND:	10	1 - General		
DEPARTMENT:		301 - Police		, ,
PROJECT:				
Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-301-583.005	Local Grants - ACC Scool Liaison	\$45,000	(\$23,750)	\$21,250
101-301-964.000	Refund/Rebate	\$0	\$21,250	\$21,250

Justification for Budget Amendment

Unable to staff an officer at ACC. Received one payment of \$21,250, but that has been refunded to ACC. Need to reduce the

revenue and increase the expense.

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 Date

Clerk/Treasurer Date

City Manager Date

BUDGET AMENDMENT REQUEST

FUND:	101 - General
DEPARTMENT:	336 - Fire/EMS
PROJECT:	

Account No.	Account Description	Current Budget	Proposed Increase or (Decrease)	Proposed Budget
101-336-505.006	Federal Grants - Misc	\$128,000	(\$128,000)	\$0

Justification for Budget Amendment

Budgeted to receive federal grant funds for turnout gear; however, we did not get selected for the grant. No offsetting expenditure account

to reduce, which will affect fund balance.

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.

Date Department Head

Date

Clerk/Treasurer

City Manager Date

City Council

2023 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, V nationality, color, marital status, disabil you may make your needs known to th	ity, or political beliefs. If you need	assistance with reading, writing, I		
This permit is not transferable. Pos the purpose of and at the place liste			on to possess, transport a	nd display fireworks in the	amounts, for
TYPE OF PERMIT(S) (Select all a	pplicable boxes)			FOR USE BY LEGISLAT	
Agricultural or Wildlife Firework	s 🗌 Articles Pyrotechnic	V Display Fireworks		CITY, VILLAGE OR TOW BOARD ONLY.	/NSHIP
Public Display	Private Display			PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
Special Effects Manufactured for	or Outdoor Pest Control or Agric	ultural Purposes			
NAME OF PERSON PERMIT ISSUED TO Wolverine Fireworks Display, Ir				AGE (18 YEARS)	
ADDRESS OF PERSON PERMIT ISSUED TO	0			•	
205 W. Seidlers Rd., Kawkawli NAME OF ORGANIZATION, GROUP, FIRM					
City of Alpena					
ADDRESS 208 N. First St., Alpena, MI 49707	7				
NUMBER AND TYPES OF FIREWORKS (PIE)			
See Proposal					
EXACT LOCATION OF DISPLAY OR USE					
1300 State St., Alpena, MI 49707					
CITY, VILLAGE, TOWNSHIP			DATE	TIME	
Alpena BOND OR INSURANCE FILED			7/4/23 RD 7/5/23	Dusk	
					_
				\$10,000,000.0	0
Issued by action of the Legislative	Body of a				
	,				
City Village Townshi	p of	on the		_ day of	
	(Signature and	d Title of Legislative Body Represe	ntative)		
L	*THIS FORM IS VALID	UNTIL THE DATE OF EX	PIRATION OF PERMIT*		



February 6, 2023

Date:



2000	
То:	Mayor and City Council Members
Сору:	Anna Soik, City Clerk/Treasurer/Finance Director
From:	Rachel Smolinski, City Manager
Subject:	Grant Support Services-proposed amendment to FY 22-23 Target Alpena Services Agreement

City staff produces an amazing number of grant applications given the limited amount of time available to them with other responsibilities; however, our ability to bring in additional revenue for projects is limited. For fiscal year 2022-23, \$50,000 was budgeted for grant writing support. Given our current services agreement for economic development and the proven track record of Target Alpena, I am proposing that we amend our current services agreement for the outlined services listed below:

- Grant research, communication, and support
 - Lead grant writing efforts and submission of requested opportunities.
 - Coordinate and lead the process with appropriate City staff.
 - Write the background sections and non-technical pieces of the grant.
 - Integrate the technical elements provided by City staff.
 - Coordinate the final edits and review process.
 - Submit on behalf of City / department if permissible.
- Provide grant compliance and reporting support to City staff as agreed upon for select awarded grants.
- > Provide administrative and grant writing support to the Alpena Housing Task Force.
 - \circ $\;$ Take notes and distribute to task force after each meeting.
 - Prepare agenda based on City / County input.
 - Coordinate task force meetings send the materials and calendar invites.
 - Assist Leads with research / coordination as necessary.
 - Provide grant writing support to the task force as needed.

Per Section VII. of the 2022-23 Target Alpena Services Agreement, the agreement may be amended by the mutual written consent of both parties.

Target Alpena will be hiring additional staff to build their own capacity in the coming month and the amended contract for additional services will commence on an agreed upon date between Target Alpena and the City. The rate for these services will be at \$961.54 per week.

It is anticipated that the additional services will be rolled into a new contract with Target Alpena for FY23-24 subject to approval of the budget by City Council.

It is my recommendation as City Manager to approve an amended contract for grant support services with Target Alpena.

Recommended Motion: Move to approve an amended FY22-23 services agreement with Target Alpena for additional services as outlined above at the rate of \$961.54 per week commencing on a date agreed upon by the City of Alpena and Target Alpena, and further approve the Mayor and City Clerk to sign the amended agreement.



Services Agreement

between

The City of Alpena and Target Alpena Development Corporation

This Agreement dated the 1st day of July, 2022, by and between the **City of Alpena**, a Michigan Municipal Corporation, whose address is 208 N. First Avenue, Alpena, MI 49707 (hereinafter called the "City"), and **Target Alpena Development Corporation**, a Michigan Non-Profit Corporation, whose address is 235 W. Chisholm Street, Alpena, MI 49707 (hereinafter called "Target Alpena") provides for the provision of funding by the City in consideration for services rendered.

IT IS AGREED by and between the parties as follows:

I. RECITALS

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

II. TERM OF AGREEMENT

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

III. CONTRACTUAL ACTIVITIES

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

IV. MONITORING REPORTS

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

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

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

V. PAYMENT SCHEDULE & FAILURE TO PERFORM

- A. Payments shall be made semi-annually in July and January following the second City Council meeting of that month.
- B. Target Alpena shall submit an invoice with the required July Combined Semi-Annual/Annual Report and the January Semi-Annual Report. The invoice shall detail the percent of each activity or service included in the Scope of Services completed during the billing period (previous year).
- C. Payments shall be equal to one-half (1/2) of the Agreement amount, unless modified by the City in accordance with Paragraph D below.
- D. In the event the City determines that insufficient progress has been made on any of the activities included in the Scope of Services, the City shall provide written notice to Target of the specific deficiencies. Within fifteen (15) days of receipt of the notice Target shall notify the City in writing that the deficiencies have been corrected to the City's satisfaction or provide a plan acceptable to the City for rectifying the deficiencies. If the issues are not corrected by Target within the initial fifteen (15) day period the City may withhold up to 15% of the payment until such explanation is received and accepted by the City as adequately addressing the issues raised. If the matter remains unresolved the City may withhold any future payments in part or in total until such time as a satisfactory resolution of the deficiencies is provided to the City, or terminate the Agreement in accordance with Section VI below.

VI. TERMINATION OF THIS AGREEMENT

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

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

VII. AMENDMENTS TO THIS AGREEMENT

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

VIII. GENERAL CONDITIONS

A. Assignability

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

B. Continuing Right of Enforcement

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

C. Disclaimer and Hold Harmless Clause

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

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

D. Liability for Damages and Disallowed Costs

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

E. <u>Bonding</u>

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

F. Copyright

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

IX. AGREEMENT ATTACHMENTS

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

A. Attachment A, Scope of Services

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

WITNESSES:

CITY OF ALPENA, a Michigan Municipal Corporation

By: <u>Matthew J. Waligora, Mayor</u>

By: _______Anna Soik, City Clerk

WITNESSES:

TARGET ALPENA DEVELOPMENT CORPORATION, a Michigan Non-Profit Corporation

By: _____

: ______ Dr. Donald MacMaster, Board President

Attachment A.

Scope of Services

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

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

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

ORDINANCE NO. 23-485

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, AMENDING ARTICLE III. RETIREMENT SYSTEM, SECTION 62-73(b)(5). BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, STATE OF MICHIGAN, AS FOLLOWS:

1. Sec. 62-73(b)(5) shall be amended as follows:

(5) Any person **not already a member of the City Retirement System defined benefit plan** appointed to the role of fire chief, deputy fire chief, police chief or deputy police chief on or after October 4, 2010 is excluded from the City of Alpena retirement system defined benefit plan. Such individuals are eligible for and shall receive the City of Alpena defined contribution plan and they are also eligible to participate in the social security system and all other retirement plans available for any administrative employee **as allowed by federal and state law**.

EFFECTIVE DATE

THE PROVISIONS OF THIS ORDINANCE SHALL TAKE EFFECT TEN (10) DAYS AFTER BEING ADOPTED BY THE MUNICIPAL COUNCIL AND DULY PUBLISHED. I HEREBY CERTIFY THAT THE ABOVE ORDINANCE WAS ADOPTED BY THE MUNICIPAL COUNCIL OF THE CITY OF ALPENA, MICHIGAN, AT A REGULAR MEETING HELD ON THE DAY OF 2023.

> Matthew J. Waligora Mayor

Anna Soik City Clerk/Treasurer/Finance Director

First Presented: February 6, 2023 Adopted: February ____, 2023 Published: _____, 2023

William A. Pfeifer, City Attorney

ORDINANCE NO. 23-486

AN ORDINANCE OF THE CITY OF ALPENA, MICHIGAN, AMENDING CHAPTER 86 – TAXATION; ARTICLE V – BINGHAM SCHOOL TAX EXEMPTION, BY AMENDING SEC. 86-99 DURATION

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

Chapter 86 – TAXATION, Article V. Bingham School Tax Exemption

Section 86-99. Duration shall be amended as follows:

This article shall remain in effect and shall not terminate for so long as the original 25 year mortgage loan remains outstanding and unpaid or the authority has any interest in the property; provided that construction of the housing development commences no later than June 30, 2023.

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 _____ 2023.

Matthew J. Waligora Mayor

Anna Soik City Clerk/Treasurer/Finance Director

First Presented: February 6, 2023 Adopted: Published: William A. Pfeifer, City Attorney